

# Coeur d'Alene

## CITY COUNCIL MEETING

*May 21, 2013*

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**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

May 7, 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 May 7, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

**CALL TO ORDER:** Mayor Bloem called the meeting to order.

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

**PLEDGE OF ALLEGIANCE:** Councilman Adams led the pledge of allegiance.

**PROCLAMATION:** Councilman Adams presented the proclamation for Bike to Work Month for May 2013. Warren Fischer, Vice Chair of the Pedestrian Bicycle Committee, accepted the proclamation. Mr. Fischer encouraged citizens to participate in the Bike to Work week events throughout the week of May 13, 2013.

**PRESENTATION: BOYS AND GIRLS CLUB OF KOOTENAI COUNTY:** Police Chief Wayne Longo introduced Ryan Davis, Executive Director, and Pat Whalen, Board President, of the Boys and Girls Club of Kootenai County. Mr. Longo stated that law enforcement has seen juvenile crime rates drop in communities where Boys and Girls Clubs exist. Mr. Davis stated that the mission of the club is to serve at risk youth. He mentioned several of the programs provided to the youth, including after school programs and in-home programs that take place during key hours for at risk youth. He stated that their program is unique, as they have paid staff and a dedicated facility. They make programs available and affordable to all kids, with a yearly membership fee of \$40.00 per year. He thanked the 20 dedicated board members that currently serve. Mr. Whalen stated that they just successfully completed their Post Falls fundraising, including an endowment. He invited the City Council and community to tour the Post Falls facility. He stated that they strive to be a Kootenai County-wide program and need to move into Coeur d'Alene to continue that mission. Mr. Whalen stated that they would like a facility in the area near Borah, Bryan, and Fernan Schools, which are all within a mile and a half of Person Field, which is why Person Field would be a desirable location for a future facility. He believes that they could peacefully co-exist with current uses of the field. They have spoken with the

School District and Junior Tackle group. They would like to build and pay for a facility with a nominal lease fee back to the City.

Councilman McEvers asked for clarification as to how they fund programs. Mr. Whalen stated that they seek sponsorships, hold fun runs and auctions, and have generous benefactors. Councilman McEvers asked how they compare to the Kroc Center. Mr. Whalen stated that they are a youth development agency and take their direction from a national program. They feed the children, spend an hour of time on homework, and then they get to do organized activities. Councilman McEvers clarified that they appear to plug the hole of time between school and when parents get home from work. Chief Longo stated that typical juvenile crime occurs between 3:00 p.m. and 7:00 p.m., so engaging the youth during that time with structured programs is important and he encouraged the City Council to go to the website. Councilman Goodlander thanked them for the update, stated that she believes that the opportunity is a positive direction for that area of town, and would serve a good purpose. Councilman Edinger stated he is in favor of the Boys and Girls Club, but had concern that it had been less than a month since the City acquired Person Field and felt the City should hear some comments from our Recreation Department. Additionally, the City Council had previously stated that they would talk to the neighborhood, so it would be important not to rush into something. Councilman Edinger stated that the School District could have donated that land to the City or the Club. Mr. Whalen stated that they were hoping to start the conversation tonight. If Person Field does not work then they will continue to look for the right location. Councilman Gookin asked if the Club had met with the residents. Mr. Whalen stated that they had not yet met with the residents, but a community meeting would be a good idea to continue to discuss this idea. He also stated that he would love to host the neighborhood to their Post Falls facility, so they could get a feel of what they would be proposing. Councilman Adams asked what the square footage of the proposed facility would be. Mr. Ryan stated it would be an approximately 10,000 square foot facility, similar to the Post Falls facility.

**MOTION:** Motion by Gookin seconded by Adams to direct staff to coordinate a meeting with the Boys and Girls Club, the neighborhood, Junior Tackle, and Parks and Recreation. **Motion Carried.**

**PRESENTATION: MCEUEN PARK CONSTRUCTION UPDATE:** Dennis Grant, Engineering Project Manager, informed the City Council that the 2012 McEuen project (on the south side of City Hall) has entered the landscaping phase with the paving of the trail to be next. The 2013 McEuen project has completed the mass grading and shoring phase. The trail outside the fencing is a good location for citizens to witness the construction activities. Currently the contractor is installing stormwater facilities from the splash pad to the harbor house and is about 50% complete. The Osprey are back and are nesting on the middle pole. The contractor is beginning to do the footings of the parking structure and elevators. A traffic route and parking map has been distributed to area businesses, the Chamber of Commerce and is available on the City web site ([www.cdavid.org](http://www.cdavid.org)). The Third Street boat launch will be temporarily closed between June 1 and September 30, which will allow the demolition of the asphalt for the installation of stormwater pipes and drains. Mr. Grant provided a brief budget update stating that the 2012 project had an engineer's estimate of \$1.56 Million, with the bid coming in at \$1.2 million, and they are nearing the end of that project and it will be within the bid amount. The 2013 project

was bid at \$14.8 million, and as of the last progress pay, 11% had been paid out, with 10% contract days expired. The project is on schedule; however, the contractor originally proposed to start on the Westside and work toward the east. They decided to go east to west, so the schedule looks like a lag on one end and ahead on another. Since the project is only at a month and a half, it appears to be on schedule.

Councilman Gookin asked if the temporary closure of the launch is set in stone. Mr. Grant stated that the boat launch closure will take place on June 1, 2013; however, the boat moorage docks will continue to be open for boats already in the water. Mr. Grant stated that it appears the locals have figured out the traffic routes and he encouraged people to come downtown and visit the local area businesses.

**PUBLIC COMMENTS:** Mayor Bloem reminded commenters of the 5-minute allowance for public comment and that matters should be related to City government business and asked the City Council members to do the same thing during the Council comment period.

**Person Field:** Bruce MacNeil, 527 N. 17<sup>th</sup> Street, stated that he is concerned with the carving up of Person Field. He stated that there is a level of frustration by the neighbors and himself regarding the length of time it took to acquire the field. He feels that the leadership of the City and School District pit neighbor against neighbor. This issue should be tabled, and then revisited after the newly elected Mayor and City Council take office in January; then discussions should begin with the neighborhood to master plan the field as a neighborhood park. He did not think it was appropriate for the Boys and Girls Club to present the idea of Person Field tonight. He requested the Council reverse their motion. He further stated that he might run for a position on the November ballot.

Councilman Gookin stated that the motion is to meet with the neighbors and asked if Mr. MacNeil was opposed to meeting. Mr. MacNeil stated that he was opposed because he does not trust the current Council. He wants it addressed after the newly elected Council are in office. He does not believe the Boys and Girls Club should be at the table yet. Councilman Gookin believes there is a division in the community, but he does not want to see a pattern that all business stops until after the election. Mr. MacNeil reiterated that he does not want the current Council involved in the Person Field discussion, as he does not trust them. Councilman Gookin believes that it would set a precedent and that important issues would not be addressed. Mr. MacNeil does not believe that would be good leadership.

**Miscellaneous:** Gregory Cook, 11100 Airport Drive, Hayden, stated that he was recently appointed as the Executive Director for Panhandle Area Council and that it was his fifth day on the job. He wanted to introduce himself and stated his desire to continue business development throughout the region. He stated that he was excited to work with the City into the future.

Dave Barger, 530 W. Harrison, stated that the people speaking so far this evening have the best interest of the community in mind, and there has to be a modicum of trust in those leading the City. He expressed concern with the Consent Calendar items related to public safety as they would be common sense items and should be removed for later discussion.

Mathew Ryan, 815 Madison, Post Falls, stated that he likes all the changes in Coeur d'Alene, such as the increased number of churches and community involvement. He would normally support the Boys and Girls Club, and had volunteered for their organization many years ago in California. His expressed concern that at any time the Club could adopt a policy regarding counseling youth on Planned Parenthood and that Agenda 21 would rear its ugly head and hijack the organization. If there a true separation of church and state, no taxpayer funds should be used for morally reprehensible activities.

**CONSENT CALENDAR: Motion** by Goodlander, seconded by McEvers to approve the consent calendar as presented. Councilman Edinger asked that Item 3(g) be discussed separately.

1. Approval of Minutes for April 16, 2013.
2. Setting General Services and Public Works Committees meetings for Monday, May 13<sup>th</sup> at 12:00 noon and 4:00 p.m., respectively.
3. **CONSENT RESOLUTION NO. 13-027** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A LAW ENFORCEMENT PROTECTION CONTRACT WITH KOOTENAI COUNTY FOR MARINE SERVICES; APPROVAL OF A MEMORANDUM OF AGREEMENT WITH KOOTENAI COUNTY SHERIFF'S OFFICE FOR MUTUAL ASSISTANCE; APPROVAL OF AN AGREEMENT WITH IDAHO TRANSPORTATION DEPARTMENT FOR FIRE PROTECTION WITHIN HWY-95 AND I-90 RIGHTS-OF-WAY; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PANHANDLE AREA COUNCIL (PAC) FOR CDBG GRANT ADMINISTRATIVE SERVICES; APPROVING THE DECLARATION OF SURPLUS NON-WORKING PORTABLE SERVICE LIGHT TRAILER – STREET DEPARTMENT; AND APPROVAL OF S-3-12, COEUR D'ALENE PLACE 20<sup>TH</sup> ADDITION: FINAL PLAT, SUBDIVISION AGREEMENT AND BONDING APPROVAL; ~~AND APPROVAL OF FOURTEEN (14) SEPARATE-BUT IDENTICAL SEWER LATERAL REPLACEMENT AGREEMENTS WITH THE FERNAN LAKE TERRACE SUBDIVISION HOMEOWNERS AS PART OF THE 2013 OPEN TRENCH PROJECT.~~
4. Approval of Beer/Wine License – CDB Hospitality, LLC D/B/A Spring Hill Suites, 2250 W. Seltice Way
5. Approval of Beer/Wine License – Transfer from Good Eats, Inc. (Franklin's Hoagies) to Dub Snacks, LLC., 100 N. B Street
6. Approval of Mobile Food Concession – Lisa Hall for "The Icebox Ice Cream Truck"
7. Setting of a Public Hearing – May 21, 2013 for the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) for Plan Year 2012

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

## RESOLUTION NO. 13-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING FOURTEEN (14) SEPARATE BUT IDENTICAL SEWER LATERAL REPLACEMENT AGREEMENTS WITH THE FERNAN LAKE TERRACE SUBDIVISION HOMEOWNERS AS PART OF THE 2013 OPEN TRENCH PROJECT.

**DISCUSSION:** Councilman Edinger asked for clarification if all 14 residents have agreed to the Open Trench project, as he understood there was a meeting scheduled to discuss the construction project on Thursday. Wastewater Superintendent Frederickson stated that he is unaware of such a meeting and that they have secured all 14 signatures. Mr. Gookin stated that a few weeks back Mr. Szmania wanted an accommodation to the west side and wondered if that had occurred. Mr. Fredrickson stated that there is not enough of a grade to do a gravity feed, so they will have to use a pump. Councilman Edinger stated that he would like to table this item until the next meeting, as he understands the neighbors are not all satisfied with what has transpired, such as his daughter and son in-law.

**MOTION:** Motion by Edinger, seconded by Gookin, to table this item the item to the Council meeting of May 21, 2013.

**DISCUSSION:** Councilman McEvers stated that it seems that everyone has signed the agreements, but some are not happy. Mr. Fredrickson stated that the main line has been installed and they are beginning the process of connecting the houses this week and that he is unaware of any issues and that they have been in contact with the neighbor several times, and clarified that this will not stop the process. Councilman Edinger stated that one of the issues is that they were told there would be some additional costs to the homeowner if the contractor could not go down so many feet. Mr. Fredrickson stated that he is unaware of the meeting and any additional costs. He will talk to the homeowners tomorrow to clarify the issues. He explained that the soil is coarse and specifically on the Szmania property, they thought they would lose the chimney and the garage if they continued to dig. They determined that they cannot do a gravity line on either side of the house. Councilman Goodlander clarified that that area of town was built on wood waste/fill and there has been settling in the area and homeowners have already had to do repairs; therefore, this is a complicated project. Mr. Fredrickson stated that if the plumbing code says you have to have a certain grade for gravity, and they do not have that grade, then they have to pump. The pump will be at the City's cost and he will get to the bottom of the concern in the morning. Mr. Fredrickson stated that they will continue with the other homes until the issue with the Szmania property is resolved. Councilman Edinger stated that there is another concern that the City will only guarantee the pump for a period of time. Mr. Fredrickson explained that the homeowner will need to pay for the minimal electrical costs and be responsible for repair and maintenance of the pump. This is not unlike what the City did at a restaurant on Sherman Avenue. Councilman Edinger still feels that this could be tabled for the next meeting. Mayor Bloem clarified that the City Council can approve the agreement, with Mr. Fredrickson's statement that he would not continue with that specific property until the issue is resolved. Councilman Goodlander called for the question. Motion carried.

**MOTION FAILED:** Motion to table this item the item to the Council meeting of May 21, 2013 failed.

**MOTION:** Motion by Goodlander, seconded by McEvers to approve item 3(g). **Motion carried**, with Edinger and Gookin voting No.

#### **COUNCIL ANNOUNCEMENTS:**

Councilman Adams thanked the public for giving their comments this evening and felt they all had valid points. He wanted to speak to Mr. MacNeil's comments since he seconded the motion. He did not realize Mr. MacNeil's level of compassion and he did not see the acquisition as a death but a birth sees it as an opportunity to bringing parties together and start discussions.

Councilman McEvers has been on videotaping the McEuen construction progress, and played a 4-minute video presentation.

**APPOINTMENTS:** The Mayor recommended the appointment of Adam Graves to the Parking Commission, Joe Sharnetsky to the Arts Commission, Jef Lemmon to the Design Review Commission, and Peter Luttrupp to the Planning Commission.

**MOTION:** Motion by Goodlander, seconded by McEvers to approve the appointment of Adam Graves to the Parking Commission, Joe Sharnetsky to the Arts Commission, Jef Lemmon to the Design Review Commission and Peter Luttrupp to the Planning Commission.

**Motion carried** with Gookin and Adams voting No.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel reported that there is an interactive map of other nearby boat launches and traffic routes are available on the City's main web page at [www.cdaid.org](http://www.cdaid.org). The Coeur d'Alene Arts Commission is seeking artists for the McEuen Park Entry Arch. The arch will be over the main pedestrian entrance to McEuen Park. As the gateway between downtown Coeur d'Alene, the park, and lakefront, the Arch will be the first impression many visitors see of the park area. Submission Deadline is May 24, 2013. To download the Call to Artists, visit our website at [www.cdaid.org](http://www.cdaid.org), or call Steve Anthony at 769-2249 for more information. The City of Coeur d'Alene Arts Commission is also seeking artists for a McEuen Park Interactive Sculpture. The Interactive Sculpture will be located at the South/Center Trail Confluence of McEuen Park. The goal for the Interactive Sculpture is to significantly beautify the southern side of the revitalized McEuen Park. Other than having some sort of interactive component, there is no theme to this Call to Artists, allowing for open interpretation and creativity to make a lasting impression on residents and visitors. Information packets are available at City Hall, 710 E. Mullan Avenue, or online at [www.cdaid.org](http://www.cdaid.org). Artist proposals are due by 5:00 p.m., June 21, 2013. Artists with questions are encouraged to contact Steve Anthony, Arts Commission Liaison, at 769-2249. Finally, the Coeur d'Alene Arts Commission is seeking artists for public art to be located at the McEuen Park Third Street Entrance. The goal for the piece is to significantly beautify one of the primary entrances of the revitalized McEuen Park. It is meant to be a piece of public art visually enjoyed by visitors to the park, as well as a feature of the park that can be seen by passersby. Located at a busy

thoroughfare of the park and neighboring street, the area around the art will receive a lot of vehicle and foot traffic as visitors enter and exit the park. Submission Deadline is June 21, 2013. To download and print the Call to Artists, visit our website at [www.cdaid.org](http://www.cdaid.org), or call Steve Anthony at 769-2249 for more information. The City is pleased to report that the recent Arbor Day celebration at Cherry Hill Park on April 27<sup>th</sup> was a well-attended success. Activities included a free pancake breakfast sponsored by Sun Valley Tree service; followed by art contest awards, ceremonial tree planting, door prizes and presentation of the City's 29<sup>th</sup> Tree City USA honors by Shane O'Shea of the Department of Lands. Congratulations to Officer Amy Winstead who received the "Distinguished Alumni of the Year" at the commencement ceremony for Lewis Clark State College last Sunday. Officer Winstead was honored for her outstanding work in the area of domestic violence. Nearly eleven years ago, the Coeur d'Alene City Council passed an ordinance allowing youth representation on City Boards, Commissions, and Committees. If you are interested in serving as a student representative, visit [www.cdaid.org](http://www.cdaid.org) and print out an informational letter and application form. Deadline for Applications is May 31<sup>st</sup>. The 2013 Summer Arts for Youth program begins in June. The Coeur d'Alene Arts Commission sponsors this award winning arts program for youth. Please visit our website at [www.cdaid.org](http://www.cdaid.org) to download the complete brochure.

**REQUEST FOR CYCLE PUB AUTHORIZATION:** Mr. Edinger stated that the General Services Committee had some discussion regarding the Cycle Pub, whose name may be changed. The Committee voted to approve the cycle request. Councilman Adams asked Mr. Brown to provide some comments. Mr. Brown stated that the business model they copied was from Bend, Oregon, and that there is another one in Boise. The public responds really well to it, and that the alcohol is allowed in those two cities, although he would not be requesting it for Coeur d'Alene. He would like to provide two-hour tours now through September, and in the off-season, he would like to open it up for non-profit fund raising opportunities. He thinks it will be well received in this area. Councilman McEvers stated that he was wondering how they will get up Government Way from Northwest Boulevard. Mr. Brown stated that there would be a small motor. Councilman Gookin stated that Boise downtown is flat and is concerned about the parking and congestion. Mr. Brown stated that the route proposed would take them from the NIC Parking lot to behind Kelly's pub/Capones, where parking is available they will use parking lots, and if right-of-ways are available they will use them. The driver will always be with the bike and if they have to keep moving, they will continue to circle the block. They will avoid downtown Sherman for this year. Councilman Gookin asked staff if the City has rules about slow moving vehicles. City Attorney, Mike Gridley stated that this is not a motor vehicle so it is not governed by the same motor vehicle laws, as it would be classified as a bicycle. He stated that one of the issues is that if they are not serving alcohol, they do not need a permit to operate on the streets, as there is nothing in our code regulating it at this time. Councilman Gookin asked how the City had previously regulated the carriage rides. Captain Childers stated that the carriage ride has light and turn signals for safety, and he believes the carriage also has a slow moving traffic placard, and the surrey cycle had lights as well. City Clerk, Renata McLeod, stated that in the past the City Council had made motions to approve the services, but no permits or other contracts were entered into. Mr. Brown presented several photographs of the cycle model that he would be utilizing. Councilman Edinger stated that the General Services Committee had some discussion regarding the name of the cycle and wondered if Mr. Brown had determined a name yet. Mr. Brown stated that they are still discussing names but no reference to

alcohol will be used. Mr. Gridley clarified that there is an open container law that prohibits alcohol on city owned property including rights-of-way and if the Council wanted to allow it on the cycle, (now or in the future) certain Ordinances would need to be amended.

**MOTION:** Motion by Edinger seconded by Adams to permit the cycle request of Mr. Brown.  
**Motion Carried.**

### **RESOLUTION NO. 13-028**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DECLARING PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION AND AUTHORIZING PROCEEDS FROM SALE TO BE DONATED TO SPECIALIZED NEEDS RECREATION.

Councilman Goodlander stated that the van requested to be surplused has been replaced and traditionally utilized by Special Needs Recreation (SNR). The SNR group requested the City donate the van so they could utilize the proceeds toward their facility. Recreation Director, Steve Anthony stated that SNR is one of the heartfelt programs in the City. Originally, this program was funded 100% by the City. In the 1980's, due to budget cuts, the program was lost, but the need did not go away. A group of parents came together and partnered with the City. Thereafter they created a 501C3 and worked with United Way to provide recreation for mentally disabled citizens. This program is shared with several other cities. The City has won awards for working in partnerships to build this program. Brent Albertson stated that he lived in California until December 2006, when his dad took a job with Cold Water Creek. He worried about being in a small town and the lack of public transportation, and was pleasantly surprised. He started participating in SNR; he made a lot friends, Annette Johnson who made him feel like he fit in and Missy, who he is now his fiancé. He thanked SNR for providing him an opportunity to meet friends and a future wife. He said that the City has donated two vans and has a little bus with wheelchair accessibility. He stated that they do need more wheelchair accessibility and hoped the Council supports the request. Mr. Anthony said that they have 600 adults and children that benefit from the program and any funds from the sale of the van would go back into the programs. Councilman Goodlander clarified that the goal would be to donate the van and the SNR program would go about disposing of the van and putting the funds back into the programs. Councilman Gookin stated that history was not prepared for the Public Works Committee meeting and had a concern other agencies would come forward. He appreciated the explanation that it was a City program that was privatized and is very successful. Mr. Anthony clarified that there are some federal regulations that regulate these programs.

**MOTION:** Motion by Goodlander, seconded by Edinger to adopt Resolution 13-028.

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

**Motion carried.**

**2013 WASTEWATER COLLECTION SYSTEM MASTER PLAN UPDATE:** Wastewater Superintendent Sid Fredrickson introduced Steve James from JUB Engineers to provide a presentation of the plan. Mr. James stated that this is the most exciting Master Plan he has been involved in during his career. He presented the project objectives and findings to explain how they conducted the research and how to implement the plan. They evaluated the existing collection systems, Maintenance and Operations, plant capacity, and sustainability. The American Society of Civil Engineers rates most sewer collection systems an average grade of a “D,” on a scale of A-D, while the City of Coeur d’Alene was rated as a “B-,” which is tremendous to where most systems are today. The existing system projects were prioritized by categories A through E. Categories A-C needs more efforts. Mr. James stated that 5% of the system is at the highest priority. The budgeted replacement amounts were found to be in line with expected costs. The biggest area of concern is the central business district and along the river. Project sheets were created that explain what needs to happen, the costs, and the timeline for the improvements. They were able to create asset management through GIS. They then looked at the estimated future growth, including land within the area of city impact, with some areas left out due to septic and probability of development. Mr. Fredrickson clarified that if growth patterns change it can be re-evaluated at that time. Mr. James clarified that master planning includes variable elements, which include following recommendations within the plan, evaluating the redevelopment of areas with higher density, and periodically reviewing and assessing problem areas and continue to eliminate inflow sources.

Councilman Gookin asked at what point in the process you would need to establish a special surcharge for new development. Mr. Fredrickson stated that is a current concern and he would like to have that data in hand before the next annexation request comes forward. He further stated that the City Council will need to consider remedies and expenses for storm water inflow issues in the future. Mr. Fredrickson thanked Jim Remitz, Glenn Shute, and Larry Parson for providing assistance to the creation of the plan and JUB employees Levis Shulroy and Chris Web.

**MOTION:** Motion by Goodlander, seconded by Gookin to approve the 2013 Wastewater Collection System Master Plan Update. **Motion carried.**

**EXECUTIVE SESSION:** **Motion** by Goodlander, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345 Subsection 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. The mere presence of legal counsel as executive session does not satisfy this requirement.

**ROLL CALL:** Edinger, Yes; Adams, Yes; McEvers, Yes; Goodlander, Yes; Gookin, Yes.  
**Motion carried.**

The Council entered into Executive Session at 8:07 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Administrator, and City Attorney. Matters discussed were those of pending litigation. No action was taken and the Council returned to regular session at 8:15 p.m.

**ADJOURNMENT: Motion** by McEvers, seconded by Goodlander to recess to May 16, 2013, at 6:00 p.m. for a Council Workshop to discuss the Annual City Strategic Planning at the Library Community Room and then to May 20, 2013 at 12:00 Noon for a Council Workshop to discuss the Coeur d'Alene Lake Drive property transfer from ITD. **Motion carried.**

The meeting recessed at 8:15p.m.

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

ATTEST:

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Renata McLeod,  
City Clerk

RESOLUTION NO. 13-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN ADDENDUM TO THE PROFESSIONAL SERVICES CONTRACT WITH SCHAFFER'S TOWING AND RECOVERY; AUTHORIZING THE REJECTION OF ATLAS WELL BID AND AUTHORIZATION TO ENTER INTO NEGOTIATIONS WITH HOLT SERVICES INC.; AND APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR WWTP PHASE 5C-1 CONSTRUCTION ADMINISTRATION SERVICES.

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

- A) Approving an Addendum to the Professional Services Contract with Schaffer's Towing and Recovery;
- B) Authorizing the Rejection of Atlas Well Bid and Authorization to Enter into Negotiations with Holt Services Inc.;
- C) Approving Amendment No. 1 to the Professional Services Agreement with HDR Engineering, Inc. for WWTP Phase 5C-1 Construction Administration Services;

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 C" 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 21<sup>st</sup> day of May, 2013.

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

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

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

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

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

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

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**Date:** May 7, 2013

**From:** Steve Childers

**Subject:** Request to extend contract – Single Source Towing contract with Schaffer's Towing

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**Decision Point:** Authorization to extend our contract for two more years with Schaffer's Towing and Recovery as our single source-towing provider for the City of Coeur d'Alene.

**History:** Prior to August 2002, the City of Coeur d'Alene had employed a Rotational Tow Truck Policy to address the vehicle towing needs for the City. However, during August 2002 the City of Coeur d'Alene changed their policy and a single source tow provider was selected. On average, the City of Coeur d'Alene dispatches approximately 1100 vehicle tows per year ranging from vehicles involved in accidents to abandoned vehicles located on public and private property. It has been determined that a single source tow provider is more economical and efficient for the City of Coeur d'Alene.

Schaffer's Towing and Recovery have met our requirements and are willing to provide our Agency and community with the same level of professionalism we have received for the past several years as our single source tow provider. Not only do they meet our requirements, they have provided a competitive towing fee scale that is both beneficial to the City as well as the motorist.

**Financial Analysis:** By continuing a single source towing provider, the City of Coeur d'Alene will realize cost savings by having more efficient response times to dispatched vehicle tows and will realize a cost savings with a reduction in staff time required to administer vehicle towing performed for the City of Coeur d'Alene.

**Performance Analysis:** A single source-towing provider will require less administration by City of Coeur d'Alene staff. In addition, City Police will be required to spend less time at calls involving vehicle tows.

**Decision Point / Recommendation:** Authorize the contract extension with Schaffer's Towing and Recovery as our single source-towing provider for the City of Coeur d'Alene.

**Addendum to Schaffer’s Towing and Recovery contract**

WHEREAS, The above parties entered into a Professional Services Contract (“Contract”) on June 9<sup>th</sup>, 2009, adopted pursuant to Resolution No. 09-024, for a single source towing contract; and

WHEREAS, the Contract was for a term of two (2) years, from June, 2009 through June, 2011, with two (2) additional two-year options for renewal; and

WHEREAS, The City of Coeur d’Alene (“City”) and Schaffer’s Towing and Recovery agree to the final two year extension.

THEREFORE, the parties mutually agree to amend the Contract as follows:

**1. Section 5.C: Storage Fees**

Tow Company agrees that it will charge no more than \$35.00 per day vehicle storage fee. A day will be assessed every 24 hours commencing at 5 p.m. each day.

**No Further Modification of the Professional Service Contract:**

The parties agree that the Contract between the parties, as herein extended, remains in full force and effect and that this Contract does not amend or alter any other right or obligation of either party under the Contract.

IN WITNESS WHEREOF, the City of Coeur d’Alene has caused this agreement to be executed by its Mayor and City Clerk, and the Owners have caused the same to be executed.

DATED THIS 29<sup>th</sup> day of May, 2013.

**CITY OF COEUR D’ALENE**

**Schaffer’s Towing and Recovery, LLC**

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

By: \_\_\_\_\_  
Terry Vulles, Manager

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 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 and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared **Terry Vulles**, known to me to be the Manager of **Schaffer's Towing & Recovery, LLC**, and the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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 Coeur d'Alene  
My Commission expires:

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** May 13, 2013  
**FROM:** Terry W. Pickel, Assistant Water Superintendent  
**SUBJECT:** Reject Atlas Well Bid, Authorization for Negotiation of Services.

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**DECISION POINT:** Staff requests that Council reject a non-responsive Atlas Well Bid and authorize staff to enter into negotiation with the contractor once a public works license has been acquired.

**HISTORY:** The Water Department is currently in the process of attempting to drill a new production well on property just north of Hanley Ave. and Atlas Rd. A test well has been drilled at this site and test pumped to ensure good water quality in preparation to drill the much larger production well. Welch Comer was the engineering firm selected to design the new source and oversee construction. Bids were let for drilling the first and second week of April with a bid opening date of April 24<sup>th</sup>. Despite aggressively seeking bids, only one bid was received from Holt Services, Inc. Unfortunately, the sole bidder did not have a current public works contractor's license in Idaho at the time of the bid opening which by Idaho Code disqualifies them from bidding.

**FINANCIAL ANALYSIS:** The Water Department received one bid in the sum of \$223,760.00 from Holt Services, Inc. The engineer's estimate was \$228,000.00. As previously mentioned, the sole bidder did not have a current public works contractor's license for the state of Idaho at the time of the bid resulting in a non-responsive bid submittal. This being the case, no qualified bids were received.

**PERFORMANCE ANALYSIS:** In checking with our Legal Department, staff was provided with the following information. Idaho Code 67-2805(3)(a) provides that bidding on public works contracts is only open to licensed public works contractors. Therefore the contract cannot be awarded and the bid must be rejected by the Council. However, Idaho Code 67-2805(3)(a)(viii) provides, when no qualified bids are received, the city can proceed with the work without further competitive bidding. In short, once the bid is rejected, Council can then authorize staff to enter into negotiations with the contractor to award them the work once the contractor is properly licensed. Welch Comer has been in contact with the contractor and they are willing to hold the same price for negotiation. They are currently working on acquiring their Idaho Public Works Contractor's License.

**DECISION POINT/RECOMMENDATION:** Staff requests that the Council reject the sole non-responsive bid of \$223,760.00 for the drilling of Atlas Well from Holt Services, Inc. and authorize staff to enter into negotiations for an agreement with Holt Services, Inc. once they have acquired their public works contractor's license.

# PUBLIC WORKS COMMITTEE

## STAFF REPORT

**DATE:** May 13, 2013

**FROM:** James Remitz, Capital Program Manager

**SUBJECT:** Amendment No. 1 Revised to the July 19, 2011 Professional Services Agreement between the City of Coeur d'Alene and HDR Engineering, Inc. for Construction Administration Services for WWTP Phase 5C.1.

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**DECISION POINT:** The City Council may desire to approve the proposed Amendment No.1 Revised to the July 19, 2011 Agreement between the City of Coeur d'Alene and HDR Engineering, Inc. (City of Coeur d'Alene Professional Services Agreement Resolution No. 11-024) and authorize the Mayor to execute this Amendment. Amendment No. 1 Revised which will provide construction administration services during the construction of WWTP Phase 5C.1; Initial Tertiary Filtration / Nitrification Improvements. A copy of the proposed amendment with Exhibit A, Scope of Services and Exhibit B, Compensation Schedule are included for your review.

**HISTORY:** The City of Coeur d'Alene Wastewater Department, in an effort to meet US EPA regulatory permit requirements, desires to construct the first full scale increment of low phosphorus improvements with Phase 5C.1 Initial Tertiary Membrane Filtration / Nitrification Improvements. The project improvements include construction of a new building, covered concrete tanks, procurement and installation of the tertiary membrane filters, construction of a new secondary effluent pump station, secondary aeration improvements, site improvements and associated pumps, piping and equipment. This revised amendment replaces the previously approved Amendment No. 1 (July 3, 2012) for additional professional services for the design of secondary aeration improvements that due to wastewater budget concerns at the time, was never executed. Amendment No. 1 Revised includes the design of the secondary aeration improvements and the construction administration for these improvements as part of Phase 5C.1

**FINANCIAL ANALYSIS:**

Planning and Design Engineering Services (per July 19, 2011 Agreement)	\$ 973,555
Amendment No. 1 Revised (Proposed)	<u>\$ 1,243,098</u>
Total	\$ 2,216,653

Funding for this Amendment No. 1 Revised is budgeted in the current FY 2102/2013 Wastewater Budget in account # 031-052-4954-7930 - 5C.1 Tertiary Treatment (Year 1 of 2).

**RECOMMENDATION:** Wastewater staff recommends approval of Amendment No. 1 Revised to the July 19, 2011 Professional Services Agreement between the City of Coeur d'Alene and HDR Engineering, Inc., for construction administration services in the amount of \$ 1,243,098.

Attachments:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

**AMENDMENT NO. 1 REVISED**

**to**

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**CITY OF COEUR D'ALENE**

**and**

**HDR ENGINEERING, INC.**

**for**

**PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION (TMF) /  
NITRIFICATION IMPROVEMENTS**

The agreement, made and entered into the 19<sup>th</sup> day of July, 2011, between the CITY, City of Coeur d'Alene and the CONSULTANT, HDR Engineering, Inc. is hereby amended on the 21<sup>st</sup> day of May, 2013 as set forth herein.

