



Coeur d'Alene

CITY COUNCIL MEETING

November 3, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
OCTOBER 20, 2009**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room October 20, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Jason Roberts, Fellowship Church.

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

PROCLAMATION – NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH: Councilman Bruning on behalf of Mayor Bloem read a proclamation proclaiming the month of October as National Disability Employment Awareness month. Matt Weaver accepted the proclamation on behalf of TESH .

PRESENTATION – IDAHO PARKS AND RECREATION ASSOCIATION AWARD: Elisabeth Garland, representing the Arts Commission, presented to the City Council a Citation of Merit plaque recently awarded by the Idaho Parks and Recreation Association to the Arts Commission.

PRESENTATION - NATIONAL PARKS AND RECREATION AWARD: Steve Anthony, Director of Recreation presented the award recently received from the National Parks and Recreation Association for the Specialized Needs Recreation Program.

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

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

1. Approval of minutes for October 6, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, October 26th at 2:30 p.m. and 4:00 p.m. respectively.
3. RESOLUTION 09-041: A RESOLUTION OF THE CITY OF COEUR D'ALENE,

KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE ANNUAL WAIVER OF COVERED LOAD REGULATIONS FROM MONDAY, NOVEMBER 9, 2009 THROUGH MONDAY, NOVEMBER 30, 2009 FOR THE ANNUAL FALL LEAF PICKUP PROGRAM; APPROVING A MEMORANDUM OF AGREEMENT WITH KOOTENAI COUNTY FOR CONDUIT INSTALLATION LEADING FROM NEIDER AVE. AND HOWARD ST. TO THE 911 OFFICE ON JULIA ST.; APPROVING TWO PROFESSIONAL SERVICES AGREEMENTS WITH LAKE CITY ENGINEERING FOR (A) NEIDER AVENUE / HOWARD STREET EXTENSION AND (B) 12TH & 13TH STREET RECONSTRUCTION; APPROVING AN AGREEMENT WITH THE LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC) FOR DESIGN AND CONSTRUCTION OF THE KATHLEEN AVENUE / HOWARD STREET TRAFFIC SIGNAL AND APPROVING SS-5-09 FINAL PLAT APPROVAL WITH SUBDIVISION IMPROVEMENT AGREEMENT FOR HONI ADDITION.

4. Approval of horse drawn carriage rides in the Downtown Area during the Christmas Season.
5. Approval of bills as submitted and on file in the Office of the City Clerk.
6. Approval of beer/wine licenses for the Target Store at 315 W. Canfield and for Triple C Entertainment at 601 W. Appleway.
7. Setting of Public Hearing for A-2-09 –Annexation/zoning for 5490 N. 4th Street for November 17, 2009
8. SS-1-08 - Final plat approval for Riverstone West, 2nd Addition Amended9.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN EDINGER: Councilman Edinger announced that Saturday, October 24th, the Enough is Enough Committee will be holding another prescription drug turn in at Coeur d'Alene High School from 10 a.m. to 2 p.m. located at the north end of the building.

COUNCILMAN KENNEDY: Councilman Kennedy announced that on October 22nd there will be a ribbon cutting ceremony for the completion of Midtown's redevelopment project at 11 a.m.

COUNCILMAN GOODLANDER: Councilman Goodlander announced that in addition to the 4 pieces of art which are the Midtown bike racks, two additional artistic bike racks are being installed at 4th and Lakeside.

COUNCILMAN BRUNING: Councilman Bruning reported that this past Saturday, the City held a ribbon cutting and dedication of Fire Station 1 and the new Fire Administration Building.

COUNCILMAN HASSELL: Councilman Hassell reminded everyone that absentee voting is now available at City Hall.

APPOINTMENTS – ARTS COMMISSION: Motion by Edinger, seconded by Kennedy to appoint Tami Smith to the Arts Commission. Motion carried.

ADMINISTRATOR’S REPORT: City Administrator Wendy Gabriel reported that the area School Resource Officers have reported increased cases of students using unauthorized prescription drugs and encouraged everyone to turn in their unused prescription drugs this Saturday at Coeur d’Alene High School. Panhandle Health District is providing H1N1 vaccines beginning Oct. 24th by appointment. If you would like to receive the vaccine, call 1-877-415-5225 beginning Oct. 22 to schedule an appointment. The Coeur d’Alene Parks Foundation is looking for volunteers to serve on this foundation. Absentee voting is available now at City Hall for Coeur d’Alene residents. Additionally anyone living in the county who does not reside within a city can vote at City Hall. Citylink Transit will conduct meetings next month to afford citizens the opportunity to comment on the local fixed-route bus service. The meeting locations are: November 2nd at the Library from 4:00 p.m. – 6:00 p.m. on November 2nd and at the Benewah Wellness Center from 4:00 p.m. – 6:00 p.m. on November 9th the Coeur d’Alene Arts Commission announced the recipient of this year’s Arts awards – Excellence in the Arts went to the Fallen Heroes Plaza, Support of the Arts went to Charles and Dorothy Clock, and Education in the Arts went to Julie Hudson. The Library, using a grant from the Idaho Humanities Council, is providing a month-long program called “Fiber & Fabric: Art Born of Necessity”. The Library’s Autumn Colors program will begin November 20th with booking reading sessions for children. The Landings Park is nearly complete and should be ready for use next Spring and the dedication for our newest park will be part of the Parks Day Celebration next year. This year’s Annual Leaf Pickup will begin on November 9th. We ask residents to hold off putting their leaves into the streets until November 2nd. She also reminded everyone to rake their leaves at least 1 foot away from the curb to prevent clogging the city’s stormwater system. Bus benches for Citylink are donor funded and if you are interested in sponsoring you may contact Craig Wilcox at 667-1212.

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

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

The Council met in Executive Session at 6:30 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of labor negotiations. No action was taken and the Council returned to the regular meeting at 6:55 p.m.

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

The meeting adjourned at 6:55 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
Deputy City Clerk

RESOLUTION NO. 09-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE KOOTENAI COUNTY FIRE DISTRICT AND THE NORTHERN LAKES FIRE DISTRICT FOR USE OF THE FIRE TRAINING TOWER OWNED BY THE CITY OF COEUR D'ALENE; RENEWAL OF AN AGREEMENT WITH THE SPOKANE COMMUNITY COLLEGE FOR EMT INTERNS; APPROVAL OF CHANGE ORDER NO. 1 WITH SHANNON INDUSTRIAL CONTRACTORS FOR WWTP LOW PHOSPHORUS DEMONSTRATION PILOT FACILITIES; DECLARATION OF SURPLUS PROPERTY – WWTP USED TV VAN AND APPROVAL OF S-3-07 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR SORBONNE ADDITION.

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

- 1) Approval of a Memorandum of Understanding with the Kootenai County Fire District and the Northern Lakes Fire District for use of the fire training tower owned by the City of Coeur d'Alene;
- 2) Renewal of an Agreement with the Spokane Community College for EMT Interns;
- 3) Approval of Change Order No. 1 with Shannon Industrial Contractors for WWTP Low Phosphorus Demonstration Pilot Facilities;
- 4) Declaration of Surplus Property – WWTP Used TV van;
- 5) Approval of S-3-07 Acceptance of Improvements and Maintenance / Warranty Agreement for Sorbonne Addition;

AND;

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

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

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

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

DATED this 3rd day of November, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: October 22, 2009

From: Kenny Gabriel, Fire Chief

Re: MOU with Kootenai and Northern Lakes Fire Districts

DECISION POINT: Should mayor and Council allow the Fire Department to enter into an MOU with the Kootenai Fire & Rescue (KCFR) and Northernlakes (NLFD) Fire Protection Districts for the use and maintenance of the Public Safety Training Center?

