



Coeur d'Alene

CITY COUNCIL MEETING

AUGUST 17, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
August 3, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room August 3, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

| | | |
|-----------------------|---|----------------------------|
| Mike Kennedy |) | Members of Council Present |
| A. J. Al Hassell, III |) | |
| John Bruning |) | |
| Deanna Goodlander |) | |

| | | |
|-------------------|---|---------------------------|
| Loren Ron Edinger |) | Members of Council Absent |
| Woody McEvers |) | |

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

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

PRESENTATION – PRELIMINARY BUDGET FOR FY 2010-2011: Finance Director, Troy Tymesen, presented the preliminary budget for this coming fiscal year. He noted that the entire Financial Plan will be made available on the City's web site.

RESOLUTION NO. 10-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2010-2011, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2010:

| | FY 2007-08 ACTUAL | FY 2008-09 ACTUAL | FY 2009-10 BUDGET | FY 2010-11 PROPOSED |
|---|----------------------|----------------------|----------------------|------------------------|
| <u>GENERAL FUND EXPENDITURES CON'T</u> | | | | |
| KCJA | 134,123 | 31,425 | 51,640 | 36,700 |
| Fire Department | 5,925,304 | 6,571,246 | 6,774,548 | 7,102,021 |
| General Government | 1,753,124 | 177,830 | 163,250 | 185,750 |
| Engineering Services | 1,408,062 | 1,154,552 | 1,079,341 | 1,161,422 |
| Streets/Garage | 2,377,091 | 2,256,127 | 2,156,686 | 2,092,253 |
| ADA Sidewalk Abatement | | 199,862 | 221,446 | 214,617 |
| Byrne Grant – Police Dept | 45,178 | 42,908 | 87,343 | 249,860 |
| Building Inspection | 827,819 | 828,302 | 833,420 | 764,526 |
| Parks Department | 1,557,127 | 1,689,304 | 1,609,820 | 1,638,267 |
| Recreation Department | 685,308 | 666,949 | 740,302 | 755,512 |
| | | | | |
| <u>TOTAL GENERAL FUND EXPENDITURES:</u> | <u>\$28,313,903</u> | <u>27,497,396</u> | <u>\$28,114,370</u> | <u>\$29,179,331</u> |
| <u>GENERAL FUND EXPENDITURES</u> | | | | |
| Mayor and Council | \$186,003 | \$186,087 | \$197,594 | \$209,702 |
| Administration | 475,023 | 483,273 | 489,105 | 506,414 |
| Finance Department | 750,453 | 704,421 | 753,944 | 685,549 |
| Municipal Services | 1,270,584 | 1,214,384 | 1,285,906 | 1,287,249 |
| Human Resources | 228,540 | 231,749 | 237,634 | 240,728 |
| Legal Department | 1,204,016 | 1,249,399 | 1,320,488 | 1,373,662 |
| Planning | 497,710 | 509,687 | 520,422 | 497,784 |
| Building Maintenance | 399,872 | 387,379 | 391,436 | 406,282 |
| Police Department | 8,552,926 | 8,906,121 | 9,200,045 | 9,396,597 |
| Byrne Grant – Police Dept | -0- | -0- | -0- | 155,186 |
| COPS Grant | 35,640 | 6,391 | -0- | 219,250 |

| | FY 2007-08 ACTUAL | FY 2008-09 ACTUAL | FY 2009-10 BUDGET | FY 2010-11 PROPOSED |
|---|----------------------|----------------------|----------------------|------------------------|
| <u>SPECIAL REVENUE FUND EXPENDITURES:</u> | | | | |
| Library Fund | 1,073,849 | 1,123,653 | 1,185,698 | 1,231,020 |
| CDBG | 18,018 | 64,987 | 304,576 | 336,746 |
| Impact Fee Fund | 512,620 | 1,840,180 | 830,000 | 583,000 |
| Parks Capital Improvement | 618,279 | 1,679,446 | 227,000 | 205,000 |
| Annexation Fee Fund | 230,000 | 400,000 | 200,000 | |
| Self Insurance | 405,313 | 200,717 | 201,243 | 206,925 |
| Cemetery Fund | 294,173 | 562,749 | 238,674 | 271,308 |
| Cemetery Perp Care Fund | 200,024 | 337,961 | 98,500 | 98,500 |
| Jewett House | 31,111 | 18,025 | 17,100 | 17,050 |
| Reforestation | 8,100 | 2,714 | 2,500 | 2,500 |
| | | | | |
| <u>SPECIAL REVENUE FUND EXPENDITURES:</u> | | | | |
| Street Trees | 68,216 | 74,167 | 41,500 | 57,000 |
| Community Canopy | | 1,276 | 1,000 | 1,200 |
| Arts Commission | 6,925 | 7,721 | 6,600 | 6,450 |
| Public Art Funds | 41,217 | 15,524 | 173,000 | 80,300 |
| KMPO | 346,971 | 607,833 | 650,000 | 650,000 |
| <u>TOTAL SPECIAL FUNDS:</u> | <u>3,854,816</u> | <u>6,936,953</u> | <u>4,177,391</u> | <u>3,746,999</u> |
| <u>ENTERPRISE FUND EXPENDITURES:</u> | | | | |
| Street Lighting Fund | 527,048 | 588,045 | 555,571 | 591,321 |
| Water Fund | 7,313,391 | 6,219,581 | 5,910,257 | 6,924,772 |
| Wastewater Fund | 9,685,613 | 13,465,475 | 21,910,819 | 18,915,393 |
| Water Cap Fee Fund | 1,268,589 | 953,730 | 416,240 | 850,000 |
| WWTP Cap Fees Fund | 1,153,372 | 2,482,935 | 1,026,993 | 752,580 |
| Sanitation Fund | 3,054,286 | 3,117,677 | 3,116,772 | 3,118,772 |
| City Parking Fund | 200,775 | 151,354 | 173,957 | 176,957 |
| Stormwater Management | 1,154,574 | 1,456,202 | 1,388,882 | 1,573,460 |
| <u>TOTAL ENTERPRISE EXPENDITURES:</u> | <u>24,357,648</u> | <u>28,434,999</u> | <u>34,499,491</u> | <u>32,903,255</u> |

| | FY 2007-08 ACTUAL | FY 2008-09 ACTUAL | FY 2009-10 BUDGET | FY 2010-11 PROPOSED |
|---|----------------------|----------------------|----------------------|------------------------|
| CAPITAL PROJECTS FUNDS: | 2,215,704 | 2,474,995 | 2,000,000 | 7,853,000 |
| DEBT SERVICE FUNDS: | 2,522,018 | 2,507,705 | 2,153,384 | 1,668,878 |
| <u>GRAND TOTAL OF ALL EXPENDITURES:</u> | <u>\$63,864,071</u> | <u>\$70,379,079</u> | <u>\$73,729,136</u> | <u>\$77,913,463</u> |
| <u>ESTIMATED REVENUES:</u> | | | | |
| Property Taxes: | | | | |
| General Levy | 12,724,817 | 13,810,541 | 14,288,427 | 14,986,403 |
| Library Levy | 1,051,397 | 1,092,641 | 1,154,565 | 1,163,170 |
| Policeman's Retirement Fund Levy | 151,414 | 150,261 | 152,000 | 152,000 |
| Comprehensive Liability Plan Levy | 107,566 | 107,662 | -0- | -0- |
| Fireman's Retirement Fund Levy | 250,000 | 250,000 | 250,000 | 250,000 |
| 2006 G.O. Bond Levy | 995,684 | 990,940 | 972,000 | 1,050,000 |
| <u>TOTAL REVENUE FROM PROPERTY TAXES:</u> | <u>\$15,280,878</u> | <u>16,402,045</u> | <u>\$16,816,992</u> | <u>17,601,573</u> |
| <u>ESTIMATED OTHER REVENUES:</u> | | | | |
| Interfund Transfers | 5,114,994 | 1,961,993 | 4,888,115 | 4,490,614 |
| Beginning Balance | 31,557,473 | 34,172,676 | 27,718,303 | 23,454,350 |
| Other Revenue: | | | | |
| General Fund | 11,573,001 | 11,425,674 | 11,429,726 | 12,093,308 |
| Library Fund | 39,105 | 44,923 | 35,000 | 41,850 |
| Community Development Block Grant | 37,362 | 69,080 | 304,576 | 336,745 |
| Parks Capital Improvement Fund | 173,140 | 172,137 | 129,000 | 139,000 |
| Insurance/Risk Management | 74,638 | 16,862 | 50,000 | 5,000 |
| Cemetery | 129,070 | 147,594 | 152,000 | 151,308 |
| Annexation Fee Fund | 386,251 | 195,665 | 27,000 | -0- |
| <u>ESTIMATED OTHER REVENUES CON'T:</u> | | | | |
| Impact Fee Fund | 818,335 | 692,392 | 518,000 | 518,000 |