**W I T N E S S E T H:**

WHEREAS, the City faces changing effluent discharge conditions in the Spokane River as a result of water quality studies conducted by the Washington State Department of Ecology and renewal of the City's effluent discharge permit by Region 10 of the Environmental Protection Agency;

WHEREAS, the City has undertaken an analysis of the implications of these regulatory actions in preparation of an "Update to the Wastewater Facility Plan Amendment";

WHEREAS, the Phase 5 improvements will complete plant expansion to 6 mgd average daily capacity while preparing for future low effluent phosphorus concentrations;

WHEREAS, the City desires to design and construct the first full scale increment of low phosphorus improvements (Phase 5C.1 Initial TMF/Nitrification Improvements) to be required in upcoming permit renewals;

WHEREAS, the Consultant is completing the design of the Phase 5C.1 Initial TMF/Nitrification Improvements;

WHEREAS, the City desires to advertise for and award a construction contract to a General Contractor to construct the Phase 5C.1 Initial TMF/Nitrification Improvements;

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

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

WHEREAS, the City has agreed to have the Consultant provide the extra services as described in Attachment "A" Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Consultant agree that the agreement entered into the 19<sup>th</sup> day of July, 2011, shall be amended as follows:

#### Section 1. Scope of Services

The scope of services is amended to revise the project budget to provide the city with additional design services as well as office support and on-site observation during construction. The following work tasks are to be performed in accordance with the scope of work in Attachment "A":

- Task 700 - Secondary Improvements
- Task 800 - Construction Administration
- Task 900 - Construction Engineering
- Task 1000 - Field Services
- Task 1100 - Application Software Programming Services
- Task 1200 - Systems Commissioning
- Task 1300 - Project Close-out
- Task 1400 - Additional Unanticipated, Urgent, or Special Services

#### Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel,

specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

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

The additional Fixed Fee for services in Amendment No. 1 Revised shall be \$94,115 and the amended Total Fixed Fee shall be \$180,761.

The City's total consideration for services in Amendment No. 1 Revised, including labor costs, direct expenses and fixed fee, shall be \$1,243,098 and the total Agreement shall be amended not to exceed \$2,216,653.

Section 3. Schedule

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

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

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

\_\_\_\_\_  
Karen M Doherty, Vice President

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Zelma Z. Miller, Department Accountant

*[Notary page follows on next page]*



# **AMENDMENT NO. 1 REVISED (Replaces previously approved Amendment No. 1)**

## **EXHIBIT A**

### **PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION (TMF) / NITRIFICATION IMPROVEMENTS**

#### **SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION FOR CONSTRUCTION ADMINISTRATION**

### **INTRODUCTION**

Professional Consulting Services for the Construction Administration of the Phase 5C.1 Initial Tertiary Membrane Filtration and Nitrification Improvements (Phase 5C.1) project is described in this exhibit and it is amended to the original Agreement (City of Coeur d'Alene Professional Services Agreement Resolution No. 11-024) entered into on July 19, 2011. This supplement also extends the contract completion date to May 30, 2014. Tasks included in this Contract amendment include the following and are described in more detail below:

- Task 700 - Secondary Improvements
- Task 800 - Construction Administration
- Task 900 - Construction Engineering
- Task 1000 - Field Services
- Task 1100 - Application Software Programming Services
- Task 1200 - Systems Commissioning
- Task 1300 - Project Close-out
- Task 1400 - Additional Unanticipated, Urgent, or Special Services

### **SCOPE OF SERVICES**

#### ***Task 700 - Secondary Improvements***

##### **Sub-task 701 - Detailed Design for Secondary Aeration Improvements**

###### **Objective**

Provide plans and specifications for improvements to the secondary aeration system, including air scour for the integrated fixed-film activated sludge modules.

###### **Approach**

- Coordinate with high speed turbo blower approved manufacturers to select equipment and obtain details.
- Prepare detailed plans and specifications that define the size, configuration, process control and key features of the project components.
  - A preliminary drawing list includes:

- General
  - 000G06 - Site Plan, Staging Areas and Survey Control (modified)
  - 000G07 - Process Design Criteria (modified)
- Civil
  - 000C01 - Existing Yard Piping and Demolition Plan (modified)
  - 000C02 - Yard Piping Plan (modified)
  - 000C03 - Enlarged Yard Piping Plan (modified)
  - 000C06 - Finish Contours, Paving and Grading Plan (modified)
- Process
  - 501D02 Secondary Control Building - Aeration Air Piping Demolition Plan (new)
  - 501D03 - Secondary Control Building - Aeration Air Piping Plan and Section (new)
  - 501D04 - Secondary Control Building - Aeration Air Sections and Details (new)
  - 550D01 - Solids Contact/Sludge Reaeration Tanks - Aeration Air Piping Plan and Details (new)
- Mechanical
  - 501M01 - Aeration Blower Cooling System Plan and Section (new)
- Electrical
  - 000E15 - Electrical Distribution One-line Diagram Upgrade (modified)
  - 501E01 - Secondary Control Building - Control Plan and Details (modified)
  - 501E02 - Secondary Control Building - Photo Details and Panel Schedule (modified)
  - 501E03 - Secondary Control Building - Power Plan and Details (new)
  - 550E01 - Solids Contact/Sludge Reaeration Tanks - Power and Control Plan (new)
- Instrumentation
  - 000Y02 - PLC I/O Lists (modified)
  - 000Y19 - Process and Instrumentation Diagram - Secondary Aeration (new)
- A preliminary specification list includes:
  - Section 00300 - Bid Form (modified)
  - Section 01010 - Summary of Work (modified)
  - Section 01014 - Work Sequence (modified)
  - Section 01650 - Facility Start-up (modified)
  - Section 11081 - High Speed Turbo Aeration Blower (modified)
  - Section 13441 - Control Loop Descriptions (modified)
  - Section 13442 - Primary Elements and Transmitters (modified)
  - Section 15060 - Pipe and Pipe Fittings: Basic Requirements (modified)
  - Section 15605 - HVAC: Equipment (modified)

- Secondary aeration improvements will be incorporated into the Phase 5C.1 Initial TMF/Nitrification Improvements bid documents via addenda as a stand-alone bid item.
- Detailed design will include draft submittal to the City for review and comment, and a final submittal to Idaho DEQ for review and approval and to the City for incorporation into the bidding documents.
- Provide technical quality control review by HDR senior design staff.
- Provide opinion of probable construction cost for improvements.
- Conduct up to one (1) review meeting with City staff and up to two (2) Consultant staff members to discuss City comments on draft submittal.

### **Assumptions**

- Improvements will not require a preliminary engineering report but will require a plan and specification review by Idaho Department of Environmental Quality (DEQ).
- Drawings will be prepared per industry standards and specifications will be prepared using the sixteen-division format of the Construction Specifications Institute.
- The design will incorporate City and Consultant engineering and equipment standards to maintain consistency and compatibility with the City's facilities.
- Final
- Up to ten (10) drawings will be modified and up to eight (8) new drawings will be prepared for the Secondary Aeration Improvements.
- Up to nine (9) specification sections will be modified for the Secondary Aeration Improvements.
- City will assist with establishing final design criteria.
- City will perform a timely review of draft submittal and provide a single set of reconciled review comments.
- City will participate in review meeting.
- Final opinion of probable construction cost will be for continued cost baseline monitoring. Consultant will attempt to provide a range of accuracy based upon AACE International Recommended Practice No. 17R-97, Class 1, 70 to 100 percent project definition, +10% to -5% Range of Accuracy).

### **Deliverables**

- Draft design drawings and specifications transmitted to City via e-mail in .pdf format.
- Final design drawings and specification transmitted to City via e-mail in .pdf format.
- Opinion of probable construction cost transmitted to City via e-mail in .pdf format.

## **Sub-task 702 - Detailed Design for Tank Drain and Scum Pumping Station Improvements**

### **Objective**

Provide plans and specifications for improvements to the tank drain and scum pumping station.

### **Approach**

- Prepare detailed plans and specifications that define the size, configuration, process control and key features of the project components.
  - A preliminary drawing list includes:
    - General
      - 000G06 - Site Plan, Staging Areas and Survey Control (modified)
      - 000G07 - Process Design Criteria (modified)
      - 000G08 - Process Flow Diagram I (modified)
      - 000G09 - Process Flow Diagram II (modified)
    - Civil
      - 000C01 - Existing Yard Piping and Demolition Plan (modified)
      - 000C02 - Yard Piping Plan (modified)
      - 000C05 - Yard Piping Sections and Details (modified)
      - 000C06 - Finish Contours, Paving and Grading Plan (modified)
      - 000C08 - Enlarged Yard Piping Plan (new).
    - Process
      - 501D05 - Secondary Control Building & Clarifiers - Tank Drain and Scum Pumping Station Plan and Sections (new)
    - Electrical
      - 501E04 - Secondary Control Building & Clarifiers - Tank Drain and Scum Pumping Station Power and Control Plan (new)
    - Instrumentation
      - 000Y20 - Process and Instrumentation Diagram - Tank Drain and Scum Pumping Station (new)
  - A preliminary specification list includes:
    - Section 00300 - Bid Form (modified)
    - Section 01010 - Summary of Work (modified)
    - Section 01014 - Work Sequence (modified)
    - Section 01650 - Facility Start-up (modified)
    - Section 11076 - Pumping Equipment: Submersible Non-Clog (modified)
    - Section 13441 - Control Loop Descriptions (modified)
    - Section 13442 - Primary Elements and Transmitters (modified)
    - Section 15060 - Pipe and Pipe Fittings: Basic Requirements (modified)
- Tank Drain and Scum Pumping Station Improvements will be incorporated into the Phase 5C.1 Initial TMF/Nitrification Improvements bid documents via addenda as a stand-alone bid item.
- Detailed design will include draft submittal to the City for review and comment and a final submittal to Idaho DEQ for review and approval and to the City for incorporation into the bidding documents.
- Provide technical quality control review by HDR senior design staff.
- Provide opinion of probable construction cost for improvements.
- Conduct up to one (1) review meeting with City staff and up to two (2) Consultant staff members to discuss City comments on draft submittal.

## **Assumptions**

- Improvements will not require a preliminary engineering report but will require a plan and specification review by Idaho DEQ.
- Drawings will be prepared per industry standards and specifications will be prepared using the sixteen-division format of the Construction Specifications Institute.
- The design will incorporate City and Consultant engineering and equipment standards to maintain consistency and compatibility with the City's facilities.
- Up to eight (8) drawings will be modified and up to four (4) new drawings will be prepared for Tank Drain and Scum Pumping Station Improvements.
- Up to eight (8) specification sections will be modified for the Tank Drain and Scum Pumping Station Improvements.
- City will assist with establishing final design criteria.
- City will perform a timely review of draft submittal and provide a single set of reconciled review comments.
- City will participate in review meeting.
- Final opinion of probable construction cost will be for continued cost baseline monitoring. Consultant will attempt to provide a range of accuracy based upon AACE International Recommended Practice No. 17R-97, Class 1, 70 to 100 percent project definition, +10% to -5% Range of Accuracy).

#### **Deliverables**

- Draft design drawings and specifications transmitted to City via e-mail in .pdf format.
- Final design drawings and specification transmitted to City via e-mail in .pdf format.
- Opinion of probable construction cost transmitted to City via e-mail in .pdf format.

### **Task 800 - Construction Administration**

Assist City in administering the construction of the Wastewater Treatment Plant (WWTP) Phase 5C.1 Initial TMF and Nitrification Improvements (Phase 5C.1) project.

#### **Sub-task 801 - Project Management**

##### **Objective**

Provide scope, schedule, and cost control services of Consultant's contract during the construction phase of the project.

##### **Approach**

- Communicate scope, schedule, and budget status with City and the project team through project management plan, telephone calls, and e-mail communications.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Prepare and submit monthly progress reports and invoices to City. The monthly progress report will include work performed within invoiced period, tracking of Consultant contract changes and the cumulative effect of changes on Consultant contract budget.

### **Assumptions**

- This task is for the management of Consultant's contract.
- This Scope of Services assumes a single construction contract will be executed for the Phase 5C.1 project.
- Consultant will manage Consultant staff and sub-consultants.
- Costs for this contract will be tracked at the task level.
- Budget may be transferred between tasks and from sub-consultant to Consultant without an amendment to the Agreement, unless such transfers also require a change in total fee.
- Consultant will proportionately adjust loaded labor rates to actual salary and wage increases for individuals.
- Invoice and progress report format will follow Consultant standard format.
- Up to twelve (12) invoices and progress reports will be submitted to City.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Monthly progress reports and invoices transmitted to City via e-mail in .pdf format.

## **Sub-task 802 - Quality Assurance and Quality Control**

### **Objective**

Verify that services conform to generally accepted standard of care, i.e., the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality, and meet Consultant's expectations for quality.

### **Approach**

- Conduct a project approach and resource review (PARR) with Consultant's senior design and construction personnel. This review will serve as a verification of the procedures and practices being used by the construction administration team.
- Conduct up to four (4) management review meetings with City.
- Develop agendas and notes for each review meeting.

### **Assumptions**

- PARR will occur in Consultant's Coeur d'Alene office, will involve up to five (5) Consultant construction administration staff, and will last up to eight (8) hours.
- Management review meetings will occur in City's Wastewater Administration Building conference room, will involve up to four (4) Consultant construction administration staff, and will last up to eight (8) hours each.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- PARR form transmitted to City via e-mail in .pdf format, if requested.
- Agenda and notes for each management review meeting transmitted to City via e-mail in .pdf format.

## **Sub-task 803 - Safety Plan**

### **Objective**

Provide a safety plan for Consultant staff during the administration of the construction project.

### **Approach**

- Consultant will develop a Safety and Health Plan for Consultant staff.

### **Assumptions**

- City and Contractor are completely responsible for safety on this project, including the safety of City personnel and the public.
- Consultant shall not be responsible for the health and safety of City or Contractor, their employees, subcontractors, or agents on site or in any way arising from the work on this project.
- Direct expenses for printing, photocopying, and technology will be billed to City.

### **Deliverables**

- Consultant Safety and Health Plan transmitted to City via e-mail in .pdf format, if requested.

## **Sub-task 804 - Document Management System**

### **Objective**

Maintain an electronic Document Management System (DMS) for managing project electronic files.

### **Approach**

- Maintain electronic files in the DMS, including but not limited to shop drawing transmittals, requests for information, change proposal requests, change orders, field reports of project activities, digital photographs, audio recordings of meetings and conferences, material testing logs, work deficiency checklists, contractor payment certifications and correspondence between Consultant, Contractor, utility companies/agencies, other parties, and City.
- Provide logs for shop drawing transmittals, requests for information, field orders, change proposal requests, change orders, and work deficiency lists to City and Contractor on a weekly basis.
- Coordinate logs once per month with Contractor and resolve discrepancies.

### **Assumptions**

- Consultant will use Consultant's Project Tracker and Bentley ProjectWise for the DMS.
- Consultant will not maintain a hard copy of documentation in addition to the DMS.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Filing system index transmitted to City via e-mail in .pdf format.

- Weekly tracking logs for shop drawing transmittals, requests for information, field orders, change proposal requests, change orders, and work deficiency checklists transmitted to City and Contractor via e-mail in .pdf format.

## **Task 900 - Construction Engineering**

### **Sub-task 901 - Pre-construction Conference**

#### **Objective**

Conduct a pre-construction conference to establish basic project protocols and procedures.

#### **Approach**

- Identify with City and Contractor the parties to be included in the conference.
- Notify parties as to the time and place of the meeting. Include in the notification a preliminary agenda for comment and identification of specific items they may want addressed during the conference.
- Distribute final agenda and provide hard copies for participants.
- Conduct the pre-construction conference, including site walk, with City, construction contractor and their sub-contractors and suppliers, agency officials, and Consultant construction administration team.
- Distribute meeting notes to persons in attendance, parties notified of conference but not in attendance, and the DMS.

#### **Assumptions**

- Pre-construction conference will occur in City's Wastewater Administration Building conference room, will involve up to four (4) Consultant team members, and will last up to four (4) hours.
- Up to ten (10) hard copies of conference agenda will be furnished by Consultant.
- Conference audio will be digitally recorded and filed in the DMS.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City.

#### **Deliverables**

- Draft conference agenda transmitted to City and Contractor via e-mail in .pdf format.
- Final conference agenda transmitted to City and Contractor via e-mail in .pdf format and up to ten (10) hard copies delivered at conference.
- Meeting notes transmitted to City and Contractor via e-mail in .pdf format.

### **Sub-task 902 - City Coordination Meetings**

#### **Objective**

Conduct meetings with City to discuss project progress and City concerns.

#### **Approach**

- Utilize draft agendas for the construction progress meetings as the agenda for City coordination meetings.

- Conduct coordination meetings every other week with City to review progress, issues, and concerns prior to construction progress meetings.
- Additional participants in the meeting may include utility agencies and companies, and/or permitting agencies depending upon what is being discussed.
- Meeting notes may be incorporated into the final agenda for the construction progress meetings (see Sub-task 903 - Construction Progress Meetings).

### **Assumptions**

- Coordination meetings will occur in City's Wastewater Administration Building conference room and via conference call for those team members not in physical attendance, will involve up to three (3) Consultant construction administration team members, and will last up to one (1) hour each.
- Meeting notes will not be issued separately for these coordination meetings.
- Up to twenty (20) coordination meetings are included in this sub-task.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Meeting agenda transmitted to City via e-mail in .pdf format.

## **Sub-task 903 - Construction Progress Meetings**

### **Objective**

Conduct meetings with City and Contractor to discuss project progress.

### **Approach**

- Prepare an agenda for the construction progress meetings incorporating City topics (see Sub-task 902 - City Coordination Meetings) and known issues. Other agenda items will include, but will not limited to, project progress and schedule updates, review of shop drawing submittal and requests for information responses, review of known project issues, scheduled City training sessions, start-up and commissioning activities.
- Additional participants in the meeting may include utility agencies and companies, and/or permitting agencies depending upon what is being discussed.
- Distribute meeting notes to persons in attendance, parties notified of meetings but not in attendance, and the DMS.

### **Assumptions**

- Consultant will prepare an agenda for the first construction progress meeting. Notes from the first meeting will be used as the agenda for subsequent meetings updated with current issues or concerns.
- Agendas will include current logs of outstanding shop drawing submittal and requests for information responses.
- Up to ten (10) hard copies of meeting agendas, including logs, will be furnished by Consultant.
- Meeting audio will be digitally recorded and filed in the DMS.

- Construction progress meetings will occur in City’s Wastewater Administration Building conference room and via conference call for those team members not in physical attendance, will involve up to three (3) Consultant construction administration team members as appropriate, and will last up to two (2) hours each.
- Up to twenty (20) coordination meetings are included in this sub-task.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Meeting agendas transmitted to City and Contractor via e-mail in .pdf format prior to progress meetings and up to ten (10) hard copies delivered at meetings.
- Meeting notes transmitted to City and Contractor via e-mail in .pdf format.

## **Sub-task 904 - Contractors’ Payment Administration**

### **Objective**

Coordinate timely and equitable payment to Contractor in accordance with Contract provisions

### **Approach**

- Review and approval of Schedule of Values:
  - Review Contractor's Schedule of Values (cost breakdown) by comparison to Engineer's Opinion of Probable Construction Cost to establish a reasonably balanced distribution of costs to the various elements of the total construction to serve as a basis for progress payments and determination of cost impact of changes.
  - Transmit comments to City and Contractor.
  - Meet with City and Contractor to reconcile disputed areas of apparent unbalanced costs and document reconciliation of disputed items.
  - Notify Contractor with letter of acceptance after reconciliation of costs
- Review Contractor’s Applications for Payment
  - Review draft application for payment in comparison to progress of the work. Make notations of: deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete.
  - Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
  - Return a copy of the reviewed draft application to Contractor.
  - Meet with Contractor to reconcile discrepancies.
  - Review revised application for payment and, if acceptable, advise Contractor to submit the required number of copies.
- Process Payment Application:
  - Execute completed application for payment indicating amount recommended for payment and transmit to City for processing of payment.
  - Monitor total payments to adjust retainage amounts as specified in the Contract Documents.

- At substantial completion, and at City's direction, adjust retainage from fixed percent to only enough retainage to provide for work completion.

### **Assumptions**

- The draft and final payment application requests will be submitted by Contractor each month on days agreed upon to meet City's processing schedule requirements.
- Consultant's recommendations for payment can be modified until final payment is approved and authorized by City.
- City is responsible for approving and authorizing payment submittals.
- Up to eight (8) payment applications will be reviewed by Consultant.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Written comments on Schedule of Values transmitted to City and Contractor via e-mail in .pdf format.
- Documentation of reconciliation of disputed items in Schedule of Values transmitted to City and Contractor via e-mail in .pdf format.
- Contractor's Payment Application Requests transmitted to City via e-mail in .pdf format with appropriate attachments.

## **Sub-task 905 - Shop Drawing Submittal Review and Tracking**

### **Objective**

Facilitate the achievement of substantial conformance to the design intent through technical review by Designers or Engineer of Record of Contractor's shop drawings.

### **Approach**

- Review Shop Drawing Submittal Schedule, including:
  - Review Contractor's Shop Drawing Submittal Schedule to ascertain that significant submittals are accounted for, that submittals are coordinated with the sequence of construction activities relying on them, that adequate and reasonable turn-around times for review are provided for, and that all shop drawings can be submitted and approved prior to 50 percent completion of the construction.
  - Notify Contractor with either letter of acceptance or a letter of rejection noting deficiencies and requesting correction of them and re-submittal.
  - Distribute copies of approved shop drawing submittal schedule to City and design team members responsible for shop drawing reviews.
- Administer shop drawing and other submittal requirements to effect substantial compliance with the intent of the Contract requirements, including:
  - Receive, log, and maintain shop drawing submittal documents in the DMS.
  - Conduct review of shop drawing submittals to confirm Contractor's compliance with administrative requirements and distribute to appropriate design team member(s) for review.
  - Review submittals for compliance with the specifications and provide written comments to Contractor.

- Receive and collate comments on submittal reviews performed by others, including City.
- Establish organized storage for samples and a tracking log for samples.
- Review Shop Drawing Schedule status, including:
  - Review weekly the approved submittal schedule and the actual shop drawing log for comparison.
  - Review shop drawing submittal log in regard to requirements that all shop drawings must be submitted and approved prior to 50 percent completion.
  - Provide written reminders or notice to Contractor whenever a submittal is overdue.
  - Address general status of shop drawings at construction progress meetings.
  - Utilize shop drawing submittal schedule as a checklist item for application for payment.

### **Assumptions**

- Contractor will prepare a listing of submittals and dates of expected submittal, coordinated with supply contract schedules to allow adequate time for review, resubmittal and review to meet the construction schedule. If Contractor fails to provide the submittal schedule and/or does not provide documents in accordance with the schedule, Consultant may be provided with additional time to review the submittal.
- Consultant will not review and comment on submittals related to temporary items and construction aides such as shoring and formwork. Receipt of these submittals are to confirm compliance with the contract requirements for submittal only and Consultant will not review for the content, compliance, calculations, etc. Consultant is not responsible for the content of the submittal.
- Consultant has not included staff or sub-consultants to review geotechnical and hazardous material issues that arise during construction other than the materials testing described in Sub-task 1002 - Materials Testing and Special Inspection.
- Consultant will use its standard Construction Contract Administration forms for shop drawing process.
- Reviews of requests for substitution are not included in this scope. If submitted by Contractor, the request will be sent to City for approval to proceed with review. Consultant time to process, review, and respond to request will be billed to City as a separate, out-of-scope activity.
- The fee for this sub-task is based upon receiving and reviewing three hundred seventy (370) submittals and one hundred twenty (120) re-submittals. Actual review time may vary depending upon the complexity and quality of the submittals. On average, it is estimated that each submittal will take 3 hours of construction administration team member time to review and process and each re-submittal will take 1.5 hours of construction administration team members' time to review and process. If Contractor submittals are incomplete or take longer to review than anticipated for reasons beyond the control of Consultant, City will increase the fee for this activity as a separate, additional fee activity which City could recover from Contractor through a construction contract change when appropriate.
- Submittal reviews following one (1) re-submittal will be billed to City as a separate, out-of-scope activity from which City can, at its discretion, deduct the amount from Contractor's payment application(s).

- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Contractor's approved Shop Drawing Submittal Schedule transmitted to City and design team members via e-mail in .pdf format.
- Assembled comment sheets in each submittal file in the DMS.
- Shop drawing responses transmitted to Contractor and City via e-mail in .pdf format.

## **Sub-task 906 - Request for Information Review and Tracking**

### **Objective**

Facilitate timely responses to requests for information (RFIs) to provide Contractor with clear and certain direction for the efficient execution of the Work.

### **Approach**

- Receive, log, and maintain RFI documents in the DMS.
- Distribute RFIs to appropriate design team members for review.
- Provide draft RFI responses to City for review, unless directed otherwise by City.
- Return final RFI responses to Contractor with copies to City and appropriate design team members.
- If the response to an RFI results in a change, then Consultant will prepare and issue field orders or change proposal requests, as appropriate.

### **Assumptions**

- Consultant review of RFIs regarding the design will be advisory and complementary to the design intent.
- Consultant will use its standard Construction Contract Administration forms for documenting contract interpretations.
- The fee for this sub-task is based upon receiving and responding to one hundred fifty (150) RFIs. Actual response time may vary depending upon clarity and complexity of the RFI. On average, it is estimated that it will take 2.25 hours of construction administration team member time to review and respond to each RFI. If Contractor RFIs are incomplete or take longer to respond to than anticipated for reasons beyond the control of Consultant, City will increase the fee for this activity as a separate, additional fee activity which City could recover from Contractor through a construction contract change when appropriate.
- Additional time required for excessive RFIs will be billed to City as a separate, additional fee activity.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Response supporting information filed in the DMS.
- Draft RFI responses transmitted to City via e-mail in .pdf format.
- Final RFI responses transmitted to Contractor, City, and Consultant's construction administration team members via e-mail in .pdf format.

## **Sub-task 907 - Field Orders and Tracking**

### **Objective**

Provide coordination and review to identify the need for minor changes in the Work consistent with the design intent, and issue Field Orders (FOs) to communicate the details of the minor changes involving no change in Contract Time or Contract Price.

### **Approach**

- Assemble documentation from the Contract Documents and/or field conditions related to the proposed minor change and furnish to the designer for evaluation of conformance with the design intent.
- Coordinate the preparation of technical descriptions of FOs and provide draft FO to City for review, unless directed otherwise by City.
  - If FO is the result of a response to a RFI, the draft FO will be included when the draft RFI response is sent to City for review.
- Issue final FO to Contractor with copies to City and appropriate design team members.
- Log FOs, including supporting information and City comments, in the DMS.
- Obtain from Contractor signed copies acknowledging Contractor's receipt of the FO and route copies to the appropriate project files.

### **Assumptions**

- Field Orders may be generated from responses to RFIs, design changes, Contractor initiated changes, Owner initiated changes, or unanticipated conditions.
- Consultant will use its standard Construction Contract Administration forms for documenting contract modification activities.
- The fee for this sub-task is based upon preparing and processing fifty (50) FOs. Actual preparation and processing time may vary depending upon the complexity of the FO. On average, it is estimated that it will take 1.5 hours of project team time to prepare and process each FO. If FOs take longer to prepare and process than anticipated for reasons beyond the control of Consultant, City will increase the fee for this activity as a separate, additional fee activity which City could recover from Contractor through a construction contract change when appropriate.
- Additional time required for excessive FOs will be billed to City as a separate, additional fee activity.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Supporting information filed in the DMS.
- Draft FOs transmitted to City via e-mail in .pdf format.
- Final FOs transmitted to Contractor, City, and Consultant's construction administration team members via e-mail in .pdf format.

## **Sub-task 908 - Change Proposal Requests and Tracking**

### **Objective**

Provide coordination and review to identify needed changes in the Work consistent with the design intent that involve changes in contract price and/or time, and issue Change Proposal Requests (CPRs) to communicate the details of the changes and request pricing from Contractor.

### **Approach**

- Assemble documentation from the Contract Documents and/or field conditions related to the proposed change and conduct evaluation of conformance with the design intent.
- Coordinate the preparation of the technical description of the CPR and assembly of necessary graphic details and specifications.
- Provide draft CPR to City for review, unless directed otherwise by City.
- Issue final CPR to Contractor with copies to City and appropriate design team members.
- Log CPRs, including supporting information and City comments, in the DMS.
- Review costs presented by Contractor for each CPR and conduct negotiation of pricing as necessary.
- Review negotiated CPR costs with City for City's approval.
- Assemble approved CPRs periodically into Change Orders.
- Track and report the status of CPRs using logs that track the dates of:
  - Return from Contractor with pricing.
  - Contract Administrator's review and recommendation of pricing.
  - City's acceptance.

### **Assumptions**

- Negotiations between Consultant and Contractor are not binding until accepted by City.
- Consultant will use its standard Construction Contract Administration forms for documenting contract modification activities.
- The fee for this sub-task is based upon preparing and processing one hundred (100) CPRs. Actual preparation and processing time may vary depending upon the complexity of the CPR. On average, it is estimated that it will take 3 hours of Consultant's construction administration team member time to prepare and process each CPR. If CPRs take longer to prepare and process than anticipated for reasons beyond the control of Consultant, City will increase the fee for this activity as a separate, additional fee activity which City could recover from Contractor through a construction contract change when appropriate.
- Additional time required for excessive CPRs will be billed to City as a separate, additional fee activity.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Change Proposal Request supporting information filed in the DMS.
- Draft CPRs transmitted to City via e-mail in .pdf format.
- Final CPRs transmitted to Contractor for pricing via e-mail in .pdf format.
- Recommendation of acceptance to City transmitted via e-mail in .pdf format.

## **Sub-task 909 - Construction Change Orders and Tracking**

### **Objective**

Coordinate the combining of change documentation into Change Orders for execution by Contractor and City.

### **Approach**

- Identify with City the strategy for combining CPRs and the timing of Change Orders.
- Evaluate the project on a continual basis to determine when proposed changes need to be finalized to avoid or minimize adverse impact on on-going construction activity.
- Combine Change Proposal Requests and Field Orders into Change Orders.
- Assemble the necessary documentation and prepare the Change Order package for circulation to City and Contractor for execution.
- Update Change Order logs and provide status reports tracking the execution of Change Orders.
- Track Change Orders through Contractor's signature, Consultant's signature recommending acceptance, and City executive action.
- Review pay requests to verify Change Order items are broken out and that payment is not made until work is complete.

### **Assumptions**

- City has the sole responsibility to authorize any changes to the construction contract.
- Consultant will use its standard Construction Contract Administration forms for documenting contract modification activities.
- The fee for this sub-task is based upon preparing and processing eight (8) Change Orders - one per month for seven of the eight months of construction and one finalizing change order. Actual preparation and processing response time may vary depending upon the complexity of the change order. On average, it is estimated that it will take 17 hours of Consultant's construction administration team member time to prepare and process each Change Order. If Change Orders take longer to prepare and process than anticipated for reasons beyond the control of Consultant, City will increase the fee for this activity as a separate, additional fee activity which City could recover from Contractor through a construction contract change when appropriate.
- Additional time required for excessive Change Orders will be billed to City as a separate, additional fee activity.
- CPR and Change Order logs will be updated once a month
- City will provide Consultant with copies of the fully executed change orders after signed by City and Contractor.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Change Order supporting information filed in the DMS.
- Change Orders, including supporting information for each Change Order via e-mail in .pdf format.

## **Sub-task 910 - Final Geotechnical Recommendations**

### **Objective**

Coordinate final geotechnical recommendations for the Phase 5C.1 project.

### **Approach**

- Consultant's geotechnical sub-consultant will review substantially complete design plans and interview structural engineering design team members regarding the anticipated structural loads for planned improvements.
- Consultant's geotechnical sub-consultant will review the 2009 geotechnical evaluation and preliminary recommendations for the project and issue an addendum including final geotechnical recommendations specific to the Phase 5C.1 improvements.

### **Assumptions**

- No additional fieldwork is anticipated for final recommendations.
- The geotechnical evaluation addendum will reference the 2009 Geotechnical Engineering Evaluation for the Advanced Water Reclamation Facility, Phase 5B and 5C Expansion prepared by Strata Geotechnical Engineering and Materials Testing and will include additional or alternate recommendations specific to this project phase.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Geotechnical evaluation addendum transmitted to City via e-mail in .pdf format.

## **Sub-task 911 - City Furnished Equipment Supplier Coordination**

### **Objective**

Provide coordination between Contractor and City (Owner) Furnished, Contractor Installed (OFCI) equipment suppliers, including Integrated Membrane System supplier.

### **Approach**

- Coordinate RFIs from Contractor related to OFCI systems with OFCI equipment suppliers.
- Coordinate shipping times and unloading requirements between OFCI equipment suppliers, Contractor, and City.
- Check OFCI equipment deliveries against shipping labels and bills of materials (BOMs) and inspect equipment for damage. Report any missing or damaged equipment to City or directly to OFCI equipment supplier.
- Coordinate storage requirements of OFCI equipment with City.
- Assist OFCI equipment suppliers with coordination of equipment installation and acceptance including equipment startup, commissioning and operations and maintenance training.

### **Assumptions**

- Reviews of Integrated Membrane System shop drawings and operations and maintenance manuals are provided under a separate scope.
- Consultant will process RFIs in accordance with Sub-task 906 - Request for Information Review and Tracking.
- Budget assumes Resident Project Representative is already on-site and does not include additional time or expenses for their services in this sub-task.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- List of missing or damaged OFCI equipment transmitted to City, or OFCI equipment supplier at City's direction, via e-mail in .pdf format.

## **Task 1000 - Field Services**

### **Sub-task 1001 - Field Observations**

#### **Objective**

Determine substantial conformance of the completed construction with the requirements of the Contract Documents through observation of the Work.