HISTORY: As you are aware the City built a State of the Art Training Facility at Fire Station #2. One of the goals established were to partner with surrounding departments for its use and maintenance. These two MOU's allow KCFR and NLFD to use the tower. It also has allowances for maintenance of the facility.

FINANCIAL ANALYSIS: The City will be receiving \$2,000.00 from both Departments per year as a condition of this MOU.

PERFORMANCE ANALYSIS: This MOU helps defer the cost of upgrades and routine maintenance. It was a goal of the Fire Chiefs' from the beginning of the project to partner with other agencies to help permanently defer cost from our general fund. An operational advantage is it allows our Fire Department to train side by side with other agencies.

DECISION POINT/RECOMMENDATION: Allow the Fire Department to enter into an MOU with KCFR and NLFD for use and maintenance of the Public Safety Training Facility.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE
AND
KOOTENAI COUNTY FIRE AND RESCUE DISTRICT
FOR
THE USE OF THE FIRE TRAINING TOWER
OWNED BY THE CITY OF COEUR D'ALENE**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("City"), and Kootenai County Fire and Rescue District ("KCFR"), and is intended to document the parties' understanding of, and agreement regarding KCFR's use of the fire training tower ("training tower") owned by the City.

II. RECITALS:

WHEREAS, KCFR is a political subdivision of the State of Idaho; and

WHEREAS, the City is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, the City owns and maintains a training tower for the purpose of training its fire and rescue personnel; and

WHEREAS, KCFR provides fire and rescue services to residents within its boundaries and would benefit from its personnel being able to train on the training tower; and

WHEREAS, the City is willing to allow KCFR to use the training tower subject to requirements for scheduling, liability for injury or damage and operation and maintenance of the training tower; and

WHEREAS, it is the mutual desire of the KCFR and the City to memorialize their understanding and agreement with respect to the use of the training tower by KCFR; and

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

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

1. Use of Training Tower: The City owns and maintains a training tower for the purpose of training its fire and rescue personnel. The City agrees to allow KCFR to use the training tower to train its personnel subject to the terms contained in this agreement.

2. Term: The term of this agreement is for one (1) calendar year from the date of final execution of this agreement by the parties. The agreement will automatically renew for additional one (1) year terms unless either party gives the other party written notice at least ninety (90) days prior to the end of the current term of their desire to terminate or renegotiate this agreement. All provisions of this agreement will remain in effect, unless otherwise amended as allowed by this agreement, for all renewal terms. Negotiated renewals must be completed prior to the end of any existing period of this agreement.

3. Scheduling and Priority of Use: KCFR recognizes that its use of the training tower is subordinate to use of the training tower by the City. Use of the training tower can be scheduled by contacting CDAFD Operations Chief at 769-2340 or such other person that the City designates in writing.

4. Non-exclusive Agreement: The parties agree that this agreement is non-exclusive and that the City may, in its sole discretion, allow other entities to use the training tower. In the event that the City allows other entities to use the training tower, use of the training tower will be scheduled on a first come first serve basis.

5. Fee for Maintenance and Operation: KCFR agrees to pay the City a fee of Three Thousand dollars and no/100 (\$2,000,00) for each term to offset the City's added operation and maintenance expenses related to KCFR's use of the training tower.

6. Inspection of Training Tower Prior to Use: Prior to using the training tower KCFR will inspect the training tower for damage or other issues that would make the training tower unsafe to use. If such damage or other issues are found, KCFR will not use the training tower and will immediately notify the City of the damage by contacting CDAFD Operations Chief at 769-2340 or such other person that the City designates in writing.

7. Safety Rules and Other Guidelines: A copy of the current rules and guidelines for using the training tower are attached to this MOU as Exhibit "A" and by this reference are incorporated herein. KCFR agrees to follow all City rules, procedures or guidelines for use of the training tower. KCFR further recognizes that the City may, from time to time, modify its rules and guidelines for use of the training tower. The City will provide KCFR a copy of any amended rules or guidelines and KCFR agrees to follow all amended rules or guidelines.

8. Repair of Damage: KCFR agrees to immediately repair or cause to be repaired, without limitation up to and including complete replacement, any damage to the training tower, other City property or facilities, or any City equipment that is caused by KCFR or its personnel while using the training tower.

9. Workers Compensation: During the term of this agreement, KCFR will maintain Worker's Compensation coverage for all personnel who will use the training tower as required by Idaho Code Section 72-101 through 72-806. Additionally, KCFR agrees to indemnify, defend and hold the City harmless from any loss resulting to the City should KCFR fail to maintain workers' compensation coverage for its personnel.

10. Fire Insurance: Prior to using the training tower KCFR will provide the City with evidence of insurance against loss or damage by fire or other casualty and KCFR shall keep such insurance in place during the term of this agreement. The City, its entities and representatives will be named as additional insured parties. The minimum policy limit will be \$1,000,000.00 per occurrence. In the event of any claims arising out of KCFR's use of the training tower, KCFR shall have primary liability and KCFR's insurance policy shall constitute primary coverage. It is the intention of the parties that the minimum limits provided under Chapter 9, Title 6, of the Idaho Code must be met. As such, if those limits are raised above the minimum limits required by this section, KCFR agrees to immediately provide evidence of insurance meeting the new limit.

11. Liability Insurance: Prior to using the training tower KCFR will provide the City with evidence of comprehensive liability insurance and KCFR shall keep such insurance in place during the term of this agreement. The City, its entities and representatives will be named as additional insured parties. The minimum policy limit will be \$1,000,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. In the event of any claims arising out of KCFR's use of the training tower, KCFR shall have primary liability and KCFR's insurance policy shall constitute primary coverage. It is the intention of the parties that the minimum limits provided under Chapter 9, Title 6, of the Idaho Code must be met. As such, if those limits are raised above the minimum limits required by this section, KCFR agrees to immediately provide evidence of insurance meeting the new limit.

12. Certificates of Insurance: Prior to using the training tower KCFR will furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty- (30) days written notice to the City prior to cancellation of the policy for any reason.

13. Owners to Hold the City Harmless: KCFR will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of KCFR's use of the City's training tower.

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

15. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

16. Jurisdiction/Choice of Law: Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

17. Non-Waiver: The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

18. Integration: This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

19. Modifications: The City and KCFR may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.

20. Attorney Fees: If any action shall be brought to enforce or interpret any of the covenants, terms, or conditions of this agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

DATED this _____ day of _____, 2009.

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

**KOOTENAI COUNTY
FIRE AND RESCUE**

By:

Sandi Bloem, Mayor

By:

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

ATTEST:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE
AND
NORTHERN LAKES FIRE DISTRICT
FOR
THE USE OF THE FIRE TRAINING TOWER
OWNED BY THE CITY OF COEUR D'ALENE**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("City"), and Northern Lakes Fire District ("NLFD"), and is intended to document the parties' understanding of, and agreement regarding NLFD's use of the fire training tower ("training tower") owned by the City.

II. RECITALS:

WHEREAS, NLFD is a political subdivision of the State of Idaho; and

WHEREAS, the City is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, the City owns and maintains a training tower for the purpose of training its fire and rescue personnel; and

WHEREAS, NLFD provides fire and rescue services to residents within its boundaries and would benefit from its personnel being able to train on the training tower; and

WHEREAS, the City is willing to allow NLFD to use the training tower subject to requirements for scheduling, liability for injury or damage and operation and maintenance of the training tower; and

WHEREAS, it is the mutual desire of NLFD and the City to memorialize their understanding and agreement with respect to the use of the training tower by NLFD; and

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

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

1. Use of Training Tower: The City owns and maintains a training tower for the purpose of training its fire and rescue personnel. The City agrees to allow NLFD to use the training tower to train its personnel subject to the terms contained in this agreement.

