



Coeur d'Alene

CITY COUNCIL MEETING

November 19, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

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**

November 5, 2013

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 November 5, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Loren Ron Edinger)	Members of Council Present
Mike Kennedy)	
Woody McEvers)	
Deanna Goodlander)	
Dan Gookin)	
Steve Adams)	

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

INVOCATION: Pastor Ron Hunter, Church of the Nazarene, provided the invocation.

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

PRESENTATION: **C-SPAN CITIES TOUR VISITS COEUR D'ALENE** C-Span Cities Tour representative Ashley Hill stated that the City of Coeur d'Alene was chosen as one of the cities to be included in this year's historical cities tour. They focus on the unique history of the community in a national spotlight such as fur trading and logging, books about Louise Shaddock and the gold rush, as well as Councilman Gookin's For Dummies book series and community outreach. They have been taking video around town and interviewing various citizens in the community. She expressed appreciation to Time Warner Cable for their partnership in this programming. She clarified that they do not have any government funding.

PUBLIC COMMENTS:

Stonecalf Warrior Woman, Coeur d'Alene, she expressed an issue with city employee Mr. Townsend regarding her request to get her picture taken with a person dressed as Darth Vader. She stated that she moved the flag and Mr. Townsend moved it back to its original placement, so it could not be in her photograph. She stated that she would love 2030 vision to have Coeur d'Alene to be her sacred science lab. She would like citizens to meet at November 7, at 5:30 p.m. at the workforce training center to stand against drones.

Roy Wargie, Coeur d'Alene, said he is concerned about the intersection of 21st Street and Coeur d'Alene Avenue as there are a lot of stop sign violators and a lot of students use that crosswalk.

CONSENT CALENDAR: Motion by Kennedy, seconded by McEvers to approve the consent calendar as presented.

1. Approval of Minutes for October 15, 2013.
2. Setting General Services and Public Works Committees meetings for Tuesday, November 12th at 12:00 noon and 4:00 p.m., respectively.
3. **Resolution No. 13-053** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1 THROUGH NOVEMBER 30, 2013 FOR THE ANNUAL CITY LEAF PICK UP.
4. Approval of Downtown Carriage Rides on Saturdays November 30, 2013 through December 21, 2013 from 1:00 to 5:00 p.m.

ROLL CALL: Kennedy, Aye Edinger, Aye, Adams, Aye; McEvers Aye; Goodlander, Aye; Gookin, Aye. **Motion Carried.**

COUNCIL ANNOUNCEMENTS:

Councilman Kennedy stated that his son, who was in the audience, recently turned 18 and voted for the first time this evening.

Councilman Goodlander stated that there are a couple hours left to vote and encouraged citizens to get to the polls.

APPOINTMENTS: Motion by Kennedy, seconded by Goodlander to approve the appointment of Kaity Widmyer to the Library Board as an alternate student representative, Michael Drobnock to the CDA TV Committee, Scott Hoskins to the Lake City Development Corporation. **Motion carried with Gookin and Adams voting no.**

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel reminded citizens that polling places are open until 8:00 p.m. this evening. The City's annual leaf pick-up program begins November 12th. Please rake your leaves and pine needles one foot away from the gutter/curb line to allow for water drainage and do not put leaves in the street after city crews have completed your area. Bagged leaves, branches, debris, and trash should not be included. Due to weather conditions, equipment malfunctions, and unforeseen circumstances, City crews are unable to provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Leaf pickup should be completed by December 1st. If you have questions or need additional information, please check the website, <http://streets.cdaid.org> or call the Street Maintenance information line at 769-2233. On Saturday, November 9th, Specialized Needs Recreation (SNR) will hold its 10th Annual Prom Night at Prairie View Elementary in Post Falls (2478 East Poleline) from 6:00 p.m. to 9:00 p.m. This year's theme is "Eternal Elegance." The DJ will play your favorite songs, snacks and beverages will be provided, and the king and queen of the prom will be crowned. There is a \$20.00 entry fee per person. Pictures will be taken by Maximum Exposure Photography and if you choose to get your pictures taken with your date or friends, the cost will be an additional \$10.00. Help

with hair, nails, or make-up, will be provided by “Kristi and Charli’s Salon” from 5:00 p.m. to 6:00 p.m. You must register in advance for this free service by calling Angie at the number listed below. If one is in need of a tuxedo, “Touchdown Tuxedos” in Post Falls is offering a great deal to SNR participants who are attending the Prom. Just say you are going to the SNR Prom and get your tux for only \$29.95. This cost includes everything, even the shoes, in whatever style you choose. SNR is looking for volunteers to help set up, decorate and cleanup after the event is over. If you would like to volunteer for this wonderful event please call Angie Goucher at 208-755-6781.

RESOLUTION 13-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH WASHINGTON TRUST BANK FOR A-1-13, “THE OLD ATLAS MILL SITE.”

STAFF REPORT: Deputy City Attorney Warren Wilson stated that this item came before the City Council through a public hearing in June and was approved based on the negotiation of the annexation agreement. He stated that the bank, as owner, has requested this annexation for the future purchase by a developer. There will not be any construction until a development plan is approved. Additionally, the sewer capacity surcharge has been included in the agreement.

DISCUSSION: Councilman McEvers asked if the developer would be required to develop both sides of Seltice Way. Mr. Wilson stated that they would only be responsible for the south side of the street. Councilman McEvers asked if there were any remnants of the mill that would be the responsibility of the City. Mr. Wilson clarified that the developer would be responsible. Councilman Kennedy asked if anyone buying the property would be bound by the agreement. Mr. Wilson clarified that the agreement would run with the land. Councilman Kennedy asked if public access comes through the PUD. Mr. Wilson stated that the City has an option to acquire more interest in the property, but that is not included in this agreement. Councilman Kennedy asked what would happen if the owner of the property does not submit a master plan within two years. Mr. Wilson stated that they would not be allowed to develop the land until the PUD is approved, and they would still have an obligation to pay the fee. Councilman Gookin stated that the surcharge fee is established through the wastewater master plan and it will be reviewed as specifics come forward through the PUD. Mr. Wilson clarified that they sought input from all departments to cover the needs of the city within the agreement. Councilman Edinger stated that Mr. Smith spoke about gaining access to the waterfront, and wondered if those concerns would be addressed through the PUD. Mr. Wilson stated that there is a requirement for open space; however, it is difficult to require people to give the city their property. If the City wants additional property beyond the open space, they would need to acquire it.

MOTION: Motion by Goodlander, seconded by Kennedy to adopt Resolution 13-054.

ROLL CALL: Edinger Aye; Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye. Motion carried.

ORDINANCE NO. 3472
COUNCIL BILL NO. 13-1018

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTIONS 4, 9, & 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.090, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #43; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Goodlander, seconded by Kennedy to pass the first reading of Council Bill No. 13-1018.

ROLL CALL: Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye. **Motion carried.**

MOTION: Motion by Kennedy, seconded by Edinger to suspend the rules and to adopt Council Bill No. 13-1018 by its having had one reading by title only.

ROLL CALL: Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye. **Motion carried.**

Findings and Order for Annexation/Zoning of 3528 W. Seltice Way “The Old Atlas Mill Site.”

Motion by Goodlander, seconded by McEvers to approve the Findings and Order for Annexation/Zoning of 3528 W. Seltice Way “the Old Atlas Mill Site.”
Motion carried.

SP-3-13 - Findings and Order for 218 N. 23rd Street “Port of Hope.”

MOTION: Motion by Edinger, seconded by Goodlander to approve the Findings and Order for SP-3-13, 218 N. 23rd Street, “Port of Hope.” **Motion carried.**

EXECUTIVE SESSION: **Motion** by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 §(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency; § (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated.

ROLL CALL: Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye. **Motion carried.**

The City Council entered into Executive Session at 6:30 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Attorney, Deputy City Administrator, and the Finance Director. Matters discussed were related to pending litigation.

City Council returned to regular session at 7:18 p.m.

MOTION: Motion by Goodlander, seconded by Edinger to resolve the Dixon case as recommended by legal counsel. **Motion Carried.**

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

The meeting recessed at 7:19 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 11/31/13
Department Name / Employee Name / Date

Request made by: Tim Jones
Name / Address / Phone
3076 North Gregg Avenue Apt 9 Fayetteville AR 72703

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

Niche(s): _____
Lot(s): 076, _____, _____, _____, _____, _____ Block: V Section: RIV

Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner / / Executor* Other* son

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

Title transfer fee (\$ N/A) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie J Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Geraldine Jones - 3076 N Gregg Ave Apt. 9 Fayetteville AR
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 650.00 per lot.
[Signature] 11/6/13
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] 11-06-13
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

MEMORANDUM

DATE: NOVEMBER 13, 2013
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: RENATA MCLEOD, CITY CLERK/MUNICIPAL SERVICES DIRECTOR
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting set on December 17, 2013 to consider the approval of various city fee increase.

MEMORANDUM

DATE: NOVEMBER 13, 2013
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: ED WAGNER, BUILDING SERVICES DIRECTOR
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting set on December 17, 2013 to consider the approval of the 2012 International Building Code with amendments, the 2012 International Existing Building Code, and the 2009 Idaho State Plumbing Code.

DATE: NOVEMBER 12, 2013

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 17, 2013

Mayor Bloem,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-2-13	Reduction of Single-Family special use threshold Applicant: Ann Melbourn, Fortgrounds HOA	Recommended Approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **DECEMBER 17, 2013**

RESOLUTION NO. 13-055

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 & ACCEPTANCE OF COEUR D'ALENE PLACE COMMERCIAL IMPROVEMENTS, AND MAINTENANCE / WARRANTY AGREEMENT; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH J.U.B. ENGINEERS, INC. FOR THE 2013/2014 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT PROJECTS; APPROVAL OF AN ACQUISITION / LEASE AGREEMENT WITH ROWAND MACHINERY (JOHN DEERE) FOR TWO NEW FRONT END LOADERS; AND APPROVING THE SURPLUS OF A 1992 CHEVROLET PICKUP, COATES TIRE MACHINE, AND OBSOLETE TIRES FROM THE STREET DEPARTMENT.

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

- A) Approval & Acceptance of Coeur d'Alene Place Commercial Improvements, and Maintenance / Warranty Agreement;
- B) Approval of a Professional Services Agreement with J.U.B. Engineers, Inc. for the 2013/2014 Wastewater Collection System Capital Improvement Projects;
- C) Approval of an Acquisition / Lease Agreement with Rowand Machinery (John Deere) for two new front end loaders;
- D) Approving the Surplus of a 1992 Chevrolet pickup, Coates Tire Machine, and Obsolete Tires from the Street Department;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through D" 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 19th day of November, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER KENNEDY Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: November 19, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Coeur d'Alene Place Commercial Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements for the Coeur d'Alene Place Commercial Addition.
2. Approval of the Maintenance/Warranty Agreement and security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: Northwest corner of Hanley Avenue and Ramsey Road.
- c. Previous Action:
 1. Final plat approval of CdA Place Commercial plat, October 2013.

FINANCIAL ANALYSIS

The developer has installed the required improvements and is required to install a warranty bond (10% of infrastructure installation cost) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval. The required security amounts to \$3,305.00.

PERFORMANCE ANALYSIS

The developer has installed all of the required public utility improvements, and the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits (3) for this phase of the development. The City maintenance will be required to start after the one (1) year warranty period expires on November 19, 2014.

DECISION POINT RECOMMENDATION

1. Accept the installed utility improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of November, 2013 between Greenstone-Kootenai, Inc., whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-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 subdivision plat of Coeur d'Alene Place Commercial, a three (3) lot, commercial development, in Coeur d'Alene, situated in the Southeast ¼ 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 "Hanley/Ramsey Sewer/Water Extension", signed and stamped by Doug J. Desmond, PE, # 10886, dated June 27, 2013, including but not limited to: sanitary sewer system and appurtenances, asphalt paved pedestrian trail system including ramps, 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 Three Thousand Three Hundred Five and 00/100 Dollars (\$3,305.00) 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 5th day of November, 2014. 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.