| | FY 2007-08 ACTUAL | FY 2008-09 ACTUAL | FY 2009-10 BUDGET | FY 2010-11 PROPOSED |
|---------------------------------|----------------------|----------------------|----------------------|------------------------|
| Jewett House | 8,629 | 10,041 | 8,000 | 7,050 |
| Reforestation | 9,914 | 2,804 | 2,500 | 2,500 |
| Street Trees | 63,320 | 86,647 | 40,000 | 40,000 |
| Community Canopy | 316 | 972 | 1,000 | 1,200 |
| Arts Commission | 5,923 | 5,901 | 6,600 | 6,600 |
| Public Art Funds | 87,169 | 149,918 | 79,000 | 83,055 |
| KMPO | 334,535 | 582,880 | 650,000 | 650,000 |
| Street Lighting Fund | 472,472 | 478,036 | 470,571 | 476,321 |
| Water Fund | 6,408,925 | 4,567,719 | 3,714,570 | 3,768,855 |
| Wastewater Fund | 9,641,907 | 6,332,404 | 14,491,380 | 12,272,716 |
| Water Cap Fee Fund | 588,276 | 534,256 | 270,000 | 308,000 |
| WWTP Capitalization Fees | 1,688,456 | 1,152,645 | 802,740 | 802,740 |
| Sanitation Fund | 3,067,584 | 3,028,689 | 3,053,719 | 3,157,300 |
| City Parking Fund | 166,366 | 185,016 | 129,200 | 126,200 |
| Stormwater Management | 1,310,370 | 1,318,005 | 1,315,000 | 1,322,000 |
| Fiduciary Funds | 2,934,017 | 2,550,351 | 2,558,500 | 2,359,000 |
| Capital Projects Fund | 614,395 | 1,858,982 | 1,000,000 | 7,072,000 |
| Debt Service Fund | 1,439,536 | 1,440,545 | 142,061 | 100,152 |
| SUMMARY: | | | | |
| PROPERTY TAXES | 15,280,878 | 16,402,045 | 16,816,992 | 17,601,573 |
| OTHER THAN PROPERTY TAXES | 78,869,761 | 73,321,246 | 74,066,561 | 73,865,864 |
| <u>TOTAL ESTIMATED REVENUES</u> | <u>\$94,150,639</u> | <u>\$89,723,291</u> | <u>\$90,883,553</u> | <u>91,467,437</u> |

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 9, 2010 and August 16, 2010.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 7th day of September, 2010 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

Motion by Goodlander, seconded by Bruning to adopt Resolution 10-028.

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

PRESENTATION – KTEC (Kootenai Technical Education Campus) PROJECT: Randy Russell and Craig Wilcox, from Kootenai Perspectives, presented the plans for the KTEC School to be located in Rathdrum which is scheduled for a school facilities levy election on August 24th.

PUBLIC COMMENTS:

FALLEN HEROES RIDE: Eric Mesher, 1111 E. Starling Ave., Hayden Avenue, invited the Council to the Fallen Heroes motorcycle ride event.

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

1. Approval of minutes for July 20, 22, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, August 9th at 12:00 noon and 4:00 p.m. respectively.
3. Certifying Delinquent LID's to the County for Inclusion and Collection on the property tax roll.
4. Approval of cemetery lot repurchase from Alice Anderson.
5. Approval of motorized mobile food permit for "The Polka Dot Truck" for operation on city streets.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy announced that CDA TV contractor Jeff Crowe, while taping tonight's meeting, is celebrating his birthday.

COUNCILMAN GOODLANDER: Councilman Goodlander expressed her gratitude to the community for their support during her recent illness.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that a fuel reduction project has begun on the north and east sides of Tubbs Hill. The purpose of the project is to protect Tubbs Hill from catastrophic wildfire. Detours will be used whenever possible, but there may be times when hikers will have to backtrack. Please comply with trail closures and detours and do not remove or tamper with flagging or signage. For more information on this project, please go to the city's website at www.cdaidparks.org or contact the City Urban Forester at 769-2266. There is a new shower facility at City Park which is located near the beach and was funded by Avista. The City received the Patriotic Employer Award for their support of Officer Averiett who recently returned from his tour of duty in Iraq. The Coeur d'Alene Public Library and the Museum of North Idaho have teamed up to host two free screenings of a new film, "Ordeal by Fire," about the fires of 1910 on Sunday, August 15th, at 2:00 p.m. and again at 7:00 p.m. in the Library's Community Room. The 15th Street & Harrison Avenue Signalization Project continues with the removal of existing asphalt. There will be no through traffic during the demolition and underground improvement portion of the project, but there will be detours to side streets. Improvements include the new signal at 15th Street and Harrison Avenue, stormwater mains, new sidewalks and curbing, and the reconstruction of the road surface. For more information, please call Chris Bates at 769-2228 or Denis Grant at 769-2398. Children's movies in the Shirley Parker Story Room at the Coeur d'Alene Public Library are moving to Wednesdays at 1:00 p.m. For a list of the titles, call 769-2315 or visit the library. Two weeks ago the City of

Coeur d'Alene launched its Storm Drain Marking Program, "For the Sake of Our Lake." The Storm Draining Marking Program reminds citizens to NOT dump anything down storm water drains. The Storm Drain Marking Program offers opportunities for everyone to learn how to help reduce pollutants that can enter lakes and rivers from the storm water system. Residential area drains will be stenciled with "Dump No Waste, Flows to Our Lake." Volunteers in residential areas will also be distributing educational materials. For more information, please contact Kim Harrington, Assistant Project Manager, at 769-2214 or on the city's website www.cdaid.org. Idahoans now have access to a new measurement tool that utilities use. Using the meter readings, consumers can estimate the electrical consumption and costs associated with each appliance by the hour, day, week, month, or entire year. This program is made possible through a partnership between the Idaho Commission for Libraries, Idaho Power, Avista Utilities, and Rocky Mountain Power. For more information on the program or for energy-efficiency tips visit www.lili.org/energy or contact Gina Persichini, Idaho Commission for Libraries, 208-334-2150. Riding your bike on the sidewalk can increase your chances of getting in an accident with a motor vehicle. People in cars often don't look for people on sidewalks before turning across an intersection. If you must ride on the sidewalk be sure to go slowly, check every cross street and intersection, cross at crosswalks, and yield to pedestrians. During the hot summer months, it is natural to use more water. We ask our customers to pay attention to how much they use and to take care to not over water. Over-watering your lawn will not improve the quality of its turf. In fact, it can make the grass susceptible to disease and actually promote weed growth. (For residential lawns, daily watering is not required. Also, lawns only need between 1 and 2 inches of water per week – including rainfall). The City of Coeur d'Alene continuously accepts applications for police officer, secretarial/clerical, janitorial, library clerk, and attorney. For applications and job information, visit our website at www.cdaid.org or call the Human Resources Department at 769-2205.

RESOLUTION NO. 10-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH SHARED HARVEST COMMUNITY GARDEN FOR THE RESTORATION, USE, AND MAINTENANCE OF THE JEWETT HOUSE GREENHOUSE AND TO PROVIDE XERISCAPE PLANTS.

Motion by Kennedy, seconded by Bruning to adopt Resolution 10-029.

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

FIRE BOAT ACQUISITION: Chairman Kennedy noted that the boat is available at no cost through FEPP (Federal Excess Property Program) which is administered through the Idaho Department of Lands. The City also has dedicated funds, to the sum of \$25,000 towards the purchase of a fire boat which we will use to upgrade the vessel. The fire department will also aggressively seek grant dollars and continue to utilize FEPP for any needed equipment. A majority of the necessary repairs/upgrades will be accomplished by fire department members and mechanics from our street department. Currently the Fire Department has 100 feet of shoreline to moor the boat at the east side of the 11 St. Marina. It is anticipated they would begin using the boat next season and that Station 3 would be the response team.

Motion by Kennedy, seconded by Bruning to authorize the Fire Department to acquire a fire boat through the Federal Excess Property program. Motion carried.

RESOLUTION NO. 10-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH THE NORTH IDAHO COLLEGE FOUNDATION, INC.

Motion by Hassell, seconded by Kennedy to adopt Resolution 10-039.

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

ORDINANCE NO. 3389
COUNCIL BILL NO. 10-1015

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 14, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.200, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #54; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Kennedy to pass the first reading of Council Bill No. 10-1015.

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

Motion by Kennedy, seconded by Hassell to suspend the rules and to adopt Council Bill No. 10-1015 by its having had one reading by title only.