2. Term: The term of this agreement is for one (1) calendar year from the date of final execution of this agreement by the parties. The agreement will automatically renew for additional one (1) year terms unless either party gives the other party written notice at least ninety (90) days prior to the end of the current term of their desire to terminate or renegotiate this agreement. All provisions of this agreement will remain in effect, unless otherwise amended as allowed by this agreement, for all renewal terms. Negotiated renewals must be completed prior to the end of any existing period of this agreement.

3. Scheduling and Priority of Use: NLFD recognizes that its use of the training tower is subordinate to use of the training tower by the City. Use of the training tower can be scheduled by contacting CDAFD Operations Chief at 769-2340 or such other person that the City designates in writing.

4. Non-exclusive Agreement: The parties agree that this agreement is non-exclusive and that the City may, in its sole discretion, allow other entities to use the training tower. In the event that the City allows other entities to use the training tower, use of the training tower will be scheduled on a first come first serve basis.

5. Fee for Maintenance and Operation: NLFD agrees to pay the City a fee of Two Thousand dollars and no/100 (\$2,000,00) for each term to offset the City's added operation and maintenance expenses related to NLFD's use of the training tower.

6. Inspection of Training Tower Prior to Use: Prior to using the training tower NLFD will inspect the training tower for damage or other issues that would make the training tower unsafe to use. If such damage or other issues are found, NLFD will not use the training tower and will immediately notify the City of the damage by contacting CDAFD Operations Chief at 769-2340 or such other person that the City designates in writing.

7. Safety Rules and Other Guidelines: A copy of the current rules and guidelines for using the training tower are attached to this MOU as Exhibit "A" and by this reference are incorporated herein. NLFD agrees to follow all City rules, procedures or guidelines for use of the training tower. NLFD further recognizes that the City may, from time to time, modify its rules and guidelines for use of the training tower. The City will provide NLFD a copy of any amended rules or guidelines and NLFD agrees to follow all amended rules or guidelines.

8. Repair of Damage: NLFD agrees to immediately repair or cause to be repaired, without limitation up to and including complete replacement, any damage to the training tower, other City property or facilities, or any City equipment that is caused by NLFD or its personnel while using the training tower.

9. Workers Compensation: During the term of this agreement, NLFD will maintain Worker's Compensation coverage for all personnel who will use the training tower as required by Idaho Code Section 72-101 through 72-806. Additionally, NLFD agrees to indemnify, defend and hold the City harmless from any loss resulting to the City should KCFR fail to maintain workers' compensation coverage for its personnel.

10. Fire Insurance: Prior to using the training tower NLFD will provide the City with evidence of insurance against loss or damage by fire or other casualty and NLFD shall keep such insurance in place during the term of this agreement. The City, its entities and representatives will be named as additional insured parties. The minimum policy limit will be \$1,000,000.00 per occurrence. In the event of any claims arising out of NLFD's use of the training tower, NLFD shall have primary liability and NLFD's insurance policy shall constitute primary coverage. It is the intention of the parties that the minimum limits provided under Chapter 9, Title 6, of the Idaho Code must be met. As such, if those limits are raised above the minimum limits required by this section, NLFD agrees to immediately provide evidence of insurance meeting the new limit.

11. Liability Insurance: Prior to using the training tower NLFD will provide the City with evidence of comprehensive liability insurance and NLFD shall keep such insurance in place during the term of this agreement. The City, its entities and representatives will be named as additional insured parties. The minimum policy limit will be \$1,000,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. In the event of any claims arising out of NLFD's use of the training tower, NLFD shall have primary liability and NLFD's insurance policy shall constitute primary coverage. It is the intention of the parties that the minimum limits provided under Chapter 9, Title 6, of the Idaho Code must be met. As such, if those limits are raised above the minimum limits required by this section, NLFD agrees to immediately provide evidence of insurance meeting the new limit.

12. Certificates of Insurance: Prior to using the training tower NLFD will furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty- (30) days written notice to the City prior to cancellation of the policy for any reason.

13. Owners to Hold the City Harmless: NLFD will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of NLFD's use of the City's training tower.

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

15. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

16. Jurisdiction/Choice of Law: Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

17. Non-Waiver: The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

18. Integration: This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

19. Modifications: The City and NLF D may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.

20. Attorney Fees: If any action shall be brought to enforce or interpret any of the covenants, terms, or conditions of this agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

DATED this _____ day of _____, 2009.

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

**KOOTENAI COUNTY
FIRE AND RESCUE**

By:

Sandi Bloem, Mayor

By:

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

ATTEST:

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: October 26, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Change Order #1 for Shannon Industrial Contractors for WWTP Low Phosphorus Demonstration Pilot Facilities

=====

DECISION POINT:

The City Council is requested to approve Change Order #1, for an increased cost of \$22,335 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,195,933.

HISTORY:

The City committed to a multi-year pilot demonstration test facility for wastewater plant equipment that will be needed to achieve very low phosphorus limits that are anticipated in the latest draft EPA discharge permit. The objectives for the two-year program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd'A plant; and 3.) initiate operator familiarization and training with the new technology. In May 2009, the City Council authorized Shannon to begin construction of the pilot facilities. Work consists of construction of a 40 ft by 60 ft building, installation of utilities and process piping, installation of three City prepurchased pilot process systems, and start-up of the facilities. The City has entered into contract for prepurchase of the three different types of pilot facilities that will be demonstrated.

Several changes to the plans and specifications were made by project consultant, HDR Engineering to accommodate differing site conditions and additions determined to be necessary to accommodate the pilot processes. Change Order #1 includes additional work costing \$45,135, but is reduced by the amount included in Shannon's bid for unanticipated work. The change order adds 5 additional days to the required completion days for Shannon's work. The change order work includes additional process piping and supports, additional electrical service, a larger feed pump, a different style of floor drain, addition of roof hatches, additional site grading and pavement, and a credit for a change in computer type. HDR and city staff reviewed the elements of the proposed change order, and believe the costs are fair and reasonable, and that the changes are necessary. HDR's descriptions of the elements of the change order are attached.

FINANCIAL ANALYSIS:

<u>Cost Estimate for Pilot Project</u>	
Engineering, Startup and Training	\$841,932
Prepurchase of Pilot Equipment	1,447,460
Contractor Installation of Equipment and Building	1,173,598
Proposed Change Order #1	22,335
Contingency 5%	<u>174,266</u>
Total	\$3,659,591

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

DISCUSSION:

Design and construction of the pilot demonstration facilities is challenging because of the nature of the very new and complex type of process equipment. HDR's scope of work includes coordination of design with the vendors of the equipment and negotiation of changes that are necessary. Shannon Industrial Contractors are providing quality work and have provided fair prices and assistance in this change order work. Completion of the facilities is expected in January 2010.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #1, for an increased cost of \$22,335 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,195,933.