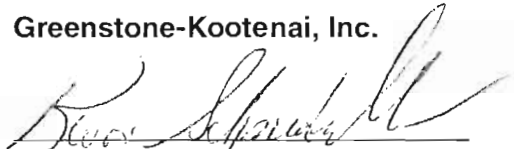
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

Greenstone-Kootenai, Inc.



Kevin Schneidmiller, Vice-president

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 8, 2013
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Agreement for Professional Engineering Services with J.U.B. Engineers, Inc.

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DECISION POINT:

The Council may wish to authorize staff to sign an agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services for the 2013/2014 Wastewater Collection System Capital Improvement Projects at a cost of \$154,900.00 with additional services to be determined as field data substantiates.

HISTORY:

At the October 7, 2013 Public Works Meeting, the Wastewater Utility informed the Committee that proposals were sought for Professional Engineering Services for this FY's Sewer System Rehabilitation Projects. Since then, four (4) local engineering firms submitted proposals and on November 4th, J.U.B. Engineers, Inc. was selected with the highest score.

To get as much field work completed before snow cover, staff immediately began detailing a scope of work and negotiating a professional services agreement with J.U.B. Engineers, Inc. A copy of said contract is provided for:

- Trenchless Rehabilitation Projects (CIPP)
- Open Trench Replacement Projects
- Inflow Identification & Reduction
- Reserve Management Fund (Other misc. projects discovered during field work)

FINANCIAL ANALYSIS:

Trenchless Rehabilitation Projects (CIPP)	-	-	-	-	-	-	-	-	-	-	\$61,300.00	*	
Open Trench Replacement Projects	-	-	-	-	-	-	-	-	-	-	\$52,100.00	*	
Inflow Identification & Reduction	-	-	-	-	-	-	-	-	-	-	\$31,500.00	*	
Reserve Management Fund	-	-	-	-	-	-	-	-	-	-	\$10,000.00	*	
											Total	\$154,900.00	

The last three engineering contracts averaged nearly \$148,000.00. Presently, the Wastewater Budget for these tasks for FY 2013/2014 is \$700,000.00.

PERFORMANCE ANALYSIS:

J.U.B. has successfully performed the above tasks since 2008 to Wastewater's satisfaction.

RECOMMENDATION:

The Council may wish to authorize staff to sign an agreement with J.U.B. Engineers, Inc. for professional engineering services for tasks associated with the Wastewater Collection System Capital Improvement Projects at a cost of \$154,900.00.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC.

for

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
2013/2014 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENT
PROJECTS**

THIS AGREEMENT, made and entered into this 19th day of November, 2013 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, The City has collection system projects scheduled for Fiscal Year 2013/2014 summarized as follows:

- Trenchless Rehabilitation Projects (CIPP)
- Open Trench Replacement Projects
- Inflow Identification and Reduction
- Related projects as necessary and authorized

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

Section 1. Definitions. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.

C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.

D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment B – Fee Breakdown.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services. The Consultant shall perform the services described in Attachment "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "A," attached hereto and incorporated herein by reference.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by _____.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of One Hundred Fifty-four Thousand Nine Hundred Dollars and NO / 100 (\$154,900.00).

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

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

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work

completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. 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.

Section 19. 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.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. 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.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 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, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Sandi Bloem, Mayor

Its: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Name / Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of November, 2013, before me, a Notary Public, personally appeared **Sandi Bloem and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of November, 2013, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **J-U-B ENGINEERS, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for _____
Residing at _____
My Commission Expires: _____

ATTACHMENT A

SCOPE OF SERVICES

City of Coeur d'Alene Wastewater Utility 2013/2014 Collection System Projects

Background

During the course of the Coeur d'Alene Wastewater Utility's 2013 Collection System Master Plan Update, several capital improvement projects were recommended within the next five years. These projects are intended to be integrated into the Wastewater Utility's yearly replacement and rehabilitation projects, of which several potential reaches are under consideration for the 2013 / 2014 Fiscal Year. In addition to major capital outlays, the Wastewater Utility is interested in ongoing pipe lining and rehabilitation because of its cost effectiveness. Additional efforts to identify and remove inflow from the collection system have also been identified as a key priority to reduce peak flows during storm events, thereby maintaining adequate reserve capacity in the collection system and reducing the peak hydraulic load to the wastewater treatment facility.

This Scope of Services is therefore separated into the following tasks and detailed in the following pages:

- **Task 100: Trenchless Rehabilitation Projects**
 - Subtask 001: Condition Assessment and Prioritization Methodology
 - Subtask 002: CIPP Preliminary Design
 - Subtask 003: CIPP Final Design
 - Subtask 004: Manhole Rehabilitation Design – *RESERVED*
 - Subtask 100: CIPP Bidding, Award, and Construction Support
 - Subtask 200: Manhole Rehabilitation Bidding, Award, and Construction Support – *RESERVED*

- **Task 200: Open Trench Replacement Projects**
 - Subtask 001: Open Trench Survey
 - Subtask 002: Open Trench Preliminary Design – *RESERVED*
 - Subtask 003: Open Trench Final Design – *RESERVED*
 - Subtask 100: Open Trench Bidding, Award, and Construction Support – *RESERVED*

- **Task 300: Inflow Identification and Reduction**
 - Subtask 001: Private Sewer Lateral Program Development
 - Subtask 002: Flow Monitoring and Inflow Assessment

- **Task 400: Reserve Management Fund**

Task 100: Trenchless Rehabilitation Projects

Subtask 001: Condition Assessment and Prioritization

- Conduct a workshop with Wastewater Utility project manager and operations staff to review existing condition assessment guidelines used previously, review alternative assessment methods of other agencies, and options for modifying the Wastewater Utility's current assessment method.
- Prepare a revised, preliminary assessment methodology for review with Wastewater Utility at a subsequent meeting. Based on comments generated during the meeting, develop a draft methodology for evaluation by Wastewater Utility.
- It is expected that the assessment methodology will be utilized for subsequent CIPP evaluations (**Task 100-002**) and undergo further refinement during the course of the project.
- As deemed necessary by Wastewater Utility, coordinate with Utility's GIS developer (separate contract) to integrate the assessment data / methodology into the GIS database.

Subtask 002: CIPP Preliminary Design

- Coordinate CCTV inspection of lines identified by the Wastewater Utility as a top priority for rehabilitation in 2013 and potentially in subsequent years. The CCTV inspection will be performed by others, as coordinated by the Wastewater Utility.
- Review video inspection logs and videos of sewer mains identified by the Wastewater Utility to determine general pipe condition based on Wastewater Utility-specific scoring criteria developed in **Task 100-001**, identify specific reaches that are suitable for CIPP rehabilitation, and prioritize the lines for rehabilitation. It is estimated that approximately 20,000 LF of sanitary sewer will be reviewed as part of this project.
- Integrate the sewer mains reviewed, prioritized, but not rehabilitated during the Wastewater Utility's 2011 CIPP project into this year's project. The prioritization established in 2011 will not be revisited, unless specifically requested by the Wastewater Utility as an Additional service. Approximately 6,300 LF of sewer mains remain from the 2011 prioritization and are categorized as Priority A, B, and C (based on past ranking criteria).
- Recommend point repairs necessary prior to CIPP rehabilitation for the Wastewater Utility's review based on the CCTV inspections provided to J-U-B for review. It is expected that point repairs identified by J-U-B will be performed

and/or coordinated by the Wastewater Utility as necessary to accommodate CIPP rehabilitation prior to beginning the construction project(s).

- Conduct internal QC/QA of the concept plans prior to review with the Wastewater Utility.
- Develop CIPP concept drawings for review with the Wastewater Utility. The concept plans will indicate those reaches recommended for CIPP rehabilitation and the corresponding prioritization based on a review of the CCTV inspections and established scoring criteria. Service laterals will not be shown on the concept plans.
- Review concept drawings, prioritization, recommended point repairs, and concept opinions of probable cost with the Wastewater Utility. During the concept review meeting, Wastewater Utility will identify approximately 10,000 to 14,000 LF of sewer mains for inclusion in the 2013/2014 Fiscal Year CIPP project. Final design of these lines will be completed in **Task 100-003**.
- Deliverables:
 - Concept plans with corresponding prioritization for each sewer main and recommended point repairs
 - Engineer's opinion of probable cost for each priority level
 - CCTV review logs and condition score

Subtask 003: CIPP Final Design

- Field verify and document existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for those lines considered for bidding in the 2013/2014 Fiscal Year. Manhole condition will be summarized on a standard "manhole inspection form" and be provided to the Wastewater Utility for their files. A specific evaluation of each manhole, including the potential for rehabilitation will not be completed as part of this task; however, this information may be utilized in subsequent tasks should the Wastewater Utility decide to pursue manhole rehabilitation.
- Develop bid documents, specifications, and final plans suitable for competitive bidding in 2014 based on Wastewater Utility comments.
 - The Contract Documents will be based on the Wastewater Utility's adopted version of ISPWC (as modified by the City Engineer) with supplemental technical specifications as required for the project.
 - Final plans will include service laterals for reinstatement at the sewer main only; one additional set will be provided with a City-provided ortho-photo of the project areas for Wastewater Utility review of lots potentially served by multiple laterals.

- Conduct internal QC/QA of the Bidding Documents prior to submission of the Agency Review Bidding Documents.
- Submit Agency Review Bidding Documents for review by Wastewater Utility and City's legal counsel. Wastewater Utility's review will include identifying any Additive Alternates desired by Wastewater Utility for budgetary purposes.
- Incorporate Wastewater Utility comments and develop final Bidding Documents.
- Deliverables:
 - Final Bidding Documents for use in competitively bidding the CIPP Rehabilitation Project.
 - Wastewater Utility – 5 hard copies with half-size plans
 - IDEQ – 1 hard copy for informational purposes
 - Potential Bidders – distribution electronically through Quest CDN
 - Engineer's opinion of probable cost for the final Bidding Documents.
 - Manhole inspection forms for manholes scheduled for inclusion in the 2013/2014 CIPP Rehabilitation Project.

Subtask 004: Manhole Rehabilitation

- *RESERVED - The scope of work for this task will be developed at a later time, as requested by Wastewater Utility, and be incorporated into this agreement by amendment.*

Subtask 100: CIPP Bidding, Award, and Construction Support

- Prepare a Notice of Advertisement for City's use in advertising the project for competitive bidding. Pre-qualification of bidders in accordance with state of Idaho code may be pursued by Wastewater Utility in this project. If pre-qualification is pursued, the work will be completed as an Additional Service under **Task 400** or this subtask will be modified accordingly.
- Notify potential bidders of the project, respond to bidders' questions during the bidding phase, and prepare and issue addenda as required to modify the Bidding Documents.
- A pre-bid meeting for the CIPP project is not included in the scope of services due to a general lack of attendance by potential bidders in previous years.
- Assist in bid opening at City Hall, review bids as received, prepare bid summaries, review bids for general responsiveness, and issue a summary to the City and City legal counsel for review and evaluation of bid responsiveness.