#### **Approach**

- Provide general observation including:
  - Observe, record, and report Contractor's daily work progress to determine the Work observed is in general conformance with the requirements of the Contract Documents.
  - Document activities observed making note of deficiencies and any issues requiring resolution. Maintain work deficiency log in the DMS.
  - Create daily field reports defining specified work completed, Contractor work force figures, progress made on the controlling activity established by the approved construction schedule, job site visitors, and weather conditions.
  - Review approved shop drawings and apply them to the conducting of observations.
  - Photograph record construction to document progress or deficiencies, and label and log photos in the DMS.
  - Conduct, or coordinate the conduct of, specified inspections and document results.
- Coordinate with Cultural Resources representative who is contracted directly with City, prior to construction activities to understand the role and activities of the representative and periodically during construction activities.
- Maintain copies of permits and summary of their conditions onsite.
- Monitor Contractor's compliance with permit conditions and Contractor's endeavor to resolve any known violations of local ordinance and other specific permit conditions.
- Notify Contractor when written verification from the Materials Testing sub-consultant representative has been obtained stating that acceptable subgrade preparation is provided for structures and are ready to receive concrete for foundations and structural slabs on grade.

- Monitor the prequalification of soils and concrete materials, and coordinate in-place moisture and density testing and the sampling and testing of concrete (see Sub-task 1002 - Materials Testing and Special Inspection).
- Observe and document pressure testing of interior and exterior piping systems.
- Review stored materials and/or equipment for quantity determination for Contractor payment and to verify that equipment and/or materials are adequately protected until installed. Consultant will notify Contractor if additional measures are required protect the equipment.
- Conduct periodic site visitations by design team member(s) and document observations by preparing Site Visitation Memorandums.
  - Follow up on any deficiencies noted by design team members by either requiring immediate correction or adding items to a progressive work deficiency list.
- Develop and provide to Contractor an on-going list of items requiring correction to encourage the timely correction of noted construction deficiencies, including:
  - Monitor and document construction throughout the project duration and identify deficient items.
  - Provide Contractor with an updated list of non-conforming items at construction progress meetings.
  - As deficiencies are corrected, revise the list by indicating corrected status.
  - Utilize the deficiencies list to aid in identifying appropriate retainage amounts near project completion.
  - Issue Non-Conformance Reports for deficiencies not being acknowledged or addressed by Contractor with corrective measures or corrective action plans.
- On a monthly basis, prior to signing off on the monthly payment request, review Contractor's as-recorded drawings to verify the Contract Drawings are up-to-date with contract modifications and annotated to reflect actual construction.
- Review tagging of equipment to verify conformance with approved registers for equipment, valves, and other items designated to be tagged by the Contract Documents.
- Coordinate training activities between Contractor and City.
- Monitor vendor training for City's operations and maintenance personnel.
- Document any observations made of property damage or personal injury accidents within the project construction limit lines, and notify and provide a written report to City.

### **Assumptions**

- Consultant's observation or monitoring portions of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.
- Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.
- Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
- Observations will be performed in accordance with industry-recognized standard practices.

- Consultant will use its standard Construction Contract Administration forms for documenting construction observation and inspection activities.
- City agrees to include a provision in the construction contract that requires Contractor to list Consultant as an additional insured on Contractor's commercial general liability insurance.
- Contractor is responsible for compliance with permit conditions; therefore Consultant cannot ensure Contractor's compliance with the permit conditions. Consultant will only notify City of observed conditions and violations.
- Responsibilities for jobsite safety are the sole responsibility of Contractor. The failure of Consultant to report on safety violations will neither relieve Contractor from their responsibility for safety on the project site nor shift this responsibility from Contractor to Consultant. Any unsafe activity or activities shall be halted immediately until remedial actions take place. Contractor shall resume work only if Contractor deems jobsite conditions safe to work.
- Monitoring removal and/or disposal of contaminated materials is not included.
- The fee for this sub-task is based upon field observation from a single Resident Project Representative (RPR) for eight (8) months [thirty five (35) weeks] conducted over a projected ten (10) month construction period. On average, it is estimated that RPR field observation will occur eight (8) hours per day for one hundred seventy five (175) days.
- Design team site visitations will last up to three (3) days each and a total of up to ten (10) visits will be conducted occurring approximately once per month.
- Normal working hours for Consultant inspection staff and Contractor will coincide with normal treatment plant hours: Monday through Friday, 7:00 am to 3:30 pm.
- Should Contractor elect to perform work outside of normal working hours, on Saturday, Sunday, or legal holiday, Consultant will require that City authorize field observation services prior to Consultant starting observation.
- If additional labor and expenses for performing field observation services outside normal working hours or beyond estimate included in this sub-task are required due to increased construction duration, City will increase the fee for this activity as a separate, additional fee activity which City could recover from Contractor or OFCI equipment supplier(s) through a construction contract change when appropriate.
- A field office will not be needed by Consultant for the project. Consultant will utilize its existing Coeur d'Alene office located across the street from the project site as the base for field inspection.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City. Meals will be billed at the current Idaho Transportation Department (ITD) Per Diem rate.

### **Deliverables**

- Inspector's Daily Reports transmitted to City via e-mail in .pdf format, if requested.
- Photographs filed in the DMS.
- Reports of property damage or personal injury accidents transmitted to City via e-mail in .pdf format.

## **Sub-task 1002 - Materials Testing and Special Inspection**

### **Objective**

Monitor quality of work by testing construction materials and conducting special inspections.

### **Approach**

- Develop Materials and Special Inspection Plan presenting methodology for conducting site inspections and how reporting and certifications will be presented to the local building official, including:
  - Quality control testing of construction materials.
  - Quality control testing of equipment performance and systems.
  - Process performance testing.
  - Special Inspections per currently adopted Building Code.
  - Submit weekly summaries of Inspector's Daily Reports, materials testing information (as available), and special inspections (as available) to City and local building official.
  - Upon Substantial Completion of the project, Consultant will prepare a Special Inspection Certification for the project and submit to the local building official.
- Maintain records for materials testing and special inspections in the DMS.
- Quality control testing of construction materials may include:
  - Soil/Aggregate Observation and Testing including observation and testing of compaction during site grading, excavation, footing and slab subgrade preparation, utility trench and wall backfilling; and sampling, testing, and recommendations regarding suitability of on-site and any imported materials used for backfill.
  - Concrete Sampling and Testing including testing for slump, temperature (concrete and ambient), air content, verification of mix design and casting of compressive test cylinders for verification purposes.
  - Structural Masonry Testing including compression testing of pre-construction masonry prisms, grout, and mortar for at least each 5,000 square-foot (SF) of masonry construction.
  - Hot Mix Asphalt (HMA) Observation and Testing including observation, sampling and compaction testing during HMA paving placement.
- Special Inspections per currently adopted Building Code may include:
  - Reinforcing Steel Placement and Embedded Items Special Inspection by International Code Council (ICC) certified special inspector to verify the placement of reinforcing steel and embedded items prior to the placement of concrete.
  - Concrete Observation by ICC certified special inspector to observe placement of structural concrete
  - Structural Masonry Observation by ICC certified special inspector to observe placement of masonry units, mortar, reinforcing steel, and items embedded in masonry.
  - Structural Steel Field Welding Special Inspection by a special inspector certified by either the American Welding Society (AWS-CWI) or ICC to observe welding operations during structural steel erection and connection.

- Drilled-In-Anchors (Adhesive/Expansion Anchors) Special Inspection of adhesive or expansion anchors.
- Provide notification to Contractor of materials that fail to meet specifications.
- Testing shall be performed on an as-needed basis by an accredited testing laboratory approved by local building official.
- Consultant shall identify non-conformance issues, prepare reports, evaluate corrective actions, perform testing, establish conformance, and prepare documentation.

### **Assumptions**

- Consultant will perform testing in accordance with construction contract documents and other recognized/applicable standards and
- Consultant assumes City has conducted an on-site hazardous materials assessment and has identified all required mitigation prior to project initiation.
- Casting of compressive test cylinders for verification purposes will include one (1) set of five (5) cylinders per one hundred (100) cubic yards or for each day's placement.
- Consultant has included a Sub-consultant fee of \$39,072.00 for materials testing and special inspections. The fee was prepared based on Sub-consultant's experience with testing requirements and an assumed construction approach.
- The material tests and special inspections assumed for the fee of this sub-task include:
  - Fifty (50) visits for soil density testing.
  - Twenty (20) visits for special inspection of reinforced concrete.
  - Thirty (30) visits for concrete testing.
  - Two hundred (200) concrete cylinder castings and compression tests.
  - Eight (8) sets of concrete shrinkage tests.
  - Sixteen (16) visits for special inspection of structural masonry.
  - Four (4) masonry grout prism tests.
  - Two (2) masonry mortar cylinder castings and compression tests.
  - Three (3) for special inspection of structural steel field welding.
  - Five (5) visits for special inspection of drilled in anchors.
  - Two (2) visits for asphalt material and density test.
- If Sub-consultant material tests and special inspection costs exceed the fee presented above for reasons beyond the control of Consultant or Sub-consultant, City will increase the fee for this activity as a separate, additional fee activity.
- Consultant will submit invoices to City for the costs of these tests plus Consultant mark-up of Sub-consultants.
- Direct expenses for travel, printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Materials and Special Inspection Plan transmitted to City via e-mail in .pdf format and one (1) hardcopy delivered to local building official.
- Weekly summaries of Inspector's Daily Reports, materials testing information, and special inspections transmitted to City via e-mail in .pdf format and one (1) hardcopy delivered to local building official.

## **Sub-task 1003 - Field Surveying and Staking**

### **Objective**

Establish a horizontal and vertical survey control network around the project site for Contractor use in performance of the work.

### **Approach**

- Provide field surveying to establish horizontal and vertical control at multiple points on the site for facility construction, including:
  - Establishing two (2) horizontal control points.
  - Establishing two (2) vertical control points.

### **Assumptions**

- Control points will be established in City's existing on-site coordinate system.
- Field survey information will be developed and control points provided for project components to provide Contractor with reasonable information to complete their own on-site control and field survey of the work.
- Staking of pipelines, utility corridors, buildings, structures, access roads, parking areas, site grading, and fencing will be Contractor's responsibility.
- Control points will be set one time only. Re-setting control points for Contractor to complete the work shall be done solely at Contractor's expense.
- Consultant has included a Sub-consultant budget of \$2,200.00 for field surveying and staking. The fee was prepared based on Sub-consultant's experience with these activities and an assumed approach.
- If Sub-consultant field surveying and staking costs exceed the fee presented above for reasons beyond the control of Consultant or Sub-consultant, City will increase the fee for this activity as a separate, additional fee activity.
- Consultant will submit invoices to City for the costs of these services plus Consultant mark-up of Sub-consultants.
- Direct expenses for travel, printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Established horizontal and vertical control points indicated by pins set and/or stakes.

## ***Task 1100 - Application Software Programming Services***

### **Sub-task 1101 - Programming and System Integration Services**

#### **Objective**

Provide software programming services for equipment installed as part of this project.

#### **Approach**

- Conduct onsite meetings with City and Contractor to discuss the mechanics of implementing the software changes and to define standards to be followed.

- Review Contractor provided equipment, electrical and instrumentation and control system submittals, and provide coordination for electrical and instrumentation systems.
- Develop Programming Schedule following receipt of Contractor's project schedule to show the required programming to be completed one month before the associated construction start-up date.
- Manage the work provided to verify compliance with the current wastewater treatment plant HMI software standards, quality of documentation, and scheduling.
- Assist City with the selection of computer workstations, software packages, and networking components required for the process control and monitoring equipment for the project. This includes the recommendation of computer hardware and software for the SCADA Workstations, SCADA Servers, and Office Workstations.
- Provide plant programmable logic controllers (PLC) system integration and supervisory control and data acquisition (SCADA) system programming services for equipment provided by Contractor. Provide programming and system integration services to interface equipment provided by contractor with OFCI equipment.
- Program and test operator interface terminal (OIT) and humane machine interface (HMI) process screens and database configuration.
- Perform functional testing and verification of software programming.
- Provide field commissioning and software startup support.
- Develop a PLC, Operator Interface (OI) and HMI program modification Plan.
- Before loading the new or modified programming into the various PLC, OIT, and HMI systems, coordinate with City and Sub-consultant to confirm if additional modifications have been made to the PLC, OI or HMI software.
- Develop programming for the new equipment to meet the requirements identified in the updated Final Software Pre-Design Report developed during the Phase 5B project.
- Merge the new or modified PLC, OI and HMI programming with the existing PLC ladder logic and OI and HMI graphic displays where required.
- Obtain the current HMI process screens, configuration files, and databases (i.e., process database, alarm area database, picture files, etc.) for the WWTP from City.
- The new HMI and OI process tag databases, tag-groups, process screens and the picture files for the new equipment being added will be merged or replaced with existing screens and files on the SCADA Server. Screen navigation, consistent with existing, will be modified to integrate these changes into the system.
- Coordinate with City for required modifications to existing HMI and OI screens.
- Test and debug software programming. Consultant may use a software simulation package (where possible and practical) to thoroughly test the PLC, HMI and OI software process interface. The input/output (I/O) simulator software program will be used to simulate the real I/O to be connected for this project. Only the pertinent process databases and process screens will be active in the simulator for testing to limit confusion and expedite testing.
- Conduct a review meeting to present the 90 percent software programming to City for review.
- Finalize software programming.

## **Assumptions**

- Meetings will occur monthly in City’s Wastewater Administration Building conference room and via conference call for those team members not in physical attendance, will involve up to three (3) Consultant team members, and will last up to one (1) hour each.
- A project FTP site within Consultant’s FTP system will be developed to enable “common” access to available information applicable to system integration.
- Consultant has not included fees for procurement of these components, and assumes these hardware and software items will be delivered to Consultant by City as needed by the project schedule.
- City will provide current PLC programs, OI and HMI process screens, configuration files, tag database(s), data files, and other required files prior to Consultant beginning the programming effort.
- The fee for this sub-task is based upon factory acceptance testing occurring within a 500 mile radius of the project site and occurring over a single, continuous period of up to five (5) days.
- Consultant has included a Sub-consultant budget of \$142,340.00 for systems integration. The fee was prepared based on Sub-consultant’s experience with these activities and an assumed approach. If Sub-consultant systems integration costs exceed the fee presented above for reasons beyond the control of Consultant or Sub-consultant, City will increase the fee for this activity as a separate, additional fee activity.
- Consultant will submit invoices to City for the costs of these services plus Consultant mark-up of Sub-consultants.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City.

**Deliverables**

- Meeting agendas and notes transmitted to City via e-mail in .pdf format.
- Project FTP site.
- Software programming loaded into new PLC.
- HMI process screens loaded into existing SCADA system.

**Task 1200 - Systems Commissioning**

**Sub-task 1201 - Operations and Maintenance Manual Review and Tracking**

**Objective**

Facilitate review of Contractor provided manufacturer operations and maintenance (O&M) manuals.

**Approach**

- Receive, log, and maintain O&M manual documents in the DMS.
- Conduct review of O&M manual transmittal form and manual contents to confirm Contractor's compliance with administrative requirements and distribute to appropriate design team member(s) for review.
- Review manuals for compliance with the specifications.
- Receive and collate comments on manual reviews performed by others, including City.

- Provide written comments or approval to Contractor.
- Obtain from Contractor the required number of hard copies for distribution and project files.

### **Assumptions**

- Consultant will use its standard Construction Contract Administration forms for the O&M Manual review process.
- The fee for this sub-task is based upon receiving and reviewing eighty (80) submittals and fifty (50) re-submittals. Actual review time may vary depending upon the complexity and quality of the submittals. On average, it is estimated that each submittal will take 2.75 hours of construction administration team member time to review and process and each re-submittal will take 1.75 hours of construction administration team members' time to review and process. If Contractor submittals are incomplete or take longer to review than anticipated for reasons beyond the control of Consultant, City will increase the fee for this activity as a separate, additional fee activity which City could recover from Contractor through a construction contract change when appropriate.
- Submittal reviews following one (1) re-submittal will be billed to City as a separate, out-of-scope activity from which City can, at its discretion, deduct the amount from Contractor's payment application(s).
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Assembled comment sheets in each manual file in the DMS.
- Operation and Maintenance Manual review responses transmitted to Contractor and City via e-mail in .pdf format.

## **Sub-task 1202 - Electronic Operations and Maintenance Manual Update**

### **Objective**

Prepare an electronic Operations and Maintenance (eO&M) Manual which addresses the improvements incorporated in this project.

### **Approach**

- Prepare an eO&M Manual that includes:
  - Electronic text and graphics files to reflect the changes in the plant.
  - Unit process operating procedures.
  - General standard operating procedures for the key process systems included in the Phase 5C.1 project and identified for facility startup and operator training, and software links from the eO&M links to provide operator access to selected eO&M materials.
  - Facility and equipment descriptions, design criteria, process control narratives, design drawings, and vendor manuals.
- Develop as a web application in the Microsoft ASP.net web environment in the following steps that will function on a City provided Windows-based server.
  - Web Site Map Expansion.

- Conduct a project kick-off meeting to discuss general eO&M content, system configuration and customizations, system installation and training, coordination with the design team, and the overall time schedule for development and implementation of the eO&M Manual system.
    - Develop web site map modifications in coordination with City.
    - Focus on developing the high level architecture of the eO&M Manual structure to define the structure and organization.
    - Prepare a draft web site map modification for review and comment.
  - Manual Content Preparation.
    - Prepare eO&M manual content for each unit process shown in the web site map.
    - Example content definitions are shown in the following table.

<b>Example eO&amp;M Content</b>	
<b>Section</b>	<b>Content</b>
Overview	A short description of each unit process.
Theory	A short description of the theory behind each unit process illustrating the design intent. Strategies for evaluating data and making process adjustments.
Schematic	Hyperlinks to 2D and 3D figures illustrating each unit process.
Design Criteria	Tabular listing of unit process sizes, loadings, and other design criteria.
Equipment	Hyperlinks to equipment manuals provided by equipment vendors in PDF file format.
Controls	A description of manual and automatic controls.
Procedures	A list of duties to be performed by operators when making daily process checks. General procedures for starting up and shutting down the process.
Safety	General safety considerations for the unit process.

- Note that content definitions for this project will be specific and customized to those sub-sections agreed upon and defined by the web site map developed with City.
  - Graphic Content Definition.
    - Develop 2D and 3D figures for communicating to City plant O&M staff the design intent, and how to operate the unit process.
    - Conduct a site visit near the end of construction to allow the content author to take pictures of equipment, panels, screens, process areas, etc. for incorporation into the eO&M.
    - Incorporate the Phase 5C.1 record drawings into the eO&M Manual in .pdf file format and provide hyperlinks to each drawing.
  - System Configuration and Customization.
    - Develop specific system customizations, including screen layouts, file formats, administration and integration needs.
    - Identify technology issues related to installation on City's web server.
  - System Installation.

- Develop the draft and final eO&M Manuals on City's server.
- Prepare and deliver a draft electronic copy of the revised text and graphics for review by City approximately one month prior to startup.
- Revise the text and graphic files and deploy one (1) final electronic version on City's server.
- Facilitate a four-hour training session with City plant staff on how to use and maintain the eO&M.
- Provide Idaho Department of Environmental Quality (DEQ) with a CD-ROM containing the associated electronic text and graphics files.

### **Assumptions**

- The eO&M Manual content and format will follow previously developed eO&M standards and will at least provide the content required for Idaho DEQ.
- Kick off meeting will occur in City's Wastewater Administration Building conference room, will involve up to one (1) Consultant team member, and will last up to four (4) hours.
- Detailed standard operating procedures will not be developed, except under contract amendment if directed by City operations staff. If detailed standard operating procedures are developed, they will be completed in collaboration with City staff.
- The eO&M Manual will be internally accessible via Internet Explorer and will not be accessible by the general public.
- An on-line HTML text editor (Cute Editor) will be embedded in the eO&M Manual to enable easy text editing by City without having to know HTML. Consultant owns a Cute Editor Enterprise License that allows for free distribution as long as the software is used on Consultant's eO&M application.
- The servers, other hardware, and software necessary to store, view, and operate the eO&M Manual are not included in this scope. City will provide ancillary software on City's computers necessary to run the eO&M Manual, including Microsoft Internet Explorer, MS Windows, or Vista and the SQL database. The systems in-place are assumed to meet the following minimum requirements:
  - Path to and the necessary space on a City provided server at the WWTP facilities for the eO&M Manual. The server shall be a Microsoft Windows machine (running Microsoft Windows Server 2003).
  - At least a 2.0 GHz processor or better and 512 of RAM and at least 2 gigabytes of hard drive space.
  - IIS (Internet Information Services 5.0 or higher).
  - Microsoft.NET (pronounced dot net), Framework 1.1.
  - SQL Server 2000 or later.
  - AutoCAD viewer.
- City will provide Information Technology (IT) staff for maintaining eO&M Manual functionality. As the eO&M Manual will be developed using City's virtual private network (VPN), City will maintain that network connection for HDR access throughout the course of the work.
- The figures will be developed from the conformed contract drawings but will be modified by deleting extraneous construction related information that is not pertinent to O&M personnel.

- Figures will be prepared in AutoCAD and converted to PDF file format for inclusion in the eO&M Manual.
- Graphics will be sized for the monitor size that City intends to use to access the eO&M Manual.
- A total of twenty (20) 2D and five (5) 3D figures are anticipated.
- Site visit will involve up to one (1) Consultant team member and will last up to four (4) hours.
- City will provide a single set of unconflicting review comments on draft eO&M Manual within two weeks of receipt.
- Training session will occur in City's Wastewater Administration Building Conference Room, will involve up to one (1) Consultant team member, and will last up to four (4) hours.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Kick-off meeting agenda and notes transmitted to City via e-mail in .pdf format.
- Draft eO&M Manual loaded on City's server.
- Final eO&M Manual loaded on City's server.
- Training session materials delivered to City in hard copy form, up to ten (10) copies.

## **Sub-task 1203 - Facility Commissioning**

### **Objective**

Assess overall performance of equipment and systems installed as part of this project.

### **Approach**

- Provide operational assistance to City after system start-up by Contractor and OFCI equipment suppliers
- Provide pre-startup training to communicate to the plant operators the following:
  - Design criteria and process flow for each unit process.
  - Available field and SCADA equipment controls.
- Provide startup coordination between Contractor, Consultant's construction administration team and City plant staff during startup of the new equipment. The startup coordinator will allow the startup of new equipment to occur if, and only if, the equipment and ancillary subsystems are considered by both Contractor and Consultant to be ready for service and the manufacturer's O&M manuals are on-site and available for use by City plant staff.
- Observe Contractor's clean water testing. The clean water test occurs prior to startup and uses non-potable water to demonstrate the functionality of new equipment and controls. The following process units will have a clean water test:
  - Secondary effluent transfer pumping and straining.
  - Membrane filtration including permeate and backpulse pumping.
  - Return tertiary sludge pumping.
  - Tank drain pumping.
  - Waste tertiary sludge pumping.

- Aeration Air.
- Membrane Scour Air.
- Conduct startup service for each project element or unit. Startup means placing the equipment into operation for its intended purpose and using the intended process material. Startup services will include the following activities:
  - Review and approve equipment supplier training agendas and training material outlines as provided by Contractor. Using discretion based on experience with vendor training, enforce contract provisions for vendor training duration.
  - Coordinate vendor training schedule with Contractor and plant staff for vendor training to occur on Wednesdays as a first choice, Tuesdays and Thursdays as second choice, and avoid Mondays and Fridays.
  - Prepare a startup plan that lists specific responsibilities for Contractor, construction administration staff, PLC/SCADA programmer(s) and plant staff.
  - Provide the written startup plan to Contractor, the construction administration staff, PLC/SCADA programmer(s) and the plant staff approximately one month before startup.
  - Schedule and conduct startup review meetings (as required) between Contractor, the construction management staff, PLC/SCADA programmer(s) and the plant staff approximately two weeks before startup.
  - Revise and reissue the startup plan and schedule as needed based on the review meeting.
  - Verify the equipment is ready for the clean water test.
  - Verify the manufacturer's field service forms have been completed for each piece of equipment.
  - Verify pipe pressure tests and concrete water tightness tests have been conducted.
  - Verify rotating equipment has been bumped to check for proper operation and rotation.
  - Verify instrument calibration and loop testing is complete.
  - Coordinate with Contractor, Consultant's construction administration team, the PLC/SCADA programmer and City plant staff for process material to be introduced to the process in such a way avoids or reduces the impact to the rest of the plant.
  - Verify and document that the controls and alarms are working in conformance with the software pre-design report.
  - Verify and document the results of testing that was deferred from the clean water test.
  - Identify and document equipment or control deficiencies (i.e., punch list).
  - Provide discipline-specific deficiency lists.
- Conduct operator training during the clean water test and startup on an informal basis in the field. The purpose of this training is to provide an opportunity to answer operator questions, to demonstrate the transition from manual control to automatic control, and to demonstrate alternate modes of operation.

## **Assumptions**

- Present the pre-startup training in a classroom setting using a lecture format supplemented with figures and graphics delivered via an overhead projector or using Microsoft PowerPoint on an LCD projector.
- Include draft copies of the Operations Manual sections or HDR developed process presentations in the training material for each specific session.
- The portion of each module pertaining to SCADA controls will be presented by Consultant SCADA programmer who programmed that system. Consultant SCADA programmer will use an LCD projector to show the actual SCADA screens for each equipment item discussed in the module. The SCADA presentation will cover manual starting, stopping and speed control of equipment, set-point adjustment, operating mode changes, alarms, data collection and trending.
- The fee for this sub-task is based upon commissioning services from a single operations specialist for up to eight (8) site visits of up to forty (40) hours each. Actual commissioning time may vary depending upon the complexity of the systems being commissioned or unforeseen delays.
- Normal working hours for Consultant operations specialist, Contractor, and OFCI equipment suppliers will coincide with normal treatment plant hours: Monday through Friday, 7:00 am to 3:30 pm.
- Should Contractor or OFCI equipment suppliers elect to perform work outside of normal working hours, on Saturday, Sunday, or legal holiday, Consultant will require that City authorize commissioning services prior to Consultant starting.
- Actual hours will be tracked and additional work will not be performed without prior approval from City.
- If additional labor and expenses for performing commissioning services outside normal working hours or beyond estimate included in this sub-task are required due to delays from Contractor or OFCI equipment suppliers, City will increase the fee for this activity as a separate, additional fee activity which City could recover from Contractor or OFCI equipment supplier(s) through a construction contract change when appropriate.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Startup checklists and training materials customized for this project.
- Training sessions for each of the separate unit project element or process (may be consecutive or combined with other systems and held on the same day).
- Startup plans coordinated with the construction schedule.

## ***Task 1300 - Project Close-out***

### **Sub-task 1301 - Construction Contract Close-out**

#### **Objective**

Achieve an orderly, well-documented and complete closeout of the construction contract.

#### **Approach**

- Receive and review Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection, including:
  - Develop substantial completion submittal checklist.
  - Verify submittal of required documents.
  - Review Contractor Record Drawings.
  - Review Contractor's punch list and Consultant's progressive list of incomplete and deficient items and determine if the substantial completion inspection is appropriate in accordance with Contract requirements.
  - Schedule substantial completion inspection, or notify Contractor that the Work has not progressed to point of substantial completion as defined by the Contract Documents.
- Coordinate, conduct and document the substantial completion inspection and issuance of the Certificate of Substantial Completion including:
  - Notify City and design team members of date of substantial completion inspection.
  - Prepare and distribute the punch list format to the parties conducting the inspection.
  - Conduct the Substantial Completion Inspection.
  - Compile the punch list and identify the tentative date of substantial completion, and prepare and issue tentative Certificate of Substantial Completion to City for review and concurrence.
  - If there are multiple portions of the Work with different substantial completion dates, prepare a summary of the dates of expiration of the various Correction Periods.
  - Upon concurrence of City, issue the definitive Certificate of Substantial Completion and punch list setting the date of Substantial Completion.
  - Review progress of corrective action on punch list items and periodically update and re-issue the punch list and issuance of the Certificate of Substantial Completion for the entire or designated portions of the Work.
- Receive and review Contractor's required final completion submittal.
- Coordinate and attend the final inspection meeting and physical walk-through of the Project, including:
  - Schedule the final inspection date and notify Contractor, City and Regulatory Agency.
  - Assemble the various final completion submittal documents, required by the Contract Documents, for the final inspection meeting and review them with the various parties.
  - Conduct, document and distribute the findings of the final inspection.
- Collect closeout documents required by the Contract Documents and forward the documents along with Contractors Final Application and Certificate for Payment to City for processing by City.
- Compile one set of construction project files (submittals, RFIs, change orders, record drawings, permits, written correspondence and documentation, digital photographs, test results, daily reports, work directives, warranties, operational manuals, etc.) and submit to City.

### **Assumptions**

- Project Closeout may start when Contractor is still on site, but Contractor will be offsite for most of the closeout period.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Certificate(s) of Substantial Completion and punch list(s) transmitted to City and Contractor via e-mail in .pdf format.
- Certificate of Final Completion with Contractors Final Application and Certificate for Payment transmitted to City and Contractor via e-mail in .pdf format.
- One complete set of electronic construction project files delivered to City on CD-ROM.

## **Sub-task 1302 - Record Drawings**

### **Objective**

Prepare record drawings for project.

### **Approach**

- Consultant will monitor the status of Contractor's as-built drawings every other week at the Construction Progress Meetings. The Design Team will make changes to the contract documents showing field adjustments and changes on a monthly basis.
- Prepare final record drawings.
- Provide City with one (1) half-size hard copy set of record drawings (11 IN x 17 IN sheets).
- Provide record drawings in .pdf format for use in the eO&M Manual.

### **Assumptions**

- Contractor will red-line a full size (22"x34") hard copy of the construction contract documents on a monthly basis to incorporate RFIs, field orders, change proposal requests, submittal data, and changes based on records received from both Consultant and City.
- Record drawings will be based on construction records provided by Contractor, City and on-site resident project representatives and will be completed within three (3) months of the date of receipt of all of the marked-up prints and other necessary data from Contractor.
- Direct expenses for printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- One (1) hard copy set of record drawings delivered to City.
- One (1) electronic copy of record drawings in .pdf format delivered to City on CD-ROM.

## **Sub-task 1303 - Project Completion Certification**

### **Objective**

Conduct final project reviews and assist City in completion of project close-out reporting and coordination with Idaho DEQ. Conduct final one-year certification evaluation and reporting to meet Idaho DEQ project closeout requirements.

### **Approach**

- Provide City with certification documentation required for submittal to Idaho DEQ.
- Conduct a final construction inspection within sixty (60) days after final completion and review the following items:
  - The facility is complete, operating, and meets effluent limitations.
  - The facility conforms to the approved construction drawings, specifications, and change orders.
  - Construction and accounting records are adequate and available.
  - Construction impact mitigation measures and special conditions of the loan authorization have been met.
- Complete Idaho DEQ Form 11-E, the Final Construction Inspection Report, and provide a copy to City.
- Conduct a one-year certification including on-site inspection and process data review (420) days after final completion. Review the following items:
  - The facility is operating in accordance with the approved plans and specifications and meets effluent limitations and process performance criteria.
  - Construction warranty items have been addressed and special conditions of the project loan(s) have been met.

### **Assumptions**

- Deficiencies discovered during the inspection will be discussed with City for City to assign correction to Contractor as a warrantable item during the correction period.
- Direct expenses for travel, subsistence, printing, photocopying, technology, and telephone conferences will be billed to City.

### **Deliverables**

- Final Construction Inspection Report transmitted to City via e-mail in .pdf format.
- Final One-year Certification Memorandum transmitted to City via e-mail in .pdf format.

## ***Task 1400 - Additional Unanticipated, Urgent, or Special Services***

### **Sub-task 1401 - Allowance for Unanticipated Costs**

#### **Objective**

Allow for cost of unanticipated, but necessary additional Consultant services.

#### **Approach**

- Consultant will provide additional Consultant services, which are unplanned, urgent and/or critical to maintaining the project schedule and progress of the work.
- The services for this task must be specifically scoped, agreed to and authorized in writing by City prior to performing the work.

- An allowance of \$30,000 has been included for additional unanticipated, urgent or special services.

**Assumptions**

- If Contractor files a claim on the work in accordance with the General Conditions, City can amend this contract to provide associated claims and litigation services. There is no budget included in this agreement for services to assist in litigation.
- Additional unanticipated, urgent or special services provided by a sub-consultant and contracted through Consultant are allowed under this sub-task with appropriate Consultant mark-up.

**Deliverables**

- As defined in future work authorizations.

## **SCHEDULE**

Assuming that Notice to Proceed will be issued on May 27, 2013, the project schedule is as follows. If the NTP occurs after this date, the schedule will be moved by an equal number of days.

Task	Description	Schedule
700	Secondary Improvements	Through June 11, 2013
800	Construction Administration	Through May 30, 2014
900	Construction Engineering	Through May 30, 2014
1000	Field Services	Through May 30, 2014
1100	Application Software Programming Services	Through May 30, 2014
1200	Systems Commissioning	Through May 30, 2014
1300	Project Close-out	Through May 30, 2014
1400	Additional Unanticipated, Urgent, or Special Services	To be determined

## **COMPENSATION**

Consultant's total compensation for professional services provided pursuant to this agreement, including labor and overhead costs and expenses, subconsultant compensation, subconsultant mark-up, and Consultant's fixed fee of \$94,115.00, shall not exceed \$1,243,098.00 without written authorization by City.

Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work.