Attachment

des1358



ONE COMPANY | Many Solutions™

00...85061/10.20.09/C.O. No. 1

October 20, 2009

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

**RE: City of Coeur d'Alene Wastewater Treatment Plant
Low Phosphorus Demonstration Pilot Facility
Change Order No.1**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 1 for the above referenced project. This Change Order incorporates the following Change Proposal Requests for the project:

CPR No. 001A - Overhead cable. This Change Proposal Request involved removing and replacing the existing overhead cable and end supports between Trickling Filter 1 and the Trickling Filter Pump Station with new cable and end supports to support two 4 IN pipes that will provide secondary effluent to the Pilot Facility. After a field investigation of the existing cable and support conditions, especially the unknown anchor depths, it was deemed necessary that the cable and end supports be replaced. It was also discovered that the south end of the cable was attached to an unreinforced section of the parapet wall atop the Primary Sludge Pump Station. This change item is an additional cost of \$5,198.00. This change item did not require a time extension to the contract duration.

CPR No. 002 - Additional Secondary Clarifier/Trickling Filter pipe support. This Change Proposal Request involved the addition of a pipe support between Secondary Clarifier 1 and Trickling Filter 1 to support two 4 IN pipes that will provide secondary effluent to the Pilot Facility, including a small steel beam, epoxy anchors and modular framing system. This change item is an additional cost of \$2,263.00. This change item did not require a time extension to the contract duration.

CPR No. 003 - Electrical conduit and cable changes. This Change Proposal Request involved electrical conduit and cable changes related to the power feed for the Pilot Facility. The electrical plans included two (2) existing and empty 4 IN conduits routed through existing ductbanks to be used for the power feeder to the new building. This information was based upon existing plant record drawings. After the electrical contractor was onsite, it was discovered that there was only one (1) empty 4 IN conduit between two (2) existing handholes. Two options were available to

HDR Engineering, Inc.

1715 South Reserve Street
Suite C
Missoula, MT 59801

Phone: (406) 532-2200
Fax: (406) 532-2241
www.hdrinc.com

remedy the situation: 1) install new conduits as required, including site work involving asphalt removal and replacement, or 2) resize and reroute the power feeder. Option 2 was deemed the least cost option. The service to the Pilot Facility was reduced from 600 Amp to 400 Amp and Panel P1 was changed from a rating of 225 Amp panel to 400 Amp. The feeder to Panel P1 included cable and conduit changes, including upsizing the cable in one location. This change item is an additional cost of \$8,570.00. This change item requires a time extension of five (5) calendar days to the contract.

CPR No. 004A - Flow-through style mounts. This Change Proposal Request involved replacing the specified stainless steel insertion mounts with polyvinyl chloride flow-through style mounts for the three (3) pH probes provided by this contract. This change item is a credit of \$3,820.00. This change item did not require a time extension to the contract duration.

CPR No. 005 - TMF feed pump replacement. This Change Proposal Request involved replacing the Tertiary Membrane Filtration (TMF) Feed Pump with a larger unit. The strainer being provided for the TMF system requires a pressure of at least 22 psi for backwashing. During the design of the feed pumps for the Pilot Facility, all of the details for the TMF system and ancillary equipment were not yet available from the selected TMF vendor. The original design of the TMF Feed Pump was based on 5 psi for headloss and backwashing. The pumping capacity remained unchanged. The replacement pump required a slightly larger motor, but no other electrical changes were required. This change item is an additional cost of \$1,148.00. This change item did not require a time extension to the contract duration.

CPR No. 006 - Pre-fabricated trench drain. This Change Proposal Request involved the costs associated with purchasing the materials for the pre-fabricated trench drain with grating. Shannon Industrial Contractors maintains that, although included in the specifications, the design drawings did not label the installation of a pre-fabricated trench drain system with grating and their bid was based only on a formed concrete trench. This Change Proposal Request allows only the material prices to be included for this Change Proposal Request. This change item is an additional cost of \$4,575.00. This change item did not require a time extension to the contract duration.

CPR No. 007 - Submersible pumps and pump basket. This Change Proposal Request involved the fabrication of a pump basket for the submersible feed pumps and the addition of flexible hose to allow the submersible pumps to be temporarily located in the effluent launder of Secondary Clarifier 1 for stress testing of the TMF and Continuous Upflow Media Filtration (CUMF) systems. This change item is an additional cost of \$4,301.00. This change item did not require a time extension to the contract duration.

CPR No. 008 - Roof access panels. This Change Proposal Request involved the addition of two roof access panels to the metal building system. To reduce project costs, the original design was based around installing the membranes in their respective tanks outside the building at the beginning of the project and then moving the tanks into the building. This eliminated the need for a costly overhead crane within the building. The information provided by the equipment procurement vendor during the initial design process indicated membrane tanks that were

approximately 8 FT with membrane modules that were approximately 6 FT. In the unlikely event the membrane modules had to be removed during the pilot, the operational staff could assemble a temporary A-frame type winch above the membrane tanks.

During the equipment procurement process for both the Membrane Bioreactor (MBR) and TMF systems, the equipment vendor provided design details of their systems that resulted in two major differences: 1) the membrane module height was increased to approximately 8 FT and the membrane tank height increased to approximately 13 FT, and 2) the vendor recommended that the membranes be removed at least once during the two-year pilot for inspection and maintenance. The increased heights would no longer allow for the membranes to be removed within the building and would require one of the following options: 1) shutdown the pilot operation to remove several large process tanks from the Pilot Facility to gain access to the membrane tanks that would then be removed from the building to allow the membranes to be removed, or 2) remove several roof panels and the associated roof insulation above the membrane tanks as a maintenance activity by hiring a public works contractor that would allow for the membranes to then be removed with a rented crane, or 3) install permanent roof hatches over the membrane tanks to allow for easy removal of the membranes with a rented crane. Option 3 was determined to be the least cost and least obtrusive option. This change item is an additional cost of \$15,184.00. This change item did not require a time extension to the contract duration.

CPR No. 009 - Laptop in lieu of desktop. This Change Proposal Request involved providing a laptop computer for the Lachat QuikChem system in lieu of the desktop computer provided with the standard Lachat data system. The desktop printer was also eliminated because the lab already has a working printer. This change came at the request of the Wastewater Treatment Plant Lab staff to reduce the countertop space required for the new system. This change item is a credit of \$800.00. This change item did not require a time extension to the contract duration.

CPR No. 010 - Site grading changes. This Change Proposal Request involved material and manhour costs for site grading and paving changes. During the detailed design, the site topography maps from previous projects were used to develop the site grading and paving plan around the new building. The available information near the Pilot Facility was limited. During construction, the contractor indicated that some of the elevations shown did not match those that he had developed for the project. The changes that resulted included lowering the building elevation by 6 IN and adjusting the grading around the building. New handrailing was added to the north access door stoop due to the height of the step from the grading adjustments and to protect plant staff from vehicular traffic. Two sets of steps were added on the south side of the building to eliminate steep grades in the walkways. The existing asphalt on the east side of the building was also replaced with new full depth asphalt paving rather than a top coat to join the existing and paving. This will ultimately give a better quality product to the City. Two cost credits for a small reduction in the amount of concrete paving and for an existing catch basin that was able to be reused were also included in this Change Proposal Request. This change item is an additional cost of \$8,516.00. This change item did not require a time extension to the contract duration.

Mr. Dave Shults
Page 4

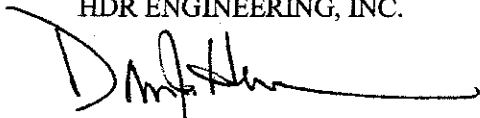
Bid Item No. 2 from the Bid Schedule for this project was Section 13922 – Allowance for Unanticipated Costs. Shannon's bid for this item was \$24,000.00, which included twenty-eight (28) different work activities. The unanticipated costs applicable to the Change Proposal Requests included in this Change Order can be applied to work activities "E. Journeyman Electrician" for \$2,800.00 and "H. Miscellaneous Materials" for \$20,000.00.