- As directed by the Wastewater Utility, prepare a Notice of Award, draft Agreement, and Notice to Proceed for review, approval, and distribution by the City.
- Conduct one pre-construction conference with the Wastewater Utility, Contractor, and regulatory agencies (as applicable).
- Coordinate with CIPP Contractor to verify an informational flyer, as reviewed and approved by CITY, is provided to impacted homeowners prior to beginning construction in the local project areas.
- Interpret the plans and specifications during construction in accordance with the terms of the ISPWC General Conditions. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
- Provide administration of the construction contract as provided in the ISPWC General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- Provide construction observation and management services as necessary during construction. Specific activities include the following:
 - Observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspections to verify full reinstatement of services (as applicable).
 - The construction phase is assumed to occur over a continuous four week period, plus final clean up and close out.
- Review contractor progress and pay requests, and prepare recommendations to the Wastewater Utility.
- Develop a tentative list of items to complete the contractor's work based on final installation videos as provided by the CIPP contractor. Review final quantities and pay request from the Contractors. Submit final payment recommendations for approval.
- Provide five complete sets of hard copy record drawings for Wastewater Utility's records.

Subtask 200: Manhole Rehabilitation Bidding, Award, and Construction Support

- *RESERVED - The scope of work for this task will be developed at a later time, as requested by Wastewater Utility, and be incorporated into this agreement by amendment.*

Task 200: Open Trench Replacement Projects

Subtask 001: Open Trench Survey

- As Open Trench projects are identified and authorized by the Wastewater Utility, J-U-B will provide topographical survey for design purposes in subsequent tasks. Potential projects include the following:
 - Capital Improvement Project RR.1: Modifying the current M Interceptor and B Interceptor connection at Manhole M1-09 at the intersection of 8th Street and Young Avenue. Survey for alternate routing of the B Interceptor will be considered an additional service.
 - Capital Improvement Project C.2: Re-routing the M Interceptor from M2-01 to M2-09D
 - Coeur d'Alene Avenue at 11th Street: Maintenance project to correct grade deficiencies
- Survey will include the following: collection of surface improvements within the alleys and streets in the City right-of-way for the projects; sanitary sewer locations and depths to inverts; utilities as marked by the utility owners based on a One Call for construction (request to be made by J-U-B); utilities as marked by City water and storm water utilities; and any available property pins within the project area. Property lines will be approximated using the CITY's GIS database and the County Assessor's Map; a boundary survey is not included in this scope.
- Prepare base drawings for subsequent use in preliminary and final design.
- Deliverables:
 - As requested, one hard copy of the base drawings with and without survey points shown.

Subtask 002: Open Trench Preliminary Design

- Gather, document, review existing conditions as identified at the surface and through CCTV inspections, and identify potential construction conflicts based on utilities as marked by others.
- Specific work items for Open Trench preliminary design include the following:
 - Capital Improvement Project RR.1:
 - Coordinate with a geotechnical subconsultant for an evaluation of the subsurface conditions immediately adjacent to Manhole M1-09. The evaluation will include the following:
 - Conduct a site visit to mark exploration locations.
 - Coordinate site public utility locating through One Call. Coordinate site exploration schedules and private utility locating with City staff.

- If required by the City, provide a traffic control plan and certified personnel during the course of the exploratory work.
 - Subcontract a truck-mounted drill rig and operator to accomplish two exploratory borings to depths of up to 40 feet beneath the site, or to refusal. Obtain soil samples for laboratory testing, backfill exploration locations with soil and bentonite, and place cold mix asphalt patch at the ground surface.
 - Accomplish laboratory testing to estimate soil characteristics and engineering parameters.
 - Summarize field and lab findings in a letter providing geotechnical opinions regarding shoring feasibility and engineering soil parameters. The summary letter will include exploration logs, laboratory test results and a site plan.
- Contact potential specialty shoring and excavation contractors and identify probable approaches to excavating to the expected depths of the project. Based on input from specialty contractors and findings from the geotechnical evaluation, develop an opinion of probable cost for the excavation activities, expected duration of the project, and other coordination elements for construction.
 - Review potential for rehabilitating Manhole M1-09 either as is (i.e. with the B Interceptor internal drop) or as modified (i.e. without the B Interceptor internal drop). Review rehabilitation methods and select the preferred rehabilitation method, as applicable, based on discussions with Wastewater Utility.
 - Develop a level plans including the following: site plan, structure plan and section views, pipe profiles, and drop structure arrangement.
 - Review the collection system master plan model and determine the probable degree of bypass pumping required for the project. Contact bypass pumping contractors and determine the probable approach and corresponding cost for bypass pumping at the M and B Interceptors.
 - Conduct a workshop with the Wastewater Utility, geotechnical subconsultant, and potentially affected utilities to review the concept plans and identify recommended changes to evaluate and minimize risk to adjacent structures and utilities.

- Prepare a summary technical memorandum and submit with concept plans.
- Capital Improvement Project C.2:
 - Preliminary design for this potential project is not included in the scope at this time. If requested by Wastewater Utility, the work can be added as an Additional Service through an amendment to the Agreement.
- Coeur d'Alene Avenue at 11th Street:
 - Preliminary design for this potential project is not included in the scope at this time. If requested by Wastewater Utility, the work can be added as an Additional Service through an amendment to the Agreement.
- Conduct internal QC/QA of the concept plans prior to review with the Wastewater Utility.
- Develop preliminary plans and an opinion of probable cost for review and comment by the Wastewater Utility.

Subtask 003: Open Trench Final Design

- *RESERVED - The scope of work for this task will be developed at a later time, as requested by Wastewater Utility, and be incorporated into this agreement by amendment.*

Subtask 100: Open Trench Bidding, Award, and Construction Support

- *RESERVED - The scope of work for this task will be developed at a later time, as requested by Wastewater Utility, and be incorporated into this agreement by amendment.*

Task 300: Inflow Identification and Reduction

Subtask 001: Private Sewer Lateral Program Development

Previous studies have identified inflow sources originating on private property due to direct connections of drainage facilities to the sanitary sewer system. Additionally, root intrusion into homeowner laterals can cause backups in the service lines, and if not addressed, could cause backups in the sewer mains as the roots extend into City-owned mains. Although the City does not own the private, homeowner laterals, the City may be able to implement an ordinance codifying programs to reduce inflow sources, root intrusion, and other maintenance problems. Specific steps in this task include the following:

- Meet with Wastewater Utility to identify goals of private service lateral work.

- Review existing City ordinances with Wastewater Utility, City legal counsel, and City Engineering Department to identify existing limitations.
- Review successful private sewer lateral programs in use by up to five other utilities and summarize components of program including sample ordinances in one technical memorandum.
- Conduct one workshop with City staff to provide options for new private sewer lateral program including City grant/loan programs and potential ordinances. The workshop will establish elements that the City would like to incorporate into a final private sewer lateral program.
- Develop a draft private sewer lateral program with City legal counsel based on recommendations by City staff. Preparation of the specific ordinance will be completed by City staff and City legal counsel.
- Present final recommended program to one regularly scheduled Public Works Committee meeting and one regularly scheduled Council Meeting for review and approval.

Subtask 002: Flow Monitoring and Inflow Assessment

The purpose of this task is to assist the City of Coeur d'Alene with identifying and eliminating sources of inflow into the wastewater collection system. This task will build and expand upon existing modeling and the 2002, 2004, and 2005 Inflow Source Identification Technical Memoranda. Work efforts may include elements of the following general tasks: reviewing and / or prioritization of inflow sources identified in previous years, development of an overall process to continue identifying and removing inflow sources, smoke and dye testing, etc.

A specific task for 2014 is flow monitoring in the spring to identify the magnitude of inflow from basins with suspected high inflow amounts. These include the Business District, Central District, and Fort Grounds area. The data will also be used to confirm inflow assumptions utilized in the 2013 Collection System Master Plan Update and the degree of inflow removal completed to date in these basins.

Specific steps in this subtask include the following:

- Review flow monitoring work completed in prior studies and identify up to five sites for monitoring concurrently in 2014.
- Flow monitoring will be conducted for a period of two weeks at a total of five sites. J-U-B will provide installation services, check performance of the meters, download the data regularly, and perform maintenance as required. The flow monitors utilized for this project will be rented from an independent party. In the event additional monitoring sites are requested by Wastewater Utility, the additional monitors and monitoring services will be provided as an Additional Service.

- Monitoring will begin at a time agreed to by the Wastewater Utility staff, with the intent of capturing a flow event measuring greater than 6 mgd at the wastewater treatment facility. If a 6 mgd event is not captured and the Wastewater Utility chooses to extend the flow monitoring period, an extension in flow monitoring will be provided as an Additional Service.
- It is assumed that the City will provide one staff member for assistance during monitor installation, removal, and maintenance. It is also assumed that hourly rainfall intensity and total daily rainfall data will be provided by monitoring stations at the City wastewater treatment facility.
- Review flow monitoring data, estimate the inflow magnitude (gallons per day and gallons per inch of rainfall), and compare the results to previous inflow studies and the 2013 Collection System Master Plan Update existing system model output.
- Prepare a draft technical memorandum to summarize and evaluate the flow monitoring data.
- Review the draft technical memorandum with Wastewater Utility and modify as necessary.
- Submit a final technical memorandum for Wastewater Utility's records.

Task 400: Reserve Management Fund:

The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested, and authorized in writing by the CLIENT. Such authorization shall also state the negotiated amount and method of compensation by the CITY. When authorized, the ENGINEER will:

- Coordinate or attend neighborhood informational meetings for the project(s).
- Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
- Evaluate, design, and support the City during construction activities for lateral rehabilitation or sewer main to lateral connection repair, or assist in the development of a lateral rehabilitation "pilot" program.
- Prepare exhibits and descriptions for CLIENT's use in acquiring easements for the open trench reaches.
- Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CLIENT, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.

- Perform dye testing and related field work to identify if service laterals are active or inactive on the CIPP project.
- Assist the CLIENT in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Perform boundary survey work.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CLIENT in reporting or otherwise managing removal of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the CLIENT with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction (other than as identified in the preceding tasks).
- Extend the geotechnical evaluation area, conducting more borings, providing preliminary shoring or trenching designs, and related tasks not enumerate in the preceding tasks.
- Extend flow monitoring period or monitor additional sites.
- Additional meetings or public outreach as requested by CLIENT.
- And other additional services specifically requested by CLIENT.

Schedule and Compensation

The proposed schedule and compensation for the tasks is as follows:

Task 100: Trenchless Rehabilitation Projects	Days	Compensation and Type ^c
Subtask 001: Condition Assessment and Prioritization Methodology	30	\$6,100, T&M
Subtask 002: CIPP Preliminary Design	45	\$13,300, T&M
Subtask 003: CIPP Final Design	45 (from approval of concept plans)	\$13,000, T&M
Subtask 004: Manhole Rehabilitation – <i>RESERVED</i>	- A	- A
Subtask 100: CIPP Bidding, Award, and Construction Support	- B	\$28,900, T&M
Subtask 200: Manhole Rehabilitation Bidding, Award, and Construction Support – <i>RESERVED</i>	- A, B	- A
Task 200: Open Trench Rehabilitation Projects		
Subtask 001: Open Trench Survey	Within 30 days of request, weather permitting	\$16,100, T&M
Subtask 002: Open Trench Preliminary Design <ul style="list-style-type: none"> • CIP RR.1 – Manhole M1-09 	60	\$36,000, T&M
Subtask 003: Open Trench Final Design – <i>RESERVED</i>	- A	- A
Subtask 100: Open Trench Bidding, Award, and Construction Support – <i>RESERVED</i>	- A, B	- A
Task 300: Inflow Identification and Reduction		
Subtask 001: Private Sewer Lateral Program Development	60	8,300, T&M
Subtask 002: Flow Monitoring and Inflow Assessment	150	\$23,200, T&M
Task 400: Reserve Management Fund		
Tasks as requested by Wastewater Utility	- A	- A

^A The scope of work for this task will be developed at a later time, as requested by Wastewater Utility, and be incorporated to this agreement by amendment.

^B Dependent on construction schedules developed by the successful bidder(s).