**AMENDMENT NO. 1 REVISED  
(Replaces previously approved Amendment No. 1)**

**EXHIBIT B**

**PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION (TMF) / NITRIFICATION  
IMPROVEMENTS**

**COMPENSATION SCHEDULE  
FOR  
CONSTRUCTION ADMINISTRATION**

Coeur d'Alene Wastewater Treatment Plant - Phase 5C.1 Tertiary Membrane Filtration/Nitrification Improvements Construction Administration Budget Summary									
TASK	HDR DIRECT LABOR	HDR INDIRECT LABOR	HDR TOTAL LABOR	EXPENSES	HDR FIXED FEE	SUB- CONSULT. MARK-UP	HDR NFE	SUB- CONSULT.	TOTAL
Task 700 - Secondary Control Building Improvements	\$ 18,330	\$ 32,078	\$ 50,408	\$ 3,761	\$ 6,049	\$ 596	\$ 60,814	\$ 11,920	\$ 72,734
Task 800 - Construction Administration	\$ 21,071	\$ 36,875	\$ 57,946	\$ 19,754	\$ 6,953	\$ 500	\$ 85,153	\$ 10,000	\$ 95,153
Task 900 - Construction Engineering	\$ 120,511	\$ 210,895	\$ 331,406	\$ 12,963	\$ 39,769	\$ 1,680	\$ 385,818	\$ 33,600	\$ 419,418
Task 1000 - Field Services	\$ 69,282	\$ 121,243	\$ 190,525	\$ 62,680	\$ 22,863	\$ 2,429	\$ 278,497	\$ 48,572	\$ 327,069
Task 1100 - Application Software Programming Services	\$ -	\$ -	\$ -	\$ 1,470	\$ -	\$ 2,440	\$ 3,910	\$ 48,800	\$ 52,710
Task 1200 - Systems Commissioning	\$ 38,080	\$ 66,641	\$ 104,721	\$ 21,219	\$ 12,567	\$ 1,500	\$ 140,007	\$ 30,000	\$ 170,007
Task 1300 - Project Close-out	\$ 17,922	\$ 31,363	\$ 49,285	\$ 9,888	\$ 5,914	\$ 520	\$ 65,607	\$ 10,400	\$ 76,007
Task 1400 - Additional Unanticipated, Urgent, or Special Services	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000
<b>TOTAL COMPENSATION</b>	<b>\$ 285,197</b>	<b>\$ 499,095</b>	<b>\$ 784,291</b>	<b>\$ 161,735</b>	<b>\$ 94,115</b>	<b>\$ 9,665</b>	<b>\$ 1,049,806</b>	<b>\$ 193,292</b>	<b>\$ 1,243,098</b>

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

Date: April 24, 2013

From: Kenny Gabriel, Fire Chief

Re: Fire Department Only Parking Zone on East Lakeshore Drive

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**DECISION POINT:** Should Council approve “No Parking-Fire Lane” signs on two locations on East Lakeshore Drive so Fire Department (FD) apparatus can safely stage while operating at that location?

**HISTORY:** City Administration and the FD have been working with the 11<sup>th</sup> St. Marina for a number of years regarding the lease of the area where the marina is located. In that agreement space was allocated to the City for moorage of public safety vessels. Space was utilized in 2005 when the FD used PWC’s for first response on water emergencies. That program has been abandoned for now but we are refurbishing a fire boat with a goal of being placed into service this summer. The 11<sup>th</sup> St. Marina is still obligated, through the lease with the City to provide moorage space, which they have. One of the challenges faced at the 11<sup>th</sup> St. site is FD access. That area is a popular recreational spot during the summer months and parking of apparatus could be an issue. We would like to propose a no-parking area near that entrance to the 11<sup>th</sup> St. Marina at 1102 E. Lakeshore Dr. We are asking for a FIRE LANE on 50 feet of frontage at that address. The resident at 1102 E. Lakeshore has been consulted and have shown support for the proposed no parking area.

**FINANCIAL ANALYSIS:** We will have to place signs at that location, otherwise there is no cost.

**PERFORMANCE ANALYSIS:** If the Fire Department received a call which requires the use of the fire boat we will need a place to stage the responding apparatus in a quick manner. Also, if we are training on the boat we will need to park apparatus in close proximity to the entrance to 11<sup>th</sup> St. Marina in case we get an emergency call which requires those crews to respond. The proposed FIRE LANE gives quick access to the East gate on 11<sup>th</sup> St. Marina and a straight approach to the boats moorage area. The 2009 International Fire Code (IFC) Section 503 allows the Fire Department to require access to needed facilities. The 2009 IFC, section 503.3 require that all signage for fire department access shall read NO PARKING-FIRE LANE.

**DECISION POINT/RECOMMENDATION:** Approve NO PARKING –FIRE LANE signs to be placed on East Lakeshore Drive for Fire Department access to the 11<sup>th</sup> St. Marina.



PREMIER PROPERTY  
FOR SALE  
200-309-3422  
PEARL

AT&T

# PUBLIC WORKS COMMITTEE

## STAFF REPORT

**DATE:** May 13, 2013

**FROM:** James Remitz, Capital Program Manager

**SUBJECT:** Authorization to Solicit Bids for the Construction of WWTP Phase 5C-1: Initial Tertiary Membrane Filtration / Nitrification Improvements

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**DECISION POINT:** The City Council may desire to approve the plans and specifications for the construction of Phase 5C-1 and authorize the solicitation for construction bids for this project.

**HISTORY:** The planning and design processes for this project are complete. The proposed improvements will provide the necessary buildings, tankage, equipment and piping to provide for the initial tertiary membrane filtration and nitrification improvements necessary for the enhanced biological nutrient removal capabilities required by the new discharge permit. The estimated cost of construction for this project is \$ 8,000,000.

Contractor pre-qualification has been conducted in accordance with Idaho Statute 67-2805 to limit bidding by contractors who have provided sufficient information to demonstrate their ability to satisfactorily construct a facility of this size and scope.

**FINANCIAL ANALYSIS:** The City has applied for and anticipates receiving a low interest (2% to 2.5%) loan from the Idaho Department of Environmental Quality to provide the funding for this project. The loan will be re-paid by the recently approved issuance of revenue bonds. The Wastewater Fund currently has a sufficient cash reserve balance to begin the construction of this eighteen (18) month project.

**RECOMMENDATION:** Wastewater staff recommends that the City Council approve the plans and specifications and authorize the solicitation of bids for the construction of WWTP Phase 5C-1: Initial Tertiary Filtration / Nitrification Improvements.

DATE: MAY 15, 2013  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: JUNE 18, 2013

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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>
A-1-13	Proposed annexation from County Industrial to City C-17 & R-12 Applicant: Verdis Location: 3528 W. Seltice Way	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **JUNE 18, 2013.**



To: City Council  
 Date: May 15, 2013  
 From: Kathy Lewis, Deputy City Clerk  
 Re: FIREWORKS STANDS 2013

The following vendors are requesting approval to sell Fireworks at stands in the City of Coeur d'Alene from 8:00 am on June 23rd until 10 pm on July 5th.

	Location	Vendor / Address	Distributor
1	Walgreen's 335 West Appleway Coeur d'Alene, ID 83815	Journey- Troy Carpenter 2900 N Government Way #302 Coeur d'Alene ID 83815	TNT Fireworks
2	Albertson's 1223 Government Way Coeur d'Alene, ID 83814	Andy Flournoy 22310 E Inlet Dr Apt #9 Liberty Lake, WA 99019	TNT Fireworks
3	Super One Foods 305 West Kathleen Avenue Coeur d Alene, ID 83815	Mary Quinn 251 Pinecrest Loop Sandpoint, ID 83864	TNT Fireworks
4	Goodwill Store 1212 North Fourth St Coeur d'Alene, Id 83814	Linda Morgan 16151 North Marble Lane Hayden, ID 83835	TNT Fireworks
5	Safeway #295 1001 North Fourth Street Coeur d'Alene, Id 83814	Candice Berlin 2639 Blueberry Circle Hayden ID83835	TNT Fireworks
6	Fred Meyer 560 West Kathleen Avenue Coeur d'Alene, ID 83815	Bryan Howell/Journey Church 303 East Black Hawk Dr Spokane WA 99208	TNT Fireworks
7	Safeway #1470 121 Neider Avenue Coeur d'Alene, ID 83815	Bryan Howell/ Journey Church 303 East Black Hawk Dr Spokane WA 99208	TNT Fireworks
8.	K Mart 201 West Neider Coeur d Alene, ID 83815	Hillyard Festival / Martin Phanco 2513 East Joseph Spokane WA 99208	TNT Fireworks
9.	Runge Furniture Spokane Street Coeur d'Alene, ID 83814	Big Boom Fireworks 8505 Peach Lane Missoula MT 59808	Fox Marketing

# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**May 13, 2013**  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Mike Kennedy, Chairperson *ABSENT*  
Ron Edinger, *acting* Chairperson  
Steve Adams

**CITIZENS PRESENT**

Charles Buck, University of Idaho  
Steve Roberge, District Manager, Waste Management  
Tom Hasslinger, CdA Press

**STAFF PRESENT**

Jon Ingalls, Deputy City Administrator  
Steve Anthony, Recreation Director  
Dave Yadon, Planning Director  
Capt. Steve Childers, PD  
Renata McLeod, City Clerk  
Mike Gridley, City Attorney  
Wendy Gabriel, City Administrator  
Juanita Knight, Senior Legal Assistant  
Chief Wayne Longo, PD  
Lt. Bill McLeod, PD  
Sid Fredrickson, Waste Water Superintendent  
Wes Somerton, Chief Criminal Deputy City Attorney  
Troy Tymesen, Finance Director

**Item 1. Request for Removal of Alley Garbage Service Between Melrose Ave. and Medina St., North of Emma Ave.**

**(Agenda)**

Jon Ingalls, Deputy City Administrator, presented a request from Waste Management to eliminate alley garbage collection for a one block section of alley between Melrose and Median Streets, north of Emma Avenue, due to safety concerns. The area is in transition as a medical campus. Mr. Ingalls said he's been up and looked at the area and staff recommends approval of the request.

Steve Roberge, District Mangers of Waste Management, stated once this is approved they will notify the homeowners two weeks in a row prior to making the change.

**MOTION: by Councilman Adams, seconded by Councilman Edinger, to recommend that Council authorize the request to eliminate alley garbage collection for a one block section of alley between Melrose and Medina Streets, north of Emma Avenue.**

**Item 2. Agreement with Jennifer Corio for Round-About Art at 4<sup>th</sup> Street and Kathleen Avenue.**  
**(Resolution No. 13-031)**

Steve Anthony, Recreation Director, presented a request from the Arts Commission to accept the proposal of Jennifer Corio for the sculpture Umbrellas Gracilis in the amount of \$28,000.00 for the placement of public art on the roundabout at 4<sup>th</sup> Street and Kathleen Avenue. Mr. Anthony presented a maquette model and explained how the art piece would appear at the roundabout and how they came about recommending this piece.

**MOTION: by Councilman Adams seconded, by Councilman Edinger, to recommend that Council adopt Resolution No. 13-031 approving the Personal Services Agreement with Jennifer Corio for Creation and Installation of Public art on 4<sup>th</sup> Street and Kathleen Avenue roundabout.**

**Item 3. Review of Design Review Fees.**  
**(Agenda)**

Dave Yadon, Planning, Director, brought forth the Council's request to reconsider applying an application fee for projects in the C-17 and C-17L Zoning Districts that require review by the Design Review Commission. Mr. Yadon explained in his staff report that in April 2010 the City Council approved a set of design guidelines that applied to C-17 and C-17L Zoning Districts. As a part of that approval, it was established that any project larger than 50,000 square feet or located on a site 5 acres or larger or with more than 2 design departures would be required to go through the Design Review Commission approval process. Following that action the Council determined that they would not establish a fee for this process for this expanded class of design review projects at that time but would revisit the issue in 3 years. Mr. Yadon further explained since adoption, one project has triggered the threshold requiring the Design Review Commission process. The application cost for design review in the Downtown Core and surrounding infill zoning districts is \$100 with no fee for minor alteration review. Appeals are \$200. The actual planning department cost of the process in 2008 was approximately \$515.

Councilman Adams said he is confused by the difference between the \$100 fee and the \$515 cost. Mr. Yadon explained at the time that the fee was established for design review, the council wanted to have the cost of going through the process as low as possible. Some nominal fee that would cover a base cost, perhaps of some of the notification costs and things of that nature. Mr. Yadon's sense of the council's thoughts were that to charge the entire amount of \$515 would be a burden on developers and the public.

Councilman Edinger asked Mr. Yadon to explain the \$515 costs. Mr. Yadon stated it was a standard practice of evaluating staff time that goes into reviewing and administrating the process of the design review application. From the time it comes in, the meetings with applicants, meetings with design review commission, the preparation of the staff report, mailings, posting notices, publications, etc., the \$515 would covers those costs.

Councilman Edinger clarified that if this is approved, the City would need to have a public hearing. Mr. Yadon said yes, if an application fee is approved, a public hearing would be needed to establish whatever fee the Council decides on.

**MOTION: by Councilman Adams, seconded by Councilman Edinger, to recommend that Council consider applying an application fee for projects in the C-17 and C-17L Zoning Districts that require review by the Design Review Commission.**

**Item 4. Agreement with Shaffer Towing & Recovery as the City's single source-towing provider.**  
**(CC Resolution No. 13-029)**

Capt. Steve Childers, Police Department, is asking for Authorization to extend the contract with Schaffer's Towing for two more years, the last of their 2-year extensions, as the City's single source-towing provider. Capt. Childers explained in his staff report that Prior to August 2002, the City of Coeur d'Alene had employed a Rotational Tow Truck Policy to address the vehicle towing needs for the City. However, during August 2002 the City of Coeur d'Alene changed their policy and a single source tow provider was selected. On average, the City of Coeur d'Alene dispatches approximately 1100 vehicle tows per year ranging from vehicles involved in accidents to abandoned vehicles located on public and private property. It has been determined that a single source tow provider is more economical and efficient for the City of Coeur d'Alene. Schaffer's Towing and Recovery have met our requirements and are willing to provide our Agency and community with the same level of professionalism we have received for the past several years as our single source tow provider. Not only do they meet our requirements, they have provided a competitive towing fee scale that is both beneficial to the City as well as the motorist. Capt. Childers noted that after this 2 years is up, they will be able to open up the option for other towing companies to become their towing provider. Currently, the contract has a \$30 per day storage

fee. Schaffer's would like to increase that fee to \$35 a day, which would bring the City in line with all other persons charged to have a vehicle stored at the facility. Otherwise, the contact remains the same.

**MOTION: by Councilman Adams, seconded by Councilman Edinger, to recommend that Council adopt Resolution No. 13-029 approving the Addendum to the Professional Services Contract with Schaffer's Towing and Recovery.**

**Item 5.           Amendment to Municipal Code Chapter 5.08: allowance of sale of alcohol on Memorial Day and Thanksgiving Day, and clarification of election day sale allowance.**  
**(CB 13-1010)**

Renata McLeod, City Clerk, stated this is mostly a housekeeping amendment to align city code with state code. Mrs. McLeod said State Statute Title 23, Chapter 9, Section 23-927 (1) a. begins by prohibiting the sale of liquor on Sundays, Memorial Day, Thanksgiving Day, and Christmas from 1 o'clock a.m. to 10 o'clock a.m. the following day. Section (2) states that a County or City may however, by ordinance, allow the sale of liquor by the drink on a Sunday, Memorial Day, and thanksgiving Day and may also extend until 2 o'clock a.m. the sale of liquor by the drink.

Mrs. McLeod also stated that in 2008, the State Statute 23-929 Section 1-c was repealed which prohibited the sale of liquor on general or primary election days until the time when the polls are closed. The sale of liquor on City election days was not formerly prohibited. The City ordinance do not currently reflect this change which allows the sale of liquor on any election day. Adding verbiage to the City's code to clarify this will reduce confusion.

**MOTION: by Councilman Adams, seconded by Councilman Edinger, to recommend that Council adopt CB 13-1010 amending M.C. Section 5.08.140 Alcohol – Hours of Sale, allowing the sale of liquor on Memorial Day, Thanksgiving Day, Election Day, Sundays, and indicate licensees have the authority to serve until 2 o'clock a.m., but prohibit the sale of liquor on Christmas Day.**

**Item 6.           Amendment to Municipal Code Section 4.25.030: allowance of special permits for use of alcohol within specific city owned properties.**  
**(CB 13-1009)**

Mike Gridley, City Attorney, stated the intent is to modify city code as we have done with Riverstone and most recently the Jewett House to allow alcohol at the City Park and McEuen park for specific events and by permit only. This amendment adds the City Park and McEuen Park as well as clarify some language that had been garbled when it was previously amended.

Councilman Edinger asked if this is going to open a big can of worms. Mr. Gridley said the events at Riverstone have been very well controlled. This amendment does not allow anyone, anywhere to have alcohol in the parks. It is a specific permit for a specific events. The exception for the prohibition of alcohol on city property only list Riverstone, Jewett House, and now the City and McEuen Parks. No other park would allow alcohol.

Councilman Adams said he is fine with this request. The test model was Riverstone and it has proved to be successful.

Mr. Gridley said the Council can always repeal this, should it not work out.

**MOTION: by Councilman Adams, seconded by Councilman Edinger, to recommend that Council adopt CB 13-1009 amending M.C. Section 4.25.030 Alcohol on Public Property, to allow alcohol to be served at City Park and McEuen Park by permit only.**

**Item 7. Request for Approval of a Grant for Two Patrol Positions.**  
**(Agenda)**

Capt. Steve Childers, PD, explained the Police Department has an opportunity to receive COPS grant funding that would allow them to hire two additional police officers. He noted the PD lost two positions when the economy started to falter a couple of years ago. The match would be about a 53% fund for 3 years with the City picking up 47%. Capt. Childers explained the cost breakdown.

Chief Longo, PD, said this is similar to the grant they received a few years ago when they had 3 positions from that that have since been absorbed into the City's budget. This go-round the grant money is less. The COPS money is available every years but its slowly decreasing from the 100% rate they once paid.

Councilman Edinger clarified this is a 3 year grant and the city would pick up the full cost on the 4<sup>th</sup> year. Capt. Childers stated that is correct.

Councilman Adams stated he's not opposed to additional officers or increased safety but is opposed to the funding method, as he has been in the past.

**Item forwarded to the full City Council without recommendation.**

**Item 8. City Participation in CDA 2030 Community Visioning Process.**  
**(Agenda)**

Mike Gridley, City Attorney, explained in his staff report that in 2000 the City sponsored a community visioning process called CDA 2020. The process asked citizens to share their vision for the Coeur d'Alene area for the next 20 years. The process resulted in a document that established the community's vision, values and goals. The document helped provide a community focus and framework for achieving community goals. Public meetings held in February and April of this year indicate that there is strong community support to create a new vision statement that would reflect the community's vision for the future. An ad hoc Community Advisory Committee (CAC) has been enlisted to gauge interest and to help steer the project (see attached list of CAC members). From this Committee a Project Coordination Group (PCG) led by Dr. Charles Buck from the University of Idaho, has stepped forward to organize the visioning process and to establish financial and in-kind support. As stated in the Prospectus, the visioning process is anticipated to take 12 -15 months and result in concrete action plans to carry out the community's goals. A tentative budget of roughly \$10,000 per month has been established based on the resources needed to conduct an effective, efficient and professional visioning process. Although most community visioning projects are financed entirely by city government, the CAC feels strongly that the project should not be totally funded by tax supported entities. The visioning process is a community process and it is felt that to make it a success funding should come from the broader community. However, because the primary beneficiaries of the results of the visioning process will be the citizens of Coeur d'Alene, the PCG has suggested that the City contribute 20% of the budget (\$30,000) to the project in addition

to providing in-kind support as needed. We currently have pledges or contributions from PCG members of approximately \$40,000 and we have a goal of having pledges or contributions equal to \$100,000 by June 1, 2013 with the remaining funding to be secured over the next several months. Mr. Gridley added that they've received pledges/contributions, to date, of approximately \$80,000 so things are moving along pretty quickly.

Councilman Edinger asked where the City's share of the money coming from. Mr. Gridley said he believes one of the projects that this process will bring forth is East Sherman. The Council has flagged money in the Planning Department to study East Sherman. He believes a better use of that money would be to put it towards this type of plan, this year, to see if East Sherman is indeed a priority to the community. In addition, the Legal Department has dedicated funds for professional services that is used for legal services that are outside the norm of an insurance type claim, i.e, the election lawsuit is an example. We've not had a lot of expenses out of that budget this year so a couple of thousand dollars from that budget could be utilized. Mr. Gridley said he also spoke with Troy Tymesen, Finance Director, who indicated that the City's overall revenues are up and could therefore use that as a little additional funding.

Councilman Adams stated he was the lone dissenter on moving forward with this and he still has those same primary objections.

Councilman Edinger asked Dr. Buck if he'd like to make any comments. Dr. Charles Buck, Associate Vice President of the University of Idaho, said the U of I is very excited about this project as they see it as an opportunity to also hear from the community in terms of what's important to them, where they see the community going, and they can extrapolate from that in terms of programs, etc. He noted that NIC and LCSC are also engaged in this process and have agreed to contribute, not just in-kind, but also some cash on the table. So they are committed to moving this forward and trying to make it a process that engages the community effectively.

**Item forwarded to the full City Council without recommendation.**

**Item 9. Lease Extension with University of Idaho for the Harbor Center Facility.**  
**(Agenda)**

Wendy Gabriel, City Administrator, asked whether the City Council should approve the extension of the current Master Lease Agreement between the Board of Regents of the University of Idaho and the City of Coeur d'Alene for the lease of the building and property located at what is commonly referred to as Harbor Center. Mrs. Gabriel went on to provide background, as indicated in her staff report, on how the University of Idaho ended up at the Harbor Center.

Sid Fredrickson, discussed how the collaboration with the U of I benefits the Waste Water Treatment Plant. Mr. Fredrickson shared the dream of a water resource center which would be primarily a data repository available for use, not just by Waste Water, but other entities as well. He stated we are in a world of constant changing water quality standards. He talked about the various oxygen depleting contaminants, and said they are now looking at pcb's, and in the future it will be personal care products and pharmaceuticals. All of that means they will need to partner up with research facilities.

Dr. Charles Buck, Associate Vice President of the University of Idaho, manages the facilities at harbor center. Dr. Buck discussed the benefits of the collaboration with the City of Coeur d'Alene for 30 years to include the past 10 years at Harbor Center. He explained the time at Harbor Center has been characterized by a lot of growth in programs and an even tighter relationship with the City and a better understanding of how the university can bring its programs and resources to Coeur d'Alene. He said we have a living laboratory on the river that can enable us to address research opportunities as well as to provide higher education resources for

place bound residents. Dr. Buck said there are plan on the books with LCSC and with NIC to build a collaborative education facility in the higher education campus. That facility would be focused on student services and advising as well as class room space for the 3 entities. We will continue to need the Harbor Center building to house the operations in the future. The new facility is part of the growth plan, not a replacement plan for Harbor Center. The facility is on the docket of all 3 institutions for request of state funding. We don't anticipate that will be approved until 2015.

Dr. Buck went on to discuss the benchmarks included in the General Services packet and some which were handed out today.

Dr. Buck said they have the resources to conduct the research as Mr. Fredrickson spoke of. He noted that Dr. Mark Solomon from Moscow is here 1 day a week. He is specifically working with stakeholders to identify research opportunities in Coeur d'Alene that will bring research dollars, principally from the federal government, but also from various agencies as well as foundations...which will bring with it, high paying research jobs.

Dr. Buck said they are eternally grateful for their time at Harbor Center. They have meticulously maintained the facility. With the continuation of the lease, the university will have confidence that they will be here for the long term, and the City will have confidence that the university will be here delivering programs, education, and research.

Councilman Adams asked Dr. Buck if he understood correctly that it would not be economically feasible for them to be in Coeur d'Alene without Harbor Center. Dr. Buck said that is not correct. They are committed to have a presence in Coeur d'Alene and throughout the state. They will endeavor to have a presence in Coeur d'Alene irrespective of this decision. They believe it is very important that they are linked very closely with NIC and LCSC. They intend to stay in Coeur d'Alene, hopefully in Harbor Center, and they respectively request Council approve this lease extension.

Councilman Edinger has had 3 grandchildren graduate from the University of Idaho in Moscow and he thinks that having UI here, in Harbor Center, has been a great benefit to the citizens of Coeur d'Alene and the community itself. He is all in favor of this.

Councilman Adams commented that he is not sold on it.

Wendy asked Councilman Adams if there is there is information that can be brought to the council meeting, that was lacking today, that may help sale him. Councilman Adams, said "no, I doubt it."

Dr. Buck informed Councilman Adams that he is happy to bring additional information, should it help. Councilman Adams replied "thank you."

**Item forwarded to the full City Council without recommendation.**

The meeting adjourned at 1:00 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

## MEMORANDUM

TO: GENERAL SERVICES COMMITTEE

FROM: WENDY GABRIEL, CITY ADMINISTRATOR

DATE: MAY 13, 2013

RE: LEASE RENEWAL at HARBOR CENTER – UNIVERSITY OF IDAHO

**DECISION POINT:** Whether the City Council should approve the extension of the current Master Lease Agreement between the Board of Regents of the University of Idaho and the City of Coeur d'Alene for the lease of the building and property located at what is commonly referred to as Harbor Center?

**HISTORY:** Even before 1999, stakeholders began meeting to discuss the potential for additional higher educational opportunities through the acquisition of the adjacent mill site. It was recognized that the co-location and collaboration of the educational institutions was imperative and would continue to be as the institutions grew.

In 2001, a Memorandum of Understanding was executed between the University of Idaho, North Idaho College and the City. It stated that the Parties have a long-standing, strong and mutual interest in and commitment to ensuring that residents of CdA and northern Idaho have access to higher education and recognize that collaboration between and among the Parties is vital to enhancing such access. It further stated that the City will lease to UI the Harbor Center facility so that UI could enhance and expand its presence and programs in CdA and northern Idaho. The lease was executed in 2002.

In 2006, nearing the end of the first 5-year lease term, the City and UI entered into another MOU reiterating its partnership and common goal in the expansion of educational opportunities adjacent to NIC.

In 2007, the North Idaho Mayor's Coalition sent a letter to Governor Otter and legislators supporting higher education opportunities in north Idaho. In the same year, the City's comprehensive plan was approved supporting the efforts of the co-located campus. The plan provides that "Our vision is that the locations be joined to form an Education Corridor that would extend along Northwest Boulevard and the Spokane River for more than a mile." It provides that "We will support educational institutions in their planning efforts for the Education Corridor."

Vision 2020 which included community meetings, surveys, and public open houses also recognized the value of the co-location of higher educational opportunities. It states that the vision is to ensure that our educational partners have the resources to provide life-long learning opportunities to all community members and to create more, easily accessed opportunities for post-secondary education, including continuing education, masters, and doctoral degree programs.

**DISCUSSION:** The University of Idaho entered into a five-year Master lease Agreement with the City of Coeur d'Alene on May 13, 2002 for a term of five consecutive years pursuant to Resolution 02-041 (hereafter referred to as "Master Lease"). Pursuant to the Master Lease, the University occupies City

property known as Harbor Center. The Master Lease was extended pursuant to Resolution 06-036 until June 30, 2010 and then again through June 30, 2013. During this time, and at present, the parties along with North Idaho College and Lewis-Clark State College, have collaborated to provide higher educational opportunities in our region. This collaboration for co-location of these educational institutions is ongoing. In addition, the educational institutions continue to collaborate in program offerings in our region. As such, the University requests a third extension of the Master Lease through June 30, 2028.

A copy of the proposed amendment to extend the lease is attached. Approval will ensure that the University of Idaho will continue to expand its programs and educational offerings as we move forward with planning and other activities important in the implementation of the Education Corridor concept.

The significant changes in this proposed lease renewal from the prior renewals are as follows: First the facility grounds included in this lease have been reduced to exclude some parking area and undeveloped grounds the City needs to retain for wastewater plant expansion currently in process.

The City is also requiring the payment of \$3,600 for the construction of a storage facility. Unlike prior years, this agreement will allow the University the use of the adjoining lab space. This space is currently used for storage of wastewater department materials. The new storage facility will now accommodate that storage need.

The City is also requiring a commitment of the University to education, community service, and research through "benchmarks" as presented in the proposal. With a longer term lease of fifteen years, the University is able to justify greater investment and commitment to educational offerings.

**RECOMMENDATION:** It is recommended that the Master Lease be extended for the reasons discussed above and consistent with Education Corridor plan.

**City of Coeur d'Alene - University of Idaho Coeur d'Alene partnership**

**Summary of Benefits**

**Educational Programming**

- Steady growth of programs and students providing highest quality in upper division undergraduate programming
- Both Masters and Doctorate Graduate degrees
- Emerging strength in STEM education both in K-12 settings and with programs at UI-CDA
- Program development in response to local needs (pharma production technician and waste water operator programs with NIC; environmental science; EMBA)
- Provision of approximately \$100,000 for advanced training of City of Coeur d'Alene employees in locally-delivered Geospatial Imaging Systems (GIS) and Executive Masters of Business Administration (EMBA) programs
- Together with LCSC, also located in the Harbor Center, the only local resource for Bachelor's degree [national job growth is now almost exclusively confined to college graduates]
- New Bachelor of Arts degree program in English beginning September 2013

	2002	2013
<b>Total undergrads</b>	137	294
<b>Total grads</b>	213	221 <sup>1</sup>
<b>UG programs</b>	7	13
<b>Grad programs</b>	13	14 <sup>1</sup>
<b>Certificate prog.</b>	2	5

**Community Resource**

- Actively engaged in the emerging CDA 2030 Vision project as major investor and with project leadership and support
- Initiating software engineering / computer science training ecosystem in summer of 2013 with free summer coding and computer visualization camp targeting middle school girls
  - Comprehensive program to increase awareness and create k-gray training opportunities has attracted local philanthropic support and significant industry buy-in.
- Host regional women in science sessions for high school girls – 300 students/year
- Active engagement with regional K-12 including on-site professional development support and direct to student programs
- Provision of high end laboratory space for local teachers and K-12 students to participate in authentic research projects
- Community Water Resource Center (CWRC) established 2012 with cooperation from tribe, diverse agencies, and (anticipated) corporate partners. Areas of focus include:
  - Education and Outreach
    - Information and resource library (physical center)
    - Adult and K-12 education programs
  - Citizen Science

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<sup>1</sup>decreased from 2011 because of elimination of tuition waivers for NIC employees

- IDAH<sub>2</sub>O Master Water Steward Program
- Research
  - Logistics, administrative, and expertise support for stakeholder research needs and grant applications
  - Connect researchers with regional water issues and concerns
  - Active pursuit of funding for local water issue research projects
- Accessible data warehouse for all regional water quality and geospatial data
- Host site for multiple University, regional, and statewide programs that house 11 staff members in the Harbor Center
  - Educational Talent Search (college prep), Upward Bound, Idaho Capacity Builders, Idaho Assistive Technology Project, Idaho Special Education Library, USDA Agriculture Extension, etc.
- Growth of 17 UI staff positions and 7 UI faculty positions housed in CDA from 2002-2012
- Engage and support diverse community advocates for education
- Active role with CDA Chamber
- From July 2012 to May 2013, the Center hosted 3119 participants receiving over 10,000 contact hours in non-credit educational and community activities

#### **Research Activity**

- Infrastructure and expertise to compete for national research funding in diverse fields; emphasis on interdisciplinary programs
- Portal for access to facilities, resources, and expertise of Idaho's land-grant research University
- Building research base in CDA with over \$4M in extramural research funding
  - Research and program funding secured from state, federal and foundation sources
- One of three designated headquarter location for statewide NSF EPSCoR (National Science Foundation -Experimental Program to Stimulate Competitive Research) program beginning in 2013
  - Lead site for proposed EPSCoR Science, Technology, Engineering, and Mathematics (STEM) training focus
- Successful with large research grant proposals including a \$1.1M NSF STEM education research project focused on Spokane and Coeur d'Alene tribes

#### **Harbor Center Facility**

- Meticulous maintenance over 10 year occupancy period of a still-beautiful facility
- Annual facility maintenance expenditure from UI Coeur d'Alene is currently ~\$78,000
- Two full-time UI-CDA employees devoted to facility maintenance and repair (\$88,000 in fy13)
- Cumulative building improvements of \$2.6M
- Independent landlord function housing LCSC-CDA
- No cost provision of meeting space for civic groups, agencies, educational groups, etc.

## Benchmarks for Lease Renewal

### Proposed Education Benchmarks

- Continue to make available one enrollment in Executive Masters of Business Administration (EMBA) program for a city employee up to every other year (\$19,000/yr)
- Continue to offer GIS certificate program training to a city employee, up to one each year (~\$2200/yr)
- Offer non-profit management certificate training for up to two city employees each year (\$500/yr)
- Good faith effort to make available and market additional programs for UI-CDA including:
  - Masters of Natural Resources
  - MS and BS in Environmental Science\*
  - MS/MA in Organizational Dynamics
  - BS in Industrial Technology/Engineering
  - BA in English Literature
  - BA or MA in Tourism and Recreation Management
  - MS in Fire Ecology
  - Professional Science Masters\*
  - Bachelors in Sustainability Studies
  - Certificate and degree programs for Waste Water Treatment Operators
  - Other programs in response to community needs and as possible for the University
- Continue good faith effort to increase enrollment by 10% or more each year and to increase number of graduates and certificate holders each year in alignment with Idaho goals to achieve 60% of adults between the ages of 24 and 35 with a post high school degree or certificate by 2020.