The recommended Change Order includes a contract price increase of \$22,335.00 to the original contract price of \$1,173,598.00 resulting in a new contract price of \$1,195,933.00. It also includes a contract time extension of five (5) calendar days to the original contract duration of two hundred forty (240) calendar days, resulting in a new contract duration of two hundred forty-five (245) calendar days.

Please contact me if you require additional explanation or information (406-532-2207).

Sincerely;

HDR ENGINEERING, INC.



Dan J. Harmon, P.E
Project Engineer

- c. Mike Zeltner, HDR
Andy Hander, Shannon Industrial Contractors, Inc.

Enclosures.

Change Order No. 1
Change Proposal Request No. 001A
Change Proposal Request No. 002
Change Proposal Request No. 003
Change Proposal Request No. 004A
Change Proposal Request No. 005
Change Proposal Request No. 006
Change Proposal Request No. 007
Change Proposal Request No. 008
Change Proposal Request No. 009
Change Proposal Request No. 010



CHANGE ORDER NO. 1

OWNER: City of Coeur d'Alene, ID

DATE: October 20, 2009

CONTRACTOR: Shannon Industrial Contractors, Inc.

HDR PROJECT NO. 00...85061

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

CONTRACT DATE: May 19, 2009

CONTRACT PERIOD: May 19, 2009 to October 20, 2009

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

Provide all labor and materials necessary for installation of the work outlined in CPR Nos. 001A, 002, 003, 004A, 005, 006, 007, 008, 009 and 010. The cost summary of this Contract modification is as follows:

<u>CPR</u>	<u>Description</u>	<u>Cost</u>
001A	Overhead cable.	\$5,198.00
002	Additional Secondary Clarifier/Trickling Filter pipe support.	\$2,263.00
003	Electrical conduit and cable changes.	\$8,570.00
004A	Flow-through style mounts.	(\$3,820.00)
005	TMF feed pump (P-50012) replacement.	\$1,148.00
006	Pre-fabricated trench drain.	\$4,575.00
007	Submersible pumps and pump basket.	\$4,301.00
008	Roof access panels	\$15,184.00
009	Laptop in lieu of desktop	(\$800.00)
010	Site grading changes	\$8,516.00
SUBTOTAL AMOUNT		\$45,135.00
Section 13922 – Work Activity E: Journeyman Electrician		(\$2,800.00)
Section 13922 – Work Activity H: Miscellaneous Materials		(\$20,000.00)
CHANGE ORDER NO. 1 TOTAL AMOUNT		\$22,335.00

CHANGE ORDER SUMMARY

Contract Price:

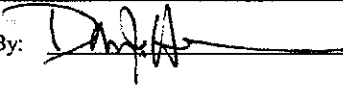
Contract Price prior to this Change Order	\$1,173,598.00
Net Increase/Decrease of this Change Order	\$22,335.00
Revised Contract Price with all Approved Change Orders	\$1,195,933.00

Contract Time:

	Final Completion of All Work
Contract Time Prior to this Change Order	240 Calendar Days
Net increase of this Change Order	5 Calendar Days
Revised Contract Time With All Approved Change Orders	245 Calendar Days

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

Accepted for Contractor By: _____ Date: _____

Approved for HDR Engineering, Inc. By:  _____ Date: October 20, 2009

Approved for Owner By: _____ Date: _____

Distribution: Owner, Contractor, Office, Field, Other

**Public Works Committee
Staff Report**

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt.
Date: October 26, 2009
Subj: Declaration of Used TV Van As Surplus

DECISION POINT: Wastewater purchased a new TV van with vastly improved hardware and software as a “piggy back” to a state bid. This resulted in substantial savings. It also resulted in the old van being available for sale. Council may wish to declare the old van to be surplus and to make it available for sale.

HISTORY: The utility purchased a new TV van with state-of-the-art hardware and software. This was purchased as a “piggy backed” bid through a state procurement process from the factory direct, saving us substantially. This leaves the van available for purchase. The original manufacturer has expressed an interest in this unit. The stormwater utility may also have a need for this unit.

FINANCIAL ANALYSIS: It is estimated that this used unit has a market value of between \$40,000 to \$50,000.

PERFORMANCE ANALYSIS: The existing van does have value. However, it will need considerable upgrades in the software at the least. Cameras may also have to be replaced. The declaration as surplus will give the utility the flexibility needed to maximize the return and to provide the greatest good.

DECISION POINT: Wastewater purchased a new TV van with vastly improved hardware and software as a “piggy back” to a state bid. This resulted in substantial savings. It also resulted in the old van being available for sale. Council may wish to declare the old van be declared surplus and be available for sale.

**City Council
Staff Report**

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt.
Date: November 3, 2009
Subj: Declaration of Used TV Van As Surplus

DECISION POINT: Wastewater purchased a new TV van with vastly improved hardware and software as a “piggy back” to a state bid. This resulted in substantial savings. It also resulted in the old van being available for sale. Council may wish to declare the old van to be surplus and to make it available for sale.


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**CITY COUNCIL
STAFF REPORT**

DATE: November 3, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Sorbonne Addition; Acceptance of Improvements, Maintenance/Warranty Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed infrastructure, and, approval of the Maintenance/Warranty Agreement and security for the Sorbonne Addition in the Coeur d'Alene Place development.

HISTORY

- a. Applicant: Greenstone-Kootenai, Inc.
1421 Meadowwood Lane
Suite 200
Liberty Lake, WA 99010
- b. Location: Northwest corner of Hanley Avenue and Cornwall Street in the Coeur d' Alene Place development.
- c. Previous Action: Final plat approval September 2007.

FINANCIAL ANALYSIS

The applicant has entered into a Maintenance/Warranty agreement and provided security (bonding for \$57,470.00) to warrant the installations for the one year after acceptance .

PERFORMANCE ANALYSIS

All of the respective City departments have found the installations acceptable.

DECISION POINT RECOMMENDATION

1. Accept the installed improvements.
2. Approve the Maintenance/Warranty Agreement and security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of November, 2009 between Greenstone-Kootenai, Inc, whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA, 99019, with Jason Wheaton, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Sorbonne Addition, a one hundred and twenty three (75 SFD/48 Mulit-family) lot residential development in Coeur d'Alene, situated in the southwest quarter of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Sorbonne Addition", signed and stamped by Doug J. Desmond, PE # 10886, dated May 22, 2007, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, fire hydrants, storm drainage facilities and appurtenances, asphalt paving, concrete curb and gutter, concrete sidewalk and pedestrian ramps, bike trail, street lighting, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Fifty Seven Thousand Four Hundred Seventy and 00/100 Dollars (\$57,470.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 3rd day of November 2010. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

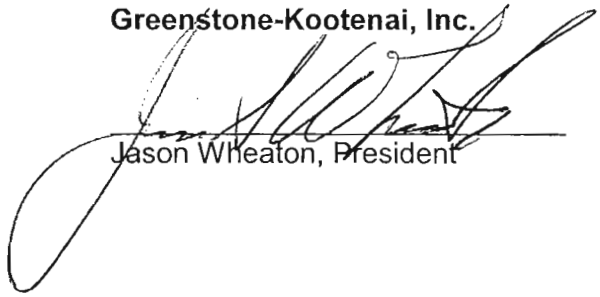
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

Greenstone-Kootenai, Inc.