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

EXECUTIVE SESSION: Motion by Hassell, seconded by Bruning to enter into Executive Session as provided by I.C. 67-2345, § C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; §F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigation but imminently likely to be litigated; and §J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of pending claim or prevention of a claim imminently likely to be filed.

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

The session began at 7:00 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney and Deputy City Administrator.

Matters discussed were those of labor negotiations, litigation and claims. No action was taken and the Council returned to their regular session at 7:30 p.m.

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

The meeting recessed at 7:30 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 10-031

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 EXTENSION OF RIVERSTONE POND AGREEMENT; CHANGE ORDER NO. 1 FOR WWTP PHASE 5B CONSTRUCTION; CDBG FUNDING AGREEMENT WITH WHITEWATER DEVELOPMENT; PURCHASE AND INSTALLATION AGREEMENT FOR ANNIE/PRAIRIE WELL SWITCHES; AND BID AWARD AND CONTRACT WITH GRACE TREE SERVICE FOR PARK TREE MAINTENANCE.

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

- 1) Extension of Riverstone Pond Agreement;
- 2) Change Order No. 1 for WWTP Phase 5B Construction;
- 3) CDBG Funding Agreement with Whitewater Development;
- 4) Purchase and Installation Agreement for Annie/Prairie Well Switches;
- 5) Bid Award and Contract with Grace Tree Service for Park tree Maintenance;

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 e" 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 17th day of August, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

_____ was absent. Motion _____.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: August 9, 2010

FROM: Doug Eastwood, Parks Director

SUBJECT: RIVERSTONE POND MAINTENANCE AGREEMENT
(Council Action Required)

Decision Point:

Recommend to the City Council to renew the Pond Maintenance agreement with SRM and the Riverstone Homeowners Association.

History:

SRM Development constructed a 6 acre pond within their subdivision at Riverstone. Many months were spent negotiating the responsibilities of the pond. This agreement is an extension of the original agreement completed in 2007.

Financial Analysis:

The City does not incur any cost on the pond. SRM and the Riverstone Homeowners Association are responsible for ongoing maintenance and repairs.

Performance Analysis:

The pond is an aesthetic amenity to the subdivision and complimentary to the park. The pond provides a perfect backdrop for weddings, concerts, and other community activities.

Decision Point:

Recommend to the City Council to renew the Riverstone Pond Maintenance agreement.

POND OPERATION, MAINTENANCE AND EASEMENT AGREEMENT

THIS POND OPERATION, MAINTENANCE, AND EASEMENT AGREEMENT (“Agreement”), made and dated this 17th day of August 2010, by and between the City of Coeur d’Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the “City,” with its address at 710 Mullan Avenue, Coeur d’Alene, Idaho 83814, and Riverstone West, LLC, a Washington limited liability company, with its address at 104 South Division Street, Spokane, Washington 99202, hereinafter referred to as the “Developer”.

WITNESSETH:

WHEREAS, the Developer, as part of a planned development known as “Riverstone West”, has agreed to deed certain real property (hereinafter the “Property”) to the City. The legal description of the Property is attached to this agreement as **Exhibit “A”**, which by this reference is incorporated herein; and

WHEREAS, the City has agreed that the Developer may construct and maintain a pond for aesthetic, limited recreational and irrigation purposes on the Property subject to certain conditions; and

WHEREAS, as a condition of the City agreeing to the construction and maintenance of a pond on the property, the Developer was required to enter into an operation and maintenance agreement providing for the continued operation and maintenance of the pond; and

WHEREAS, the City and the Developer and its successors and assigns, including any property owners association, agree that the health, safety, and welfare of the residents of City require that the pond be maintained in a safe and healthful manner.

NOW, THEREFORE, for and in consideration of the City allowing a pond to be developed on the property, the Developer does hereby covenant and agree with the City that the Pond shall be held, operated, maintained, and encumbered pursuant to the covenants and conditions hereinafter set forth;

ARTICLE 1.

DEVELOPMENT AND TRANSFER OF THE PROPERTY

1.1. Development and Transfer of the Property: Developer will develop a pond of approximately 6.13 acres, on the Property as contemplated herein. The pond will be approximately 25 feet deep and used solely for aesthetic, limited recreational activities and irrigation for the Property. Upon substantial completion of the pond, as jointly determined by the parties, Developer will deed the Property (excluding improvements) to the City, via a quit claim deed in a form acceptable to the City.

1.2. Pond Easement: Developer hereby retains an easement for access and maintenance over and across the Property for the purposes of maintaining the Pond and Pond Equipment within the Property subject to the conditions contained in this Agreement (“Pond Easement”). The Pond Easement shall be transferred to the Owner’s Association and shall inure to the benefit of the Owner’s Association on or prior to the expiration of the Term.

1.3. Creation of an Owner’s Association: Developer intends to sell the lots within the Riverstone West development, and transfer the obligations under this Agreement to the purchasers of property in Riverstone West. Developer shall, during that Term, either (i) lawfully establish a homeowner/property owner’s association, or (ii) annex the Riverstone West development into the Riverstone Master Association (hereinafter referred to as the “Owner’s Association,” as applicable). The terms of this Agreement shall be incorporated into and transferred to the Owner’s Association by execution of a Restated Pond Operation, Maintenance and Easement Agreement (“Restated Pond Agreement”) in the form attached hereto as **Exhibit “B”**. The City, upon execution of the Restated Pond Agreement does by that action release Developer from all obligations under this Agreement. Until the Restated Pond Agreement is executed by the Owners Association, the Developer shall remain liable under all terms and conditions of this Agreement notwithstanding the Term of this Agreement as noted in Section 1.4. In the event the City withholds its signature on the Restated Pond Agreement, then this Agreement and all obligations of Developer terminate as of the expiration of the Term. Other than a transfer to an Owners Association which needs no consent, the City reserves the right to approve any assignee of Developer or Developers successors and assigns, said approval to not be unreasonably withheld.

1.4. Term of this Agreement: Subject to Section 1.3, this Agreement between Developer and the City shall terminate as to the Developer upon the execution by the parties of the Restated Pond Agreement, but no later than July 1, 2013 (“Term”).

ARTICLE 2.

WATER RIGHTS AND QUALITY

2.1. Pond Water Quality: Developer will operate the pond, including the liner, aeration and circulation system and all other features (the “Pond”) so that the water quality in the Pond meets or exceeds the following standards for water quality and insect, odor and algae control during the Term:

2.1.1. Pond Water Quality Standards: Water quality must be kept equal to or better than Spokane River Source by use of a Secchi Disk visible at no less than three (3) meters.

2.2. Stormwater Runoff into the Pond: Developer will develop and maintain, during the Term, the surrounding landscape and hardscape surfaces so there will be no run-off of storm water into the Pond.

2.3. Water Quality Testing: Developer will test the Pond water quality three (3) times annually during the Term with at least one (1) test occurring during mid-May, mid-August and mid-October. All test results shall be immediately submitted to the City. The use of a Secchi Disk visible at no less than three (3) meters will establish the quality standard. If any test result shows that the water quality in the Pond has fallen below the standards enumerated at section 2.1.1, Developer will immediately take all necessary steps to bring the water quality back into compliance with the above standards and retest the water.

2.4. Spokane River Water Quality: Developer will design and operate the pond in a manner that ensures that there will be no discharge of pond water into the Spokane River.

2.5. Water Rights: Developer will be solely responsible for acquiring, and maintaining, during the Term, sufficient water rights to fill and operate the Pond for the uses contemplated in this Agreement including irrigating the Property. Developer is also responsible for compliance with all requirements of the Idaho Department of Water Resources during the Term. The parties agree to renegotiate this section once water right ownership is clarified.

ARTICLE 3.

POND OPERATION AND MAINTENANCE

3.1. Ownership of Pond and Pond Equipment: Developer will transfer the Property to the City, but will retain ownership of the liner, aeration and circulation system, and all mechanical apparatus and equipment associated with the Pond (including the fountains as noted in Section 3.4), together with equipment necessary for irrigation including, but not limited to, the pumps, filters, piping and electrical equipment needed to irrigate the Property as contemplated in Section 2.5 and Section 4.3 (“Pond Equipment”).

3.2. Maintenance of Pond and Pond Equipment: During the Term, Developer will also be responsible for operating and maintaining the Pond Equipment. Any and all expenses that may be necessary to maintain the Pond Equipment in good working order, including utility costs, shall, during the Term, be the sole responsibility of Developer. Notwithstanding, the City will be responsible for maintaining the sprinkler distribution system throughout the Property (this does not include the delivery system to the sprinkler distribution system, which shall be the responsibility of the Developer during the Term).