### Proposed Community Service Benchmarks

- Active engagement with CDA 2030 Vision Project, provided it is approved to go forward
- Devote resources to continued development of Community Water Resource Center providing an effective outlet for city and governmental agency community outreach
- Create active portal to engage University expertise, resources, and facilities for City programs and initiatives
- Actively participate in the realization of the master plan for the Higher Education Corridor via partnering with North Idaho College and other higher education institutions
- Encourage hosting of University cultural and athletic programs in CDA
- Provide annual report of relevant activity to City

### Proposed Research Benchmarks

- Actively engage with City to support of grant proposals of interest for the City
- Continue good faith efforts to obtain research grants and to build additional research capacity in CDA
- Continue to work with main campus and other institutions and agencies to focus and house active research projects in CDA

- Make available research laboratory as possible for school and community needs

**Proposed Facilities Benchmarks**

- Continue to provide excellent maintenance and upkeep for building and grounds
- Encourage and advocate State investment in Collaborative Education Facility in the Higher Education Corridor
- Actively participate with local and regional groups to expand University/higher education facilities in CDA

RESOLUTION NO. 13-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING THE THIRD AMENDMENT TO THE MASTER LEASE WITH THE REGENTS OF THE UNIVERSITY OF IDAHO, FOR PREMISES AT HARBOR CENTER.

WHEREAS, the City of Coeur d'Alene and the Regents of the University of Idaho have a long-standing mutual interest in and commitment to ensuring that residents of Coeur d'Alene and northern Idaho have access to higher education and recognize that collaboration between and among the Parties is vital to enhancing such access;

WHEREAS, the City Council has approved a Master Lease with the Regents of the University of Idaho for leased premises at Harbor Center for educational purposes;

WHEREAS, the Third Amendment to the Master Lease with its attachments is attached hereto as Exhibit "1" and is incorporated herein as if set forth fully, and its terms have been approved by the City Council;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve said Third Amendment to the Master Lease; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City approve the Third Amendment to the Master Lease with the Regents of the University of Idaho as set forth in Exhibit "1".

DATED, this 21<sup>st</sup> day of May, 2013.

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

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

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

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

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

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STATE OF IDAHO } SS  
COUNTY OF KOOTENAI }  
AT THE REQUEST OF  
*City of CDA*

JUN 24 11 34 AM '02

DANIEL J. ENGLISH

*[Signature]*  
DEPUTY  
FEE\$ *N/C*

*46 pgs.*

**MASTER LEASE**

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## MASTER LEASE

THIS MASTER LEASE ("Lease") is made as of the 13th day of May, 2002, between **City of Coeur d'Alene**, a municipal corporation, and **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho.

### 1. Definitions.

The following terms as used in this Lease shall have the meanings hereinafter set forth:

**1.1 "Landlord"**: City of Coeur d'Alene, a municipal corporation.

**1.2 "Tenant"**: The Regents of the University of Idaho, a body politic and corporate organized and existing under the laws of the State of Idaho.

**1.3 "Leased Premises"**: That certain property together with all buildings and improvements thereon located in the City of Coeur d'Alene, County of Kootenai, State of Idaho, more particularly described in **Schedule I** attached hereto, and as shown on the plot plan attached hereto as **Exhibit "A"**.

### 2. Term.

Landlord leases and Tenant rents the Leased Premises for a primary term of five (5) consecutive years commencing on the June 1, 2002 and terminating on the fifth (5th) anniversary of the commencement date of the primary term.

### 3. Rent.

**3.1** Rent shall consist of an annual rental of Ten Dollars (\$10). Rent for the five-year term of the lease (\$50) shall be paid to Landlord no later than June 30, 2002.

**3.2** Rent payment shall be mailed to Landlord at the address provided in Article 11 (Notices).

3.3 In addition to rent, Tenant shall provide the following consideration to the Landlord:

- 1) Subject to Section 3.4, Tenant shall provide Landlord, without rent or utility charges, continued use of the existing Waste Water Treatment Plant lab facility for the term of this Lease. However, Landlord is responsible for paying and arranging for janitorial, telephone, cable television, and internet related services associated with its lab.
- 2) Tenant will reasonably assist Landlord to assess Landlord's management and communication training needs. Tenant shall make all reasonable efforts to provide non-credit classroom training, at least four times each year, at no cost for instruction and minimal cost for materials to the Landlord. Timing and content of training will be determined upon subsequent mutual agreement of the parties.
- 3) Upon Landlord's submission to the Tenant's Dean of its Coeur d'Alene Center of a request for interns to perform specific projects or tasks of educational value to Tenant's students, the Dean shall make all reasonable efforts to recruit volunteer student interns, and coordinate the intern's assignment to the Landlord. While the Dean will undertake reasonable efforts to find quality student interns for the Landlord, Tenant cannot guarantee that qualified applicants will be found or be interested in performing the proposed projects or tasks.

- 4) The Tenant shall cooperate with the Landlord's efforts to expand and extend the Centennial Trail through the Leased Premises by allowing public access and use of the seawall and boardwalk in a manner that is not disruptive to Tenant's operations on the Leased Premises.
- 5) On June 30, 2003, and annually thereafter, the Tenant shall provide to the Landlord a report specifying the Tenant's actions to achieve the provisions of Section 3.3 of this Lease and the Goals and Objectives stated in the Memorandum of Understanding, dated August 2, 2001, regarding the University's utilization of the Leased Premises.
- 6) The Tenant shall establish a scholarship fund exclusively available to University of Idaho students from the City of Coeur d'Alene, with eligibility based upon applicant's zip code. While the Tenant will not dedicate any financial resources to support this new scholarship fund, the Tenant's Dean of its Coeur d'Alene Center will encourage private contributions to the scholarship fund.

3.4 For those portions of the Leased Premises that will be provided to Landlord pursuant to Sections 3.3(1), 6.1, 9.1, 9.3, and Articles 8 and 10 through 21 of this Lease shall apply; provided that, for application to this Section 3.4, the term "Landlord" in those sections shall mean Tenant, the term "Tenant" shall mean Landlord and the term "Leased Premises" shall mean the Waste Water Treatment Plant lab facility.

**4. Landlord's Title.**

4.1 Landlord covenants that Landlord has lawful title to the Leased Premises, full right and authority to make this Lease and grant Tenant all rights and privileges under this Lease, and that Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises.

4.2 Landlord hereby discloses that Landlord owns and operates a Wastewater Treatment Plant adjacent to the Leased Premises, which plant is known to emit unpleasant odors. Provided that emissions from the plant comply with all applicable laws, rules and regulations, such emissions shall not constitute a breach of Tenant's quiet enjoyment of the Leased Premises under this Lease. Landlord shall not expand the plant or any part thereof, so as to encroach onto or occupy portions of the Leased Premises. Tenant shall not object to the continued operation of the adjacent wastewater treatment plant so long as Landlord manages that facility in accordance with industry standards used to minimize odor.

**5. Further Agreements.**

5.1 Landlord represents to Tenant that, to Landlord's knowledge, title to the Leased Premises is free and clear of all encumbrances, easements, assessments, restrictions, tenancies and other exceptions to title except the leases and encumbrances listed on **Exhibit "B"** attached hereto and made a part hereof ("**Existing Leases and Encumbrances**"). Landlord hereby covenants to advise Tenant of and give Tenant copies of all Existing Leases and Encumbrances of which the Landlord has knowledge. Simultaneous with the execution of this Lease, Landlord and Tenant shall enter into, and Landlord and Tenant agree to enter into, the Assignment of Existing Leases, attached hereto as **Exhibit "C"** and made a part hereof. Assignment of Existing Leases for the Idaho State Police shall be subject to recognition by the State Board of Examiners

as indicated by **Exhibit "D"** attached hereto and made a part hereof ("**State Board of Examiners, Request for Recognition of Assignment**"). Rent payable under the Existing Leases shall be payable to Tenant during the term of this Lease. Rent payable to Tenant shall be prorated during any partial month in which Tenant is entitled to such rent payments.

**5.2** Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which the Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease. However, it is the intention of the Landlord to maintain the option of retaining ownership of that portion of the Leased Premises it deems necessary for expansion of its wastewater treatment plant, if any, after the term of this lease has expired.

## **6. Maintenance and Repair of Building Improvements.**

**6.1** Tenant shall not commit waste on the Leased Premises. Subject to the covenants and representations of Landlord herein, Tenant accepts the Leased Premises in "as is" condition. The Landlord need not make any repairs or improvements before the lease term begins. Except as otherwise provided in Section 6.2, Tenant shall, at Tenant's sole discretion, cost and expense, maintain, repair and replace as necessary in good working condition, reasonable wear and tear excepted, all buildings, structures, equipment, systems and improvements on the Leased Premises and maintain, repair and replace, as deemed necessary by Tenant, all above and below ground utilities on the Leased Premises and the extension from the Leased Premises to such utility's connection at the main line. Landlord shall have no maintenance, repair or replacement responsibilities towards the Leased Premises, or any part thereof, except as provided in Section

3.4. Tenant will reasonably clean and maintain (including snow removal) the Leased Premises so that the premises are in a safe and attractive condition.

**6.2** In the event of material damage to or destruction of the improvements to the Leased Premises by fire or other casualty, Tenant shall give Landlord immediate notice. If permitted by the Landlord, which permission shall not be unreasonably withheld, Tenant, may at Tenant's sole discretion, cost and expense, repair, restore or rebuild the improvements to the Leased Premises so that upon completion of the repairs, restoration or construction, Tenant may again utilize the Leased Premises in furtherance of Tenant's use, as described in Section 9.2. If Landlord does not grant Tenant approval to repair, restore or rebuild, Tenant may terminate this Lease. If the Tenant chooses not to repair the material damage or destroyed premises, and the Leased Premises are, in the sole opinion of the Tenant, no longer viable for the Tenant's intended use, the Tenant may terminate this lease upon written notification to the Landlord, and Tenant shall have no further obligations under this Lease. During the period of damage, destruction, repair, restoration or rebuilding, this Lease remains in effect and rent does not abate.

**7. Utility Charges.**

Tenant agrees to pay all charges for electricity, gas, heat, water, telephone and other utility services used on the Leased Premises during the term of this Lease.

**8. Indemnification and Insurance.**

**8.1** Landlord agrees to indemnify and hold harmless Tenant and its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Landlord's possession, operations or performance

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under this Agreement and which are caused by the negligence of the Landlord. The Landlord shall promptly notify the University of Idaho, Office of Administrative Affairs, PO Box 443168, Moscow, Idaho 83844-3168 of any such claims of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same. This indemnification does not apply to the extent that such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of the Tenant, its agents or assigns.

**8.2** Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Tenant agrees to indemnify and hold harmless Landlord, their agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Tenant's possession, operations or performance under this Agreement and which are caused by the negligence of the Tenant. The Tenant shall promptly notify the Landlord of any such claims of which it has knowledge and shall cooperate fully with the Landlord or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of the Landlord, its agents or assigns.

**8.3** The Landlord shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by the Landlord. The limits of liability of such

insurance shall not be less than five hundred thousand dollars (\$500,000) combined single limits. Landlord shall be solely responsible for fire and casualty insurance coverage on its own property.

8.4 The Tenant shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction of loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by the Tenant. The Tenant's liability coverage is provided through a self-funded liability program administered by the Office of Insurance Management. Limits of liability are five hundred thousand dollars (\$500,000) combined single limits. Tenant shall be solely responsible for fire and casualty insurance coverage on its own property, of every kind or nature, which is not part of the Premises.

8.5 All insurance required under this section shall be maintained in full force and effect at each party's expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the other party upon request, and shall name the other party as additionally covered.

**9. Authorizations and Restrictions.**

9.1 Tenant may not assign this Lease or sublet any part of the premises without Landlord's written approval, which approval shall not be withheld unreasonably.

9.2 During the term of this Lease, Tenant shall use good faith and reasonable efforts to utilize those portions of the Leased Premises occupied by Tenant in furtherance of its educational, research or administrative activities. Tenant's obligation to use the Leased Premises in furtherance of its education, research or administrative activities shall be suspended during (a)

strikes, lockouts or other labor difficulties, fire or other casualty, condemnation, war, riot, insurrection, act of God, the requirements of any local, state or federal law, rule or regulation, or any other reason beyond the reasonable control of Tenant or other occupant of the Leased Premises, or (b) closure due to the restoration, reconstruction, expansion, alteration or remodeling of any building or improvement on the Leased Premises.

**9.3** Tenant may install in the Leased Premises such fixtures and equipment as Tenant deems desirable, and all of said items shall remain Tenant's personal property whether or not affixed to the Leased Premises. Tenant may remove Tenant's personal property from the Leased Premises at any time but shall repair any damage caused by such removal.

**9.4** Tenant may remodel, alter or expand the Leased Premises, at Tenant's expense, provided such work is performed in a workmanlike manner and complies with all applicable rules and regulations. Prior to making structural improvements to the Leased Premises, Tenant shall request permission from the Landlord and such permission shall not be unreasonably withheld. Tenant shall have no obligation to construct, expand or remodel any improvements on the Leased Premises.

**10. Default.**

**10.1** Either party shall be deemed to be in default upon the expiration of ninety (90) days from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Lease unless that party, prior to the expiration of said ninety (90) days, has rectified the particulars specified in the notice. However, such party shall not be in default if such failure (except the failure to pay money) cannot be

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rectified within said ninety (90) day period and such party is using good faith and his best efforts to rectify the particulars.

**10.2** If the defaulting party is Tenant, Landlord may decree the term ended and enter the Leased Premises; or Landlord may re-enter the Leased Premises and sublet the whole or any part thereof, for the account of the Tenant, upon as favorable terms and conditions as the market will allow. In the latter event, Landlord shall have the right to collect any rent which may thereafter become payable under such sublease and to apply the same first, to the payment of any expenses incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises.

**10.3** The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

**10.4** In addition to the remedies set forth in this Lease, Landlord and Tenant shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

## **11. Notices.**

**11.1** Any notice provided for herein shall be given by Registered or Certified United States Mail, postage prepaid, addressed, if to Landlord, to Landlord at City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, Idaho 83816-3964, and, if to Tenant, to Tenant at University of Idaho, Moscow, Idaho 83844-3145, Attention: Vice President for Finance and Administration.

The person and the place to which notices are to be mailed may be changed by either party by notice to the other.

11.2 Each party agrees that a copy of all notices which may be given hereunder shall also be given by certified mail to such other persons and at such places as either party may designate in writing.

**12. Attorneys' Fees.**

If either party to this Lease is required to initiate or defend litigation in any way connected with this Lease, the prevailing party in such litigation in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to a reasonable attorneys' fee. If either party to this Lease is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Lease, or obligation of the other party to this Lease, then the party so litigating shall be entitled to reasonable attorneys' fees from the other party to this Lease. Attorneys' fees shall include attorneys' fees on any appeal. In addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**13. Recording of Master Lease.**

This Lease shall be recorded in the County where the Leased Premises are located, at the expense of the Tenant.

**14. Article Headings.**

The article headings of the Lease are inserted only for reference and do not affect the terms and provisions hereof.

**15. Rights of Successors.**

All of the rights and obligations under this Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

**16. Entire Agreement.**

This is the entire agreement between the parties. It replaces and supercedes any and all oral agreements between the parties, as well as any prior writings.

**17. Governing Law.**

This lease will be governed and construed in accordance with the laws of the State of Idaho, and venue for any legal action shall be in Kootenai County.

**18. Modification.**

This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

**19. Severability.**

If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as agreed upon by the Tenant and Landlord.

**20. Equal Opportunity.**

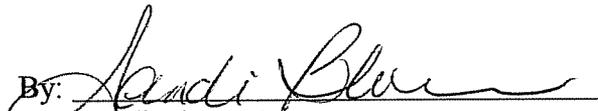
Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Agreement.

**21. Non-Use of Names and Trademarks.**

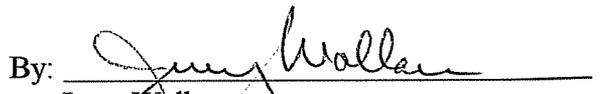
No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

EXECUTED as of the date first above written.

**LANDLORD:**  
City of Coeur d'Alene

By:   
Sandi Bloem, Mayor

**TENANT:**  
The Regents of the University of Idaho

By:   
Jerry Wallace,  
Vice President, Finance & Administration

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STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 13<sup>th</sup> day of May, 2002, before me, Susan K. Weathers, a Notary Public in and for said State, personally appeared Sandi Bloem, known to me to be the Mayor of the City of Coeur d'Alene, a municipal corporation, that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

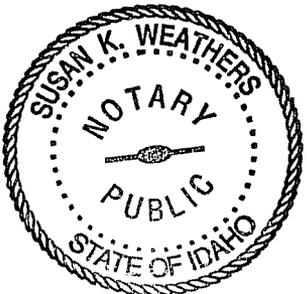


Susan K. Weathers  
Notary Public for the State of Idaho  
Residing at CDN  
My Commission Expires 10-22-05

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 13<sup>th</sup> day of May, 2002, before me, Susan K. Weathers, a Notary Public in and for said State, personally appeared Jerry Wallace known to me to be Vice President, Finance & Administration of **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said body politic, and acknowledged to me that such body politic executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Susan K. Weathers  
Notary Public for the State of Idaho  
Residing at CDN  
My Commission Expires 10-22-05

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**List of Exhibits and Schedules:**

Exhibit "A" - Site Plan

Exhibit "B" - Existing Leases and Encumbrances

Exhibit "C" - Assignment of Existing Leases

Exhibit "D" - State Board of Examiners - Request for Recognition of Assignment

Schedule I - Description of Leased Premises

A portion of Lot 7, Fort Sherman Abandoned Military Reservation as shown in plat book "B" at page 153 A, Records of Kootenai County, State of Idaho, in Section 14, Township 50 North, Range 4 West, Boise Meridian described as follows;

Beginning at the intersection of the North line of said Lot 7 and the southwesterly right-of-way line of the Burlington Northern Railroad;

Thence along said right-of-way line South  $28^{\circ}10'45''$  East, 757.17 feet to the south line of said Lot 7;

Thence along said south line North  $88^{\circ}41'24''$  West, 618.0 feet;

Thence South  $21^{\circ}52'$  West, 12.82 feet;

Thence North  $88^{\circ}41'24'$  West, 33.0 feet to a point on the shore of the Spokane River;

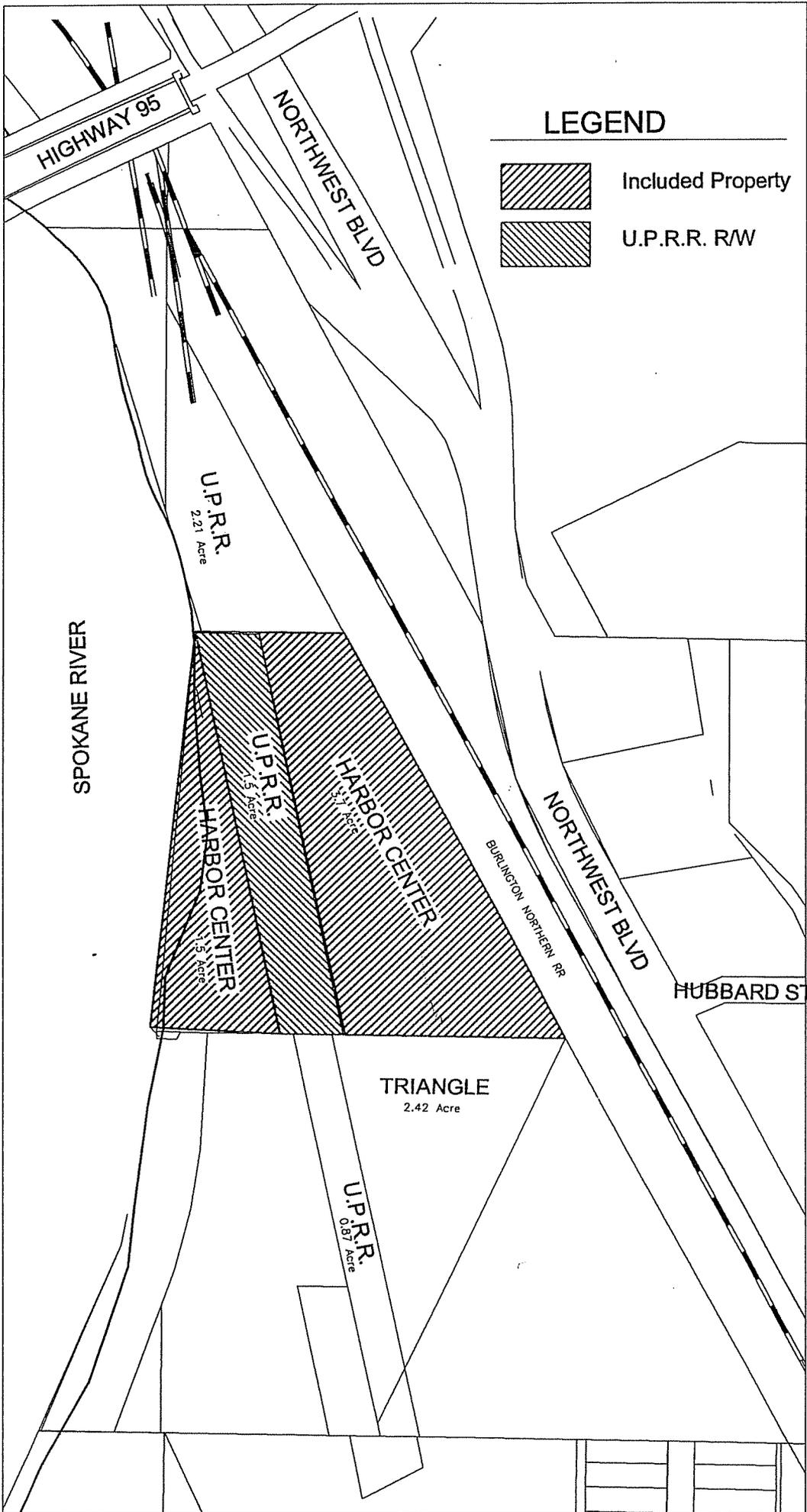
Thence northerly along said shore to the point of intersection of the North line of said Lot 7 with the Southwesterly line of the Spokane International Railroad, said point bears North  $5^{\circ}33'43''$  East, 671.3 feet from last said point;

Thence along the North line of said Lot 7 South  $89^{\circ}05'15''$  East, 233.0 feet to the Point of Beginning.

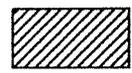
Except therefrom any portion lying beyond the legal high water mark of the Spokane River.

Subject to a 20 foot easement for railroad purposes, being 10 feet on each side the existing track.

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LEGEND

-  Included Property
-  U.P.R.R. R/W

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**EXHIBIT B**

**EXISTING LEASES AND ENCUMBERANCES**

**THE FOLLOWING ARE THE EXISTING LEASES AND ENCUMBERANCES  
TO THE HARBOR CENTER PROPERTY:**

- 1) The Building is encumbered by a Lease between the City of Coeur d'Alene and the Idaho Department of Law Enforcement, Idaho State Police Forensics (Term: 3/01/2000 to 6/30/2003)
- 2) The Land is subject to UPRR Railroad right of way (See, Exhibit A – SITE PLAN).
- 3) Land and Building are subject to “The 1995 Sewer Revenue Refunding Bonds.”

**ASSIGNMENT OF EXISTING LEASES**

THIS ASSIGNMENT OF EXISTING LEASES (“**Assignment**”) is made between **City of Coeur d’Alene**, a municipal corporation (“**Assignor**”), and **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho (“**Assignee**”).

**RECITALS**

A. Assignor is leasing to Assignee that certain real property and the improvements located thereon situated in the City of Coeur d’Alene, County of Kootenai, State of Idaho and commonly referred to as the Harbor Center Building.

B. Assignor, as landlord, leases portions of the Harbor Center Building to a tenant pursuant to the leases attached hereto as Exhibit “A” (“**Existing Leases**”).

C. Assignor desires to assign the Existing Leases to Assignee and Assignee desires to assume the Existing Leases pursuant to the terms and conditions of this Assignment.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Effective as of June 1, 2002 (“**Effective Date**”), Assignor hereby assigns, conveys and transfers to Assignee all of Assignors right, title and interest in the Existing Leases. Assignee accepts the foregoing assignment and agrees to assume, pay, perform, discharge, as and when due, all of the covenants and obligations of landlord under the Existing Leases, which arise after the Effective Date and agree to be bound by all of the terms and conditions thereof after the Effective Date.

2. **Proration.** Any rent, charges, taxes or other sums due to Assignor under the Existing Leases shall be prorated between Assignor and Assignee as of the Effective Date. Both parties agree that as of the Effective Date, all sums due to Assignor accrued on or after the Effective Date under the Existing Leases shall be the property of Assignee and all sums owed by Assignor accrued on or after the Effective Date shall be the responsibility of Assignee.

3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants to Assignee as follows:

3.1 Assignor has not heretofore assigned, subleased, mortgaged or otherwise transferred or encumbered the Existing Leases or Assignor's interest therein.

3.2 The Existing Leases attached hereto as Exhibit "A" are true, correct, and complete copies of all leases and occupancy agreements affecting or encumbering all or any part of the Harbor Center Building.

3.3 Assignor has the full right, power and authority to enter into this Assignment and perform the obligations hereunder without the prior consent of any other person, entity or governmental agency, which consent Assignor has not previously obtained.

3.4 The Existing Leases are in full force and effect and there are no existing defaults, or events or conditions which but for the passage of time would constitute a default pursuant to such Existing Leases.

4. **Indemnification.** Assignor shall indemnify, defend and hold harmless Assignee, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) incurred by or asserted against Assignee, its successors and

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assigns, accruing on or before the Effective Date under the Existing Leases, arising from or pertaining to Assignor's use or occupation of the Harbor Center Building, or for any breach of Assignor's representations and warranties set forth in this Assignment.

Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) incurred by or asserted against Assignor, its successors and assigns, accruing after the Effective Date under the Existing Leases, or arising from or pertaining to Assignee's use or occupation of the Harbor Center Building.

**5. General Provisions.** This Assignment shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

**5.1** The captions to the paragraphs are intended for convenient reference only and shall not be used and are not intended to modify, aid, describe or otherwise affect the meaning of the paragraph from that which is indicated by the text of the paragraph alone.

**5.2** This Assignment is the product of negotiation and the parties agree that it shall not be construed against the drafter. If any part of this Assignment shall be found to be invalid or unenforceable, the remainder of the Assignment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

**5.3** This Assignment may be executed in counterparts and shall be effective upon execution of one or more of such counterparts by each of the parties hereto. Signature pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple(s) of this Assignment.

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5.4 In the event any party hereto is composed of more than one (1) person, the obligations of such party shall be joint and several.

EXECUTED as of the date first above written.

**ASSIGNOR:**

**City of Coeur d'Alene**

**ASSIGNEE:**

**The Regents of the University of Idaho**

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

By: \_\_\_\_\_  
Jerry Wallace, Vice President, Finance

**List of Exhibits:**

Exhibit "A" - Existing Leases

**LEASE AGREEMENT FOR SPACE**

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between **City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, ID 83816-3964** (the "Lessor"), and the STATE OF IDAHO, by and through **Department of Law Enforcement, Idaho State Police Forensics** (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

**WITNESSETH**

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of **Coeur d'Alene**, County of **Kootenai**, State of Idaho, known and described as follows: **1000 West Hubbard Street, Suite 240, Coeur d'Alene, Idaho**

2. Term. The term of this Lease Agreement is **40** months. As time is of the essence, the term of this Lease Agreement shall begin on **March 1, 2000** and shall end at midnight on **June 30, 2003**. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately **\$4,463.34** each. The lease payment shall be computed at a rate of **\$13.39** per square foot, per year. The total square footage of the Premises is **4,000**, subject to measurement using BOMA standard. The total yearly lease payment is **\$53,560.00**. Upon election by the Lessee to pay in advance \_\_\_\_\_ quarterly, \_\_\_\_\_ semi-annually, or **X** annually, the Lessor shall allow Lessee a discount of **3%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

Rents for the periods:

March 1, 2000 – June 30, 2000	\$13.39/sq.ft = \$17,853.36
July 1, 2000 – June 30, 2001	\$13.39/sq.ft = \$53,560.00
July 1, 2001 – June 30, 2002	\$13.39/sq.ft = \$53,560.00
July 1, 2002 – June 30, 2003	\$14.06/sq.ft = \$56,240.00

Lessor and Lessee agree to a 5% increase for the last year of the lease.

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In addition, Lessee shall pay \$200 per year for use of a ballistics training and chemical storage area (190 sq. ft.).

4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Anything contained in this Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 12 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. Services. The Lessor covenants that it will provide, perform, and pay for the following services and maintenance:

A. Utilities:

Domestic water and sewer.  
Electricity.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).  
Heating system and related equipment.  
Cooling and air handling system and related equipment.  
Electrical system and related equipment.  
Sewer and plumbing systems and related equipment.  
Exterior lighting, including landscaped areas, parking area and walkway.  
Cleaning ground and parking area of debris  weekly  monthly  other:  
\_\_\_\_\_  
Common area janitorial service  daily (excluding weekends and holidays)  other:  
\_\_\_\_\_  
Trash removal from property  weekly  other: \_\_\_\_\_  
Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.  
Light bulb and fluorescent tube replacement.  
Ice and snow removal prior to start of each business day.  
Directory sign with Lessee name.  
Door sign with Lessee name.  
Lawn and shrubbery care weekly during season.

C. Parking:

A total of 12 lighted and paved automotive parking spaces in the upper parking lot (including 0 of which will be secured) will be available and maintained with adequate

ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

D. Special Provisions:

1. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.
2. No other special provisions exist.

7. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

8. Personal Injury Damages. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims against Lessor for damages to goods, wares, and merchandise, in or upon the Premises, and for injuries, damages loss, costs, and expenses to persons in or upon the Premises and for related expenses of Lessor for court costs and attorney's fees (whether or not litigation commenced) from any cause based on proven damages arising from the negligent acts or omissions of Lessee, Lessee's employees, officers, agents, and representatives or any material breach or default of the Lessee in the performance of its obligation hereunder.

9. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

10. Use of Premises. Lessee shall use the Premises for the following purposes: Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public

authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

11. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 11.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space in which event, Lessor will pay moving expenses not to exceed \$3,000 and will pay Lessee an amount of any unexpended balance of rent credit equal to the current monthly rent of the Premises leased under this agreement for the period of time Lessee occupies other comparable space. For example, if such event took place within the second year of the occupancy when rent is \$4,463.34 per month and if Lessee occupies comparable office space for two months during renovation, then Lessor shall pay Lessee \$8,926.68. Any difference in rent between the comparable office space and the Premises leased under this agreement shall be the responsibility of Lessee. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

12. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and

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without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

13. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

14. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

15. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The Department of Administration agrees to first secure the prior written approval of Lessor. Said approval shall not be unreasonably withheld. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

16. Right to Terminate Lease at Direction of City Council. The parties recognize and agree that Lessor is subject to certain provisions of the Idaho Code, and specifically, pursuant to Idaho Code Section 50-

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1401, should Lessor, through its City Council, find it necessary to use the Premises for city purposes, it is agreed that Lessor may terminate this Lease at any time after one year from the date of commencement of the Lease provided that Lessee is notified in writing one hundred eighty (180) days prior to the date such termination is to be effective. Upon such termination date, Lessor shall refund to Lessee any unexpended balance of rent credit described above.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at **710 E. Mullan, Coeur d'Alene, ID, 83816-0489** and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., **P. O. Box 700, Meridian, ID 83680-0700**. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. Lessee shall provide to Lessor a letter in essence in the form attached as Exhibit "A" advising Lessor of its self-insurance status. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24. Modification. This Lease Agreement may be modified in any particular only by the prior written

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consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party. The lease terms offered to a party not affiliated with the Lessor shall not be on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms. Lessor may, however, lease the Premises to a City department or to an agency established by the City on more favorable terms than offered to Lessee.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. It is expressly agreed by the parties that odors emitting from the adjacent Wastewater Treatment Plant shall not constitute a health hazard requiring abatement measures. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard will be at the sole expense of the Lessor. Moving costs and consequential damages will be at the expense of Lessor in an amount not to exceed \$3,000.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

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29. Executive Order 98-02. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building Fund Advisory Council.

30. Executive Order 96-18. Executive Order 96-18 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 53 of the Uniform Building Code; (ii) use of alternative energy sources such as solar, geothermal, and co-generation; (iii) compliance with the intent of the Environmental Protection Agency's Green Lights State Partner program; (iv) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (v) "state-of-the-art" systems and equipment to conserve energy economically.

31. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

32. Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

33. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

34. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

35. Non-Smoking Designation. Lessor has designated the interior of the Harbor Center Building a non-smoking area. To this end, Lessee will prohibit its employees, guests and invitees from smoking in the premises or in the Harbor Center Building and shall further post a sign indicating the same in a conspicuous place in the Premises.

36. Signs. Lessor will provide a location for a uniform directory sign within the building. No signs may be erected or used on the Premises without the prior express written consent of Lessor. Any signs so erected or used will be done at Lessee's cost and expense.

37. Access by Lessor. The Lessor or its agent shall have access to the leased Premises at all reasonable hours in order to inspect the same, to clean or to make necessary repairs within the leased Premises or the Center, or to show the Premises to prospective tenants or purchasers of the Premises or the Center. Lessee shall provide the names, addresses and telephone numbers of the people

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known to have keys to the Premises to Lessor and update it as necessary. In the event of emergency, Lessor may enter the Premises at any time.