^C Time and Materials estimates shall be paid at J-U-B's Standard Billing rates.

Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2013/2014 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting / Survey Tech	PLS	Survey Crew	Clerical	Expenses / Subconsultants	Subtotal	Task Totals
Task 100	Trenchless Rehabilitation Projects											
Subtask 001:	Condition Assessment and Prioritization Methodology									Time and Materials estimated at		\$6,100
	Workshop to review assessment methods	1	4	4	4						\$1,700	
	Prepare draft assessment method; test application		4	8	8						\$2,300	
	Review workshop with Wastewater Utility		2	4	2						\$1,000	
	Coordinate assessment method with GIS developer to generate automated reports		4	4							\$1,100	
Subtask 002:	CIPP Preliminary Design									Time and Materials estimated at		\$13,300
	Review CCTV inspection videos (20,000 LF +/-)		2	4	80			4			\$8,700	
	Integrate 2011 Priority lines			1	2	4					\$600	
	Develop concept drawings for CIPP project; identify point repairs	1	2	4	8	12					\$2,700	
	Concept Opinion of Probable Cost		1	2	4						\$800	
	Concept / progress review with the CITY		2	2							\$500	
Subtask 003:	CIPP Final Design (10,000 to 14,000 LF Project)									Time and Materials estimated at		\$13,000
	Manhole condition and pipe size verification		1	4	24					\$200	\$3,100	
	Manhole summary document			2	2			4			\$700	
	General plan preparation		1	4	4	16					\$2,300	
	Specifications		2	8				8			\$1,900	
	Opinion of Probable Cost		1	4	6						\$1,200	
	Review with the CITY		2		2						\$500	
	QC/QA review	2	1	1							\$700	
	Final Plans and Bid Documents	1	1	4	4	8		8		\$100	\$2,600	
Subtask 004:	Manhole Rehabilitation Design - RESERVED											TBD
	<i>Scope of services to be determined at a later time</i>											
Subtask 100:	CIPP Bidding, Award, and Construction Support									Time and Materials estimated at		\$28,900
	Bid advertisement/contractor coordination		1	2				2		\$50	\$600	
	Pre-bid meeting	<i>no pre-bid meeting will be conducted</i>										
	Bid management (questions and addenda)		2	8	4			4			\$1,900	
	Bid opening and contract award		1	4				4		50	\$1,000	
	Pre-construction meeting		2	4	4			4			\$1,500	
	Construction Management (submittals, 4 weeks of construction)	2	8	32	4			4			\$6,000	
	Observation (approx. 700 LF / day, 8 hrs / day)				140					\$250	\$13,500	
	Contractor close-out and final paperwork		1	4				4			\$900	
	Record drawings		1	4	12	12					\$2,700	
	Integrate record drawings into GIS			4		4					\$800	
Subtask 200:	Manhole Rehabilitation Bidding, Award, and Construction Support - RESERVED											TBD
	<i>Scope of services to be determined at a later time</i>											

Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2013/2014 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting / Survey Tech	PLS	Survey Crew	Clerical	Expenses / Subconsultants	Subtotal	Task Totals
Task 200	Open Trench Replacement Projects											
Subtask 001:	Open Trench Survey									Time and Materials estimated at		\$16,100
	Topographical survey for the following:											
	CIP C.2: M Interceptor re-route			1			4	24		\$ 600	\$5,400	
	CIP RR.1 - Manhole M1-09			1			2	8		\$ 200	\$2,000	
	Coeur d'Alene Avenue and 11th Street			1			4	12		\$ 300	\$3,100	
	Utility locates and preparation of base drawings											
	CIP C.2: M Interceptor re-route			1	8	16	2				\$2,500	
	CIP RR.1 - Manhole M1-09			1	4	8	1				\$1,300	
	Coeur d'Alene Avenue and 11th Street			1	8	8	2				\$1,800	
Subtask 002:	Open Trench Preliminary Design									Time and Materials estimated at		\$36,000
	CIP RR.1 - Manhole M1-09											
	Geotechnical evaluation	2	4	8	10					\$ 12,500	\$15,400	
	Review project with speciality contractors; identify expected construction conditions and requirements	2	8	16						\$ 1,500	\$5,000	
	Evaluate potential rehabilitation options for Manhole M1-09		2	8							\$1,200	
	Develop concept plans: site, plan, sections, pipe profiles	2	8	24		24					\$6,400	
	Evaluate bypass pumping requirements		2	4							\$800	
	Conduct workshop to review concept plans, probable cost, and recommended next steps	2	4	4						\$ 1,500	\$3,000	
	Prepare summary document, update concept plans, and submit to Wastewater Utility	2	4	16		16					\$4,200	
	Other tasks to be determined at a later time											
Subtask 003:	Open Trench Final Design - RESERVED											TBD
	Scope of services to be determined at a later time											
Subtask 100:	Open Trench Bidding, Award, and Construction Support - RESERVED											TBD
	Scope of services to be determined at a later time											

Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2013/2014 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting / Survey Tech	PLS	Survey Crew	Clerical	Expenses / Subconsultants	Subtotal	Task Totals
Task 300	Inflow Identification and Reduction											
Subtask 001:	Private Sewer Lateral Program Development									Time and Materials estimated at		\$8,300
	Kick-off meeting to review goals, expectations, and existing city ordinances	2	2								\$800	
	Review and summarize example private sewer lateral programs	2	4	8					4		\$2,300	
	Conduct a workshop with City staff to develop potential framework for a sewer lateral ordinance	4	4						2		\$1,700	
	Develop a draft sewer lateral program in conjunction with City staff and City legal counsel	2	4	12					2		\$2,600	
	Present recommended program to one Public Works and one Council meeting	2	2						2		\$900	
Subtask 002:	Flow Monitoring and Inflow Assessment									Time and Materials estimated at		\$23,200
	Kick-off meeting to review past monitoring sites and identify up to 5 site sites for monitoring in 2014											
	Conduct flow monitoring for up to five sites concurrently for a period of up to two weeks	1	4	32		32				\$ 7,500	\$14,600	
	Meet with Wastewater Utility to determine if monitoring should be extended prior to removing monitors		2	2							\$500	
	Analyze flow monitoring data and determine inflow amount captured during monitoring	1	4	16							\$2,600	
	Compare 2014 data to previous studies	1	4	4							\$1,300	
	Prepare a draft technical memorandum of flow monitoring efforts	2	4	12					8		\$3,100	
	Meet with Wastewater Utility and finalize technical memorandum		2	4					4		\$1,100	
Task 400	Management Reserve Fund											
	As Requested											\$10,000
TOTAL											\$154,900	
Task 100 Trenchless Rehabilitation Projects \$61,300 Task 200 Open Trench Replacement Projects \$52,100 Task 300 Inflow Identification and Reduction \$31,500 Task 400 Management Reserve Fund \$10,000												

PUBLIC WORKS STAFF REPORT

DATE: November 7, 2013

FROM: Mike Becker, Wastewater Utility Project Manager

SUBJECT: Acquisition / Lease Agreement with Rowand Machinery (John Deere) for (2) new front end loaders

DECISION POINT:

To seek approval and authorization to have the Mayor sign the agreement for the acquisition of two (2) new front end loaders for the Compost Facility.

HISTORY:

The 2013-14 Council approved financial plan includes authority to acquire this new equipment based on a "piggy-back" acquisition as allowed by Idaho Code 67-2803 whereby the Idaho Transportation Department has done a procurement for front end loaders. Based on that authority, City staff looked at all options and asked for competitive quotes from two local dealers and on 10/07/13; Tim Martin with the Streets Department presented this information in a similar report to Public Works. These new loaders will replace the two (2) existing loaders presently used at the Compost Facility.

The existing Compost Facility Case 721B and CAT 938G Loaders are currently over 20 years old with over 18,000 hours and 10 years old with over 9,400 hours, respectively. The Case 721B has significantly exceeded its useful life and will be requiring extensive maintenance and tires. The CAT 938G has reached its useful life and requires some expensive repairs and replacement parts in the very near future.

FINANCIAL ANALYSIS:

Similar to the Streets Department Staff Report, the legal department will review the documents which will include two (2) one-year agreements at a cost of **\$10,734.89 per year** per loader. The interest cost will be 2.3%. Based on the current quote from Rowand Machinery, the Wastewater Fund will receive \$70,000.00 in trade-in allowance on the two (2) existing city owned loaders.

PERFORMANCE ANALYSIS:

The Wastewater Department is currently spending approximately **\$22,000.00 per year** in annual repair and maintenance for the existing two loaders. The new equipment benefits include a bumper to bumper service and warrantee agreement. The new loaders are quicker with larger buckets; thusly, will increase facility operation efficiencies. This will also free-up the City's mechanics to work on other tasks. Of interest, typically 4 new tire coat \$13,600.00.

DECISION POINT/RECOMMENDATION:

To seek approval and authorization to have the Mayor sign the agreement for the acquisition of two new front end loaders.



P.O. Box 19099
 Spokane, WA 99219
 (509) 838-5252
 Fax: (509) 747-2949
 (800) 541-0847

P.O. Box 2761
 Pasco, WA 99302
 (509) 547-8813
 Fax: (509) 547-7959
 (800) 338-1052

53 W. Boekel Rd
 Hayden, ID 83835
 (208) 762-2657
 Fax: (208) 762-5687

13-NOV.-13

City of Coeur d' Alene
 765 W. Hubbard Ave.
 Coeur d' Alene, ID 83814

Atten: Mr. Mike Becker

Please see below our proposal for (1) new John Deere 544K loader. This proposal is offered as a piggyback off the State of Idaho loader bid # ITB03972 with a closing date of 22 May 2013.

State of Idaho build codes

CODE	DISCRIPTION
7640T	544K 4WD LOADER
0810	STD GATHERING GROUP
0914	IT 4 ENGINE
1010	STD 544K LOADER
1110	TRANSMISSION WITH OUT DISCONNECT
1210	100 AMP ALTERNATOR
1310	MUFFLER WITH BLACK EXHAUST
1430	AIR INTAKE WITH PRECLEANER
1520	REVERSING FAN DRIVE
1610	FUEL TANK WITH STD FILTERS
1700	J-D LINK
1915	STEERING CYL. W/NEVER GREASE PINS
2010	STD BOOM WITH STD LINKAGE
2120	CONVENTIONAL STEERING
2220	SEAT, CLOTH AIR RIDE
2422	2 FUNCTION VALVE JOYSTICK W/FNR
2510	RIDE CONTROL SYSTEM
2605	ENGLISH DECALS
3046	AXLE STD RAER HYD. FRONT
3120	AXLE MANUAL DIFF LOCK
4423	20.5R25 1 STAR L3 TT-3PC RIMS
5530	FENDER,STD FRONT REAR PLATFORM
7110	STD MARKET / TURN LIGHTS
8220	CAST HITCH
8310	OUTSIDE MIRRORS
8422	CAB WITH AIR
8450	AC CHARGE
8560	ZBAR COUPLER 416 SERIES
8835	3YD BUCKET W/ AUX EDGE
9015	ENGINE BLOCK HEATER
9043	ENVIRONMENTAL DRAINS
9065	AXLE COOLERS
9110	RADIO W/CD AND HEADLINER
9140	FIRE EXTINGUISHER
9225	10 AMP CONVERTER W 1 PLUG
9525	SMV EMBLEM



The bid price for the State Of Idaho for a new John Deere loader-----\$118,200.00

The following are the additions and subtractions to meet the City of Coeur d' Alene's spec's.