3.2.1. Operation and Maintenance Plan and Inspections: Within thirty (30) days of construction completion the Developer will submit to the City for review and approval an Operation and Maintenance Plan for the Pond. During the Term, Developer shall operate, maintain, repair, and, if necessary, reconstruct the Pond in accordance with the Operation and Maintenance Plan. In addition, the Developer will inspect the Pond and Pond Equipment no later than May 15 of each year and submit the inspection report to the City. Developer will repair, replace or otherwise correct any deficiency noted in the inspection report within thirty (30) days of the inspection.

3.2.2 Leak Detection: Any leak in the Pond liner is to be reported to the City by the Developer during the Term immediately upon detection. Irrigation and evaporation gallonage must balance.

3.3. Removal of Debris: Developer will timely remove and appropriately dispose of any and all debris or litter that might fall or be thrown into the Pond during the Term. In no event will the Developer allow visible debris or litter to remain in the Pond longer than seventy-two (72) hours.

3.4. Pond Fountain Operation: The Pond will be designed to contain fountains that are critical to the aeration of the water and maintenance of water quality in the Pond, which can be affected by warm temperatures. As such, during the Term, Developer must begin operating the fountains between April 1 and May 1 of each year as determined by the City based on the climate. Developer must continue to operate the fountains until October 31 of each year unless the parties mutually agree to an earlier date for shutting down the fountains. During the operational season, the fountains must be in operation each day between the hours of 11:00 am and 10:00 pm.

ARTICLE 4. **USES OF THE POND**

4.1. Remote Control Boats: The pond can be used for small remote control boats not capable of transporting people.

4.2. Canoes, Rafts and Other Floating Devices: The parties acknowledge that the City may allow canoes, rafts and other floating devices on the Pond, at the sole discretion of the City.

4.3. Irrigation Uses: The Pond will be used for irrigation purposes for the Property. There will be no charge of any kind to the City for using the Pond water for irrigation of the Property.

4.4. Aquatic Life: The Pond may be used to support aquatic life (e.g., fish, aquatic plants) only upon the mutual written agreement of the parties hereto.

4.5. Other Uses: Any uses not specifically allowed under this agreement are prohibited unless otherwise agreed by the parties in writing.

ARTICLE 5. **ENCROACHMENT ONTO THE PROPERTY**

5.1. Encroachments by Lot Owners onto the Property: Developer anticipates that the future owners of the lots abutting the Property may wish to build decks or other encroachments onto the Property. Each encroachment must be individually approved by the City Council after a recommendation by the Parks and Recreation Commission.

ARTICLE 6.
PENALTIES FOR BREACH

6.1. Failure to maintain or Repair Facility or Other Violation: If the Developer fails to maintain or repair the Pond and Pond Equipment as set forth herein during the Term, or otherwise violates this Agreement, the City may order the Developer to undertake the necessary repair or maintenance or to correct such violation. If the Developer fails to comply with such order within thirty (30) days from the date thereof, the Developer shall be considered in violation of this Agreement and the City, in its sole discretion may elect to terminate the Pond Easement and/or take whatever steps necessary to place the Pond or Pond Equipment in proper working condition and to charge the costs of such repairs, including administrative costs and a five percent (5%) penalty, to the Developer and/or the owner's association. Except as provided in Section 3.2, it is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Pond or Pond Equipment, and in no event shall this Agreement be construed to impose any such obligation on the City. If the City elects to terminate the Pond Easement, the Developer agrees to remove the Pond and Pond Equipment from the Property within ninety (90) days from the date the City notifies the Developer that the Pond Easement has been terminated. If the Developer fails to remove the Pond and Pond Equipment, the City may elect to do the work and charge the costs of the work to the Developer along with all administrative costs and a twenty-five percent (25%) penalty to the Developer.

6.2. Other Remedies: The City shall have the right to bring an action and recover sums due, damages, seek injunctive relief, and/or such other and further relief as may be just and appropriate. The remedies provided by this Article are cumulative; and are in addition to any other remedies provided by law.

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

ARTICLE 7.
MISCELLANEOUS

7.1. Developer to Hold the City Harmless: The Developer agrees they will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Developer's use of the Property described in Exhibit "A." Developer further agrees to either accept tender of defense from the City or pay City's legal costs, including reasonable attorney fees in the event this Agreement is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

7.2. City to Hold Developer Harmless: To the fullest extent allowed by law, the City agrees they will indemnify, defend and hold the Developer harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the City's use of the Property described in Exhibit "A." City further agrees to either pay Developer's legal costs, including reasonable attorney fees in the event this Agreement is challenged in a court of law as to the indemnity given herein. Payment for Developer's legal costs will be remitted within thirty (30) days after receipt of invoice from the Developer for legal expenses.

7.3. Public Liability Insurance: Developer covenants and agrees to procure and maintain at Developer's expense throughout the Term of this Agreement, public liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars (\$1,000,000.00) per occurrence, from a company or companies approved by the City. Such insurance may not be cancelled or modified without at least thirty (30) days advance written notice to the City, who shall, at its option, be named as an additional insured. Evidence of such insurance shall be furnished to City upon request.

7.4. Time is of the Essence: Time is of the essence in this Agreement.

7.5. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

7.6. Recordation: The Developer further agrees this Agreement shall be recorded by the City.

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

7.8. Compliance with Applicable Laws: The Developer agrees to comply with all applicable laws. The parties agree this Agreement is not intended to replace any other requirement of City code.

7.9. Covenants Run With Land: The covenants herein contained to be performed by the Developer shall be binding upon the Developer and Developer's assigns and successors in interest, and shall be deemed to be covenants running with the Property.

7.10. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

7.11. Developer's Reimbursement for Document Preparation: The Parties agree that the City has utilized substantial staff time to prepare this Agreement, which will benefit the Developer. As such, the Developer will reimburse the City, in the amount of One Thousand and No/100 Dollars (\$1,000.00), for preparing this document.

7.12. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene,

Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

7.14. No Conveyance of Agreement: Developer covenants and agrees that it will not convey, transfer, assign, lease, or otherwise release or relinquish its interest in this Agreement except to the Owner’s Association, in whole or in part, unless and until the City approves of the transfer and the transferee enters into an agreement with the City.

7.15. No Waiver of Breach. In the event of a breach of any term of this Agreement, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided shall not be construed as a waiver thereof or acquiescence of such breach or any future breach.

7.16. Amendments. This Agreement may be amended, revised or modified only by a written document signed by the parties.

7.17. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect. The parties further agree that this Agreement shall not be amended by a change in any law.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk, and Riverstone West LLC caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

RIVERSTONE WEST LLC

By: _____
Sandi Bloem, Mayor

By: _____
_____, _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of August 2010, before me, a Notary Public, in and for the State of Idaho, personally appeared **SANDI BLOEM and SUSAN K. WEATHERS**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of August, 2010 before me, a Notary Public, personally appeared _____, to me known to be the _____ of **RIVERSTONE WEST, LLC**, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

(Seal or Stamp)

Notary Public (Signature)

(Print Name)
My Commission Expires: _____

Legal Description

A tract of land being a portion of Lot 1, Block 2 of Riverstone West (recorded in Book J of Plats at Page 339, records of Kootenai County, Idaho), situated in the East ½ of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the Southwest Corner of said Lot 1; thence along the southerly line of said Lot 1 South 56°46'12" East a distance of 509.61 feet; thence continuing along said southerly line South 57°57'45" East a distance of 606.02 feet; thence leaving said southerly line North 31°30'41" East a distance of 229.06 feet to a point, said point being the REAL POINT OF BEGINNING;

thence South 75°25'46" East a distance of 85.46 feet;
thence North 88°24'09" East a distance of 101.72 feet;
thence North 57°29'41" East a distance of 51.84 feet;
thence North 35°55'54" East a distance of 110.72 feet;
thence North 19°01'08" West a distance of 130.45 feet;
thence North 53°09'33" West a distance of 71.88 feet;
thence North 45°37'39" West a distance of 44.39 feet;
thence North 23°43'08" West a distance of 18.22 feet;
thence North 45°00'32" West a distance of 79.36 feet;
thence North 31°59'31" West a distance of 75.78 feet;
thence North 73°15'47" West a distance of 73.04 feet;
thence North 25°58'46" East a distance of 16.90 feet;
thence North 25°08'13" West a distance of 17.98 feet;
thence North 48°28'18" West a distance of 40.43 feet;
thence North 55°32'50" West a distance of 28.98 feet;
thence North 62°21'41" West a distance of 49.11 feet;
thence North 52°22'38" West a distance of 55.10 feet;
thence South 86°55'13" West a distance of 49.32 feet;
thence South 82°40'33" West a distance of 53.17 feet;
thence South 56°32'26" West a distance of 53.74 feet;
thence South 42°00'58" West a distance of 93.31 feet;
thence South 27°18'16" East a distance of 21.92 feet;
thence South 16°11'12" West a distance of 65.53 feet;
thence South 40°23'54" East a distance of 33.89 feet;
thence South 06°34'47" West a distance of 42.96 feet;
thence South 52°26'43" West a distance of 42.17 feet;
thence South 00°21'03" West a distance of 50.35 feet;
thence South 24°16'25" West a distance of 83.71 feet;
thence South 19°14'51" East a distance of 62.69 feet;
thence South 49°32'48" East a distance of 74.87 feet;
thence South 66°39'04" East a distance of 26.77 feet;
thence North 87°23'54" East a distance of 73.81 feet;
thence North 71°52'02" East a distance of 34.09 feet;
thence North 52°26'24" East a distance of 36.64 feet;
thence North 34°49'58" East a distance of 31.29 feet;
thence North 63°02'30" East a distance of 35.72 feet;
thence North 77°28'30" East a distance of 30.90 feet;
thence South 64°18'05" East a distance of 68.84 feet;