38. Quiet Enjoyment. Lessor covenants that upon payment of the rent herein provided and the performance by the Lessee of all covenants herein, Lessee shall have quiet enjoyment of the premises, except as otherwise provided for herein. Lessee covenants that Lessee shall not interfere with the quiet enjoyment of the Harbor Center by other tenants of Lessor, including tenants and others who may be employees of the City. The parties recognize that expansion of the Wastewater Treatment Plant may occur near the Premises during the term of this lease or any extended term. Lessee agrees that should such expansion occur, any aspect of said expansion, including, but not limited to, foul odors, construction, noise or detours, shall not constitute a breach of quiet enjoyment by the Lessor. Furthermore, Lessee agrees that from the time this Lease commences, foul odors may emit from the Wastewater Treatment Plant and be noticed on the Premises but that said odors shall not constitute a breach of quiet enjoyment by Lessor.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR:  
CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

By: [Signature]

ATTEST:  
Susan K. Weather  
City Clerk

STATE OF IDAHO )  
 ) ss.  
COUNTY OF KOOTENAI )

On this 24th day of March, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven A. Judy, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of City of Coeur d'Alene as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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



Melissa Gottwald  
Commission expires on 7/22/05  
Residing at Coeur d'Alene, ID

LESSEE:

*[Handwritten signature]*

STATE OF IDAHO )  
 )ss.  
COUNTY OF ADA )

On this 30th day of March, <sup>2000</sup>~~19~~, before me, the undersigned, a Notary Public in and for said State, personally appeared E. D. Strickfaden, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho Department of Law Enforcement as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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



*E. Laraine McCoy*  
Commission expires on 2/10/05  
Residing at Boise, Idaho

APPROVED BY:

*Linda S. Wildhagen*

Linda S. Wildhagen  
Leasing Manager  
Division of Public Works  
Department of Administration

3/31/2000

Date

LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between **City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, ID 83816-3964** (the "Lessor"), and the STATE OF IDAHO, by and through **Department of Law Enforcement, Idaho State Police Forensics** (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

**WITNESSETH**

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee **1,000 square feet** of the Premises situated in the City of **Coeur d'Alene**, County of **Kootenai**, State of Idaho, known and described as follows: **1000 West Hubbard Street, Suite 220, Coeur d'Alene, Idaho.**

2. Term. The term of this Lease Agreement is **15** months. As time is of the essence, the term of this Lease Agreement shall begin on **April 1, 2000** and shall end at midnight on **June 30, 2001**. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately **\$1,115.84** each. The lease payment shall be computed at a rate of **\$13.39** per square foot, per year. The total square footage of the Premises is **1,000**, subject to measurement using BOMA standard. The total yearly lease payment is **\$13,390**. Upon election by the Lessee to pay in advance \_\_\_\_\_ quarterly, \_\_\_\_\_ semi-annually, or **X** annually, the Lessor shall allow Lessee a discount of **3%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

Rents for the periods:

April 1, 2000 – June 30, 2000	\$13.39/sq. ft. = \$3,347.52
July 1, 2000 – June 30, 2001	\$13.39/sq. ft. = \$13,390.00

Because of unknown funding, Lessee has the option to renew annually.

4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement

EXHIBIT "A"

acknowledging inspection and acceptance of the Premises. Anything contained in this Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections.

At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 12 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

It is understood and agreed to by Lessor that Lessee may, when funding is available, remodel to include carpet removal, removal of interior walls, and installation of tile flooring at Lessee's expense. The Lessee will dispose of all waste.

6. Services. The Lessor covenants that it will provide, perform, and pay for the following services and maintenance:

A. Utilities:

Domestic water and sewer.

Electricity.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).

Heating system and related equipment.

Cooling and air handling system and related equipment.

Electrical system and related equipment.

Sewer and plumbing systems and related equipment.

Exterior lighting, including landscaped areas, parking area and walkway.

Cleaning ground and parking area of debris  weekly \_\_\_ monthly \_\_\_ other:

\_\_\_\_\_.  
Common area janitorial service  daily (excluding weekends and holidays) \_\_\_ other:

\_\_\_\_\_.  
Trash removal from property  weekly \_\_\_ other: \_\_\_\_\_.

Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.

Light bulb and fluorescent tube replacement.

Ice and snow removal prior to start of each business day.

Directory sign with Lessee name.

Door sign with Lessee name.

Lawn and shrubbery care weekly during season.

C. Parking:

A total of **NA** lighted and paved automotive parking spaces (including **NA** of which will be secured) will be designated and maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

## D. Special Provisions:

1. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.
2. Lessee will construct a security wall and Lessor agrees to credit the Lessee \$500 on the rent.
3. No other special provisions exist.

7. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

8. Personal Injury Damages. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims against Lessor for damages to goods, wares, and merchandise, in or upon the Premises, and for injuries, damages loss, costs, and expenses to persons in or upon the Premises and for related expenses of Lessor for court costs and attorney's fees (whether or not litigation commenced) from any cause based on proven damages arising from the negligent acts or omissions of Lessee, Lessee's employees, officers, agents, and representatives or any material breach or default of the Lessee in the performance of its obligation hereunder.

9. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

10. Use of Premises. Lessee shall use the Premises for the following purposes: Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

11. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water,

wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 11.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space in which event, Lessor will pay moving expenses not to exceed \$3,000 and will pay Lessee an amount of any unexpended balance of rent credit equal to the current monthly rent of the Premises leased under this agreement for the period of time Lessee occupies other comparable space. For example, if such event took place within the second year of the occupancy when rent is \$4,463.34 per month and if Lessee occupies comparable office space for two months during renovation, then Lessor shall pay Lessee \$8,926.68. Any difference in rent between the comparable office space and the Premises leased under this agreement shall be the responsibility of Lessee. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

12. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable

wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

13. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

14. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

15. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The Department of Administration agrees to first secure the prior written approval of Lessor. Said approval shall not be unreasonably withheld. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

16. Right to Terminate Lease at Direction of City Council. The parties recognize and agree that Lessor is subject to certain provisions of the Idaho Code, and specifically, pursuant to Idaho Code Section 50-1401, should Lessor, through its City Council, find it necessary to use the Premises for city purposes, it is agreed that Lessor may terminate this Lease at any time after one year from the date of commencement of the Lease provided that Lessee is notified in writing one hundred eighty (180) days prior to the date such termination is to be effective. Upon such termination date, Lessor shall refund to Lessee any unexpended balance of rent credit described above.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the

Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at **710 E Mullan, Coeur d'Alene, ID 83816-3964**, and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., **P. O. Box 700, Meridian, ID 83680-0700**. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. Lessee shall provide to Lessor a letter in essence in the form attached as Exhibit "A" advising Lessor of its self-insurance status. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24. Modification. This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred

twenty (20) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party. The lease terms offered to a party not affiliated with the Lessor shall not be on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms. Lessor may, however, lease the Premises to a City department or to an agency established by the City on more favorable terms than offered to Lessee.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. It is expressly agreed by the parties that odors emitting from the adjacent Wastewater Treatment Plant shall not constitute a health hazard requiring abatement measures. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard will be at the sole expense of the Lessor. Moving costs and consequential damages will be at the expense of Lessor in an amount not to exceed \$3,000.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

29. Executive Order 98-02. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building

Fund Advisory Council.

30. Executive Order 96-18. Executive Order 96-18 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 53 of the Uniform Building Code; (ii) use of alternative energy sources such as solar, geothermal, and co-generation; (iii) compliance with the intent of the Environmental Protection Agency's Green Lights State Partner program; (iv) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (v) "state-of-the-art" systems and equipment to conserve energy economically.

31. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

32. Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

33. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

34. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

35. Non-Smoking Designation. Lessor has designated the interior of the Harbor Center Building a non-smoking area. To this end, Lessee will prohibit its employees, guests and invitees from smoking in the premises or in the Harbor Center Building and shall further post a sign indicating the same in a conspicuous place in the Premises.

36. Signs. Lessor will provide a location for a uniform directory sign within the building. No signs may be erected or used on the Premises without the prior express written consent of Lessor. Any signs so erected or used will be done at Lessee's cost and expense.

37. Access by Lessor. The Lessor or its agent shall have access to the leased Premises at all reasonable hours in order to inspect the same, to clean or to make necessary repairs within the leased Premises or the Center, or to show the Premises to prospective tenants or purchasers of the Premises or the Center. Lessee shall provide the names, addresses and telephone numbers of the people known to have keys to the Premises to Lessor and update it as necessary. In the event of emergency, Lessor may enter the Premises at any time.

38. Quiet Enjoyment. Lessor covenants that upon payment of the rent herein provided and the performance by the Lessee of all covenants herein, Lessee shall have quiet enjoyment of the premises, except as otherwise provided for herein. Lessee covenants that Lessee shall not interfere with the quiet enjoyment of the Harbor Center by other tenants of Lessor, including tenants and others who may be employees of the City. The parties recognize that expansion of the Wastewater Treatment Plant may occur near the Premises during the term of this lease or any extended term.

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Lessee agrees that should such expansion occur, any aspect of said expansion, including, but not limited to, foul odors, construction, noise or detours shall not constitute a breach of quiet enjoyment by the Lessor. Furthermore, Lessee agrees that from the time this Lease commences, foul odors may emit from the Wastewater Treatment Plant and be noticed on the Premises but that said odors shall not constitute a breach of quiet enjoyment by Lessor.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR:  
CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO

By: [Signature]

ATTEST:  
Susan K. Weathers  
City Clerk

STATE OF IDAHO )  
 )ss.  
COUNTY OF KOOTENAI )

On this 24th day of March, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven A. Judy, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of City of Coeur d'Alene as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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



Melissa Gottwald  
Commission expires on 7/22/05  
Residing at Coeur d'Alene ID

1739109

LESSEE:

[Handwritten Signature]

STATE OF IDAHO )  
 )ss.  
COUNTY OF ADA )

On this 30th day of March, <sup>2000</sup>~~19~~, before me, the undersigned, a Notary Public in and for said State, personally appeared E. D. Strickfaden, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho Department of Law Enforcement as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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



E. Laraine McCoy  
Commission expires on 2/10/05  
Residing at Boise, Idaho

APPROVED BY:

[Handwritten Signature]  
Linda S. Wildhagen  
Leasing Manager  
Division of Public Works  
Department of Administration

3/31/2000  
Date

**STATE BOARD OF EXAMINERS  
Request for Recognition of Assignment**

“Assignor” as used herein is: City of Coeur d’Alene  
 Address: 710 East Mullan  
Coeur d’Alene, Idaho 83816

“Assignee” as used herein is: Regents of the University of Idaho  
Vice President for Finance and Administration  
PO Box 443162  
 Address: Moscow, Idaho 83844-3162

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“Board” as used herein is the State Board of Examiners, State of Idaho.

“Controller” as used herein is the Idaho State Controller and Secretary to the Board.

WHEREAS, the State of Idaho is or may be obligated to make payments to Assignor pursuant to its contractual or other obligations, more particularly described as follows:

**Real property leases regarding the STATE OF IDAHO, by and through the Idaho State Police as “Lessee” and Lessee’s occupancy of 1000 West Hubbard Street, Suites 220 and 240, Coeur d’Alene, Idaho**

WHEREAS, the Assignor has agreed with Assignee to assign all rights of payment for the above obligations to Assignee as reflected by the attached Agreement; and

NOW THEREFORE, pursuant to I.C. Sec. 67-1027, Assignee requests the Board to specially approve assignment of the above obligations on the conditions below:

- (1) Assignee agrees that its rights shall be subordinate to any claims the State of Idaho or any of its agencies or instrumentalities have or may have against Assignor now or in the future. These claims include, but are not limited to, contracts, tort claims, taxes, fines or penalties of any sort.
- (2) If the State receives more than one claim against the amounts owed to Assignor, Assignee shall pay the State the total cost of evaluating such claims. These costs include, but are not limited to reasonable attorney’s fees for the evaluation of the conflicting claims and any expenses necessary for such evaluation, including but not limited to, photocopying, transcript costs or any travel costs as necessary. It is intended that the State of Idaho be made whole in the event that there is any dispute over the sums involved.
- (3) As to any payments made by the State to Assignee on the above referenced obligations, Assignee agrees to defend, indemnify and hold harmless the State of



## **THIRD AMENDMENT TO MASTER LEASE**

This Master Lease Amendment (Third Amendment) is made by and between the City of Coeur d'Alene, a municipal corporation ("Landlord") and the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (Tenant). This Amendment shall revise the Master Lease (attached as Exhibit 1) of May 13, 2002, and shall become effective upon July 1, 2013.

WHEREAS, Landlord and Tenant entered into a Master Lease on May 13, 2002 for a term of five (5) consecutive years.

WHEREAS, Landlord and Tenant entered into an Amendment to Master Lease effective upon June 1, 2007, extending the term of the original Master Lease through June 30, 2010.

WHEREAS, Landlord and Tenant entered into a Second Amendment to Master Lease effective upon July 1, 2009, extending the term of the original Master Lease through June 30, 2013.

WHEREAS, Section 5.2 of said Master Lease states that "Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease."

WHEREAS, Landlord and Tenant have continued to negotiate in good faith in this regard, but due to circumstances related to the mutual interests of both parties, purchase and conveyance of the property has not yet occurred and both parties wish to extend the terms of the Master Lease in accordance with this Third Amendment.

Now, THEREFORE, in consideration of the mutual promises contained herein, Landlord and Tenant agree as follows:

A. Section 1.3 "Leased Premises" is hereby amended to replace Schedule I (the Premises legal description) and Exhibit A (the graphic depiction of the Premises) with a new exhibit attached to this Third Amendment as "Exhibit A Third Amendment" (showing the amended graphic depiction for Leased Premises).

B. Section 2 "Term" of the Master Lease is hereby amended to extend the term through June 30, 2028. Tenant may at any time, but not sooner than at least thirty days after written notice to Landlord, terminate this Master Lease early and vacate the Leased Premises. In the event of early termination by Tenant, no subtenants (as permitted by Section 9 of this Master Lease) shall be permitted by Tenant to remain on the Leased Premises after such early termination date, unless Landlord agrees to written assignment of any existing sublease to Landlord.

C. Section 3 "Rent" of the Master Lease is hereby deleted and replaced with the following new Section 3 and Exhibit B Third Amendment:

**“3. Rent.** Tenant shall make a single payment of \$3600 to Landlord on or before August 1, 2013. As additional consideration for Tenant’s use of Leased Premises, Landlord has established “Expectations for deliverables for long term lease of the Harbor Center by the University of Idaho” (attached as “Exhibit B Third Amendment” to this Master Lease).”

D. Section 5 “Further Agreements” and Exhibits B, C, and D are hereby deleted and replaced with the following new Section 5:

**“5. Landlord’s Representation of Encumbrances.** Landlord represents to Tenant that, to Landlord’s knowledge, title to the Leased Premises is free and clear of all encumbrances, easements, assessments, restrictions, tenancies (excluding tenancies executed by Tenant and approved by Landlord), and other exceptions to title, except the 1995 Sewer Revenue Refunding Bonds, with such latter exception being acknowledged by Tenant as a condition of the Leased Premises.”

E. Section 6.1 of the Master Lease is hereby deleted and replaced with the following new Section 6.1:

**“6.1** Subject to the covenants and representations herein, Tenant accepts the Leased Premises in “as is” condition. Tenant shall reasonably clean and maintain (including snow removal) the Leased Premises in a safe and attractive condition. Tenant shall not commit waste on the Leased Premises and shall perform routine maintenance and repair of Leased Premises to the extent necessary to continue operations as permitted herein. However, if in the sole determination of Tenant any anticipated future repair or maintenance costs to the Leased Premises or its road access (including any portion of that access located outside the Leased Premises) are deemed excessive for its continued use of the Leased Premises, Tenant shall notify Landlord of the needed repair, maintenance or replacement work required to permit continued occupation and use, and Tenant shall provide Landlord an estimate of cost to repair, maintain or replace. Upon such written notification from Tenant, Landlord shall within thirty days notify Tenant of Landlord’s willingness to perform such requested work (and provide Tenant a reasonable timeline for its completion), or alternatively Landlord may notify Tenant that Landlord will not perform such requested work, and the Lease shall be terminated in ten days unless Tenant preemptively responds in writing to Landlord declaring Tenant’s intent to complete such necessary work at Tenant’s expense.

F. Section 10.1 of the Master lease is hereby amended by adding the following sentences at the end of the existing Section 10.1:

“In the event Landlord asserts Tenant has defaulted on those “expectations and deliverables” as prescribed in Exhibit B Third Amendment, Tenant shall have one year instead of ninety days to demonstrate performance regarding the specific benchmark(s) cited by Landlord in writing as not being performed by Tenant. If such performance or good faith and best effort to perform has not been demonstrated to the satisfaction of

Landlord after one year, the subsequent provisions of this Section shall be applied to resolve the matter.”

G. Section 13 “Recording of Master Lease” is hereby deleted and replaced with the following new Section 13:

**“13. Recording of Master Lease and its Third Amendment.** This Lease and Third Amendment may be recorded by either party without further permission or acknowledgement from the other party. In the event either party chooses to record, it shall pay any applicable costs or fees for recording at its sole expense and it shall provide the other party a certified copy of the recorded document”.

H. If there is any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Master Lease, the terms and provisions of this Third Amendment shall govern. Except as specifically set forth herein, all other provisions of the Master Lease shall remain in full force and effect and be binding upon the Parties in accordance with the terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date(s) set forth below.

**City of Coeur d’Alene**

**Board of Regents of the  
University of Idaho**

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

\_\_\_\_\_  
Ronald E Smith, Vice-President  
Finance & Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attest:** \_\_\_\_\_  
Renata McLeod, City Clerk

Exhibit A Third Amendment



EXHIBIT 'A' - THIRD AMENDMENT

University of Idaho

----- LEASED PREMISES



**Exhibit B  
Third Amendment**

**Expectations and deliverables for long term lease of Harbor Center by the University of Idaho**

The University of Idaho (“UI”) and the City of Coeur d’Alene (“CDA”); hereafter referred to as the “Parties”) have a long-standing, strong and mutual interest in and commitment to ensuring that residents of CDA and northern Idaho have access to higher education and recognize that collaboration is key to enhancing such access. Similarly, the Parties wish to foster economic development and to enrich the community experience with a mutually beneficial partnership.

The parties, in the spirit of collaboration and cooperation that has characterized the Parties’ relationship over the years, set forth the following Benchmarks as goals and objectives to be achieved by UI for the current lease term:

**Education Benchmarks**

1. Continue to make available one enrollment in Executive Masters of Business Administration (EMBA) program for a city employee up to every other year (\$19,000/yr)
2. Continue to offer GIS certificate program training to a city employee, up to one each year (~\$2200/yr)
3. Offer non-profit management certificate training for up to two city employees each year (up to \$500/yr)
4. Demonstrate good faith effort to make available and market additional programs in CDA with on-line and both asynchronous and synchronous video delivery modes, including:
  - a. Masters of Natural Resources
  - b. MS and BS in Environmental Science
  - c. MS/MA in Organizational Dynamics
  - d. BS in Industrial Technology/Engineering
  - e. BA and/or MA in Tourism and Recreation Management
  - f. MS in Fire Ecology
  - g. Professional Science Masters
  - h. Bachelors in Sustainability Studies
  - i. Certificate and degree programs for Waste Water Treatment Operators
  - j. Other programs in response to community needs and as possible for UI
5. Continue good faith effort to increase enrollment each year and to increase number of graduates and certificate holders each year in alignment with Idaho goals to achieve 60% of adults between the ages of 24 and 35 with a post high school degree or certificate by 2020

### **Community Service Benchmarks**

1. Devote resources to continued development of Community Water Resource Center in the Harbor Center building providing an effective outlet for city and governmental agency community outreach
2. Create active portal to engage UI expertise, resources, and facilities for CDA programs and initiatives as needed and appropriate
3. Actively participate in the realization of the master plan for the Higher Education Campus via partnering with North Idaho College and other higher education institutions
4. Encourage hosting of UI cultural and athletic programs in CDA
5. Provide annual report of relevant activity to CDA

### **Research Benchmarks**

1. Actively engage with CDA to support of grant proposals of interest for the City
2. Continue good faith efforts to obtain research grants and to build additional research capacity in CDA
3. Continue to work with main campus and other institutions and agencies to focus and house active research projects in CDA
4. Make available research laboratory space and capabilities as possible for school and community needs

### **Facilities Benchmarks**

1. Encourage State and private investment in Collaborative Education Facility at the Higher Education Campus
2. Actively participate with local and regional groups to expand University/higher education facilities in CDA

**GENERAL SERVICE  
STAFF REPORT**

**DATE:** May 13, 2013  
**FROM:** Jon Ingalls, Deputy Administrator

**SUBJECT: ALLEY GARBAGE SERVICE – ONE BLOCK SECTION**

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**DECISION POINT:**

Would the City Council concur with Waste Management’s request to eliminate alley garbage collection for a one block section of alley between Melrose and Medina Streets north of Emma Avenue due to safety concerns?

**HISTORY:**

Typically garbage is collected from the alleys in areas of the city where alleys are present. Waste Management has requested that consideration be given to the elimination of alley garbage pick-up for a one block section of alley north of Emma Avenue in an area that is in transition and changing as the medical campus expands. Elimination of alley service in this alley would be due to safety concerns as outlined in the attached memorandum from Waste Management . Attached is an email from Steve Roberge, District Manager of Waste Management requesting the City Council’s consideration of this matter.

**FINANCIAL ANALYSIS:**

There would be no financial impact as a result of this decision.

**PERFORMANCE ANALYSIS:**

Requiring street pick up of garbage from this one block section of alley would affect (5) homes. All of these customers have driveways leading to the street. Waste Management would post notices at their doors two weeks prior to this change.

**DECISION POINT/RECOMMENDATION:**

That the City Council support Waste Management’s request.

Attachment: (1) Memorandum of 4/22/13 from Waste Management  
(2) Photos



**WASTE MANAGEMENT OF IDAHO**

4886 N. Manufacturing Way  
Coeur d'Alene, ID 83815  
(208) 765-4968  
(208) 765-1783 Fax

To: General Services Committee      4/22/13

**Request to discontinue alley service for the dead end alley located between Melrose and Medina Streets—north of Emma Ave. in Coeur d'Alene, ID.**

I am requesting that WM of Idaho be allowed to discontinue alley service for the dead end alley listed above to eliminate an unsafe backing situation for WM of Idaho and the general public.

Emma Ave. is located between NW Blvd and Lincoln Way and is utilized as a connection between these two roadways by a large amount of vehicles traveling at high rates of speed. WM trucks must block the entire roadway while backing into this alleyway.

In addition, the alley edges have become unstable and soft due to recent construction activity causing the truck tires to sink into the dirt surface (see attached photo).

This request would affect (5) homes and all customers have driveways that lead to the streets in front of their homes.

All residents would be notified by notices being placed at their doors for (2) weeks prior to changing the service location.

As per the Cd'A Solid Waste contract Section 3.2, I am requesting approval to proceed with this request.

If you have questions or concerns, my cell # is 755-3493 and e-mail address is [sroberge@wm.com](mailto:sroberge@wm.com).

  
Steve Roberge  
District Manager  
WM of Idaho

*From everyday collection to environmental protection, Think Green® Think Waste Management.*



**Request to discontinue alley service for the dead end alley located between Melrose and Medina Streets—north of Emma Ave. in Coeur d'Alene, ID.**

## STAFF REPORT

**DATE:** May 8, 2013  
**TO:** General Services Committee  
**FROM:** Steve Anthony, Arts Commission Liaison  
**SUBJECT:** Art Selections for Roundabouts 4<sup>th</sup> and Kathleen

**Decision Point:**

The Coeur d'Alene Arts commission requests the General Service Committee recommend that the City Council accept the proposal of Jennifer Chorio & Dave Frei for the sculpture Umbrellas Gracilis in the amount \$28,000.00.

**History:**

The Arts Commission has identified through the Master Plan 4<sup>th</sup> and Kathleen for the placement of public art. A selection committee reviewed over 30 initial proposals and narrowed them down to 5 artists who prepared maquettes for the committee. The maquettes were put on display at the Coeur d'Alene Library and comments were solicited. After further discussion, the committee selected the art piece by the artists named in the previous paragraph.

**Financial Analysis:** The Arts Commission has budgeted for the placement of art in city-wide roundabouts. This particular Roundabout had a budget of \$30,000 the proposed contract amount is \$28,000. The projected is being funded out to the City's 1% Public Art fund. The funds are dedicated funds and can only be used for Public Art.

**Performance Analysis:**

Once the contract is awarded to Ms. Chorio, construction will begin in June with a target installation date of September 17, 2013. The roundabouts have been identified in the Arts Master plan as possible locations for art. With the approval of this project the city will have now placed art pieces in 5 of the 6 roundabouts in the city.

**Decision Point:**

That the General Services committee recommends that the City Council authorize that contract be awarded to Jennifer Corio.

RESOLUTION NO. 13-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A PERSONAL SERVICES AGREEMENT WITH JENNIFER CORIO FOR CREATION AND INSTALLATION OF PUBLIC ART AT 4<sup>TH</sup> STREET AND KATHLEEN AVENUE ROUNDABOUT.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into Personal Services Agreement with Jennifer Corio, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 21<sup>st</sup> day of May, 2013.

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

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

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

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

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

**PERSONAL SERVICES AGREEMENT**

Between

**JENNIFER CORIO**

And

**THE CITY OF COEUR D'ALENE**

for

**CREATION AND INSTALLATION OF PUBLIC ART  
4<sup>TH</sup> STREET & KATHLEEN AVENUE ROUNDABOUT**

THIS CONTRACT, made and entered into this 21<sup>st</sup> day of May, 2013, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and **JENNIFER CORIO**, d/b/a **COBALT DESIGNWORKS, LLC**, 1930 D Street, Vancouver, WA 98663, hereinafter referred to as the "Artist,"

WITNESSETH:

Section 1. Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the exterior public art at *4<sup>th</sup> Street and Kathleen Ave. Roundabout*, as hereinafter set forth in Artist's Proposal attached hereto and incorporated herein as Exhibit "A."

Section 2. Personnel.

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

Section 3. Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within 6 months of this contract being executed. A specific date of installation shall be coordinated by the Artist with the City's Recreation Director.

Section 4. Compensation.

- A. Subject to the provisions of this agreement, the City shall pay the Artist a total of Twenty Eight Thousand Dollars and No/100's (\$28,000.00) for services, payable, upon receipt of Artist invoice, as follows:
  - 1. \$12,000 at the start of the project
  - 2. \$12,000 at mid-construction
  - 3. \$ 4,000 thirty (30) days after installation of the art object

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

Section 5. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract, except for installation and landscaping as described in the Artist's Proposal. The Artist may use other individuals working under her supervision to assist him in the construction and the installation of the public art object.

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

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

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

Section 9. Warranties.

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

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

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

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

**CITY OF COEUR D'ALENE**

**ARTIST**

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

\_\_\_\_\_  
Jennifer Corio,  
d/b/a Cobalt Designworks, LLC

**ATTEST:**

\_\_\_\_\_  
Renata McLeod, City Clerk

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of May, 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 \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of May, 2013, before me, a Notary Public, personally appeared **Jennifer Corio**, known to me to be the \_\_\_\_\_ of **Cobalt Designworks, LLC**. and the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

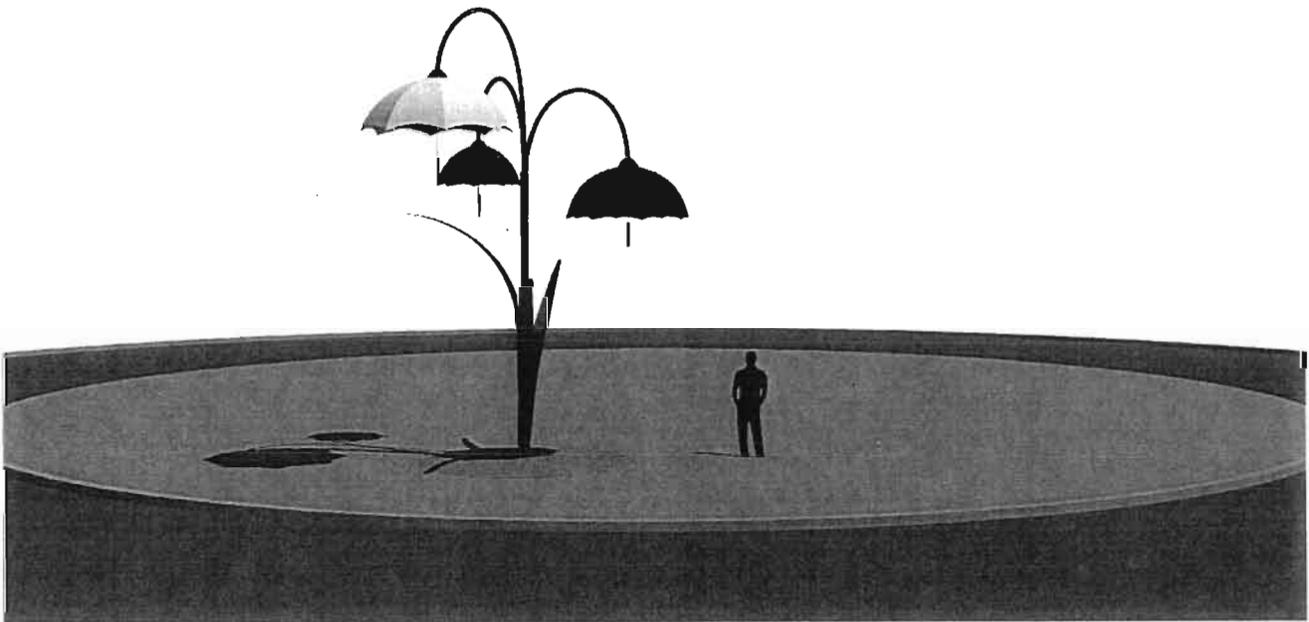
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

# *Umbrellas Gracilis*

Sculpture Proposal by Jennifer Corio & Dave Frei

February 25, 2013

*We are grateful for the opportunity to present our art proposal for the sculpture **Umbrella Gracilis** to the Selection Committee for the 4<sup>th</sup> Street Roundabout project. It would be an honor to create a work of art for the town where Dave spent his childhood summers and where our family now vacations regularly. Thank you for your consideration.*



**4<sup>th</sup> Street Roundabout Public Art**  
*Jennifer Corio & Dave Frei*  
1930 D Street; Vancouver, WA 98663  
360.281.5619  
jennifer@CorioFrei.com

## *Umbrellas Gracilis*

**CONCEPT:** *Umbrellas Gracilis* is a giant stylized rendition of a flowering umbrella plant. It takes its name, tongue in cheek, from Latin plant nomenclature where *gracilis* means slender & graceful. Each umbrella becomes a flower with its shaft & handle acting as the stamen. Whimsical and vividly colored, this giant specimen flower will delight passersby.

We love using the umbrella as art form. Besides being an iconic design form that most everyone can relate to, the use of umbrellas artfully in an outdoor setting has a way of lifting spirits – especially during grey rainy days when we need it most.

We've chosen a palette of purples, each with shimmering metallic finish that will sparkle dynamically as one travels around the sculpture. The flowers gracefully suspend from deep green stems, creating a vibrant focal point to the new roundabout.



## **Project Details**

### **Materials:**

- 11 gauge Aluminum for the umbrellas
- A36 Steel pipe for the stems
- ¼" thick mild steel leaves
- Stainless steel stamens
- Powder coat finish

### **Approximate Size/Weight:** (h x l x d)

- Overall Dimensions: 23 x 16 x 16 feet
- Approximate weight: 1000 lbs total

### **Construction plan:**

- The stems will be formed and fabricated from 5" and 3" schedule 40 pipe.
- The leaves will be shaped and fabricated from ¼" mild steel plate and mechanically attached to the stem.
- The umbrella flowers will be fabricated from 11 gauge aluminum.
- The stamens will be fabricated from stainless steel tubing.
- All fabrication will be done in our studio in Vancouver, WA.

Note: Due to the nature of sculpture fabrication we reserve the right to deviate from this plan as we see necessary to meet the aesthetic goal while insuring structural integrity.

**Finish:** Powder coat, 3 layers: Base coat, color coat, clear coat.

**Site Prep:** We plan to hire a local concrete contractor to excavate & create a concrete footing. Final size/depth of footings will be determined by engineer. We plan to up-light the sculpture by placing ground level lights, one directly under each umbrella.

**Installation:** We plan to hire a local crane company to lift each piece into place. We will be on-site to lead the installation.

**Note:** Although we won't plan for this, any resources the City of Coeur d'Alene might be able to offer up to help with site prep, installation and lighting will be much appreciated. We've worked with some cities who have helped with labor and/or equipment, others who have not.

**Maintenance:** Powder coating is an extremely durable, low maintenance finish with strong stain resistance. We will provide full maintenance instructions at completion of project. In a nutshell you need only periodically clean with mild detergent and soft cloth. No corrosive or abrasive cleaners.

### **Graffiti / Tagging:**

The clear powder coat layer we add to the finish improves the chance of removing graffiti without damaging the color finish. If done within a week of the tagging, Methyl Ethyl Ketone (MEK) applied to a soft rag can be used to lightly rub off the tagging and should leave the finish underneath intact.