Delete code 1210 100 amp alternator-----	(\$ 322.00)
Add code 1215 130 amp alternator-----	\$460.00
Delete code 2422 two fn valve w/joy stk-----	(\$ IN BASE)
Add code 2444 four fn four lever val.-----	\$4,200.00
Add detent kit to run broom-----	\$245.56
Delete code 4423 20.5 1star tt on 3pc rims---	(\$9,196.60)
Add code 45W6 20.5R25 sn plus Mich.3 pc-	\$22,524.00
Add 1 sets AT315871 cplr blk's-----	\$2,000.00
Delete 3 year 3000 hour PTH-----	(\$ 912.00)
Add 5 year 5000 hr full machine-----	\$6,197.10
Add 5 year P.M. Program-----	\$8,750.35
Add code 3110 auto diff lock-----	\$1,415.00
Add code 9430 reqd for diff lock-----	\$1,362.00
Delete code 3120 manual diff lock-----	\$ IN BASE
Total sell price to the City of Coeur d' Alene-----	\$154,923.41

We have set this up on a Muni Lease/ Gov operating lease.

City of Coeur d' Alene to finance	\$ 154,923.41
First Payment in advance	\$ 10,734.89
Purchase option at the end of 5 years	\$116,250.00

***** SEE ATTACHED SCHEULE *****

Mike, here are the finance option for the City of Coeur d' Alene.

Thanks Virgil

If you have any questions please give Rick or myself a call. Thanks for considering our quote.

Territory Manage - Rick Webster

City of Coeur d' Alene – Mike Becker

Agreement No.

Lessee:	CUSTOMER NAME CUSTOMER ADDRESS
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Governmental Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Owner ("we", "us" or "our"), and the Lessee and any co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to Lease from us the property ("Equipment") described in each Schedule for the entire Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. To the extent permitted by law, you intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. Notwithstanding anything to the contrary set forth herein, in the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or Lease, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 1 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended. **The Lease Term is a fixed unconditional term which may be renewed as provided for herein but may not be terminated for any reason other than due to a non-appropriation of funds, in which case the provisions of Section 8 shall not apply.**

2. **Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.

3. **Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, Lease, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. **Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease or Lease, you (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. Upon exercise of any Purchase Option Price, we will release our security interest in the Equipment provided you have remitted the Purchase Option Price to us and no event of default has occurred and is continuing. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Schedules, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale, Lease or lease proceeds.

5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 8 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates.

8. **Early Termination.** If you request, and we agree to, a termination of a Schedule before the expiration of its Lease Term, you agree to (a) deliver the Equipment to us at the time and place we choose; and (b) if the net proceeds we receive from any sale, Lease or other disposition of the Equipment (after deducting all of our costs and expenses) is less than the Termination Value, remit to us the difference. The "Termination Value" of any Item of Equipment shall be the greater of Fair Market Value or Net Book Value as of the date of determination of any early termination, loss or default. "Fair Market Value" or "FMV" is

(1) the value that would be obtained in an arm's length sale of that Item between an informed and willing seller under no compulsion to sell (but with no deduction for shipping costs), and an informed and willing buyer, as estimated by us; plus (2) the estimated cost to repair and refurbish the Item so that it is in satisfactory condition, as described in Section 9. "Net Book Value" for any Item is the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the unamortized amount of our indirect costs of originating and administering the applicable Schedule; plus (4) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

9. **Return of Equipment.** If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 1 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

11. **Remedies.** If a default occurs, we may do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) to the extent permitted by law, recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is so returned, the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; plus (3) the unamortized amount of our indirect costs of originating and administering the applicable Schedule (the "Default Amount"), or (ii) if the Equipment is not so returned, the Termination Value as of the date of such default; (c) lease, Lease or sell the Equipment or any portion thereof at a public or private sale and apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to the Default Amount, with you remaining liable for any deficiency; (d) declare any other agreements between you and us (or any of our affiliates) in default; (e) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (f) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (g) exercise any other remedy available at law or in equity; and (h) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

13. **Indemnity.** You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease or Lease thereof, including its use, condition or possession. We are not responsible for any Claims and, to the extent permitted by law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a curLease expense and not a debt under applicable state law; and (h) all financial information you have provided is true and a reasonable representation of your financial condition.

15. **Governing Law; Jurisdiction; Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE YOU ARE ORGANIZED. TO THE EXTENT PERMITTED BY LAW, YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

16. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. **The parties intend to comply with applicable law and if a court finds any part of this Master Agreement to be unlawful, invalid, unenforceable, or would serve to create impermissible debt, such provision shall be deemed inapplicable and the remainder of this Master Agreement will remain in effect.** You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	CUSTOMER NAME CUSTOMER ADDRESS	OWNER	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600	
By:	➡	By:		
Date:	➡	Title:		Date:



Lease Schedule

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	CUSTOMER NAME CUSTOMER ADDRESS
Owner:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Non-cancellable Lease Term End Date	# Of Mandatory Payments	Lease Payment	Sales/Use Tax	Total Lease Payment

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment	**\$0.00
	11/30/2011	Internal Rate of Return minus 2 percent (2%)	Documentation Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semi-Annual <input type="radio"/> Annual <input type="radio"/> Irregular			Total Due At Signing	\$
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Maintenance Addendum are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450. **THIS LEASE MAY NOT BE CANCELLED OR TERMINATION PRIOR TO THE EXPIRATION OF THE LEASE TERM (INCLUDING ANY RENEWAL TERM THEREOF).**

Hourly Charges. You certify that the hour meter reading on each Item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Hourly Limit indicated above for that item, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that Item for each hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you has an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.



Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	CUSTOMER NAME CUSTOMER ADDRESS
Owner:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of that certain John Deere Master Lease Agreement dated as of the day of , (the "Master Agreement"), and entered into between Deere Credit, Inc., as Owner ("us", "we" or "our"), and CUSTOMER NAME, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

- 1. Mechanical**
 - A. Computer systems or safety and emission control equipment not in proper working order.
 - B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
 - C. Wear on power train assembly that exceeds manufacturer's then curLease standards for normal wear and tear.
 - D. Any air filters not within manufacturer's specifications.
 - E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
 - F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-curLease contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
 - G. Any lubricant, water or A/C seal leaks.
- 2. Exterior.**
 - A. Dents larger than 2 inches in diameter.
 - B. Excessive number of dents or scratches.
 - C. Any scratch 8" or longer that reaches the metal skin.
 - D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
 - E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
 - F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
 - G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
 - H. All frame damage and substandard frame repairs.
 - I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.
- 3. Cab/Operator Platform.**
 - A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- 4. Unclean condition of operator environment.**
- 5. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.**
- 4. General.**
 - A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
 - B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.
- 5. Other.**
 - A. All warranty and PIP work must be completed prior to the Termination Date of the Lease Schedule relating to the Equipment.
 - B. The Equipment must be cleaned prior to its return.
- 6. Hour Meter.** For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
- 7. Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage , or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	CUSTOMER NAME
	CUSTOMER ADDRESS
By:	_____
Date:	_____

OWNER	DEERE CREDIT, INC.
	6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	_____
Title:	_____ Date: _____



Delivery and Acknowledgment



Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	CUSTOMER NAME CUSTOMER ADDRESS
Owner:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) All of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) No Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Owner by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	CUSTOMER NAME CUSTOMER ADDRESS,
	By:  _____ Date:  _____

OWNER	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
	By: _____ Title: _____ Date: _____



Property Tax Acknowledgment

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	CUSTOMER NAME, CUSTOMER ADDRESS, , WORCESTER, PA, 19490
------------------------------------	---

Owner:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
---------------	--

As Owner and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Owner will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Owner for property taxes upon receipt of an invoice from John Deere Credit. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment Listing will be reported to the following taxing jurisdiction(s).

CUSTOMER ADDRESS	<input type="checkbox"/> Check here if OUTSIDE city limits
Street Address	
City	State Zip County

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

	<input type="checkbox"/> Check here if OUTSIDE city limits
Street Address	
City	State Zip County

Check here if Sales/Use Tax Exempt Check here if Property Tax Exempt

Equipment Usage:	
-------------------------	--

Percentage of Time:	
----------------------------	--

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the *Owner will file and pay property taxes and that the Lessee is required to reimburse Owner upon receipt of an invoice for property taxes.* Failure to reimburse Owner for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE	CUSTOMER NAME
	CUSTOMER ADDRESS
By:	_____
Date:	_____



Physical Damage/Liability Insurance

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	CUSTOMER NAME CUSTOMER ADDRESS
Owner:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

***If an insurance certificate is available, it should be provided in place of the above information
ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
It's Successors &/or Assigns
22408 Network Place
Chicago, IL 60673-1224

I agree and understand that, pursuant to the provisions of Section 6 of the Master Lease Agreement, I must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 8 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	CUSTOMER NAME CUSTOMER ADDRESS
	By: _____ Date: _____

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



Advance Lease Payment Invoice

Due Date:	
Total Due:	\$

Billing Address:	Updated Billing Information:
CUSTOMER NAME ACCOUNTS PAYABLE CUSTOMER ADDRESS	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

App #	Mfg.	Model #	Serial Number	Due Date	Lease/Tax Amount	Security Deposit	Processing Fees	Total Due
					\$0.00	\$0.00	\$0.00	\$0.00

Correspondence Only:	Remit Checks Payable To:
John Deere Financial Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "Lease" prompt Fax: (800) 254-0020 Lease issues only	John Deere Credit Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

**Federal/State Agency
and Indian Tribe
Claim for Exemption of
State and Local Sales/Use Tax**

Purchaser

Name: _____

Address: _____

ID Number (If Applicable): _____

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): _____

Reason for Exemption: _____

Description of Item Being Purchased: _____

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____



JOHN DEERE FINANCIAL

AMENDMENT TO MASTER LEASE-PURCHASE AGREEMENT

This amendment (this "Amendment") amends and supplements that certain Master Lease-Purchase Agreement entered into as of the ___ day of November, 2013 (the "Master Agreement") by and between **Deere Credit, Inc.** ("Lessor") and **City of Coeur d'Alene** ("Lessee").

RECITALS

WHEREAS, Lessee wishes to amend the certain provisions set forth in the Master Agreement and Lessor is willing to amend said provisions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Master Agreement.

2. Section 2 of the Master Agreement is deleted in its entirety and the following replacement Section 2 is inserted in its place:

"2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally appropriated. In the event you do not appropriate funds at any time during the Lease Term for the Equipment, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were appropriated without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that funds have not been appropriated for the fiscal period."

3. The fourth sentence of Section 4 of the Master Agreement is amended by replacing subsection (3) thereof with the following:

"(3) endorse your name on remittances for insurance and Equipment sale or lease proceeds sent directly to us."

4. The first paragraph of Section 6 of the Master Agreement is amended by replacing the words "sole loss payee" with the words "loss payee" in subsection (a) thereof.

5. The first paragraph of Section 6 of the Master Agreement is further amended by replacing subsection (b) thereof with the following:

"(b) maintain public liability insurance, covering personal injury and property damage for not less than \$500,000 per occurrence."

6. The fourth sentence in the first paragraph of Section 6 of the Master Agreement is amended by replacing it with the following:

“Each insurance policy must provide that the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.”

7. Section 12 of the Master Agreement is amended by replacing subsection (e) thereof with this following:

“(e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term if the Coeur d’ Alene City Council deems it appropriate”

8. Section 12 of the Master Agreement is amended by replacing subsection (g) thereof with the following:

“(g) your obligations to remit the Lease Payments and other amounts due and to become due under the Lease for the current fiscal year constitute a current expense and not a debt under applicable state law;”

9. Section 13 of the Master Agreement is deleted in its entirety and the following replacement Section 2 is inserted in its place:

“13. Indemnity. You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys’ fees and costs (“Claims”), incurred or asserted by any person, in any manner related to your use of the Equipment or the lease by you thereof, including its use, condition (caused by the you) or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims. You will promptly notify us of all Claims made. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.”