thence South 07°36'02" East a distance of 50.62 feet;
thence South 26°18'07" East a distance of 29.06 feet;
thence South 34°30'46" East a distance of 41.51 feet to the REAL POINT OF BEGINNING.

Comprising 6.13 acres, more or less, subject to all existing easements and rights-of-way of record or appearing on said tract.

EXHIBIT B

RESTATED

POND OPERATION, MAINTENANCE AND EASEMENT AGREEMENT

THIS RESTATED POND OPERATION, MAINTENANCE, AND EASEMENT AGREEMENT (“Agreement”), made and dated this _____ day of August, 2010, by and between the **City of Coeur d’Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the “City,” with its address at 710 Mullan Avenue, Coeur d’Alene, Idaho 83814, and **[name of homeowner’s association]**, with its address at _____, hereinafter referred to as the “Owner’s Association”.

WITNESSETH:

WHEREAS, the City has previously entered into that certain Pond Operation, Maintenance, and Easement Agreement, dated June 1, 2007 (“Original Agreement”), with **Riverstone West, LLC**, a Washington limited liability company, as Developer (hereinafter referred to as “Developer”) ; and

WHEREAS, the parties hereto desire to enter into this Restated Agreement and simultaneously terminate the Original Agreement as to the Developer; and

WHEREAS the City owns certain real property (hereinafter the “Property”) legally described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Developer has constructed a pond for aesthetic, limited recreational and irrigation purposes on the Property subject to certain operation and maintenance conditions with the City; and

WHEREAS, Owner’s Association, by execution of this Restated Agreement, desires to assume all obligations of Developer under the Original Agreement for the continued operation and maintenance of the pond; and

WHEREAS, the City and the Owner’s Association and its successors and assigns, agree that the health, safety, and welfare of the residents of City require that the pond be maintained in a safe and healthful manner.

NOW, THEREFORE, for and in consideration of the assumption by the Owner’s Association of the operation and maintenance of the pond, the Owner’s Association does hereby covenant and agree with the City that the pond shall be held, operated, maintained, and encumbered pursuant to the covenants and conditions hereinafter set forth;

ARTICLE 1.
RELEASE OF DEVELOPER, POND EASEMENT, AND TERM

1.1. Release of Developer: The City hereby releases Developer from any and all obligations and/or liability under the Original Agreement, which Original Agreement is deemed terminated and of no further force and effect.

1.2. Description of Pond: The pond is approximately 6.13 acres and located on the Property. The pond is approximately 25 feet deep and used solely for aesthetic, limited recreational activities and irrigation for the Property (hereinafter the “Pond”).

1.3. Pond Easement: Owner’s Association hereby retains an easement for access and maintenance over and across the Property for the purposes of maintaining the Pond and Pond Equipment within the Property subject to the conditions contained in this Agreement (“Pond Easement”). The Pond Easement shall be perpetual and run with the Property as long as the Pond is located on the Property.

1.4. Transfer Restriction: The City reserves the right to approve any assignee of the Owner’s Association or the Owner’s Association successors and assigns, said approval to not be unreasonably withheld.

1.5. Term of this Agreement: This Restated Agreement between the Owner’s Association and the City shall continue until the (i) termination by the City pursuant to Section 6.1 below; (ii) termination hereof by mutual written agreement of the parties hereto, upon which the parties will record a termination of this Restated Agreement with the Kootenai County Recorder, or (iii) the Pond is no longer situated on the Property (“Term”).

ARTICLE 2.
WATER RIGHTS AND QUALITY

2.1. Pond Water Quality: Owner’s Association will operate the Pond, including the liner, aeration and circulation system and all other features (also referred to as the “Pond”) so that the water quality in the Pond meets or exceeds the following standards for water quality and insect, odor and algae control during the Term:

2.1.1. Pond Water Quality Standards: Water quality must be kept equal to or better than Spokane River Source by use of a Secchi Disk visible at no less than three (3) meters.

2.2. Stormwater Runoff into the Pond: Owner’s Association will maintain, during the Term, the surrounding landscape and hardscape surfaces so there will be no run-off of storm water into the Pond.

2.3. Water Quality Testing: Owner’s Association will test the Pond water quality three (3) times annually during the Term with at least one (1) test occurring during mid-May, mid-August and mid-October. All test results shall be immediately submitted to the City. The use of a Secchi

Disk visible at no less than three (3) meters will establish the quality standard. If any test result shows that the water quality in the Pond has fallen below the standards enumerated at section 2.1.1, Owner's Association will immediately take all necessary steps to bring the water quality back into compliance with the above standards and retest the water.

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3.1. Ownership of Pond and Pond Equipment: Owner's Association will retain ownership of the liner, aeration and circulation system, and all mechanical apparatus and equipment associated with the Pond (including the fountains as noted in Section 3.4), together with equipment necessary for irrigation including, but not limited to, the pumps, filters, piping and electrical equipment needed to irrigate the Property as contemplated in Section 2.5 and Section 4.3 ("Pond Equipment").

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3.2.1. Operation and Maintenance Plan and Inspections: During the Term, Owner's Association shall operate, maintain, repair, and, if necessary, reconstruct the Pond in accordance with the Operation and Maintenance Plan. In addition, the Owner's Association will inspect the Pond and all facilities no later than May 15 of each year and submit the inspection report to the City. Owner's Association will repair, replace or otherwise correct any deficiency noted in the inspection report within thirty (30) days of the inspection.

3.2.2. Leak Detection: Any leak in the Pond liner is to be reported to the City by the Owner's Association during the Term immediately upon detection. Irrigation and evaporation gallonage must balance.

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event will the Owner's Association allow visible debris or litter to remain in the Pond longer than seventy-two (72) hours.

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USES OF THE POND

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- 4.2. Canoes, Rafts and Other Floating Devices: The parties acknowledge that the City may allow canoes, rafts and other floating devices on the Pond, at the sole discretion of the City.
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PENALTIES FOR BREACH

6.1. Failure to maintain or Repair Facility or Other Violation: If the Owner's Association fails to maintain or repair the Pond and Pond Equipment as set forth herein during the Term, or

otherwise violates this Agreement, the City may order the Owner's Association to undertake the necessary repair or maintenance or to correct such violation. If the Owner's Association fails to comply with such order within thirty (30) days from the date thereof, the Owner's Association shall be considered in violation of this Agreement and the City, in its sole discretion may elect to terminate the Pond Easement and/or take whatever steps necessary to place the Pond or Pond Equipment in proper working condition and to charge the costs of such repairs, including administrative costs and a five percent (5%) penalty, to the Owner's Association. Except as provided in Section 3.2, it is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Pond or Pond Equipment, and in no event shall this Agreement be construed to impose any such obligation on the City. If the City elects to terminate the Pond Easement, the Owner's Association agrees to remove the Pond and Pond Equipment from the Property within ninety (90) days from the date the City notifies the Owner's Association that the Pond Easement has been terminated. If the Owner's Association fails to remove the Pond and Pond Equipment, the City may elect to do the work and charge the costs of the work to the Owner's Association along with all administrative costs and a twenty-five percent (25%) penalty to the Owner's Association.

6.2. Other Remedies: The City shall have the right to bring an action and recover sums due, damages, seek injunctive relief, and/or such other and further relief as may be just and appropriate. The remedies provided by this Article are cumulative; and are in addition to any other remedies provided by law.