DATE: May 13, 2013  
TO: General Services Committee  
FROM: Planning Director  
SUBJECT: Design Review Application Fees For C-17 & C-17L Zoning Districts

**Decision Point:** To determine if the City Council should consider applying an application fee for projects in the C-17 & C-17L Zoning Districts that require review by the Design Review Commission.

**Background:** In April 2010 the City Council approved a set of design guidelines that applied to C-17 and C-17L Zoning Districts. As a part of that approval, it was established that any project larger than 50,000 square feet or located on a site 5 acres or larger or with more than 2 design departures would be required to go through the Design Review Commission approval process.

Following that action the Council determined that they would not establish a fee for this process for this expanded class of design review projects at that time but would revisit the issue in 3 years. The following is an excerpt from the minutes of that meeting:

*April 20, 2010 CC public hearing on applying the design review fee  
Motion by Kennedy, seconded by McEvers to **deny** Resolution 10-014.*

*DISCUSSION: Councilman McEvers requested that the Council approve waiving the fee for three years for the C-17 and C-17L zoning districts. Councilman Edinger asked if Councilman McEvers request is doable. City Planning Director noted that the Council could do whatever they wish; however, this would create a difference between the applicants that would be utilizing the same services of the Design Review Commission. Councilman Edinger asked if the City could be sued for discriminating if they chose to waive the fees. Mayor Bloem commented that the Design Guidelines are not the same for the C-17 and C-17L as for the Downtown or Infill districts. City Attorney Mike Gridley responded to Councilman Edinger's concern about being sued in that it depends but he would not worry about being sued as you can charge different fees for different circumstances.*

**Performance Analysis:**

Since adoption, one project has triggered the threshold requiring the Design Review Commission process.

The application cost for design review in the Downtown Core and surrounding infill zoning districts is \$100 with no fee for minor alteration review. Appeals are \$200. The actual planning department cost of the process in 2008 was approximately \$515.

A public hearing would be necessary if the council elects to apply a fee to these applications,

**Decision Point Recommendation:** Consider applying an application fee for projects in the C-17 & C-17L Zoning Districts that require review by the Design Review Commission.

**To :** General Services and City Council  
**From:** Kathy Lewis, Deputy City Clerk and Renata McLeod, City Clerk  
**Date:** May 06, 2013  
**Re:** Alcohol Sales - Clarification of Hours of Sale

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**Decision Point:** Should the City Council adopt an ordinance to allow the sales of liquor on Memorial Day, and Thanksgiving Day, prohibiting the sales of liquor on Christmas Day and also reflect the 2008 change in the state statutes allowing sales on election days, including sales on Sundays and normal days until 2 o'clock am?

**History:** The State Statute Title 23 Chapter 9 Section 23-927 (1) a. begins by prohibiting the sale of liquor on Sundays, Memorial Day, Thanksgiving Day, and Christmas from 1 o'clock am to 10 o'clock am the following day. Section (2) states that a County or City may however, by ordinance, allow the sale of liquor by the drink on a Sunday, Memorial Day, and Thanksgiving Day and may also extend until 2 o'clock am the of sale of liquor by the drink. The prohibition of liquor by the drink sales on Memorial Day and Thanksgiving affects sales at fine dining establishments, and other holiday dining establishments, who are requested to serve beverages with special occasion dinners as well as other alcohol licensed firms. To be in compliance with the State, the City is required to enact an ordinance allowing the sales of liquor by the drink on Memorial Day, and Thanksgiving Day. The City does not have the authority by State Statute to allow sales of liquor buy the drink on Christmas Day from midnight on Christmas Eve until 10 o'clock am the following day. This needs clarification in the Municipal Code authorizing firms to provide service on Sundays and normally serve until 2:00 am.

In 2008, the State Statute 23-927 Section 1-c. was repealed which prohibited the sale of liquor on general or primary election days until the time when the polls are closed. The sale of liquor on City election days was not formerly prohibited. The City ordinances do not currently reflect this change which allows the sale of liquor on any election day. (Without this change, the City is frequently questioned, as sales of liquor were prohibited on federal election days until the polls closed, but allowed on City election days and establishments could not remember which rule was in effect creating a high volume of calls when citizens also are calling to find their polling place.)

**Quality of Life:** No impact other than citizens and tourists can enjoy an alcoholic beverage with their meal or a beverage at a licensed facility that is open on a holiday. It will be beneficial to licensed establishments where they can find the rules in one consistent place and save staff time on questions.

**Financial:** None to the City. By changing the Code to reflect the removal of the Election Day prohibition, and holiday sales, it will save staff time in answering many phone calls from the retailers regarding these matters, when telephone lines and e-mail are already busy with voter questions.

**Decision Point:** Staff recommends the City Council adopt an ordinance amending Municipal Code, 5.08.140- Hours of Sale, allowing the sales of liquor by the drink on Memorial Day, Thanksgiving Day, Election Day, Sundays, and indicate licensees have the authority to serve until 2 o'clock am, but prohibit the sales of liquor on Christmas Day.

]]]]  
Fifty-ninth Legislature

LEGISLATURE OF THE STATE OF IDAHO

]]]]  
Second Regular Session - 2008

Moved by Snodgrass

Seconded by Rusche

IN THE HOUSE OF REPRESENTATIVES  
HOUSE AMENDMENT TO H.B. NO. 348

AMENDMENT TO THE BILL

1 On page 1 of the printed bill, following line 20, insert:

2 "SECTION 2. That Section 23-927, Idaho Code, be, and the same is hereby  
3 amended to read as follows:  
4

5 23-927. HOURS OF SALE OF LIQUOR. (1) No liquor shall be sold, offered for  
6 sale, or given away upon any licensed premises, and all liquor not in sealed  
7 bottles must be locked in a separate room or cabinet during the following  
8 hours:

9 a. Sunday, Memorial Day, Thanksgiving and Christmas from 1 o'clock A.M.,  
10 to 10 o'clock A.M. the following day; provided however, that on any Sunday  
11 not otherwise being a prescribed holiday, it shall be lawful for a licen-  
12 see having banquet area or meeting room facilities, separate and apart  
13 from the usual dispensing area (bar room) and separate and apart from a  
14 normal public dining room unless such dining room is closed to the public,  
15 to therein dispense liquor between the hours of 2 o'clock P.M. and 11  
16 o'clock P.M. to bona fide participants of banquets, receptions or conven-  
17 tions for consumption only within the confines of such banquet area or  
18 meeting room facility.

19 b. On any other day between 1 o'clock A.M. and 10 o'clock A.M.

20 ~~c. On any day of a general or primary election until after the time when~~  
21 ~~the polls are closed. There is no prohibition against the sale of liquor~~  
22 ~~by the drink during city elections unless the city has enacted an ordi-~~  
23 ~~nance prohibiting such sales.~~

24 ~~d.~~ When any city or county has any ordinance further limiting the hours  
25 of sale of liquor, by the drink, then such hours shall be fixed by such  
26 ordinance.

27 (2) A county or city may, however, by ordinance, allow the sale of liquor  
28 by the drink on a Sunday, Memorial Day and Thanksgiving, and may also extend  
29 until 2 o'clock A.M. the hours of the sale of liquor by the drink.

30 (3) Any patron present on the licensed premises after the sale of liquor  
31 has stopped as provided in subsection (1) and subsection (2) above shall have  
32 a reasonable time, not to exceed thirty (30) minutes, to consume any beverages  
33 already served.

34 (4) Any person who consumes or intentionally permits the consumption of  
35 any alcoholic beverage upon licensed premises after the time provided for in  
36 subsection (3) shall be guilty of a misdemeanor.

37 (5) It shall be the duty of every person who is employed at or upon a  
38 licensed premises or who owns or manages a licensed premises and is present  
39 upon the licensed premises during the hours and at the time set forth in sub-  
40 section (1) and subsection (2) of this section to lock up and keep locked up  
41 in a locked room or locked cabinet all unsealed containers of liquor during  
42 the hours and at the times set forth in subsection (1) and subsection (2) of

**5.08.120: CLEAR VIEW INTO PLACE OF BUSINESS:**

It is unlawful for any person owning or in charge of a place of business in which beer is sold to permit curtains, blinds, signs or other obstructions to be so placed as to prevent a clear view of the interior of such place from the street or sidewalk upon which the place abuts. (prior code §5-9-7)

**5.08.130: SALE OF BEER BY CLUBS OR LODGES:**

No club or lodge shall sell or serve beer save to members of such club or lodge and to such guests as may be under the rules or bylaws of the club or order entitled to its accommodations, except that in no event will beer be served or sold to any person under the age of twenty one (21) years. (Ord. 2081 §2, 1987: Ord. 1437 §2, 1976: prior code §5-9-8)

**5.08.140: HOURS OF SALE:**

- A. No person licensed by the municipality shall sell or serve in the place of business for which he has taken out a license any beer during hours prohibited by state law or county ordinance.
- B. Any patron present on the licensed premises after the sale of beer has stopped as provided in subsection A of this section shall have a reasonable time, not to exceed thirty (30) minutes, to consume any beverage already served. (Ord. 2165 §1, 1989: Ord. 1794 §1, 1983: prior code §5-9-9)

**5.08.150: SALE TO INTOXICATED PERSONS PROHIBITED:**

It is unlawful for any person to sell beer to any intoxicated person. (prior code §5-9-10)

**5.08.160: BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY;  
EXCEPTIONS:**

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 13-1010

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 5.08.140 TO AUTHORIZE SALES OF LIQUOR BY THE DRINK ON MEMORIAL DAY, THANKSGIVING, SUNDAYS AND DAILY UNTIL 2:00 A.M.; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

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

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 5.08.140 is amended to read as follows:*

**5.08.140: DAYS AND HOURS OF SALE:**

- A. No person licensed by the municipality shall sell or serve in the place of business for which he has taken out a license any beer during hours prohibited by state law or county ordinance
- B. Any patron present on the licensed premises after the sale of beer has stopped as provided in subsection A of this section shall have a reasonable time, not to exceed thirty (30) minutes, to consume any beverage already served.
- C. As authorized by I.C. 23-927(2), a person licensed by the municipality may sell or serve liquor on Memorial Day, Thanksgiving, Sundays and daily until 2:00 a.m. Sales of liquor on Christmas day is prohibited by I.C. 23-927

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 4.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any

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

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

APPROVED, ADOPTED and SIGNED this 21<sup>st</sup> day of May, 2013.

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Sandi Bloem, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
AMENDING MUNICIPAL CODE SECTION 5.08.140 - HOURS OF SALE

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 5.08.140 TO AUTHORIZE SALES OF LIQUOR BY THE DRINK ON MEMORIAL DAY, THANKSGIVING, SUNDAYS AND DAILY UNTIL 2:00 A.M.; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, AMENDING MUNICIPAL CODE SECTION 5.08.140 - HOURS OF SALE, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21<sup>st</sup> day of May, 2013.

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Warren J. Wilson, Chief Deputy City Attorney

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: *April 23<sup>rd</sup>, 2013 and follow up on May 13, 2013*

FROM: *Doug Eastwood, Parks Director*

SUBJECT: *Special Event Beer Garden Permit*

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**DECISION POINT:**

Recommend to City Council the authorization of a beer garden for ~~the Taste of the Coeur d'Alene's event and the Smoke on the Water event hosted by the Panhandle Kiwanis and the Panhandle Parks Foundation respectively.~~

**HISTORY:**

Alcohol has not been permitted on public property since the late 1960's. We have had many requests to allow alcohol in the parks and in 2007 we launched a pilot program at Riverstone Park. We average 12 permits per year at Riverstone Park. More recently alcohol permits have been issued for use at the Library and the Jewett House. ~~The Panhandle Kiwanis Club holds an annual event at the City Park the first weekend of August.~~ The Panhandle Parks Foundation would only be in the City Park for one event held during the Labor Day Weekend. After this year they will move their event to the new McEuen Park Site.

**FINANCIAL ANALYSIS:**

Fees for the permit will be charged which includes security and monitoring during the hours of the event.

**PERFORMANCE ANALYSIS:**

Our pilot program at Riverstone Park has been in effect for five years without a single incident. The same criteria would be applied to ~~these two events~~ this event which includes hours of operation, security fees, monitoring fees and only a licensed caterer would be allowed to dispense the alcohol. A designated area within Riverstone Park is set up for this purpose; the entire park is not open for alcohol consumption. A similar designated area would be established for the City Park and McEuen Park. The Parks Department contracts with a private security company to be on site during the event. The security company is there to remind people not to exit the established beer garden area with any alcohol. The Parks Department also has an employee on site to assist with routine park maintenance associated with the event. A licensed caterer, one with an alcohol license, also has a 'built-in' responsibility to assure that people are drinking responsibly. The Riverstone pilot program is an example that the process works as intended. *Since the recommendation for approval from the Park and Recreation Commission on April 15, 2013 the Panhandle Kiwanis has decided against perusing the beer garden at their event.*

**DECISION POINT/RECOMMENDATION:**

Recommend that City Council authorize a site specific/event specific alcohol permit to ~~the Panhandle Kiwanis Club and the Panhandle Parks Foundation~~ for a beer garden ~~that their respective~~ *for their annual events.*

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 13-1009

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 4.25.030 TO ALLOW ALCOHOL TO BE SERVED AT RIVERSTONE PARK GAZEBO, THE JEWETT HOUSE, CITY PARK AND MCEUEN PARK BY PERMIT ONLY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 4.25.030 is hereby amended to read as follows:*

4.25.030: BEER, WINE AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY:

- A. No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any city owned, leased or maintained beach, natural area, park, playground or play field.
- B. The provisions of this section do not ~~apply to~~ prohibit the city from issuing permits for the possession and consumption of beer, wine or other alcoholic beverages at the following locations:

- 1. Riverstone Park gazebo and amphitheater;
- 2. Jewett House.
- 3. City Park;
- 4. McEuen Park;

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 4.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 21<sup>st</sup> day of May, 2013.

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Sandi Bloem, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
AMENDING M.C. SECTION 4.25.030 BEER, WINE, AND LIQUOR PROHIBITIONS ON  
PUBLIC PROPERTY

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 4.25.030 TO ALLOW ALCOHOL TO BE SERVED AT RIVERSTONE PARK GAZEBO, THE JEWETT HOUSE, CITY PARK AND MCEUEN PARK BY PERMIT ONLY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Michael Gridley, City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3460, AMENDING M.C. SECTION 4.25.030 AMENDING M.C. SECTION 4.25.030 BEER, WINE, AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21<sup>st</sup> day of May, 2013.

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Michael Gridley, City Attorney

**TO:** Mayor and City Council  
**FROM:** Wayne Longo, Chief of Police  
**SUBJECT:** Request to hire two officers  
**DATE:** May 7, 2013

**Decision Point:** Authorization to off-set the grant amount and hire two additional police officers.

**History:** Due to the growth of the City of Coeur d’Alene in the last five years, Serious Crime Incident reports for Patrol and Investigations have **increased** considerably (up 22% over past 10yrs).

At the same time, the number of scheduled events, such as the 4<sup>th</sup> of July, Ironman, Car d’Alene, and many other specialized occasions (Return of Diamond Cup Hydro-Races), is impacting Patrol and Investigations to such a degree that the morale of our officers is being affected, our overtime budget stressed, and our patrol manning minimized. Not only do the above events impact our Department, but we also see manning concerns when we have scheduled vacations, comp time use and mandatory military leave, not to mention a major crime investigation or officer injuries.

With the increased growth of the City, the Police Department has not been able to keep up with the requested increase in personnel and we continue to supplement necessary police programs, such as our Gang Investigations and Narcotic K-9, with officers from the Patrol Division. These are needed and necessary forms of policing; however, we need to maintain our staffing levels in the Patrol Division. Currently, the Police Department has two full-time police officer positions open, however these position have not been filled due to financial impacts due to the recession.

**Financial Analysis: PATROL OFFICER**

<u>WAGES - New officer</u>	\$44,054
Benefits	
Holiday Pay	
Education Incentive	395
FICA	3,370
PERS	5,138
Workers Compensation	1,419
MSA	1,200
Life Insurance	196
Disability	1,135
Health Insurance	16,052
Dental Insurance	<u>330</u>
TOTAL BENEFITS	<u>\$29,235</u>

**TOTAL WAGES & BENEFITS**      \$73,289

**X 2 OFFICERS =**      **\$ 146,578**

**Performance Analysis:** The addition of two officers will allow us to replace officers who have been assigned to other areas such as the Gangs Unit or K-9. It also gives us the ability to provide a better level of service to the community we support and bring our number of officers closer to the nationally recognized level of officers per 1000 population.

**Decision Point:** Authorization to off-set the grant amount and hire two additional police officers.

Request for Federal Funding to acquire two  
police officer positions currently frozen.



# C.O.P.S Recovery Hiring Program 2013

Coeur d'Alene Police  
Department

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## **Introduction:**

Coeur d'Alene Idaho can be found in the upper panhandle of Idaho sitting on the west side of the Coeur d'Alene Forest, where the great outdoors is your backyard, and the smell of fresh pine is abundant. The city is home to an approximately 44,962 citizens of the about 142,357 residents of Kootenai County, according to estimates of the US Census Bureau. The city is the center of government and business activity for the county. The city is home to many events in which the population swells dramatically. These events include:

- Ironman CdA, an international triathlon competition.
- Car d'Alene, held annually in June showcasing antique cars with international representation
- 4<sup>th</sup> of July celebration, a popular destination for people throughout the region including Spokane WA
- Holiday Lighting Parade, held annually the day after Thanksgiving celebrating the return of the holiday season. This event has garnered national attention through media outlets including Good Morning America
- In 2013, the Diamond Cup Racing Regatta will be starting.

The area also brings tourists to the area for a multitude of natural attractions including Lake Coeur d'Alene for boating, world class ski resorts in the area, natural hiking and bike riding trails, and much more. Coeur d'Alene is also a 25 minute drive away from Spokane, Washington and serves a 30 mile radius population of over 590,000 people, making it one of the largest population radiuses between Seattle, Washington and Chicago, IL.

In July, 2008, CNN Money ranked Coeur d'Alene as the #95 best places to live and launch in the nation. Other accolades include:

- 2009 Forbes Best Cities for Jobs
- 2011 CNN Travel one of the 8 perfect summer lake towns

The city is also the crossroads of Highway 95, a north / south State Highway connecting southern Idaho to the Canadian border, and Interstate 90, a popular interstate connecting

Seattle to the east coast. The Idaho Transportation Department estimates over 37,000 cars a day travel on Highway 95 within the city limits, and Interstate 90 has over 53,000. These connector highways are also known by the FBI, DEA, and ATF to be used for interstate criminal activity including drug smuggling.

### **Law Enforcement Breakdown:**

The Coeur d'Alene Police Department is tasked with not only protecting the citizens that reside within the city limits, but also those that frequent the city for business and pleasure, tourists, and the motoring public. As with most cities, Coeur d'Alene is not without the high price of criminal activity. The Department has the vision statement:

*"The personnel of the Coeur d'Alene Police Department are dedicated to the principle of community involvement and interaction with our citizens. The absence of crime will determine the success of our efforts. We are committed to maintaining the quality of life that truly makes this area special and desirable to all of our citizens. As our community grows and we all face different challenges, our goal is to remain responsive to the needs of the public that we serve. This department remains committed to preserving the quality of life that we all cherish. You will find no more dedicated and committed employees than the men and women in this department. "*

The Department has various methods of crime suppression. At the forefront of the Department is the Patrol Division, headed by the Operations Captain who oversees day to day operations. There are 39 personnel assigned to this division including officers, Sergeants, and Lieutenants. These officers are uniformed and take care of reactive calls for service along with proactive tactics for crime prevention / deterrence. The patrol division operates with four overlapping shifts with a minimum manning of five (5) officers from 1000 hrs. to 0240, four (4) officers from 0240 hrs. to 0600 hrs., and three (3) officers from 0600 to 1000 hrs.

Next, the CARE (Community Accident Reduction through Enforcement) team is comprised of four officers and work within the patrol division. This team is tasked with traffic enforcement, education tactics including community presentations and training, and the investigation of hit and run crash investigations. The team utilizes a combination of motorcycles and marked patrol units and tools like radars, in-car video, and specialized training like Drug Recognition Expert training and breath testing specialists.

The Investigations Division is tasked with investigating crimes not solved by the Patrol Division. This division is broken down into four (4) aspects:

1. The Persons Crime Division. This four member team is tasked with investigating all crimes against people where an arrest has not been made. This includes, but not limited to homicides, sex crimes, domestic violence, robbery, and others.
2. The Property Crimes Division. This four member team is tasked with investigating solvable property crimes including but not limited to theft, arson, financial crimes, and vandalism. The Property Crimes also conducts limited investigation using computer and cell phone forensics.
3. The Drug Task Force. This division is comprised of two investigators who work with other local, state, and federal special task forces to investigate drug and gang crimes along with apprehending violent offenders.
4. The Juvenile Crimes Division (also known as School Resource Officers). This division is comprised of seven team members assigned to investigate juvenile crimes and assigned to the seventeen (17) elementary, middle (junior) and senior high schools. These officers are embedded into the schools and work with school officials to create a safe learning environment for the community's youth. This program serves an estimated 10,371 students and 1,169 facility members.

The department has various disciplines and specialty teams using existing personnel and volunteers to care for those duties within the community not otherwise taken care of by the above divisions.

- The records division is responsible for all record keeping and distribution not only for internal purposes but for other criminal justice agencies including prosecutors and the court and for the general public.
- The crime analysis staff compiles data to be used for crime trends and prevention possibilities and work with social media like Facebook and Twitter to communicate with the public. They pass on valuable information, process photographs and video, and have recently become part of the state of Idaho's Fusion Center due to their work.
- Citizens on Patrol (C.O.P.) volunteer program has taken on non-essential police matters like abandoned vehicles, elderly visits, vacation checks, and other various duties. This community service tool has been invaluable.
- Special Intervention Response Team: This team of sworn personnel is specially trained for crowd control techniques and has been used for dignitary protection.
- SWAT: This is a multi-jurisdictional team trained in the control of potentially violent calls for service and high risk incidents.
- Civilian Call takers. These trained civilians are assigned to the patrol division to handle lower / cold calls for service. These staff members have reduced some of the calls for service that would have otherwise been handled by uniformed staff.
- Code Enforcement. This is a one man division responsible for the enforcement of city ordinances that do not equate to criminal activity. These civilian personnel typically work with the community to resolve disputes and offer assistance to those in need.
- Animal Control. This division handles the calls for service regarding animals.

The Department is active with the community including social media, availability to education presentations, Block Watch, prescription medication turn-ins and much more.

**Immediate Economic Concern:**

The Department currently has a ratio of 1.4 officers per 1,000 population, well below recommended standards. This does not take into account the influx of people that our tourist destination attracts. A better example is the Department responded to 42,292 calls for service in 2012, averaging about 1,321 calls for service per officer. This high volume per office leaves little time for effective crime prevention tactics and quality community interaction. Also, Class A felony crimes as increased 22% in the past ten years.

In 2009, the Department was fortunate enough to obtain COPS funding which preserved some of the positions that were threatened to keep the level at 70 police officers but still has two positions frozen in 2009 that remains frozen at this time. The economic climate has improved for the city some, but still has not allowed the “thawing” of this position. If this position was to become available, it would only bring us back to manning levels since in 2008 when the population estimate was 41,000 about 4,000 less people than now and when calls for service were at 39.784 (7% lower than current levels). The Department has been working on the theory of “do more with less” but services are wearing thin, overtime costs climb, and the possibility of officer burnout exists. The funding of these two positions was ease the burden of the Department while continuing to add to the economic growth the area is currently experiencing.

**Criminal Statistics and Trends:**

Coeur d’Alene is truly a wonderful place to visit and live, however, crime and drug use are two major community problems. The Department has seen an average of 25% call for service increase since 2009, when we were able to hold staffing levels at 70.

According to the Crime in Idaho publication by the Idaho State Police, the Coeur d’Alene Police Department had a total of 4,144 Group A Offenses in 2011 (2012 statistics not available at the time of this request) with a 48.9% clearance rate, a 2% increase over 2010 however overall arrest totals were down 10.5% from 2010 at 3,040. This is contributed, at least in a small part, to the overburden patrol division’s calls for service. Even still, this equates to 6.5 adult arrests, 1.78 juvenile arrests, and 121.34 calls for service every day! Compare this to 108.99 calls for service per day in 2008 with the same manning. This also does not include the 192 involuntary detentions the Department conducted in 2011 for those that posed an immediate threat to

themselves or others.

In comparison, the Twin Falls Police Department, serving a similar population base of 44,564 according to the U.S. Census Bureau, had 3,850 Group A offenses and 2,313 total arrests with a 47.0% clearance rate. According to a representative of the Department, they currently have 75 sworn personnel.

**Cost Analysis:**

The Department is requesting two (2) officers to be funded 75% for the next three years by the COPS Hiring Recovery Act. These funded positions will be used to fill the two (2) current positions in a freeze due to budget constraints. If funded, the Department would be trying to hire the officers near July 2013. The Department takes pride in the thorough hiring process which includes a background investigation polygraph examination, and psychological examination. This also allows time to ensure those hired will be allowed into the regional Idaho Police Officer Standards and Training Basic Academy shortly thereafter. The cost for one (1) officer is broken down below.

The first year base salary is **\$44,054**.

<b>Benefit</b>	<b>Cost</b>	<b>% of Base</b>
Education Incentive	\$395	0.008%
FICA	\$3,370	6.2%
Public Employee Retirement	\$5,138	10.88%
Workers Compensation	\$1,419	3.72%
MSA	\$1,200	0.02%
Life Insurance	\$196	0.45%

Health Insurance	\$16,052	25.89%
Dental Insurance	\$330	0.007%
Total Benefits	<b>\$29,235</b>	

The total cost per year per officer is estimated at \$73,289 per year. These equates to a total estimated request of \$329,804 from the federal funding (75% of two officers for three years) with the city of Coeur d'Alene paying the remaining \$109,920 (25%) through general funding during the same time. These funds will not be used to supplant and other funding.

**Summary:**

The Coeur d'Alene Police Department has been appreciative in the past with the saving of three police positions in the past from the COPS Recovery Program. It is anticipated that with this funding request, for the first time since 2007-2008, the Department will be at full staff. This funding opportunity allows the city to provide quality police services while aiding the Department in putting more officers in roles to reduce response times, increase investigation capabilities, and most importantly provide community service to those we serve.

The COPS Recovery Hiring Program would continue to be a beneficial program to bring two (2) additional jobs into the city of Coeur d'Alene thereby helping the economy recover. The additional officers will provide relief to some of the burdens places on the existing personnel by putting more officers on the streets and making the community safer. The additional officers may also give the opportunity to save other fundamental pro-active programs the Department offers to try to reduce the current crime trends.

Save & Submit

Save

Print

Cancel

Check Package for Errors



# Grant Application Package

<b>Opportunity Title:</b>	COPS-Hiring-Program-Application-2013
<b>Offering Agency:</b>	Community Oriented Policing Services
<b>CFDA Number:</b>	16.710
<b>CFDA Description:</b>	Public Safety Partnership and Community Policing Grants
<b>Opportunity Number:</b>	COPS-HIRING-PROGRAM-APPLICATION-2013
<b>Competition ID:</b>	
<b>Opportunity Open Date:</b>	04/22/2013
<b>Opportunity Close Date:</b>	05/23/2013
<b>Agency Contact:</b>	COPS Office Response Center Phone: 1-800-421-6770 Email: AskCOPSRC@usdoj.gov

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* Application Filing Name:

### Mandatory Documents

Move Form to Complete

=>

Move Form to Delete

<=

### Mandatory Documents for Submission

COPS Short Application Attachment to SF-424 Application for Federal Assistance (SF-424)

[Open Form](#)

### Optional Documents

Move Form to Submission List

=>

Move Form to Delete

<=

### Optional Documents for Submission

[Open Form](#)

## Instructions

- Enter a name for the application in the Application Filing Name field.

  - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at anytime by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- Click the "Save & Submit" button to submit your application to Grants.gov.

  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

## Application for Federal Assistance SF-424

* 1. Type of Submission:		* 2. Type of Application:		* If Revision, select appropriate letter(s):	
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New		<input type="text"/>	
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation		* Other (Specify):	
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision		<input type="text"/>	
* 3. Date Received:		4. Applicant Identifier:			
Completed by Grants.gov (post submission)		<input type="text"/>			
5a. Federal Entity Identifier:			5b. Federal Award Identifier:		
<input type="text"/>			<input type="text"/>		
State Use Only:					
6. Date Received by State:		7. State Application Identifier:			
<input type="text"/>		<input type="text"/>			
8. APPLICANT INFORMATION:					
* a. Legal Name: <input type="text" value="City of Coeur d'Alene"/>					
* b. Employer/Taxpayer Identification Number (EIN/TIN):			* c. Organizational DUNS:		
<input type="text" value="82-6000176"/>			<input type="text" value="0639054180000"/>		
d. Address:					
* Street1:	<input type="text" value="710 E Mullan Avenue"/>				
Street2:	<input type="text"/>				
* City:	<input type="text" value="Coeur d'Alene"/>				
County/Parish:	<input type="text" value="Kootenai"/>				
* State:	<input type="text" value="ID: Idaho"/>				
Province:	<input type="text"/>				
* Country:	<input type="text" value="USA: UNITED STATES"/>				
* Zip / Postal Code:	<input type="text" value="83814-0000"/>				
e. Organizational Unit:					
Department Name:			Division Name:		
<input type="text" value="Coeur d'Alene Police Dept"/>			<input type="text"/>		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:	<input type="text"/>	* First Name:	<input type="text" value="Wayne"/>		
Middle Name:	<input type="text"/>				
* Last Name:	<input type="text" value="Longo"/>				
Suffix:	<input type="text"/>				
Title:	<input type="text" value="Chief of Police"/>				
Organizational Affiliation:					
<input type="text" value="Law Enforcement - Municipality"/>					
* Telephone Number:	<input type="text" value="208-769-2320"/>	Fax Number:	<input type="text" value="208-769-2307"/>		
* Email:	<input type="text" value="wlongo@cdaid.org"/>				

**Application for Federal Assistance SF-424**

\* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant2: Select Applicant Type:

Type of Applicant3: Select Applicant Type:

\* Other (specify):

\* 10. Name of Federal Agency:

Community Oriented Policing Services

11. Catalog of Federal Domestic Assistance Number:

16.710

CFDA Title:

Public Safety Partnership and Community Policing Grants

\* 12. Funding Opportunity Number:

COPS-HIRING-PROGRAM-APPLICATION-2013

\* Title:

COPS-Hiring-Program-Application-2013

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Areas Affected.pdf

Add Attachment

Delete Attachment

View Attachment

\* 15. Descriptive Title of Applicant's Project:

2013 Coeur d Alene Police Hiring Recovery Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

16. Congressional Districts Of:

\* a. Applicant b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\* a. Start Date: \* b. End Date: 

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="329,804.00"/>
* b. Applicant	<input type="text" value="109,930.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="439,734.00"/>

\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

 a. This application was made available to the State under the Executive Order 12372 Process for review on  b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

 Yes  No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

 \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:  \* First Name: Middle Name: \* Last Name: Suffix: \* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed:

## COPS Application Attachment to SF-424

### Section 1: COPS PROGRAM REQUEST

Federal assistance is being requested under the following COPS program:

Select the COPS grant program for which you are requesting federal assistance. **A separate application must be completed for each COPS program for which you are applying.** Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.

#### ONLY ONE PROGRAM OPTION MAY BE CHECKED

- COPS Hiring Program
- Community Policing Development
- Micro Grants for Law Enforcement Agencies

Applicant ORI Number:

Re-enter Applicant ORI Number:

*The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."*

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** May 13, 2013  
**FROM:** Mike Gridley on behalf of the CDA 2030 Project Coordination Group  
**SUBJECT:** City participation in CDA 2030 community visioning process

=====

**DECISION POINT:**

Should the City participate in the CDA 2030 community visioning process by providing financial and in-kind support?

**HISTORY:**

In 2000 the City sponsored a community visioning process called CDA 2020. The process asked citizens to share their vision for the Coeur d'Alene area for the next 20 years. The process resulted in a document that established the community's vision, values and goals (see attached CDA 2020 brochure). The document helped provide a community focus and framework for achieving community goals. Public meetings held in February and April of this year indicate that there is strong community support to create a new vision statement that would reflect the community's vision for the future. An ad hoc Community Advisory Committee (CAC) has been enlisted to gauge interest and to help steer the project (see attached list of CAC members). From this Committee a Project Coordination Group (PCG) led by Dr. Charles Buck from the University of Idaho, has stepped forward to organize the visioning process and to establish financial and in-kind support (see attached CDA 2030 Visioning Project Prospectus). As stated in the Prospectus, the visioning process is anticipated to take 12 -15 months and result in concrete action plans to carry out the community's goals. A tentative budget of roughly \$10,000 per month has been established based on the resources needed to conduct an effective, efficient and professional visioning process.

**FINANCIAL ANALYSIS:**

Although most community visioning projects are financed entirely by city government, the CAC feels strongly that the project should not be totally funded by tax supported entities. The visioning process is a community process and it is felt that to make it a success funding should come from the broader community. However, because the primary beneficiaries of the results of the visioning process will be the citizens of Coeur d'Alene, the PCG has suggested that the City contribute 20% of the budget (\$30,000) to the project in addition to providing in-kind support as needed. We currently have pledges or contributions from PCG members of approximately \$40,000 and we have a goal of having pledges or contributions equal to \$100,000 by June 1, 2013 with the remaining funding to be secured over the next several months.