Jason Wheaton, President

MAINTENANCE BOND

Bond No. 5036302

KNOW ALL MEN BY THESE PRESENTS:

That Greenstone – Kootenai Inc. 1421 N. Meadowwood Ln., #200, Liberty Lake, WA 99019, as Principal, hereinafter called Contractor, and Bond Safeguard Insurance Company, 1919 S. Highland Ave. Bldg A- Suite 300, Lombard, IL 60148, as Surety, hereinafter called Surety, are held and firmly bound unto City of Coeur d’Alene, 710 Mullan Ave., Coeur d’Alene, ID 83814, as Obligee, hereinafter called Owner, in the penal sum of Fifty Seven Thousand Four Hundred Seventy and 00/100 Dollars (\$57,470.00), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements: Sanitary Sewer, Water System, Fire Hydrants, Storm Drainage Facilities, Asphalt Paving, Concrete Curb and Gutter, Concrete Sidewalk and Pedestrian Ramps, Bike Trail, Street Lighting and Signage at Couer d’Alene Place-Sobonne Addition.

in accordance with the General Conditions, the Drawings and Specifications, which Plans are by reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of One (1) Year from the date of substantial completion of the work provided for in the Plans, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 20th day of October, 2009.

In the presence of:

Kimberly M. Pivas

Greenstone – Kootenai Inc.
Principal (Seal)

By: [Signature]
Title

Bond Safeguard Insurance Company
Surety

By: [Signature]
Jennifer J. McComb, Attorney-in-Fact

State of Illinois}
} ss.
County of Dupage }

On October 20, 2009, before me, Heather A. Beck, a Notary Public in and for said
County and State, residing therein, duly commissioned and sworn, personally appeared
Jennifer J. McComb known to me to be Attorney-in-Fact of
Bond Safeguard Insurance Company the corporation described in and that executed the
within and foregoing instrument, and known to me to be the person who executed the
said instrument in behalf of the said corporation, and he duly acknowledged to me that
such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year stated in this certificate above.

My Commission Expires February 5, 2012

Handwritten signature of Heather A. Beck

Heather A. Beck, Notary Public



Commission No. 596017

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: James I. Moore, Bonnie Kruse, Stephen T. Kazner, Dawn L. Morgan, Peggy Faust, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Joel E. Speckman, Heather A. Beck, Tariese M. Pisciotto

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY *David E. Campbell*
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/09

Maureen K. Aye
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 20th Day of October, 2009



Donald D. Buchanan
Donald D. Buchanan
Secretary

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: October 26, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Solicitation of Bids for WWTP Digester #4 and Secondary Clarifier #1 Coating Refurbishment

=====

DECISION POINT:

City Council is requested to approve the plans and specifications for refurbishment of the protective coatings on digester #4 and secondary clarifier #1, and to authorize requests for bids.

HISTORY:

Secondary clarifier #1 was constructed in 1984 and digester #4 was constructed in 1994, and due to the corrosive environment, are now in need of coating refurbishment. Coatings are failing and are subjecting the steel structural components to deterioration. The City's wastewater engineering consultant, HDR Engineering contracted with the City to provide specifications and other engineering services for refurbishment of these process structures. A contractor was awarded a contract in December 2008 for refurbishment of the steel cover of Digester #4. But, the contract was rescinded when digester #2 failed and digester #4 could not be taken out of service. Refurbishment of the cover for digester #2 will be complete in November. Because the plant's total digester volume and total clarifier volume is nearing maximum capacity, coating refurbishment work must be accomplished in the winter months when production of the city's biosolids is at its lowest amount. Both process structures are critically needed, especially in the warmer months beginning in March. Future coating refurbishment for secondary clarifier #2 and Digester #3 is planned for subsequent years. Refurbishment specifications are now ready for the contractor bid process. Work should commence as soon as possible in December 2009.

FINANCIAL ANALYSIS:

<u>Estimate for Coating Refurbishment on Sec. Clarifier #1 and Digester #4</u>	
City Admin Expenses	5,000
Engineering	\$80,000
Special Inspection	5,000
Contractor Cost, including contingency	<u>600,000</u>
Total	\$690,000

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

DISCUSSION:

Digester #4 is a cylindrical concrete tank 40 feet in diameter, with a sidewall 31 feet tall and a steel dome cover. This anaerobic digester is one of three that process biosolids to reduce harmful bacteria and pathogens. Work will include removal of some of the contents, dismantling and reassembly of exterior piping and equipment, tenting and heating, sand blasting of existing coatings, application of new coatings and insulation, and special NACE inspection to assure adequate surface preparation and coverage. Refurbishment of the digester coatings must be accomplished as quickly as possible to reduce the risk of

further deterioration and to restore the critically necessary digester capacity. The work must be done during cold weather to allow taking the digester out of service during the time of least biosolids production. However, work during cold weather will require more expensive painting techniques that involve tenting and heating.

Secondary clarifier #1 is an open cylindrical concrete tank 75 feet in diameter and 24 feet deep. The steel clarifier mechanism is made up of weirs, baffles, rakes, rake arms, and troughs. Work will include tenting and heating, sandblasting, cleanup, special inspection, and application of new coatings during winter months. Construction of new handrails around the clarifier is necessary to satisfy updated building codes. Placing the refurbished clarifier into service by March is critically necessary.

DECISION POINT/RECOMMENDATION:

City Council is requested to approve the plans and specifications for refurbishment of the protective coatings on digester #4 and secondary clarifier #1, and to authorize requests for bids.

des1357

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: October 26, 2009
FROM: David E. Shults, Capital Program Manager
SUBJECT: Authorization to Request Bids for WWTP Phase 5B

=====

DECISION POINT:

The City Council is requested to approve the plans and specifications for WWTP Phase 5B and to authorize the request for bids.

HISTORY:

Design of the Phase 5B Wastewater Treatment Plant Upgrade and Expansion project is now complete. This project is one of several outlined in the recently approved Wastewater Treatment Plant Facility Plan that is intended to assure reliable and continuous treatment for the community. The planned improvements will provide additional digester capacity for treatment of the biosolids portion of the City's wastewater, and will provide additional building space for administration, laboratory, and collections division operations. Contractor prequalification has been conducted to limit bidding only by contractors who have provided sufficient information to show their ability to satisfactorily complete similar projects. Ten contractors have been determined to be qualified, and have expressed an interest in submitting bids. The City has applied for a low interest loan from the Idaho Department of Environmental Quality to provide most of the funding for the project. DEQ has formally ranked this project to receive ARRA funding (American Recovery and Reinvestment Act) for as much as \$13M. Judicial confirmation of the City's authority to enter into debt for these necessary project improvements has been granted and endorsed by the City's bond counsel. The loan is conditioned upon DEQ's finding that no significant environmental impacts will result from the project. That determination is expected to be concluded by the time that bids are to be submitted in early December 2009. The construction contract must be awarded by February 17, 2010 as a condition of the loan of ARRA funds.

FINANCIAL ANALYSIS:

The following total project cost estimate includes an approximation of the anticipated construction costs. Costs in the construction industry seem to be quite erratic at this time. Several alternative bid items are presented in the project bid documents that will allow some flexibility in the City's decision to fund all or a portion of the planned improvements.