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

ARTICLE 7. **MISCELLANEOUS**

7.1. Owner's Association to Hold the City Harmless: The Owner's Association agrees they will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's Association's use of the Property described in Exhibit "A." Owner's Association further agrees to either accept tender of defense from the City or pay City's legal costs, including reasonable attorney fees in the event this Agreement is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

7.2. City to Hold Owner's Association Harmless: To the fullest extent allowed by law, the City agrees they will indemnify, defend and hold the Owner's Association harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the City's use of the Property described in Exhibit "A." City further agrees to either pay Owner's Association's legal costs, including reasonable attorney fees in the event this Agreement is challenged in a court of law as to the indemnity given herein. Payment for

Owner's Association's legal costs will be remitted within thirty (30) days after receipt of invoice from the Owner's Association for legal expenses.

7.3. Public Liability Insurance: Owner's Association covenants and agrees to procure and maintain at Owner's Association's expense throughout the Term of this Agreement, public liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars (\$1,000,000.00) per occurrence, from a company or companies approved by the City. Such insurance may not be cancelled or modified without at least thirty (30) days advance written notice to the City, who shall, at its option, be named as an additional insured. Evidence of such insurance shall be furnished to City upon request.

7.4. Time is of the Essence: Time is of the essence in this Agreement.

7.5. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

7.6. Recordation: The Owner's Association further agrees this Agreement shall be recorded by the City.

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

7.8. Compliance with Applicable Laws: The Owner's Association agrees to comply with all applicable laws. The parties agree this Agreement is not intended to replace any other requirement of City code.

7.9. Covenants Run With Land: The covenants herein contained to be performed by the Owner's Association shall be binding upon the Owner's Association and Owner's Association's assigns and successors in interest, and shall be deemed to be covenants running with the Property.

7.10. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

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

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

7.14. No Conveyance of Agreement: Owner's Association covenants and agrees that it will not convey, transfer, assign, lease, or otherwise release or relinquish its interest in this Agreement except to the Owner's Association, in whole or in part, unless and until the City approves of the transfer and the transferee enters into an agreement with the City.

7.15. No Waiver of Breach. In the event of a breach of any term of this Agreement, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided shall not be construed as a waiver thereof or acquiescence of such breach or any future breach.

7.16. Amendments. This Agreement may be amended, revised or modified only by a written document signed by the parties.

7.17. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect. The parties further agree that this Agreement shall not be amended by a change in any law.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner's Association has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

[Name of Owner's Association]

By: _____
Sandi Bloem, Mayor

By: _____
_____, _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of August 2010 before me, a Notary Public, in and for the State of Idaho, personally appeared **SANDI BLOEM and SUSAN K. WEATHERS**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF)
) ss.
County of)

On this _____ day of August 2010 before me, a Notary Public, personally appeared _____, to me known to be the _____ of _____, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public for
Residing At
My Commission Expires:

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 9, 2010
FROM: David E. Shults, Capital Program Manager *D.E.S.*
SUBJECT: Change Order #1 for Contractors Northwest for WWTP Phase 5B

DECISION POINT:

The City Council is requested to approve Change Order #1, for an increased cost of \$48,801 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$10,680,901.

HISTORY:

The City awarded the contract for construction of the Phase 5B improvements to Contractors Northwest in January, 2010. Much progress has been accomplished toward construction of the Phase 5B facilities that include an administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building.

Several changes to the plans and specifications were made by project consultant, HDR Engineering to address issues related to the building permits for the various structures, to add several design details that were omitted from the original plans and specifications, and to accept several credits offered by the contractor for substitutions involving materials. Change Order #1 includes changes costing \$150,482. That amount is reduced by a portion of the amount included in CNI's bid for unanticipated work. The change order work can be accomplished without adding any days to the required completion days for CNI's work.

The change order includes 18 items, all of which are described in the attached letter from HDR. The one item costing the most is for a necessary change in pipeline material and addition of insulation that is significantly different than originally specified. Three other items address issues that were not originally specified, but are necessary. Four items address improvements that the City's building department asserted must be added to comply with building code requirements. Two items include site conditions different than anticipated in the design. Four items are changes that do not impact cost or time. Three items are cost reductions for substitutions of materials and coatings. And one item results in desired uniformity of motor control equipment. HDR and city staff negotiated the elements and costs of the proposed change order, and believe they are fair and reasonable, and that the changes are necessary.

FINANCIAL ANALYSIS:

Phase 5B Construction Cost Estimate

| | |
|---|------------|
| Building Permits | 82,948 |
| Equipment Prepurchase | 125,000 |
| Archeological Monitoring | 7,486 |
| Construction Engineering and Inspection | 1,999,478 |
| Construction Bid | 10,632,100 |
| Construction Change Order #1 | 48,801 |

| | |
|--|----------------|
| <u>Contingency 5%</u> | <u>644,790</u> |
| Total Phase 5B construction project cost | 13,540,604 |

Funding: Construction of Phase 5B is a two year project partially funded by a loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,200,000 cash reserves in the City's Wastewater Fund. The current City budget for this first year in FY 09/10 is \$8,514,436.

DISCUSSION:

The project team encountered several different types of challenges as work began on this 20 month project. The diversity of the change items reflects the challenges, and also reflects the cooperation of the team of contractors, engineers, building officials, plant operators, and loan officials. The contractor moved ahead with construction as designs were revised, and found ways to avoid need for contract time extension. The contractors' initial bid price includes four bid items for various types of unanticipated work that total \$212,100, and would only be authorized if needed. A \$101,681 credit for specific types of additional work is applied to the \$150,482 total value of the changes in C.O. #1, which results in a net increase to the CNI construction contract of \$48,801. A balance of \$110,419 remains from the bid items for unanticipated work, that is available for future change orders for this project.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #1, for an increased cost of \$48,801 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$10,680,901.

Attachment

c. Katy Baker

IDEQ, Cd'A

des1404



CHANGE ORDER NO. 1

OWNER: City of Coeur d'Alene, ID

DATE: July 29, 2010

CONTRACTOR: Contractors Northwest, Inc.

HDR PROJECT NO.: 134317

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

CONTRACT DATE: January 19, 2010

CONTRACT PERIOD: February 24, 2010 to July 29, 2010

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

Provide all materials, labor and equipment necessary for the work outlined in CPR Nos. 002, 006, 007, 009, 010, 013, 015, 016, 019, 025, 029, 031, 036, 037, 041, 046, 047 and 048.

The cost summary of this Contract modification is as follows:

| CPR | Description | Cost |
|--|---|---------------------|
| 002 | Hot Water System Pipe Material Change and Buried Pipe Insulation | \$104,475.00 |
| 006 | Stair Toe-kick Plate | \$0.00 |
| 007 | Site Grading and Paving Changes | \$37,410.00 |
| 009 | Operations Control Center Mezzanine Permit Changes | \$0.00 |
| 010 | Additional Tree Demolition | \$2,273.00 |
| 013 | Digester No. 5 Permit Changes | \$858.00 |
| 015 | Biogas Control Building Permit Changes | \$0.00 |
| 016 | Administration Laboratory Building Fire Piping Modifications | \$23,288.00 |
| 019 | Fire System Site Modifications | \$13,313.00 |
| 025 | Joist Coating Credit | (\$22,300.00) |
| 029 | Administration Laboratory Building Elevator Mechanical Room Modifications | \$2,333.00 |
| 031 | Builder's Risk Insurance Addition | \$12,137.00 |
| 036 | Air Handling Unit Coating Credit | (\$52,039.00) |
| 037 | Ductwork Material Modification | (\$4,751.00) |
| 041 | Administration Laboratory Building Scroll Chiller Modifications | \$1,674.00 |
| 046 | Operations Control Center Air Handling Unit Modifications | \$12,817.00 |
| 047 | Disadvantaged Business Enterprise Requirements for CWSRF ARRA Loan | \$0.00 |
| 048 | Motor Control Center Equipment Standardization | <u>\$18,994.00</u> |
| CHANGE PROPOSAL REQUESTS TOTAL AMOUNT | | \$150,482.00 |