10. Each Lease Schedule issued pursuant to the Master Agreement is amended by replacing the last sentence of the unnumbered section captioned “Representations and Warranties” with the following:

“All of Lessee’s rights and remedies are contained in the Master Agreement; therefore you waive all rights and remedies conferred upon a lessee under Sections 508-522 of Article 2A of the Uniform Commercial Code.”

11. Each Physical Damage/Liability Insurance form issued pursuant to the Master Agreement is amended by replacing subsection (1) in the text directly above the signature line with the following:

“(1) maintain public liability insurance, covering personal injury and property damage for not less than \$500,000 per occurrence, and”

12. The provisions of this Amendment shall be effective as to all Schedules entered into on or after the date set forth below. Except as expressly modified by this Amendment, the terms and conditions of the Master Agreement remain in full force and effect. If there are any conflicts between the provisions of this Amendment and the Master Agreement, the terms of this Amendment shall be controlling. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this ____ day of November, 2013.

DEERE CREDIT, INC.

CITY OF COEUR D'ALENE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PUBLIC WORKS STAFF REPORT

DATE: November 12, 2013
FROM: Tim Martin, Street Superintendent
SUBJECT: **DECLARE SURPLUS USED EQUIPMENT**

DECISION POINT:

The purpose of this report is for consent to declare various pieces of used equipment and items to be deemed surplus and authorization to auction.

HISTORY:

The description of the auction items has historically gone through the Public Works committee prior to Council Quorum for consent.

PERFORMANCE ANALYSIS

This equipment has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. There is minimal cost to the department for us to shuttle items to Post Falls.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

List of items

Here is a brief description of each item,

- 1992 Chevrolet Pickup 2wd standard cab , 148,000 miles. This vehicle first started in the water department, then transferred to Recreation. It burns oil, and is seen by our Shop Supervisor as a strong candidate to go to auction. This vehicle is being replaced with a vehicle that is 10 years newer which also has been transferred by the water department.
- Coates Tire Machine (broke and had now trade-in value) Streets had to replace this machine last summer because it broke.
- Miscellaneous obsolete tires that no longer work for the city fleet.

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

November 12, 2013
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Council Member Deanna Goodlander
Council Member Dan Gookin
Council Member Woody McEvers

STAFF PRESENT

Amy Ferguson, Executive Assistant
Jon Ingalls, Deputy City Administrator
Mike Becker, WW Project Manager
Tim Martin, Street Superintendent
Kathy Lewis, Deputy City Clerk
Kenny Gabriel, Fire Chief
Steve Childers, Police Department
Renata McLeod, City Clerk
Wes Somerton, Asst. City Attorney

Item 1 2013-2014 Snow Plan
Agenda Item

Tim Martin, Street Superintendent, presented a request for Council approval of the 2013-2014 Snow Plan.

Mr. Martin stated in his staff report that each year the City has published a Snow Plan that outlines the policies, priorities, and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. The Snow Plan and summary will be made available at the Coeur d'Alene Police and Fire Departments, and at the Street Maintenance Department office. In addition, the council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles, and made available on the city website. The changes proposed for the 2013-2014 Snow Plan include adding new and/or extended streets, new subdivisions and cul-de-sacs, subtle changes in the downtown Business District snow plowing, and the mention of the Assistant Superintendent was deleted where applicable. The citywide plowing completion target will again be 38 hours (a 32 percent reduction since winter 1999-2000).

Mr. Martin will make a presentation to the full council at the November 19th council meeting.

MOTION: Motion by Councilman McEvers, seconded by Councilman Gookin, to recommend Council approve the 2013-2014 Snow Plan. Motion carried.

Item 2 Declare Surplus Used Equipment
Consent Calendar

Tim Martin, Street Superintendent, presented a request for Council approval to declare various pieces of used equipment and items as surplus and authorization to bring them to auction.

Mr. Martin stated in his staff report that the equipment, a 1992 Chevrolet pickup 2wd standard cab pickup, Coates Tire Machine (broken), and miscellaneous obsolete tires that no longer work for the city fleet, have been deemed to be of little value to departments. There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. There is minimal cost to the department to shuttle the items to Post Falls.

Mr. Martin said that when he came before the committee a few months ago, he left a couple of items off of the list of equipment to surplus. He noted that the tire machine broke last year and has been replaced and they felt they could get more money auctioning it off than they could get as a trade-in. The 1992 Chevy pickup belonged first to the Water Department, and then the Recreation Department. It burns oil and has over 140,000 miles on it.

Mr. Martin also gave an update on leaf pickup.

MOTION: Motion by Councilman Gookin, seconded by Councilman McEvers, to recommend Council approval of Resolution 13-055 declaring a 1992 Chevrolet Pickup 2wd standard cab, Coates Tire Machine, and miscellaneous obsolete tires as surplus and authorize staff to bring them to auction. Motion carried.

**Item 3 2013-2014 Annual Professional Engineering Services for Coeur d'Alene
Wastewater Collection System Capital Improvement Projects
Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for council authorization of an agreement with J.U.B. Engineers, Inc. for professional engineering services for the 2013/2014 Wastewater Collection System Capital Improvement Projects at a cost of \$154,900 with additional services to be determined as field data substantiates.

Mr. Becker stated in his staff report that at the October 7, 2013 Public Works Committee meeting, the Wastewater Utility informed the committee that proposals were sought for Professional Engineering Services. Since then, four (4) local engineering firms submitted proposals and on November 4, 2013, J.U.B. Engineers, Inc. was selected with the highest score. The scope of work would include: Trenchless Rehabilitation Projects, Open Trench Replacement Projects, Inflow Identification & Reduction, and a Reserve Management Fund for other miscellaneous projects discovered during field work. J.U.B. has successfully performed these tasks since 2008 to Wastewater's satisfaction.

Mr. Becker explained that each of the proposals were rated by a committee consisting of five city staff members. J-U-B would like to expedite the process as there is some field work that needs to be done before the snow arrives. He would like to have a contract approved at the next council meeting.

Mr. Becker also said that he met with J-U-B and the preliminary estimate of \$154,900 for the scope of work seems to be fairly reasonable considering that the last three contracts averaged \$150,000.

Councilman Gookin said that he was proud to be on the selection committee and appreciated that he was invited. He noted that one thing that he liked in reviewing the J-U-B proposal was how they said they dealt with residential people. The interaction in the Fernan Sewer issue meant a great deal to him and he appreciates their efforts.

MOTION: Motion by Councilman Gookin, seconded by Councilman McEvers, to recommend Council approval of Resolution No. 13-055, authorizing an agreement with J.U.B. Engineers, Inc., for professional engineering services for the 2013-2014 Wastewater Collection System Capital Improvement Projects at a cost of \$154,900 with additional services to be determined as field data substantiates. Motion carried.

**Item 4 Acquisition/Lease Agreement with Rowand Machinery (John Deere) for Two
New Front End Loaders
Consent Calendar**

Mike Becker, Wastewater Utility Project manager, presented a request for council authorization of an agreement with Rowand Machinery (John Deere) for the acquisition of two new front end loaders for the Compost Facility.

Mr. Becker stated in his staff report that the 2013-2014 Financial Plan includes authority to acquire this new equipment based on a “piggy-back” acquisition as allowed by Idaho Code 67-2803 whereby the Idaho Transportation Department has done a procurement for front end loaders. Based on that authority, city staff looked at all options and asked for competitive quotes from two local dealers and on October 7th this information was presented to the Public Works Committee. The new loaders will replace the two (2) existing loaders presently used at the Compost Facility. The legal department will review the documents which will include two (2) one-year agreements at a cost of \$10,734.89 per year per loader. The interest will be 2.3%. Based on the current quote from Rowand Machinery, the Wastewater Fund will receive \$70,000 in trade-in allowance on the two (2) existing city owned loaders. The new equipment benefits include a bumper to bumper service and warrantee agreement. The new loaders are quicker with larger buckets, which will increase facility operation efficiencies and will also free up the city’s mechanics to work on other tasks.

Mr. Becker said that the Compost Facility has been using loaders that are worn out and tired and in desperate need of replacement. He has reviewed the agreement with the legal department and it is a great deal. Basically, it will entail the same lease agreement that the Streets Department has and John Deere will maintain the loaders for the next five years, bumper to bumper, including lube, oil filter changes, etc. The loaders have a reversing fan on the radiator so crews don’t have to stop what they are doing to turn off the machine and blow the dust and debris out of the radiators. They also have an auto shut-off feature where if an operator exits the loader, after about a minute or so, the loader will turn off, which will improve fuel efficiency. The new loaders will also have a lower operating cost.

MOTION: Motion by Councilman McEvers, seconded by Councilman Gookin, to recommend Council approval of Resolution 13-055 authorizing an agreement with Rowand Machinery (John Deere) for the acquisition of two new front end loaders. Motion carried.

**Item 5 Fireworks Stands
No Action Taken**

Kathy Lewis, Deputy City Clerk, presented a request for Council to consider adopting an ordinance prohibiting the importing, exporting, and sales of fireworks within the City limits, or adopting an ordinance prohibiting the importing, exporting, sales and discharge of fireworks within the City, except for special displays, or leaving the current ordinance regarding sales and discharge of fireworks in place.

Ms. Lewis stated in her staff report that Municipal Code section 8.12 allows the sales and discharge of safe and sane fireworks annual for the Fourth of July from June 23 until July 5. Most of the stands are operated by persons or groups from outside of the city limits. During the season, the city receives numerous complaints regarding hazardous conditions and dangerous use due to illegal fireworks being discharged and animal stress. At the City Council meeting held on May 21, 2013, the council voted to approve the sales for the 2013 season since the applications had already been submitted, fees collected, and inventory purchased, but staff was directed to move forward with an ordinance to prohibit future sales and perhaps the discharge of fireworks within the city.

The staff report further said that if sales are eliminated, it may decrease cost of enforcement calls, eliminate required inspections performed by the Fire Department staff, enforcement of stands, testing of new products, and processing of the permits, and return of security deposits. The total annual fee income currently is \$900 (\$100 per stand). One proposed idea was for the city to implement a fine of \$500-\$1,000 for the use of illegal fireworks to increase generated revenue and discourage the illegal fireworks, but that would increase the Legal Department's criminal division costs for more court and jury trials. It also doesn't guarantee that the defendant would timely pay the fine, and might end up with a number of collections. An option would be to make the possession and discharge of illegal fireworks infractions, which do not entitle the defendant to a jury trial and the defendant is not entitled to an attorney at the public's expense. Enforcement would require a cost for more resources. Reduction of sales probably won't reduce the number of citizen complaints as most are regarding illegal fireworks. If no fireworks are sold within the city limits, ever, the sales of illegal fireworks at neighboring sources such as the reservation and Montana may increase. If the city eliminated the ability to discharge fireworks, it may create more enforcement calls to both Police and Fire.

Ms. Lewis noted that there haven't been a lot of citations issued over the years and that one of the reasons is they don't have the police resources available. One idea is to issue a \$100.00 ticket for an infraction. The city could collect some revenue and still not have to mess with jury trials through their criminal division. Ms. Lewis said that if the fireworks stands are allowed to remain, the city would probably have less illegal fireworks coming in from Montana and the reservation. She noted that the Police Department didn't have an opinion either way – they just don't have the resources to enforce it.

Councilman McEvers said that it was never about the fireworks stands, it was about all of the people that would call him and tell him how terrified their animals were, and all of the craziness with illegal fireworks. Also, in the past, the fireworks stands were the way that churches, boy scouts girl scouts raised money. Now, it is mostly out of town people who are selling the fireworks. Councilman McEvers noted that it is always going to be about enforcement and cost and he doesn't see any easy answer to that.