Phase 5B Construction Cost Estimate

City Admin Expenses	20,000
Equipment Prepurchase	105,000
Construction Engineering and Inspection	1,400,000
<u>Phase 5B Construction / Contingency</u>	<u>13,700,000</u>
Total Phase 5B construction project cost	15,225,000

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

DISCUSSION:

The design of Phase 5B is complete and ten contractors are prequalified for bidding. Low interest loan funding is available for the project, but must be committed by February 2010. Council approval of the plans and specifications and authorization to advertise for bids will allow work to begin as soon as January. The 20-month project includes construction of a new digester, digester control building, digester gas handling building, an administration and lab building, a collection division operations maintenance garage, an additional rotary screen thickener, improvements to the existing operator control center, and improvements to the odor control system. The buildings are designed to be architecturally pleasing and similar in style to the latest new buildings constructed in Phase 4B. The new facilities are necessary for the utility to provide sufficient space and processes according to the multi-year facility plan to meet existing and future discharge permit requirements. Future Phase 5C will be designed to address the expected permit conditions associated with requirements for new processes to reduce phosphorus discharges to extremely low levels.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve the plans and specifications for WWTP Phase 5B and to authorize the request for bids.

des1356

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

October 26, 2009
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

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

Item 1 4th Street Speed Limit and Handicap Parking

Gordon Dobler, Engineering Services Director, presented a request for Council approval of a reduction in the speed limit on 4th Street from 30 mph to 25 mph and the establishment of a handicap parking space on Roosevelt Street. He said that this is one of the last housekeeping items for the 4th Street project. When the project started, one of the main design issues was speed reduction and traffic calming measures were added with the intent to have a lower speed limit. Mr. Dobler proposed reducing the speed to 25 mph on 4th Street from Front to Harrison. North of Harrison the speed limit would be 35 mph. He also requested approval of the installation of a handicap space on Roosevelt (the 1st space off of 4th Street on Roosevelt). There will be an accessible route from that space via handicap ramps onto the corner and from there it would be accessible across 4th Street and across Roosevelt.

Councilman McEvers questioned why there is only one handicap space. Mr. Dobler said that the city does not normally put handicap parking on city streets except in the downtown area because handicap parking is typically required on site. However, in the midtown area many businesses don't have parking because they were developed when onsite parking wasn't required. Putting the handicap spot on Roosevelt is just an accommodation that the city is providing. Mr. Dobler explained that handicap parking on street is very difficult to do because of the requirements for accessible routes. Most streets are not wide enough. However, the city will have to face that issue if they ever do any major street construction downtown.

Councilman Hassell asked about any required handicap spaces in the midtown parking lot (LCDC's lot). Mr. Dobler said that there are currently no requirements by the city for that.

Mr. Dobler further confirmed that the speed limit reduction and the traffic calming devices installed on 4th Street go hand in hand. Councilman McEvers expressed concern about the raised intersections and the lack of signs informing drivers that they are coming up. Mr. Dobler confirmed that there are no signs but said that they are watching to see how people are managing the raised intersection, and that so far the traffic has worked pretty well and he hasn't heard any complaints.

Councilman Kennedy said that even if handicap spaces are not required in the LCDC lot, can the city still put one or two spots in there. Mr. Dobler said that the Planning Department manages parking requirements and typically there is a trigger point for requiring handicap spaces. However, the city could request that handicap spaces be put in.

MOTION by Kennedy, seconded by McEvers, to recommend Council adoption of Council Bill No. _____ changing the changing the speed limit on 4th Street to 25 mph, from Front Street to Harrison Avenue, and Resolution No. 09-___ establishing a handicap parking space on the north side of Roosevelt Street just west of 4th Street. Motion carried.

Item 2 Procurement of Contractor for WWTP Digester #4 and Clarifier #1 Coating Refurbishment

Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of the plans and specifications for refurbishment of the protective coatings on Digester #4 and Secondary Clarifier #1, and authorization of requests for bids. Mr. Shults explained that a contract was awarded in December 2008 for refurbishment of the steel cover of Digester #4, but the contract was rescinded when Digester #2 failed and Digester #4 could not be taken out of service. Coating refurbishment work on Digester #4 must be accomplished during the winter months when production of the city's biosolids is at its lowest amount, even though the repair work is more costly. Digester #2 refurbishment will be completed in November and it will be available this winter, along with Digester #3, to allow Digester #4 to be out of service for refurbishment.

Mr. Shults explained that the coating on Digester #4 is failing and subjecting the steel structural components to deterioration. The contractor cost includes a contingency amount since there are some unknown conditions at this time. The project is ready to bid and they are hoping to get started mid-December and have it completed by March.

Mr. Shults confirmed about 25 years of use from Digester #4 and said that it is very difficult for the coating suppliers to commit the life of their coatings for any more than 10 years, but he believes 15 years is reasonable to expect.

MOTION by McEvers, seconded by Kennedy, to recommend Council approval of the plans and specifications for refurbishment of the protective coatings on Digester #4 and Secondary Clarifier #1, and authorization of requests for bids. Motion carried.

Item 3 Procurement of Contractor for WWTP Phase 5B Digester #4 and Admin/Lab/Collection Maintenance Building

Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of the plans and specifications for WWTP Phase 5B and authorization of the request for bids.

Mr. Shults said that this is a culmination of lots of different steps along the years and that Phase 5B is the phase where the WWTP adds a digester so that the city's digester capacity is taken care of. The additional capacity is intended to treat additional wastewater solids due to growth of the community. The anaerobic digesters process the solids portion of wastewater by reducing pathogens and preparing it for disposal through the City's composting facilities. The project also includes a digester gas control building and a digester gas handling building. Because of the need for administration of a more complex plant operation, there is also a need for an administration/laboratory building, with an additional operations building for the collections department. In addition, there is also a need to modify the existing SCADA operations center. Mr. Shults confirmed that the new buildings would house the utility's

administrative staff, which currently is renting office space. He commented that laboratory facilities will need to be second to none to allow successful plant operations with the pending permit requirements.

Mr. Shults discussed funding for this project and said that American Recovery and Reinvestment Act (ARRA) funds are available in the form of a 20 year loan at .5% interest. That type of interest rate substantially reduces the financed cost of the project. The draft of the loan documents should be arriving shortly and a significant condition is that the construction contract must be awarded by February 17, 2010. HDR Engineering has completed the plans and specifications, which are now ready for approval. Mr. Shults said that the contractor prequalification has been conducted, ten contractors are prequalified to bid, and they are hoping to receive bids with no difficulties to resolve.

Councilman Kennedy asked what other strings are attached to the ARRA loan. Mr. Shults said that the loan requires Davis Bacon wages, utilization of a certain percentage of minorities/disadvantaged businesses, buying American, etc., that he believes the project can handle. In regard to the requirement for prevailing wages, Mr. Shults said that typically our contractors don't pay prevailing wages in North Idaho for this type of project, but it is quite common in the Spokane area and in the larger cities. These conditions may increase the cost to the project somewhat, but the overall financed cost of the project would still be much less due to the extremely low interest rate.

Mr. Shults confirmed that the loan requires a certain percentage of Idaho workers. Councilman McEvers asked how the city would have obtained funding if this loan program hadn't come along. Mr. Shults said that they have always been on the revolving fund loan program through the State of Idaho. They have been optimistic that they would get that funding but they missed it last year for their previous project because there were other projects in the state that needed the money more than they did. Mr. Shults said that the utility has been fortunate enough to accumulate extra revenues from unanticipated growth in the number of new customers over several years, and that the additional funds have been saved to apply to the very expensive Phase 5B and Phase 5C construction projects. He explained that if they could get the low interest ARRA loan, they would rather use it than use their accumulated cash for this project because they know that their next project after this is the one that will cost significant more money than usual.

Motion by McEvers, seconded by Kennedy, to recommend council approval of the plans and specifications for WWTP Phase 5B and authorization of the request for bids. Motion carried.