UTILIZATION OF ADDITIONAL WORK BID ITEMS

| | |
|--|--------------------|
| Bid Item No. 5 – Additional Concrete Work (Section 13922) | \$14,500.00 |
| -CPR 007 (Applicable portions including Contractor's Fee) | \$2,060.00 |
| -CPR 019 (Applicable portions including Contractor's Fee) | <u>\$3,527.00</u> |
| Remaining Portion of Bid Item No. 5 | \$8,913.00 |
| | |
| Bid Item No. 6 – Additional Underground Utilities Work (Section 13933) | \$50,100.00 |
| -CPR 002 (Applicable portions including Contractor's Fee) | <u>\$50,100.00</u> |
| Remaining Portion of Bid Item No. 6 | \$0.00 |
| | |
| Bid Item No. 7 – Additional Mechanical Work (Section 13944) | \$27,000.00 |
| -CPR 002 (Applicable portions including Contractor's Fee) | \$3,712.00 |
| -CPR 016 (Applicable portions including Contractor's Fee) | <u>\$23,288.00</u> |
| Remaining Portion of Bid Item No. 7 | \$0.00 |

| | |
|---|-----------------------|
| Bid Item No. 8 – Additional Electrical and Instrumentation Work (Section 13955) | \$120,500.00 |
| -CPR 048 (Applicable portions including Contractor's Fee) | <u>\$18,994.00</u> |
| Remaining Portion of Bid Item No. 8 | \$101,506.00 |
| TOTAL ADDITIONAL WORK BID ITEMS | \$212,100.00 |
| TOTAL UTILIZATION OF ADDITIONAL WORK BID ITEMS | <u>(\$101,681.00)</u> |
| REMAINING ADDITIONAL WORK BID ITEMS | \$110,419.00 |

CHANGE ORDER SUMMARY

Contract Price:

| | | |
|---|----------------|------------------------|
| Contract Price prior to this Change Order | | \$10,632,100.00 |
| -Change Proposal Request total | \$150,482.00 | |
| -Utilization of Additional Work Bid Items | (\$101,681.00) | |
| Net Increase/Decrease of this Change Order | | <u>\$48,801.00</u> |
| Revised Contract Price with all Approved Change Orders | | \$10,680,901.00 |

Contract Time:

| | Substantial Completion of Bid Item Nos. 2 and 3 | Substantial Completion of All Work | Final Completion of All Work |
|--|---|--|---------------------------------|
| Contract Time Prior to this Change Order | 365 Calendar Days | 550 Calendar Days | 590 Calendar Days |
| Net increase of this Change Order | 0 | 0 | 0 |
| Revised Contract Time With All Approved Change Orders | 365 Calendar Days | 550 Calendar Days | 590 Calendar Days |

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

Accepted for Contractor By: _____ Date: _____

Approved for HDR Engineering, Inc. By  Date: July 29, 2010

Approved for Owner By: _____ Date: _____

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

July 29, 2010

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

**RE: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements
Change Order No. 1 for Contractors Northwest, Inc.**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 1 for the above referenced project. This Change Order incorporates the Change Proposal Requests (CPRs) attached to this letter of transmittal and as summarized below:

CPR No. 002 – Hot Water System Pipe Material Change and Buried Pipe Insulation.

This Change Proposal Request involved providing the necessary materials, labor and equipment to change the hot water system piping from chlorinated polyvinyl chloride (CPVC) to welded carbon steel material and install pour in place insulation fill for the buried hot water supply and return piping. After discussions with City staff, it was determined that changing the hot water supply piping material to welded carbon steel would provide a system with a known successful installation history, less installation issues and easier regular maintenance requirements (provided an appropriate circuit water treatment system is installed). This change item was an additional cost of \$104,475.00, with the majority of the change item cost associated with the addition of the pipeline poured-in-place insulation and associated additional excavation for the insulation fill. Of this additional cost, \$50,100.00 was applied to Bid Item No. 6 – Additional Underground Utilities Work (Section 13933) and \$3,712.00 was applied to Bid Item No. 7 – Additional Mechanical Work (Section 13944). A change to the contract duration was not required with this change item.

CPR No. 006 – Stair Toe Kick Plate. This Change Proposal Request involved providing the necessary materials, labor and equipment to add toe-kick plates to stair steps as required to address comments from the Coeur d'Alene Building Department during the building permit review process. A code variance request was submitted to the Building Department to only

require toe-kick plates on stair steps that will be accessible to the public. The Administration Laboratory Building is the only new building that will be accessible to the public and toe-kick plates were included in the bid documents. Subsequent to the approval of the majority of the individual facility Building Permits, a variance from adding kick plates to the stairs serving the other project facilities, other than the Administration Laboratory Building, was granted by the Building Department. Therefore, this change item resulted in no additional cost or contract duration extensions to the project.

CPR No. 007 – Site Grading and Paving Changes. This Change Proposal Request involved providing the necessary materials, labor and equipment to modify the site paving and grading to address comments from the Coeur d'Alene Building Department during the building permit review process. Changes included developing a revised grading plan for the area around the Administration Laboratory and Collection Maintenance Garage and providing additional asphalt pavement to collect the storm drainage and direct it to grassy swales and drywells in lieu of draining to the wastewater collections system. Associated underground piping changes were also required. Handicap parking issues were also addressed. This change item was an additional cost of \$37,410.00. Of this additional cost, \$2,060.00 was applied to Bid Item No. 5 – Additional Concrete Work (Section 13922). An extension to the contract duration was not included with this change item.

CPR No. 009 – Operations Control Center Mezzanine Permit Changes. This Change Proposal Request involved providing the necessary materials, labor and equipment to clarify the type of anchor bolts, guardrail details and handrail details as required to address comments from the Coeur d'Alene Building Department during the building permit review process. This change item was no additional cost. An extension to the contract duration was not included with this change item.

CPR No. 010 – Additional Tree Demolition. This Change Proposal Request involved providing the necessary materials, labor and equipment to remove additional trees and stumps identified after the start of construction. This change item was an additional cost of \$2,273.00. An extension to the contract duration was not included with this change item.

CPR No. 013 – Digester No. 5 Permit Changes. This Change Proposal Request involved providing the necessary materials, labor and equipment to clarify the guardrail and handrail details as required to address comments from the Coeur d'Alene Building Department during the building permit review process. Additionally, tread and riser information was clarified. This change item was an additional cost of \$858.00. An extension to the contract duration was not included with this change item.

CPR No. 015 – Biogas Control Building Permit Changes. This Change Proposal Request involved providing the necessary materials, labor and equipment to clarify the guardrail and handrail details, revise the code analysis, and correct architectural foundation details as required to address comments from the Coeur d'Alene Building Department during the building permit review process. This change item was no additional cost. An extension to the contract duration was not included with this change item.

CPR No. 016 – Administration Laboratory Building Fire Piping Modifications. This Change Proposal Request involved providing the necessary materials, labor and equipment to provide fire sprinklers downstream from the Fire Department Connection, alarm valve, fire service line and associated accessories. The design intent was to include fire sprinklers for the Administration Laboratory Building as specified in Section 15300. This change item was an additional cost of \$23,288.00. All of this additional cost was applied to Bid Item No. 7 – Additional Mechanical Work (Section 13944) resulting in no additional cost to Change Order No. 1. An extension to the contract duration was not included with this change item.

CPR No. 019 – Fire System Site Modifications. This Change Proposal Request involved providing the necessary materials, labor and equipment to modify the fire system supply piping to the Administration Laboratory Building as requested by the City Fire Department and City Water Department during the permit review process. The changes included re-location of the fire water supply pipeline to connect direct from the City water main to the Administration/Laboratory Building along Hubbard Avenue, addition of an OS&Y valve at the property line for fire line isolation, installation of a fire department connection pipeline for the building sprinkler system that extends to the property line along Hubbard Avenue, and addition of a drain valve and associated vault for the fire department connection at the property line. This change item also includes a credit offset for reduction of the fire water supply pipeline from 6 IN to 4 IN and a similar reduction in the size for the reduced pressure backflow preventer installed on the fire water service pipeline. This change item was an additional cost of \$13,313.00. Of this additional cost, \$3,527.00 was applied to Bid Item No. 5 – Additional Concrete Work (Section 13922). An extension to the contract duration was not included with this change item.

CPR No. 025 – Joist Coating Credit. This Change Proposal Request involved providing the necessary materials, labor and equipment to modify the painting requirements for the steel joists. For all structures except the Digester No. 5 Cupola, the manufacturer's standard primer was accepted provided the specified top coat was still utilized. For Digester No. 5 Cupola the steel joists were allowed to be hot-dipped galvanized at the contractor's discretion. This change item was a *credit* of \$22,300.00. A change to the contract duration was not included with this change item.

CPR No. 029 – Administration Laboratory Building Elevator Mechanical Room Modifications. This Change Proposal Request involved providing the necessary materials, labor and equipment to modify the Elevator Mechanical Room to address comments from the Idaho Division of Building Safety during the elevator permit review process. The Elevator Mechanical Room door was changed from wood to metal to provide the necessary 1-hour fire rating and a fire extinguisher was added. Additionally, HVAC changes were required to increase the cooling capacity to the room due to the higher than anticipated heat load from the mechanical equipment. This change item was an additional cost of \$2,333.00. A change to the contract duration was not included with this change item.

CPR No. 031 – Builder’s Risk Insurance Addition. This Change Proposal Request involved providing an All Builder’s Risk Property Insurance policy for the entire contract price of the contract. This change item was an additional cost of \$12,137.00. A change to the contract duration was not included with this change item.