Councilman Gookin said that he did a little survey of his neighborhood, the Fort Grounds, and the consensus from the people he spoke to is they don't mind. He noted that no one wants to get rid of safe and sane fireworks, but he thinks there is an issue as far as safety, and an issue regarding cleanup. He wondered if there is anything that can be done when the stands are licensed or receive their permits regarding providing them with information regarding safety. Ms. Lewis said that they have given the stands safety sign-off sheets which have really remedied the past problems and also involves cleanup of the facilities where the fireworks are being sold.

Councilman Goodlander asked Mr. Somerton about increasing fines for illegal fireworks. Mr. Somerton said that it is his opinion that there are a couple of different issues that overlap. One is safe and sane fireworks stands operating within the city of Coeur d'Alene. The products being sold are not the generators of the noise complaints and the complaints that law enforcement and city hall receives. It is the illegal fireworks that are creating the problems.

Ms. Lewis explained that the fire department does a diligent job of checking the fireworks offered for sale each year and they light off any new products that are introduced to make sure that they are safe. The stand operators have been very cooperative and if they have something that is illegal they either hand it over to the fire department or take it out of the stands completely. The PD does not track whether it is illegal or legal fireworks calls that they take.

Councilman Gookin asked how to address the illegal fireworks that are imported from other areas and if someone wants to do a special fireworks display in the city, do they have to get a special display permit.

Ms. Lewis responded that they are supposed to. Councilman Gookin also asked who comes up with the checklist that is done with the fireworks stand booths. Ms. Lewis responded that the City Clerk's office created the checklist and if wrong information is provided or the applicant has misstated something, they would not issue a permit. The fireworks stands are inspected before they are allowed to open. The City Clerk's office does not conduct any training.

Councilman Gookin asked when the permit fees were last reviewed. Ms. Lewis said that they are currently working on some fee changes for things that haven't been changed in a number of years.

Councilman Gookin asked if Ms. Lewis had checked with cities who have forbidden fireworks. Ms. Lewis responded that she hadn't. Councilman Goodlander noted that she didn't think that the city had an increase in fireworks stands over the last few years. Ms. Lewis agreed and said there are usually eight to ten stands at the most. She also noted that they do surprise inspections while the stands are in operation and also check to make sure things are cleaned up after they are done before they receive their security deposit back. Mr. Somerton said that while he doesn't believe the FD holds any training "classes", part of the training is when they are onsite doing the inspections and going over the checklist with the fire stand operators.

Councilman Gookin asked if this could be covered under "disturbing the peace" or "public nuisance." Mr. Somerton said that "public nuisance" would probably be the better option. It is enforceable but it has to be complaint-generated. Councilman Gookin asked if an infraction ticket would be more successful as a deterrent. Mr. Somerton said that it would not be a big deterrent as they only had four cases last year.

Public Comments:

Lynn Morgan said that she runs the stand at Goodwill and that families come to purchase safe and sane fireworks for their kids. She noted that she does tell the families that the fireworks should be done in the street and asks them to pick up their mess. Her experience is that the problems are coming from the fireworks that come from the reservation and how are you going to deter that. As far as education goes, Ms. Morgan said that she educates on how to light the fireworks, and the information is also on the package. They also have fuses that are very easy to see at night. She noted that she also tells the people who are going to the main show that it is not a good idea to light the fireworks there as there are too many people.

Councilman McEvers asked Ms. Morgan why she doesn't sell her fireworks in Hayden, since she lives there. Ms. Morgan responded that it is just because the Goodwill lot was available.

John Peterson, from Missoula, Montana, said that they have had fireworks stands in the City of Coeur d'Alene for close to 30 years. They currently operate under the Big Boom brand name, and before that they operated the Golden Dragon fireworks stands. They have always sold safe and sane fireworks, which means they don't have anything that is noisy. He is not in the wholesale business at all. Mr. Peterson noted that he understands the problem, but until it is solved federally, and maybe at the import level, there is not anything that can be done on a state level or a city level that works. The people that run the stands are good, local people. They employ at least a dozen people and pay sales tax for the stands they have in Idaho, exceeding \$7,300.00.

Jerry Farley said that he flew into Spokane from Seattle, on behalf of T n' T Fireworks, which is a wholesaler and also supplies some of the stands for private use churches and other groups. He said that he understands some of the concerns and noted that there are things that they can't control. They believe in abiding by the law and want to make sure that the people they work with abide by the law. In regard to training, Mr. Farley said that the company tries to get operators to come to a session every year

regarding marketing and compliance. The company also supplies them with information pieces to pass out at the point of sale on safety. They could probably also add a piece of information about being responsible and cleaning up the mess. He noted that by federal law, there is a required statement on every item or box so all of the product that is sold in the United States has requirements to meet. In addition, there is now third party testing to ensure that the product meets those standards, which makes them much safer and more reliable than when he was a kid. They need to work with the city so that they can minimize the effects of the idiots, fools, and those that don't want to be a good neighbor.

Councilman Gookin asked if there is some way that they can coordinate with the Municipal Services Department to inform people who apply for fireworks stand permits that there is training available, and if there is a way to have the manufacturers put a message about cleaning up on their fireworks boxes. Mr. Farley said that they used to put a piece of paper inside the assortments that had a safety message. The difficulty with the paper insert is that it is more flammable than the actual fireworks themselves. He will talk with the company to see what they can do to add to the message.

In regard to a civil infraction, Mr. Farley said he thinks it is a good idea because it gives you an additional tool. He said that it isn't a great money maker, but it is possibly an additional deterrent for some people. He would be happy to provide the legal staff with the language that he drafted.

Captain Childers said that at one time he was a proponent of no fireworks, but he is not so sure anyone if it is the best idea. Most fireworks problems are aerial fireworks and not the safe and sane fireworks. If they were to open up every one of their calls and look at what the notes say, more than likely the complaint would be about some kind of illegal or aerial firework. They chase them the best they can. Captain Childers noted that their call volume has gone down over the past few years. They confiscate fireworks in the park, and on about half of the calls that they respond to, when they arrive on scene they don't find anything and the parties have left the area. The other half of the calls results in warnings or no report. There are very few that are actually cited.

Chief Gabriel said that they go to great pains to make sure that they work well with the folks from the stands and they have a great relationship with them. If the council gets rid of the fireworks stands, which they have some sort of control over, then everything coming in will be things they don't want coming in and enforcement would be very difficult.

Councilman McEvers asked if it is as big of a problem as he feels it is. Captain Childers said that they document calls for service but they may not get to it because of priorities, etc. If a citizen has a complaint, Councilman McEvers should refer them to the police department. Captain Childers said that they have implemented some programs in the past depending on their volunteer situation, where the volunteers would go out and patrol neighborhoods and give people warnings. They did it for a couple of years and partnered with the Fire Department. Also, the Police and Fire departments are together in the park every year. Although they might not get to every single call, they do try to be proactive as much as they can.

Councilman Goodlander said that the problem seems to be illegal fireworks, not the safe and sane ones. Possibly education can be improved.

Captain Childers mentioned that in the past two or three years both he and Chief Longo have had citizens request the large orange garbage bags who have helped to clean up the mess in the park.

Ms. Lewis noted that if the city did go with a \$100 infraction, based upon her experience with animal control, most of them would end up in the collection department.

MOTION: Motion by Councilman Gookin, seconded by Councilman McEvers, to recommend Council not alter the fireworks stands code sections at this time. Motion carried.

The meeting adjourned at 4:52 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: November 12, 2013
FROM: Tim Martin, Street Superintendent
SUBJECT: 2013-2014 SNOW PLAN

DECISION POINT:

Staff requests Council approval of the 2013- 2014 Snow Plan.

HISTORY/BACKGROUND:

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2013- 2014 Snow Plan and summary will be made available at the Council Mail Room, Coeur d'Alene Police and Fire Departments and at the Street Maintenance Department office.

FINANCIAL ANALYSIS:

The proposed Snow Plan update is an annual "housekeeping" action that requires between 5 to 10 hours of staff time and printing costs of approximately \$150.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is one the department's means of educating the public on city snow removal policies.

PERFORMANCE ANALYSIS:

The majority of the policies and procedures outlined in the previous years' Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. The overall objective is to continue to provide the citizens with "State of the Art" plow operations and provide unrestricted road surfaces. As the city continues to grow and streets are extended the citywide plowing completion target will again be 38 hours (a reduction of 32 percent reduction since winter 1999-2000).

Changes proposed for the 2013- 2014 snow plan are summarized below:

- Add new and/or extended streets, new subdivisions and cul-de-sacs.
- Subtle changes in the downtown Business District snow plowing.
- Deleted Assistant Superintendent where applicable

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the 2013- 2014 Snow Plan.

OTHER BUSINESS

STAFF REPORT

DATE: November 13, 2013

FROM: Mike Becker, Wastewater Utility Project Manager

SUBJECT: 2014/2015 Freightliner Tank Truck #447

DECISION POINT: The Council is requested to approve Staff to issue a Notice of Award to Freightliner of Idaho with Freedom Truck Centers, Inc.'s Bid for the purchase of a new 2014/2015 Freightliner Tank Truck for the Wastewater Department at a final cost of \$102,050.00.

HISTORY: Presently, the 2003 Freightliner Tank Truck and its related equipment, used for daily and emergency call out sanitary sewer operations and maintenance have exceeded its estimated useful life. On October 15th, Council approved trading in this vehicle towards the purchase of its replacement.

Bids for a new tank truck were solicited and publically opened on November 7th. Freightliner of Idaho with Freedom Truck Centers, Inc. provided a bid lower than previous quotes. To take full advantage of the 2014 clear out models, the bidder will need to order the 2014 chassis as soon as possible; otherwise, the City will have to wait until 2015 models are available sometime in March.

FINANCIAL ANALYSIS: A financial analysis is provided below:

2013/2014 Replacement Budget (Acct No. 7532):	\$120,000	
Bid for 2014/2015 Freightliner Truck:		\$126,050
2003 Freightliner Trade-in Allowance:		<u>(\$24,000)</u>
Bid Total:		\$102,050

PERFORMANCE ANALYSIS: The Legal Dept. has reviewed the bid and it appears to be in compliance with Idaho Code. The 2014/2015 Freightliner tank truck and related equipment is scheduled to be ordered immediately following Council approval. Since the delivery time is 180 days out, the City will not have this new tank truck until May 2014.

DECISION POINT/RECOMMENDATION: To obtain council approval to have Staff to issue a Notice of Award to Freightliner of Idaho with Freedom Truck Centers, Inc.'s for the purchase of a new 2014/2015 Freightliner Tank Truck for the Wastewater Department at a final cost of \$102,050.00.

CITY COUNCIL STAFF REPORT

DATE: November 19th, 2013
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Update on status of Front St between 2nd St. and 3rd St.

DECISION POINT

Staff is updating Council on design, funding, and construction of Front Ave between 2nd St and 3rd St.

HISTORY

Staff has been moving forward with a design concept for Front Street. This concept is constrained by the current contingency available for construction. The current concept only includes widening of the centennial trail and modifications to the entry points at the east and west ends. However, in recent discussions with Hagadone Hospitality, they have indicated a willingness to donate funds to improve the trail design in this corridor and at the intersection of 2nd and Sherman.

FINANCIAL ANALYSIS

The original design concept anticipated full funding from the LID and LCDC. The LID funds were reduced by Council and the LCDC board did not elect to supplement the shortfall when our agreement with them was amended last spring. The current funding available from the project contingency is about \$150,000. The cost for the updated design is expected to be in the range of \$650,000 to \$700,000. This construction will be bid as a stand-alone project. However, because that was not foreseen in the current budget, there will need to be a budget amendment.

PERFORMANCE ANALYSIS

The additional donation will additional design features such as landscaping, lighting, accented concrete paving, as well as a widened trail with softer geometry west of 2nd Street. In addition, the conversion of 2nd street in front of the resort to a one-way exit will facilitate better traffic flow. We will contract with Welch Comer for the design and construction engineering as this is a subsequent phase of the McEuen Park Project. The project will be bid in the spring and completed before the Memorial Day holiday.