**PERFORMANCE ANALYSIS:**

In the simplest terms, visioning is a planning process through which a community creates a shared vision for its future and begins to make it a reality. There are five key characteristics of the visioning process: 1) *understanding the whole community*; 2) *reflecting core community values*; 3) *addressing emerging trends and issues*; 4) *envisioning a preferred future*; and, 5) *promoting local action*.

The recognized benefits of visioning includes: 1) brings community members together in a uniquely different context to consider their common future; 2) encourages the community to explore new ideas and possibilities; 3) creates a shared sense of direction and a framework for future community decisions; 4) produces a process that results in concrete goals and strategies for action; 5) enriches public involvement by expanding the terms and scope of civic engagement; 6) fosters new leadership in citizens who have not been previously active in public life; 7) promotes active partnerships among government, business, civic, and nonprofit organizations; and, 8) strengthens community cohesion and “social capital.” Simply engaging in the *process* of visioning can be as rewarding as its *products*.

Most, if not all, successful cities and companies engage in strategic visioning and planning for the future. To remain a top-tier community and be competitive in the future, Coeur d’Alene must listen to the community’s dreams and visions and take concrete steps to achieve them. The proposed visioning process will help achieve these goals and pay back the money invested many times over.

**DECISION POINT/RECOMMENDATION:**

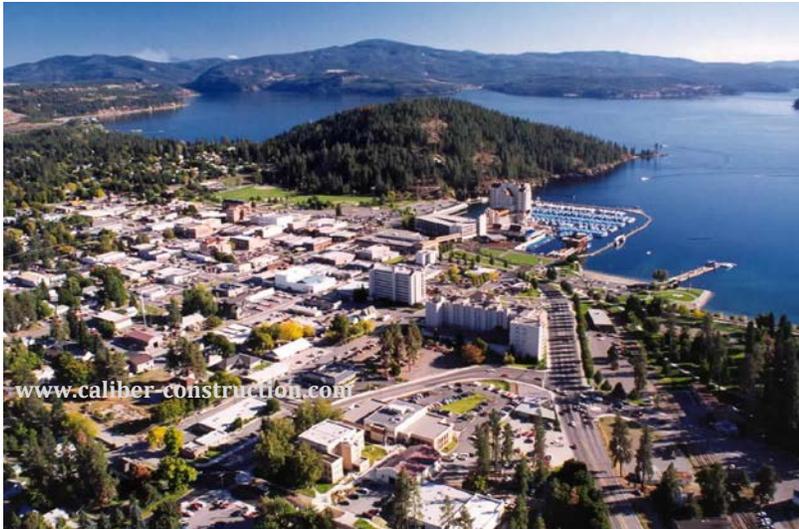
The City should approve contributing \$30,000 and in-kind support as appropriate to the CDA 2030 visioning project.

## **COMMUNITY ADVISORY COMMITTEE 5-13-2013**

1. Steven Ames – Planning Consultant
2. Hazel Bauman – USD271
3. Sandi Bloem - Mayor
4. Joe Dunlap (Mark Browning) – NIC
5. Charles Buck – University of Idaho
6. Jeff Conroy – St. Vincent DePaul
7. Denny Davis – LCDC
8. Jennifer Drake – Citizen leader
9. Eden Irgens – Coeur d’Alene Arts Commission
10. Amy Evans – Coeur d’Alene Planning Commission
11. Michelle Fink – North Idaho Title
12. Dan Gookin – City Councilman
13. Greg Green – Fatbeam
14. Steve Griffitts - Jobs Plus
15. Helo Hancock (Heather Keen) – Coeur d’Alene Tribe
16. Eric Keck – Ground Force Industries
17. Glen Miles – Kootenai Metropolitan Planning Organization
18. Charlie Miller – North Idaho Centennial Trail Foundation
19. Doug Miller - Museum of North Idaho
20. Jon Ness – Kootenai Health
21. Jai Nelson – Kootenai County
22. Frank Orzell – Citizen leader
23. Rocky Owens – Lewis Clark State College
24. Ashley Piaskowski – Kootenai County Young Professionals
25. Jim Pierce – Washington Trust Bank
26. Bill Reagan – Hagadone Hospitality
27. Mary Sanderson – Physician
28. Patty Shea (Sharman Schmitt) – Avista
29. John Stone – Riverstone
30. Craig Sumey – Presbyterian minister
31. Shawn Swanby – Ednetics
32. Janet Torline – Kootenai Environmental Alliance
33. Steve Widmyer – Widmyer Properties
34. Steve Wilson (Ryan Nipp) – CDA Chamber of Commerce
35. Wendy Gabriel – City Administrator
36. Dave Yadon - Planning Director
37. Mike Gridley – City Attorney



**COEUR D'ALENE CITY VISIONING PROJECT PROSPECTUS – Discussion Draft**



**Why a Vision for Coeur d'Alene?**

It has been well over a decade since the Coeur d'Alene 2020 project created a vision for our community. A lot has happened since then: times have changed, the world has changed, and so has Coeur d'Alene.

In recent months, community leaders have been discussing how Coeur d'Alene can create a new vision for the future. What kind of community do we want to be in 2020, 2030 or beyond? And how can we make that vision a reality?

Working in alliance with community leaders representing key public, private, civic, and community-based organizations, an ad hoc Project Coordination Group has been investigating a *new* visioning process – and how to make it happen.

**The Process**

The group is proposing **Cd'A 2030** – a comprehensive visioning process for greater Coeur d'Alene, designed to engage the entire community in creating a new long-range vision. Unlike the original 2020 effort, Cd'A 2030 *also* will develop a detailed action plan to help ensure that community priorities established through the visioning process are achieved.

The visioning process will be guided by principles that encourage community involvement: the process will be broad-based, bringing people of all backgrounds and perspectives together in a respectful, civil dialogue about the future, it will be an open public process that builds trust and fosters positive collaboration, and it will focus on producing concrete results that help create a legacy for future generations.

**Proposed Timeline, Activities, Results & Benefits**

Based on input to date, an outline of the new visioning process has been created: The visioning process will focus on **greater Coeur d'Alene**, with input from bordering communities and the Coeur d'Alene Tribe. The process will run between **12 and 15 months**. Through a blend of public forums and

**Key Results and Benefits**

- ∞ Community profile and trends analysis
- ∞ Renewed community vision
- ∞ Strategic action plan with 'easy wins'
- ∞ Implementation strategy & partners
- ∞ New public-private-civic-tribal partnerships
- ∞ Engaged community and citizens
- ∞ New models for community collaboration

workshops, web-based tools and social media, focus- and working groups, and community surveys, citizens will be invited to express their ideas at every juncture.

The project will produce a **profile** of our community today – its strengths, weakness, and shared values – as well an analysis of **trends and issues** that might affect our future. And, it will result in a **long-term vision** and a five-year **action plan** and implementation strategy.

The vision and plan will be community “owned” with a number of public, private, civic and community-based **partners** involved in plan implementation. An **implementation strategy** will speak to maintaining these activities in years to come, so the vision and plan remain “living” documents that can be periodically renewed and updated.

**Project Coordination Group (PCG)**  
 CDA Chamber of Commerce  
 Higher Education Institutions  
 University of Idaho  
 Lewis and Clark State College  
 North Idaho College  
 City of Coeur d’Alene  
 JobsPlus  
 Kootenai Health  
 Avista

**Proposed Project Structure and Budget**

A **Community Advisory Committee (CAC)** will mirror greater Coeur d’Alene with ~30 community leaders that advise on visioning project goals, activities and outcomes. Committee members will meet approximately quarterly and have ready access to the project Management Team and Project Coordinator. CAC member organizations will provide financial support for the project.

The **Project Coordination Group (PCG)** will include leaders from organizations that commit to a successful visioning process with significant financial support and in-kind resources. The PCG will provide overall coordination for the visioning process and for project activities. This group will meet monthly to ensure that the process moves forward.

To facilitate day-to-day progress and decision-making, a **PCG Management Team** will be identified that includes key PCG members, the Project Coordinator (to be named) and Project Consultant (also to be named). This team will meet frequently to plan activities, track progress and ensure that the overall project adheres to agreed upon goals and timeline. The University of Idaho - Coeur d’Alene will lead the PCG Management Team while the Coeur d’Alene Chamber will be the designated nonprofit organization, serving as the fiscal agent and providing logistics for the process.

<b>Projected Cd’A 2030 Process Budget</b>	
Project Coordinator, 0.8 FTE	\$42,000
Admin. Assistant, 0.5 FTE	\$10,400
Consultant, 15 mo. contract	\$50,000
Advertising, website	\$12,000
Community Surveys	\$14,000
Dissemination materials	\$12,000
Food, travel, misc. expenses	\$10,000
Approximate total	\$150,400

Participant organizations will provide in-kind and financial resources to enable project success. Additional funding will be obtained from individuals, businesses and other community organizations to meet the exciting challenge of creating a Cd’A 2030 vision in the 12-15 month timeframe. The PCG will create a project business model and funding strategy to meet the projected budget.

***Remarkable achievements have come from the original Cd’A 2020 vision, completed in 2000. Cd’A 2030 will enable the community to plan for an even brighter future!***

**Who to Contact And How to Learn More:**

Mike Gridley, City of CDA, mgridley@cdaid.org, 208-769-2330



### Vision

Coeur d'Alene is a thriving community where a beautiful, natural environment, strong infrastructure, and healthy economy combine to provide citizens a safe and desirable quality of life.

### What Our Community Values

#### Arts and Culture

Our community promotes public art and culture and provides the means to develop such opportunities.

#### Community Spirit

We are proud of our friendly, small town atmosphere, family-oriented values and heritage, and welcome all peoples to our community.

#### Downtown Vitality

We believe a vibrant downtown is vital to a healthy community.

#### Economic Development

A strong and diverse local economy is essential to providing good paying jobs for all of our citizens.

#### Education

The members of our community will ensure that both K-12 and post-secondary education have the resources and programs to provide quality educational opportunities to our children and residents.

#### Environment

We will advocate policies that preserve and improve the present quality of our environment.

#### Government

Citizen involvement in local government is encouraged to resolve issues and provide solutions in an efficient, cost-effective, and non-partisan fashion.

#### Health Care

Excellent health care options to all members of the community will be maintained and expanded, and we will promote access to affordable health care.

#### Infrastructure

Infrastructure will be expanded, improved, and maintained to meet the needs of residents and to support the achievement of other objectives.

#### Lake Coeur d'Alene

Lake Coeur d'Alene is our community's treasure and one of our most important geographical assets. We will ensure that it sustains a balanced mix of public access, development, and commercial uses.

#### Neighborhoods/Housing

Strong neighborhoods are important, as is providing a variety of housing options for citizens at all economic levels.

#### Parks and Green Space

We will preserve and expand our open spaces, green spaces, and parklands.

#### Planning

Careful planning with an emphasis on wise growth enhances the protection of the environment.

#### Public Safety

We support safe communities where law enforcement is a partner, and where resources are made available to address substance abuse and to reduce crime.

#### Recreation

Abundant recreational opportunities and the facilities needed to house them will be provided for citizens of all ages at a reasonable cost.

#### Transportation

Our goal is to develop cooperative efforts to provide transportation choices, including public transportation, so that residents can easily access various public and private destinations as well as neighboring communities.



# Our Community's Vision, Values, and Goals

## The Greater Coeur d'Alene Area

Starting in November 2000, a group of concerned citizens was formed to ask the community to share its vision for the Coeur d'Alene area for the next 20 years. The following represents an overview of what was shared through several community meetings, a series of surveys, and a public open house.

City of Coeur d'Alene  
710 E. Mullan  
Coeur d'Alene, ID 83814

Presorted Standard  
US Postage Paid  
Coeur d'Alene ID 83814  
Permit No. 196

OUR VISION OF CDA IS OF A BEAUTIFUL, SAFE CITY THAT PROMOTES A HIGH QUALITY OF LIFE + SOUND ECONOMIC THROUGH EXCELLENCE IN GOVERNMENT.

## Arts and Culture

**Goal:** To improve and increase the City of Coeur d'Alene's sponsorship of arts and culture.

- Increase and identify existing public art with defining signs. Develop a needs list of areas where art could be viewed and appreciated.
- Encourage the support of the Museum of North Idaho, Cultural Center, and public libraries.
- Encourage the city to coordinate with all arts organizations.
- Promote public art through the city's "percent for Arts" fee.

## Downtown Vitality

**Goal:** Develop a plan to increase Downtown Vitality.

- Increase the number and types of activities held in the evenings and weekends.
- Establish one-night license for vendors to bring food/services in for events.
- Encourage business owners to offer "live entertainment" by assisting with promotion.
- Work with the Lake City Development Corporation (urban renewal), Chamber of Commerce, and downtown businesses to promote downtown and facilitate growth.

## Economic Development

**Goal:** Ensure that Coeur d'Alene has a diversified economy that pays employees at or above the national average.

- Work with the State Legislature to provide incentives such as enterprise zones or tax breaks that are competitive with those offered by neighboring states to businesses that locate or expand here.
- Support Jobs Plus and other efforts to recruit quality businesses.
- Support educational institutions in providing training in technology and other job skills most sought by employers.

## Education

**Goal:** Ensure that our educational partners have the resources to provide life-long learning opportunities to all community members.

- Support the challenging work of educators to provide programs focusing on academic achievement and citizenship.
- Support safe and sound educational facilities and provide resources for extracurricular programs.
- Improve interaction between business, government, and educators so that educational goals are in line with employment requirements, and to promote better school-to-job transitioning for young people.
- Create more, easily accessed opportunities for post-secondary education, including continuing education, masters, and doctoral degree programs.

## Health Care

**Goal:** Provide access to quality health care options for all community members.

- Work with employers to increase the number of insured residents of the community.
- Explore transportation options to care facilities, especially for the elderly.
- Improve access to dental care for Medicaid patients and the working poor.
- Maintain the funding stream for community health clinics.

## Infrastructure

**Goal:** Develop a plan that recognizes the needs of residents in the analysis and implementation of infrastructure improvements and growth.

- Utilize existing agencies' systems to analyze infrastructure needs.
- Solicit community input in long-term infrastructure planning to maintain or improve our area residents' quality of life.
- Encourage long-term planning that improves infrastructure efficiencies through cooperative governmental teamwork.

## Lake Coeur d'Alene

**Goal:** Preserve the natural beauty that is Lake Coeur d'Alene, while improving public access and the overall quality of this community asset.

- Promote high standards for water quality.
- Reduce boating congestion and raise awareness of boater safety.
- Preserve fish and wildlife habitats.
- Improve the coordination of regulatory activities that relate to public and commercial use of the waterfront.

## Neighborhoods

**Goal:** Vibrant neighborhoods where people are united to form a strong sense of community.

- Ensure safe and secure neighborhoods where all residents are able to enjoy a peaceful quality of life.
- Pursue revitalization, renovation, and stabilization of all neighborhoods including historical areas of the city.



(Note: Items suggested after the "goal" in each category are not in any order of priority.)

## Planning

**Goal:** Coordinate community efforts to create a systematic plan that encourages the vital and unique nature of Coeur d'Alene.

- Establish public policy recognizing the downtown area of Coeur d'Alene as the cultural center of the community.
- Maintain open spaces and quality of life by incorporating careful community design and development.
- Promote alternative transportation options in the planning and development process.

## Public Safety

**Goal:** Create a community-oriented public safety force with ample resources to address population growth.

- Continue to increase law enforcement visibility in schools and neighborhoods to promote community relations, to increase drug resistance education, and to reduce crime.
- Continue to improve fire and EMS response times to all parts of the community.

## Recreation

**Goal:** Develop and maintain year-round, affordable, and accessible recreational opportunities for all citizens.

- Expand and enhance recreational activities and programs for youth.
- Develop a recreation facility to provide affordable, year-round programs and services for youth, families, and citizens of all ages.
- Build and maintain a public pool for recreational, instructional, and competitive swimming.
- Plan, promote, and encourage the enjoyment of area outdoor recreational opportunities.
- Maintain and broaden community partnerships to share resources and maximize recreation services and offerings.



## Transportation

**Goal:** Provide convenient and accessible, efficient, affordable, and environmentally responsible transportation options for all citizens of the Coeur d'Alene community.

- Develop a process for public interaction in transportation decision-making.
- Establish a regional public transit plan that addresses the inter-city and intra-city needs of the community.
- Emphasize bicycle and pedestrian needs and opportunities in the development of our transportation system.
- Develop an improvement plan for our streets and highways that complements future land use plans.

## Steering Committee

Sandi Bloem, Chair  
Jim Headley, Vice Chair  
Jonathan Coe  
Steve Judy  
Susie Snedaker  
Don Soltman  
Sue Thilo

## Advisory Group

Paul Anderson	Rolly Jurgens
Steve Anthony	Rodger Lewerenz
Lori Barnes	Ladd Livingston
Dale Baunc	Pam MacDonald
Ron Benne	Barbara McFarland
E.V. "Bill" Boughton	John McHugh
John Bruning	Doug McQueen
Anneke Connaway	Tom Messina
Jeff Connaway	Stan Moore
Chris Copstead	Tom Moore
Theresa Colwes	Joe Morris
Dennis Curtis	Ralph Nelson, Jr.
Dorothy Dahlgren	Bob Nonini
Tom Evans, II	Vern Newby
Amy Ferguson	William T. Panos
Craig Foss	Mike Porcelli
Sid Fredrickson	Rebecca Priano
Deanna Goodlander	Wanda Quinn
Molly Habenicht	Dixie Reid
Wendy Hague	David Reseska
Bob Hallock	Carole Richardson
Kelly Hanson	David K. Robinson, Jr. "Rob"
Laurie Hassell	Donna Runge
Judy House	John H. Sahlín
Stan Huffaker	Kim Stearns
Michael Hunt	Reese Sterett
Jon Ingalls	Nancy Stricklin
Elaine Jenks	Troy Tymesen
Melissa Jessen	Dave Yadon
Jeff Jones	John Young

## Project Coordinator

Victoria C. Bruno



# PUBLIC HEARINGS

## MEMORANDUM

TO: MAYOR BLOEM AND THE CITY COUNCIL  
DATE: MAY 16, 2013  
FROM: RENATA MCLEOD, CITY CLERK  
RE: APPROVAL OF ANNUAL CONSOLIDATED PERFORMANCE AND  
EVALUATION REPORT (CAPER) FOR THE USE OF COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FOR PLAN YEAR 2012.

---

### **DECISION POINT:**

- To authorize the Plan Year 2012 Consolidate Performance and Evaluation Report (CAPER) for the use of Community Development Block Grant (CDBG) funds.

**HISTORY:** The City is required to submit an annual performance report with a fifteen-day public comment period. The notice of the public comment period was published on May 7, 2013, and the public hearing notice was published on May 14, 2013, with the public comment period ending May 22, 2013. No comments were received thus far.

**FINANCIAL:** No funds are being requested for this program.

**PERFORMANCE ANALYSIS:** Authorizing this report will allow staff to submit the report timely, and stay in compliance with the HUD regulations.

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

- To authorize the Plan Year 2012 Consolidate Performance and Evaluation Report (CAPER) for the use of Community Development Block Grant (CDBG) funds.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**May 13, 2013**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

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

**STAFF PRESENT**

Amy Ferguson, Executive Assistant  
Jim Remitz, Capital Program Manager  
Jon Ingalls, Deputy City Administrator  
Warren Wilson, Deputy City Attorney  
Sid Fredrickson, WW Superintendent  
Kenny Gabriel, Fire Chief  
Jim Markley, Water Supt.  
Wendy Gabriel, City Administrator  
Troy Tymesen, Finance Director

**Item 1            Rejection of Atlas Well Bid**  
**Consent Calendar**

Jim Markley, Water Superintendent, presented a request that Council reject the only bid received for the drilling of the Atlas II Well because it was non-responsive, and authorize staff to enter into negotiation with the contractor once the contractor has acquired a public works license.

Mr. Markley stated in the staff report that the Water Department is currently in the process of attempting to drill a new production well on property just north of Hanley Avenue and Atlas Road. Despite aggressively seeking bids, only one bid was received, from Holt Services, Inc. Unfortunately the sole bidder did not have a current public works contractor's license in Idaho at the time of the bid opening which by Idaho Code disqualifies them from bidding. The bid was \$223,760, which is under the engineer's estimate of \$228,000. Idaho Code provides that once the non-responsive bid is rejected, Council can then authorize staff to enter into negotiations with the contractor to award them the work once the contractor is properly licensed. The contractor has said that they will honor the bid amount. Mr. Markley would like to take the agreement directly to the consent calendar.

Mr. Markley explained that they cast a "pretty wide net" for bidders for the project, and only one bid was received. He believes the reason is the hole to be drilled is 24 inches and it takes specialized equipment and there are not a lot of companies that can do it.

**MOTION: Motion by McEvers, seconded by Gookin, to recommend Council reject the sole non-responsive bid of \$223,760 from Holt Services, Inc. for the drilling of Atlas Well and authorize staff to enter into negotiations for an agreement with Holt Services, Inc. once they have acquired their public works contractor's license. Motion carried.**

**Item 2 Fire Department Only Parking Zone on East Lakeshore Drive  
Consent Calendar**

Kenny Gabriel, Fire Chief, presented a request for Council approval of “No Parking – Fire Lane” signs on two locations on East Lakeshore Drive so Fire Department apparatus can safely stage while operating at that location.

Chief Gabriel stated in his staff report that City Administration and the FD have been working with the 11<sup>th</sup> Street Marina for a number of years regarding the lease of the area where the marina is located for moorage of public safety vessels. One of the challenges faced at the 11<sup>th</sup> Street is FD access. If the FD received a call which requires the use of the fire boat they would need a place to stage the responding apparatus in a quick manner. The proposed FIRE LANE gives quick access to the east gate at the 11<sup>th</sup> Street Marina and a straight approach to the boats moorage area.

Chief Gabriel stated that the neighboring property owner has agreed to giving them 50 feet of parking for a fire lane. Councilman McEvers asked about the neighboring property being for sale and how that would affect the parking. Mr. Wilson commented that the city council is charged with determining where no parking zones are placed.

**MOTION: Motion by Gookin, seconded by McEvers, to recommend Council approval of NO PARKING – FIRE LANE signs to be placed on East Lakeshore Drive for Fire Department access to the 11st Street Marina. Motion carried.**

**Item 3 Amendment #1 to the July 19, 2011 Professional Services Agreement  
with HDR Engineering, Inc. for WWTP Phase 5C-1 Construction  
Administration Services  
Consent Calendar**

Jim Remitz, Capital Program Manager, presented a request for council approval of Amendment No. 1 Revised to the July 19, 2011 Agreement between the City of Coeur d’Alene and HDR Engineering, Inc. Amendment No. 1 Revised will provide construction administration services during the construction of WWTP Phase 5C.1: Initial Tertiary Filtration/Nitrification Improvements. This revised amendment replaces the previously approved Amendment No. 1 (July 3, 2012) for additional professional services for the design of secondary aeration improvements that due to wastewater budget concerns at the time, was never executed. Amendment No. 1 includes the design of the secondary aeration improvements and the construction administration for these improvements as part of Phase 5C.1. Funding for this Amendment No. 1 Revised is budgeted in the current FY 2012/2013 Wastewater Budget.

Mr. Remitz explained that the Phase 5 project deals with a lot of the biological nutrient removal. The phase will be split into two and possibly three phases. They want to do some additional full scale testing of the tertiary membrane filters and are ready to go out to bid for the construction phase.

**MOTION: Motion by McEvers, seconded by Gookin, to recommend Council approval of Resolution No. 13-\_\_\_ authorizing Amendment #1, Revised, to the July 19, 2011 Professional Services Agreement between the City of Coeur d’Alene and HDR Engineering, Inc. for construction administration services in the amount of \$1,243,098. Motion carried.**

**Item 4                    Authorization to Solicit Bids for the Construction of WWTP Phase  
5C-1: Initial Tertiary Membrane Filtration/Nitrification Improvements  
Consent Calendar**

Jim Remitz, Capital Program Manager, presented a request for council approval of the plans and specifications for the construction of Phase 5C.1 and authorizing the solicitation for construction bids for this project.

Mr. Remitz stated in his staff report that the proposed improvements will provide the necessary buildings, tankage, equipment, and piping to provide for the initial tertiary membrane filtration and nitrification improvements necessary for the enhanced biological nutrient removal capabilities required by the new discharge permit. Contractor prequalification has been conducted in accordance with Idaho code, and the city has applied for and anticipates receiving a low interest loan from the Idaho Department of Environmental Quality to provide the funding for this project. The loan will be re-paid by the recently approved issuance of revenue bonds. The Wastewater Fund currently has a sufficient cash reserve balance to begin the construction of this 18 month project.

Mr. Remitz said that they hope to advertise for the bids on May 24<sup>th</sup>, open the bids on June 18<sup>th</sup>, and bring it before the council for the award on July 2<sup>nd</sup>. They have approximately six prequalified bidders. He further explained that some of the work will be on the existing plant. The project will be funded by a DEQ loan which should be forthcoming on May 24<sup>th</sup>.

**MOTION: Motion by McEvers, seconded by Gookin, to recommend Council approval of the plans and specifications and authorize the solicitation of bids for the construction of WWTP Phase 5C-1: Initial Tertiary Filtration/Nitrification Improvements. Motion carried.**

The meeting adjourned at 4:16 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

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

FUND	BALANCE 3/31/2013	RECEIPTS	DISBURSE- MENTS	BALANCE 4/30/2013
<u>General-Designated</u>	\$532,158	\$5,587	\$6,344	\$531,401
<u>General-Undesignated</u>	6,838,067	6,232,627	6,996,037	6,074,657
<u>Special Revenue:</u>				
Library	267,886	13,774	110,648	171,012
CDBG	(161)	16,875	17,207	(493)
Cemetery	76,691	31,762	22,951	85,502
Parks Capital Improvements	853,247	7,210	194,384	666,073
Impact Fees	2,060,578	248,247		2,308,825
Annexation Fees	522			522
Insurance	3,323,086	498	154,535	3,169,049
Cemetery P/C	1,828,685	3,720	6,575	1,825,830
Jewett House	7,792	13	821	6,984
Reforestation	12,043	1,171		13,214
Street Trees	185,164	7,528	14,294	178,398
Community Canopy	1,987	150		2,137
CdA Arts Commission	1,134	300		1,434
Public Art Fund	94,779	14	13,370	81,423
Public Art Fund - LCDC	495,073	74	150	494,997
Public Art Fund - Maintenance	117,281	18	1,622	115,677
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	930,694	9,123		939,817
LID Guarantee	45,236	537		45,773
LID 130 Lakeside / Ramsey / Industrial Park	49,004			49,004
LID 146 Northwest Boulevard	75,552		83,760	(8,208)
LID 149 4th Street	1,046			1,046
<u>Capital Projects:</u>				
Street Projects	49,081	136,363	57,506	127,938
<u>Enterprise:</u>				
Street Lights	128,915	42,563	86,031	85,447
Water	37,715	215,604	315,982	(62,663)
Water Capitalization Fees	2,377,799	141,200	26,412	2,492,587
Wastewater	6,543,357	485,570	480,826	6,548,101
Wastewater-Reserved	1,171,275	27,500		1,198,775
WWTP Capitalization Fees	1,554,275	211,215		1,765,490
WW Property Mgmt	60,668			60,668
Sanitation	(281,793)	280,090	265,483	(267,186)
Public Parking	(70,621)		3,536	(74,157)
Stormwater Mgmt	102,468	87,454	11,408	178,514
Wastewater Debt Service	1,012,603	151		1,012,754
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	168,545	170,375	168,545	170,375
LID Advance Payments	895	40		935
Police Retirement	1,415,764	15,365	24,102	1,407,027
Sales Tax	1,705	1,422	1,705	1,422
BID	144,909	3,884		148,793
Homeless Trust Fund	402	373	402	373
<b>GRAND TOTAL</b>	<b>\$32,215,505</b>	<b>\$8,398,397</b>	<b>\$9,064,636</b>	<b>\$31,549,266</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SEVEN MONTHS ENDED  
 30-Apr-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2013	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$207,739	\$121,026	58%
	Services/Supplies	12,275	4,369	36%
Administration	Personnel Services	330,656	200,071	61%
	Services/Supplies	69,210	17,885	26%
Finance	Personnel Services	590,947	338,510	57%
	Services/Supplies	85,980	60,640	71%
Municipal Services	Personnel Services	923,631	566,347	61%
	Services/Supplies	437,018	282,740	65%
	Capital Outlay	9,000		
Human Resources	Personnel Services	214,763	125,847	59%
	Services/Supplies	29,200	13,778	47%
Legal	Personnel Services	1,335,864	775,895	58%
	Services/Supplies	93,033	44,268	48%
Planning	Personnel Services	450,912	258,451	57%
	Services/Supplies	24,600	3,038	12%
Building Maintenance	Personnel Services	279,060	156,580	56%
	Services/Supplies	119,359	57,878	48%
	Capital Outlay			
Police	Personnel Services	8,996,923	5,069,161	56%
	Services/Supplies	830,019	422,041	51%
	Capital Outlay	142,749	85,357	60%
Fire	Personnel Services	7,315,937	4,232,415	58%
	Services/Supplies	413,735	218,606	53%
	Capital Outlay			
General Government	Services/Supplies	192,635	192,467	100%
	Capital Outlay	750,000	750,000	100%
Byrne Grant (Federal)	Personnel Services	53,079	87,324	165%
	Services/Supplies	95,998	42,923	45%
	Capital Outlay		59,820	
COPS Grant	Personnel Services	69,819	65,648	94%
CdA Drug Task Force	Services/Supplies	36,700	27,901	76%
	Capital Outlay			
Streets	Personnel Services	1,800,904	1,009,770	56%
	Services/Supplies	589,400	290,795	49%
	Capital Outlay			

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SEVEN MONTHS ENDED  
 30-Apr-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2013	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	182,335	84,935	47%
	Services/Supplies	38,450	6,598	17%
Engineering Services	Personnel Services	508,936	297,743	59%
	Services/Supplies	2,694,600	232,740	9%
	Capital Outlay			
Parks	Personnel Services	1,257,438	652,978	52%
	Services/Supplies	408,450	151,715	37%
	Capital Outlay			
Recreation	Personnel Services	625,654	265,470	42%
	Services/Supplies	138,800	73,814	53%
Building Inspection	Personnel Services	697,044	422,818	61%
	Services/Supplies	24,395	10,477	43%
Total General Fund		<u>33,077,247</u>	<u>17,780,839</u>	<u>54%</u>
Library	Personnel Services	1,004,510	555,288	55%
	Services/Supplies	182,450	90,576	50%
	Capital Outlay	92,000	38,564	42%
CDBG	Services/Supplies	267,325	35,545	13%
Cemetery	Personnel Services	137,465	68,766	50%
	Services/Supplies	86,835	43,028	50%
	Capital Outlay	15,000		
Impact Fees	Services/Supplies	913,133	803,684	88%
Annexation Fees	Services/Supplies	70,000	70,000	100%
Parks Capital Improvements	Capital Outlay	1,870,524	684,112	37%
Insurance	Services/Supplies	264,000	204,539	77%
Cemetery Perpetual Care	Services/Supplies	98,000	56,779	58%
Jewett House	Services/Supplies	42,000	11,499	27%
Reforestation	Services/Supplies	1,500	1,988	133%
Street Trees	Services/Supplies	65,000	19,994	31%
Community Canopy	Services/Supplies	1,500	402	27%
CdA Arts Commission	Services/Supplies	7,000	74	1%
Public Art Fund	Services/Supplies	245,000	41,746	17%
Total Special Revenue		<u>5,363,242</u>	<u>2,726,584</u>	<u>51%</u>
Debt Service Fund		<u>1,381,865</u>	<u>344,158</u>	<u>25%</u>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SEVEN MONTHS ENDED  
 30-Apr-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2013	PERCENT EXPENDED
Govt Way - Dalton to Hanley	Capital Outlay		6,937	
Govt Way - Hanley to Prairie	Capital Outlay	420,000	70,326	17%
Levee Certification	Capital Outlay	250,000	22,643	
15th Street - Lunceford to Dalton	Capital Outlay		1,321	
3rd / Harrison signal	Capital Outlay	100,000	11,621	
15th Street - Harrison to Best	Capital Outlay		5,600	
Total Capital Projects Funds		770,000	118,448	15%
Street Lights	Services/Supplies	570,050	279,518	49%
Water	Personnel Services	1,569,132	892,024	57%
	Services/Supplies	4,167,607	716,313	17%
	Capital Outlay	1,865,550	710,713	38%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,231,295	1,193,073	53%
	Services/Supplies	6,327,788	2,119,507	33%
	Capital Outlay	8,634,600	637,503	7%
	Debt Service	2,133,241	662,922	31%
WW Capitalization	Services/Supplies	879,336		
Sanitation	Services/Supplies	3,285,480	1,954,626	59%
Public Parking	Services/Supplies	222,729	134,708	60%
	Capital Outlay	385,000	326,651	85%
Stormwater Mgmt	Personnel Services	97,846	56,313	58%
	Services/Supplies	526,121	50,971	10%
	Capital Outlay	300,000	2,665	1%
Total Enterprise Funds		34,045,775	9,737,507	29%
Kootenai County Solid Waste		2,200,000	1,090,329	50%
Police Retirement		176,000	102,777	58%
Business Improvement District		156,000	90,000	58%
Homeless Trust Fund		6,100	2,644	43%
Total Fiduciary Funds		2,538,100	1,285,750	51%
TOTALS:		\$77,176,229	\$31,993,286	41%