Item 4 Change Order #1 for Construction of WWTP Low Phosphorous Demonstration Pilot Facilities

Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #1 for the WWTP Low Phosphorus Demonstration Pilot Facilities, for an increased cost of \$22,335 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,195,933. He explained that several changes to the plans and specifications were made by the project consultant to accommodate differing site conditions and additions determined to be necessary to accommodate the pilot processes.

Discussion ensued regarding the purpose of the pilot demonstration project. Mr. Shults said that because of the anticipated permit conditions, the utility will be required to utilize best management technology. Councilman McEvers asked if the new facilities will act as a school. Mr. Shults explained that the pilot program will be used for various purposes. It will help the design engineers determine the sizing and equipment and appurtenances for future Phase 5C. Mr. Shults confirmed that the building will continue to be used once the studies have been completed.

Motion by Kennedy, seconded by McEvers, to recommend Council approval of Resolution No. 09-___, approving Change Order #1 for the WWTP Low Phosphorus Demonstration Pilot Facilities, for an increased cost of \$22,335 to the City's agreement with Shannon Industrial Contractors, for a total construction contract amount of \$1,195,933. Motion carried.

**Item 5 Declaration of Used TV Van as Surplus
Consent Calendar**

Sid Fredrickson, Wastewater Superintendent, presented a request for council declaration of the Wastewater Department's old TV Van as surplus so that it can be available for sale. Mr. Fredrickson explained that the Wastewater Department purchased a new TV van with vastly improved hardware and software as a "piggy back" to a state bid. This resulted in substantial savings and also resulted in the old van being available for sale. He further explained that technology is advancing at such a rapid pace and it has made a difference in their ability to examine lines. The new unit has a special type of tractor than can go into a 48 inch diameter pipe, which gives them some flexibility and also frees up the existing TV van.

Mr. Fredrickson explained that they are exploring the possibility of retaining the van in house and having the Stormwater Utility purchase it if an upgrade on the software would make sense and be cost effective. The original manufacturer of the van has also expressed an interest in repurchasing the van but Mr. Fredrickson said that they would explore the in house possibilities first.

Councilman Kennedy asked why we can't use one van for both Wastewater and Stormwater. Mr. Fredrickson said that Wastewater is using their van not only for routine maintenance and inspections but also for emergency call outs. Availability of the van for both Wastewater and Stormwater is the issue.

Motion by Kennedy, seconded by McEvers, to recommend Council declare the used Wastewater TV Van as surplus so that it can be available for sale. Motion carried.

The meeting adjourned at 4:40 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: October 26th, 2009
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: 4th St speed limit and handicap parking

DECISION POINT

Staff is requesting Council approval of a reduction in the speed limit on 4th Street from 30 mph to 25mph and establishing a handicap parking space on Roosevelt St

HISTORY

During the concept stage of the 4th street midtown project several traffic calming concepts were identified and subsequently designed into the project. The main purpose was to reduce speeds on the street in order to promote more pedestrian activity and increase safety. In addition, the concept included one handicap space on the north side of Roosevelt, just west of 4th street. The project is now complete and the speed limit change and handicap space need formal Council approval.

FINANCIAL ANALYSIS

The items were incorporated into the project design and construction. There are no additional financial impacts.

PERFORMANCE ANALYSIS

Several traffic calming items were constructed with the project. These include narrow roadway widths, pedestrian bulbs, raised intersections, and anticipated a 25mph speed limit. In addition, accommodations were made for a handicap space in the angled parking on the north side of Roosevelt St. It should be noted that this is outside the area covered by Diamond Parking, so enforcement would be by our police on an as available basis.

RECOMMENDATION

Staff recommends that Council direct the preparation of an ordinance changing the speed limit on 4th street to 25 mph, from Front Street to Harrison Ave, and the preparation of a resolution establishing a handicap parking space on the north side of Roosevelt Street just west of 4th street.

COUNCIL BILL NO. 09-1026
ORDINANCE NO. ____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.20.100 TO AUTHORIZE THE CITY COUNCIL TO DESIGNATE HANDICAPPED PARKING SPACES BY RESOLUTION; AMENDING SECTION 10.32.130 TO CHANGE THE SPEED LIMIT ON FOURTH STREET FROM FRONT AVENUE TO HARRISON AVENUE TO 25 MILES PER HOUR; AND REPEALING SECTION 10.32.260; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 10.20.100, is hereby amended to read as follows:*

10.20.100: PARKING IN HANDICAPPED PARKING:

- A. Parking a vehicle, on public or private property open to the public, in a space reserved for the handicapped, which space is marked in conformance with the requirements specified in the Idaho Code section 49-213, or any subsequent Idaho Code section which specifies the manner of marking or signing disabled parking, is prohibited, unless a vehicle is momentarily in the space for the purpose of allowing a handicapped person to enter or leave the vehicle, or unless a special license plate, card, or temporary card for the handicapped as prescribed in Idaho Code section 49-410, or any subsequent Idaho Code sections which provide for the issuance of a special license plate, card, or temporary card for person with a disability, is displayed on the vehicle. The registered owner of a vehicle parked in violation of the provisions of this section is guilty of an infraction.
- B. Law enforcement officials are empowered to enter upon private property open to the public to enforce the provisions of this section.
- C. There shall be one handicapped parking space on each block within the area bounded by Front Avenue, First Street, Seventh Street, and Lakeside Avenue. A "street block" for the purposes of this section means a parcel of land bounded on all sides by street rights of way.

D. The City Council is authorized to designate other handicapped parking spaces throughout the City by properly adopted Resolution. Such handicapped parking spaces will be marked in conformance with Idaho Code as described in section A. above.

SECTION 2 . *That Coeur d'Alene Municipal Code Section 10.32.130, is hereby amended to read as follows:*

10.32.130: The speed limit on Fourth Street from Front Avenue to Harrison Avenue shall be twenty five (25 miles) per hour; from Spokane-Harrison Avenue to Kathleen Avenue shall be thirty five (35) miles per hour; and the speed limit on Fourth Street from Kathleen Avenue north to the city limits shall be twenty five (25) miles per hour.

SECTION 3 . *That Coeur d'Alene Municipal Code Section 10.32.260, is hereby repealed:*

~~**10.32.260:** The speed limit on Fourth Street from Front Avenue to Spokane Avenue shall be thirty (30) miles per hour.~~

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

SECTION 5. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 6. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 7. 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 by the Mayor this 3rd day of November, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
AMENDING CHAPTER 10 - HANDICAPPED PARKING / SPEED LIMIT

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.20.100 TO AUTHORIZE THE CITY COUNCIL TO DESIGNATE HANDICAPPED PARKING SPACES BY RESOLUTION; AMENDING SECTION 10.32.130 TO CHANGE THE SPEED LIMIT ON FOURTH STREET FROM FRONT AVENUE TO HARRISON AVENUE TO 25 MILES PER HOUR; REPEALING SECTION 10.32.260; 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 Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Chapter 10 - Handicapped Parking / Speed Limit, 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 3rd day of November, 2009.

Warren J. Wilson, Chief Civil Deputy City Attorney

RESOLUTION NO. 09-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A HANDICAPPED PARKING SPACE ON ROOSEVELT AVE.

WHEREAS, Municipal Code Section 10.20.100 authorizes the City Council to adopt handicapped parking spaces by resolution; and

WHEREAS, the Mayor and City Council have determined that it is in the public interest to establish a handicapped parking space in the location set forth below; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following space is designated as a handicapped parking:

The first space off Fourth Street on the north side of Roosevelt Avenue.

BE IT FURTHER RESOLVED, that the City Engineer is hereby directed to cause the handicapped parking space herein designated to be properly marked as required by M.C. 10.20.100.

DATED this 3rd day of November, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.