PUBLIC HEARINGS

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

DATE: SEPTEMBER 17, 2013

FROM: RENATA MCLEOD, CITY CLERK

RE: APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBSTANTIAL AMENDMENTS FOR ACTION PLAN YEAR 2013

DECISION POINT:

- To authorize the substantial amendments for the CDBG Plan Year 2013.

HISTORY: The CDBG regulations require a substantial amendment be conducted if funding changes by 20% or new projects are funded that were not listed within the Annual Action Plan. The City has both situations, HUD increased their funding to the City by 21% and there are two Community Block Grants that were not specifically listed within the 2013 Annual Action Plan. Pursuant to HUD requirements the City published the notice of public comment period and public hearing on October 14, 2013. The public comment period was open from October 14, 2013 through November 15, 2013 with the public hearing held November 19, 2013. No public comments were received. The following are the amendments requested (as depicted in the attached budget sheet):

- To amend the annual allocation amount from \$243,000 as reported in our Annual Action Plan to actual award of \$297,298.
- To increase the Public Services/Community Grants budget line-item from \$22,567.00 to \$66,111.64.
- To allocate grants awarded through the City's Community Grant Program as follows: \$36,000 to St. Vincent de Paul for rehabilitation to their Community Kitchen and \$30,111.64 awarded to Trinity Group Homes for rehabilitation work to various low-moderate Income (LMI) apartments owned and operated by Trinity.
- To increase the Emergency Minor Home Repair Program budget line item from \$40,000 to \$50,753.36.

RECOMMENDATION POINT:

- To authorize the substantial amendments for the CDBG Plan Year 2013.

Plan Year 2013 Action Plan Budget

			FUNDING	FUNDING	
ALLOCATION	<u>% of Funds</u>	<u>% of Funds</u>	<u>\$243,000</u>	<u>\$297,298.00</u>	Explanation
ADMINISTRATION	<u>20.0%</u>	<u>16.3%</u>	<u>\$48,600.00</u>	<u>\$48,600.00</u>	<ul style="list-style-type: none"> • Contract for Administration • Advertisements • Publications • Training
		-			
		-			
		-			
INCREASE HOUSING FOR PURCHASE	<u>43.9%</u>	<u>36%</u>	<u>\$106,833.00</u>	<u>\$106,833.00</u>	Land Acquisition to benefit LMI housing specifically, 106 Homestead Avenue/Final Payment
COMMUNITY PROJECTS TO BENEFIT LOW TO MODERATE INCOME CITIZENS	<u>9.3%</u>	<u>22.2%</u>	<u>\$22,567.00</u>	<u>\$66,111.64</u>	Grants chosen by Ad Hoc Committee in compliance with HUD Regulations. \$36,000 to St. Vincent de Paul for the enlargement of their Community Kitchen and \$30,111.64 to Trinity Group Homes for rehabilitation to various LMI apartments in Coeur d'Alene.
SIDEWALKS	<u>10.3%</u>	<u>8.4%</u>	<u>\$25,000.00</u>	<u>\$25,000.00</u>	Sidewalk repair/replacement within LMI Census block areas.
NEIGHBORHOOD REVITALIZATION/ CODE ENFORCEMENT	<u>16.5%</u>	<u>17.1%</u>	<u>\$40,000.00</u>	<u>\$50,753.36</u>	Available for home revitalization including emergency minor home repairs for LMI homeowners
INCREASE HOUSING SPECIAL NEEDS/ HOMELESS	=	<u>0.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>	No current projects identified. Will look for future partnerships.
	=	-		-	
ECONOMIC DEVELOPMENT	=	<u>0.0%</u>	<u>\$0.00</u>	<u>\$0.00</u>	No current projects identified. Will look for future partnerships.
	=	-		-	
TOTAL	<u>100.0%</u>	<u>100.0%</u>	<u>\$243,000.00</u>	<u>\$297,298.00</u>	

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 9/30/2013	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/2013
<u>General-Designated</u>	\$576,762	\$119	\$147,044	\$429,837
<u>General-Undesignated</u>	5,515,342	5,102,006	5,433,621	5,183,727
<u>Special Revenue:</u>				
Library	170,407	7,329	118,307	59,429
CDBG	(193)	35,326	35,091	42
Cemetery	75,146	23,402	22,963	75,585
Parks Capital Improvements	56,674	48,821	112,721	(7,226)
Impact Fees	2,579,960	119,361	45,865	2,653,456
Annexation Fees	14,776	1	14,002	775
Insurance	3,178,651	1,585	9,437	3,170,799
Cemetery P/C	1,784,228	26,193	2,940	1,807,481
Jewett House	52,766	12,191	1,615	63,342
Reforestation	16,584	1	5	16,580
Street Trees	179,442	8,413	1,125	186,730
Community Canopy	2,098	510	65	2,543
CdA Arts Commission	1,821		31	1,790
Public Art Fund	79,518	6	12,031	67,493
Public Art Fund - LCDC	537,880	39	51,371	486,548
Public Art Fund - Maintenance	119,579	131	610	119,100
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	458,301	2,722	265	460,758
LID Guarantee	38,770	45,690	51,131	33,329
LID 130 Lakeside / Ramsey / Industrial Park	444	51,120		51,564
LID 146 Northwest Boulevard	-			-
LID 149 4th Street	-			-
<u>Capital Projects:</u>				
Street Projects	210,547	200,170	68,300	342,417
<u>Enterprise:</u>				
Street Lights	76,225	95,148	635	170,738
Water	395,542	706,618	653,460	448,700
Water Capitalization Fees	3,019,608	109,606	2,995	3,126,219
Wastewater	5,297,003	635,413	701,156	5,231,260
Wastewater-Reserved	1,336,275	27,500		1,363,775
WWTP Capitalization Fees	2,733,413	210,439	601	2,943,251
WW Property Mgmt	60,668			60,668
Sanitation	(348,327)	276,347	295,109	(367,089)
Public Parking	(125,102)	94	6,427	(131,435)
Stormwater Mgmt	489,278	84,349	504,362	69,265
Wastewater Debt Service	1,013,331	73	1,427	1,011,977
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	211,987	187,232	211,987	187,232
LID Advance Payments	713	74		787
Police Retirement	1,397,290	14,514	25,561	1,386,243
Sales Tax	1,325	2,161	1,325	2,161
BID	138,490	6,310	55	144,745
Homeless Trust Fund	372	357	372	357
GRAND TOTAL	\$31,347,593	\$8,041,371	\$8,534,012	\$30,854,952

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 31-Oct-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2013	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$212,366	\$17,116	8%
	Services/Supplies	11,840	35	0%
Administration	Personnel Services	319,115	24,952	8%
	Services/Supplies	69,390	285	0%
Finance	Personnel Services	614,642	48,793	8%
	Services/Supplies	99,060	3,849	4%
Municipal Services	Personnel Services	960,817	77,362	8%
	Services/Supplies	444,141	38,243	9%
	Capital Outlay	7,000		
Human Resources	Personnel Services	244,271	9,237	4%
	Services/Supplies	30,200	(100)	0%
Legal	Personnel Services	1,377,700	113,744	8%
	Services/Supplies	104,126	4,156	4%
Planning	Personnel Services	433,125	28,717	7%
	Services/Supplies	9,100		
Building Maintenance	Personnel Services	299,965	23,877	8%
	Services/Supplies	122,296	7,652	6%
	Capital Outlay			
Police	Personnel Services	9,640,019	741,209	8%
	Services/Supplies	796,950	50,926	6%
	Capital Outlay	66,372		
Fire	Personnel Services	7,524,974	577,382	8%
	Services/Supplies	405,436	2,092	1%
	Capital Outlay			
General Government	Services/Supplies	216,920	216,170	100%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services		15,997	
	Services/Supplies			
	Capital Outlay			
COPS Grant	Personnel Services	116,206		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	43,100	4,695	11%
	Capital Outlay	27,156		
Streets	Personnel Services	1,904,608	146,787	8%
	Services/Supplies	553,251	(2,962)	-1%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
31-Oct-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2013	PERCENT EXPENDED
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CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
31-Oct-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2013	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	210,544	13,122	6%
	Services/Supplies	38,300	450	1%
Engineering Services	Personnel Services	523,881	43,772	8%
	Services/Supplies	741,600	32,453	4%
	Capital Outlay			
Parks	Personnel Services	1,404,361	92,886	7%
	Services/Supplies	438,300	8,008	2%
	Capital Outlay	83,000		
Recreation	Personnel Services	619,035	42,700	7%
	Services/Supplies	136,200	923	1%
Building Inspection	Personnel Services	850,588	61,848	7%
	Services/Supplies	43,258	34	0%
Total General Fund		31,743,213	2,446,410	8%
Library	Personnel Services	1,034,823	91,825	9%
	Services/Supplies	182,350	14,156	8%
	Capital Outlay	110,000	686	1%
CDBG	Services/Supplies	297,298	7,497	3%
Cemetery	Personnel Services	140,091	13,052	9%
	Services/Supplies	94,164	2,400	3%
	Capital Outlay	38,000		
Impact Fees	Services/Supplies	731,710	45,000	6%
Annexation Fees	Services/Supplies	14,000	14,000	100%
Parks Capital Improvements	Capital Outlay	460,800	70,594	15%
Insurance	Services/Supplies	280,000		
Cemetery Perpetual Care	Services/Supplies	98,000		
Jewett House	Services/Supplies	59,640	(77)	0%
Reforestation	Services/Supplies	2,000		
Street Trees	Services/Supplies	65,000	600	1%
Community Canopy	Services/Supplies	1,500	65	4%
CdA Arts Commission	Services/Supplies	6,600	31	0%
Public Art Fund	Services/Supplies	250,800	13,208	5%
Total Special Revenue		3,866,776	273,037	7%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
31-Oct-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2013	PERCENT EXPENDED
Debt Service Fund		<u>1,255,435</u>	<u>51,120</u>	<u>4%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
31-Oct-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2013	PERCENT EXPENDED
15th Street at Cherry Hill	Capital Outlay	68,370		
Govt Way - Hanley to Prairie	Capital Outlay	1,300,000		
Levee Certification	Capital Outlay	260,000		
15th Street - Lunceford to Dalton	Capital Outlay			
3rd / Harrison signal	Capital Outlay		1,350	
Atlas Road Widening	Capital Outlay	394,000		
Kathleen Ave Widening	Capital Outlay	50,000		
Total Capital Projects Funds		2,072,370	1,350	0%
Street Lights	Services/Supplies	572,000	282	0%
Water	Personnel Services	1,652,706	136,673	8%
	Services/Supplies	4,219,911	56,648	1%
	Capital Outlay	2,329,900	2,474	0%
Water Capitalization Fees	Services/Supplies	1,100,000		
Wastewater	Personnel Services	2,352,374	185,700	8%
	Services/Supplies	6,338,854	125,310	2%
	Capital Outlay	10,160,300	24,697	0%
	Debt Service	2,025,641		
WW Capitalization	Services/Supplies	900,000		
Sanitation	Services/Supplies	3,499,362	292,005	8%
Public Parking	Services/Supplies	179,957	3,920	2%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	103,183	8,200	8%
	Services/Supplies	663,812	45,000	7%
	Capital Outlay	250,000		
Total Enterprise Funds		36,348,000	880,909	2%
Kootenai County Solid Waste		2,200,000		
Police Retirement		175,800	14,429	8%
Business Improvement District		186,000		
Homeless Trust Fund		5,900		
Total Fiduciary Funds		2,567,700	14,429	1%
TOTALS:		\$77,853,494	\$3,667,255	5%