CPR No. 036 – Air Handling Unit Coating Credit. This Change Proposal Request involved providing the necessary materials, labor and equipment to revise the coatings system for the air handling units (AHU) and air conditioning unit (ACU) to the manufacturer standard for the Administration Laboratory Building and Maintenance Garage, and a field applied coatings for the units to be installed within the process areas. Addition manufacturer standard features, such as fan modules and access panels, were allowed to further increase the available credit. This change item was a *credit* of \$52,039.00. A change in contract duration was not required with this change item.

CPR No. 037 – Ductwork Material Modification. This Change Proposal Request involved providing galvanized steel duct in lieu of aluminum for the Administration/Laboratory Building, the office and locker room areas of the Collections Maintenance Garage and the Operations Control Center. This change item was suggested by the Contractor as a cost savings measure to reduce the duct materials cost in areas where corrosive conditions are not expected. This change item was a *credit* of \$4,751.00. A change in contract duration was not included with this change item.

CPR No. 041 – Administration Laboratory Building Scroll Chiller Modifications. This Change Proposal Request involved providing the necessary materials, labor and equipment to modify the chiller system for the Administration/Laboratory to prevent short cycling under low load conditions. This change item includes modifications to add a chilled water storage tank and change the specified factory assembled chiller to a fabricated chiller using a Carrier base unit meeting the project specifications at a lower cost for the chiller. This change item resulted in a slightly higher additional cost of \$1,674.00 associated with the additional chilled water storage tank. An extension to the contract duration was not included with this change item.

CPR No. 046 – Operations Control Center Air Handling Unit Modifications. This Change Proposal Request involved providing the necessary materials, labor and equipment to provide a new air handling unit (AHU) for the Operations Control Center in lieu of relocating the existing AHU as planned in the original design. The existing heating and cooling coils and ancillary items will be relocated rather than replaced. Additionally, the existing AHU and ductwork will be removed from beneath the Operations Control Center and disposed. This change item was an additional cost of \$12,817.00. An extension to the contract duration was not included with this change item.

CPR No. 047 – Disadvantaged Business Enterprise Requirements for CWSRF ARRA Loan. This Change Proposal Request involved providing the necessary labor to add additional disadvantaged business enterprise requirements requested by the State of Idaho associated with the City's State Revolving Fund Loan. The requirements include additional certifications and recording paperwork the Contractor is required to complete in addition to the paperwork included in the original Contract. This change item was no additional cost. A change to the contract duration was not required by this change item.

CPR No. 048 – Motor Control Center Equipment Standardization. This Change Proposal Request involved providing the necessary materials, labor and equipment to provide Motor Control Center MCC-7801 as a Siemens product in lieu of the Cutler-Hammer product as bid by the electrical sub-contractor. This change item was requested for the following reasons: utilizing the same manufacturer for the smart MCC simplifies the hardware and software integration; a single source of supply will eliminate the startup issues the team has when utilizing disparate manufacturers' equipment; third party "black box" interfaces will not be required for the PLC/SCADA system to communicate directly with the MCC because of the common manufacturer source of supply; Siemens MCC's are already on-site, so this change will minimize the necessity to purchase or stock additional spare parts; the operators have experience with the existing Siemens MCC's, so there will be a minimum of additional training required; and utilizing PLC's, intelligent overloads, and motor control centers from the same manufacturer provides a single point of reference for troubleshooting and warranty issues that might arise in the future. This change item was an additional cost of \$18,994.00. All of this additional cost was applied to Bid Item No. 8 – Additional Electrical and Instrumentation Work (Section 13955) resulting in no additional cost to Change Order No. 1. An extension to the contract duration was not included with this change item.

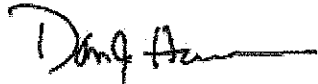
Mr. Dave Shults
Page 6

The total for the recommended Change Proposal Requests included in Change Order No. 1 is \$150,482.00. However, \$101,681.00 of these change items was applied to the Additional Work Bid Items (Bid Items Nos. 5 to 8). This results in a contract price increase of \$48,801.00 to the original contract price of \$10,632,100.00, resulting in a new contract price of \$10,680,901.00. The original contract duration as described in the Agreement remains unchanged.

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

Sincerely,

HDR ENGINEERING, INC.



Dan J. Harmon, P.E
Project Manager

- c. Mike Zeltner, HDR Engineering, Inc.
- Dave Thompson, HDR Engineering, Inc.
- David Keil, HDR Engineering, Inc.
- Don McIntosh, Contractors Northwest, Inc.

Enclosures. Change Order No. 1 w/ associated CPRs

MEMORANDUM

TO: MAYOR BLOEM AND THE CITY COUNCIL
DATE: AUGUST 11, 2010
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: APPROVAL OF A DEVELOPMENT AGREEMENT WITH WHITEWATER DEVELOPMENT FOR LAND ACQUISITION THROUGH A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

DECISION POINT:

- To authorize a development agreement with Whitewater Development for the development of the 50-unit Mill River Senior Apartment complex, through funding in CDBG 2009 and 2010 Annual Action Plans, totaling \$240,000.

HISTORY: The City of Coeur d'Alene authorized amendments to the 2009 and 2010 CDBG action plans through a public hearing held July 6, 2010. As amended the 2009 Action Plan, allocated \$100,000 toward the Seltice Way land acquisition project, as well as allocating \$100,000 for the land acquisition project in the 2010 Action Plan. The Mill River Senior Apartment project was awarded tax credit financing based on the City's and LCDC participation in the project. As a result, this project was one of two projects funded throughout the state of Idaho during this tax credit allocation round. Units are available for seniors 55+ years of age 50 units, 39 units will be reserved for LMI citizens (predominately 40%-50% median income households), and 10 units will be at market rate. The tax credit programs requires units to be LMI up to 25 years, the state requires an additional 15, leaving this facility as affordable for 40 years. The City will monitor two units through the CDBG funding cycle.

The City of Coeur d'Alene conducted a competitive RFP process for the Plan Year 2010 and 2011 community grant dollars. The process included the submittal of a grant application, review by the Ad Hoc Committee (March 25 and 26, 2010) and recommendations of the Ad Hoc Committee authorized at the June 1, 2010 City Council meeting, and further approved at the public hearing held July 6, 2010.

These amendments included a 30-day public comment period, wherein no comments were received.

The total budget for the project is \$7,008,281. The project will meet HUD's National Objective of benefitting low-to-moderate income persons.

FINANCIAL: The applicant has requested that the City grant the use of the funds as a loan, due to tax credit program funding requirements. Therefore, the City is proposing the grant be received as an 18 year 0% interest, with no hard payments, due at the end of the 18-year term. Funding for the project will be paid out of the budgeted CDBG line item, as follows:
PY 2009 Land acquisition; Mill River Apartments \$100,000.00
PY 2010 Land acquisition; Mill River Apartments \$100,000.00

PY 2010 Mill River Senior Apartments: \$40,000.00 for architect and engineering costs

PERFORMANCE ANALYSIS: Authorizing this agreement will allow the Mill River Senior Apartment project to move forward with land acquisition and permit approval, which will allow construction to begin prior to winter.

DECISION POINT/RECOMMENDATION:

- To authorize a development agreement with Whitewater Development for the development of the 50-unit Mill River Senior Apartment complex, through funding in CDBG 2009 and 2010 Annual Action Plans, totaling \$240,000.

AGREEMENT FOR CDBG GRANT FUNDS FOR MILL RIVER SENIORS LLC

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and MILL RIVER SENIORS, LLC., an Idaho limited liability company, whose mailing address is: P.O. Box 1478, Hayden, Idaho, 83835-1478, hereinafter referred to as "Owner."

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

The key contact for the CITY is Nelle Coler, Grant Administrator, Panhandle Area Council.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD") grants from the Community Development Block Grant Program, identified as No. B-09-MC-16-0007 and B-10-MC-16-0007 (the "CDBG Grants.") From these CDBG Grants the CITY is awarding \$240,000.00 (two hundred forty thousand dollars) to Owner for land acquisition and architecture and engineering activities. Owner will acquire property (approximately 6.0 acres) at the 4000 Block of W. Seltice Way, Coeur d'Alene. A description of the property is attached hereto as Exhibit "A" and by this reference is incorporated herein. The company will develop and manage an affordable senior rental community, Mill River Senior LLC, consisting of 39 units for low-income seniors, 10 market rate units, and one onsite manager unit, a community building and associated infrastructure. The 39 units designated for low-to-moderate income seniors (55+) will consist of 6 one-bedroom and 33 two-bedroom units predominantly servicing the 40%, 45% & 50% AMI (average median income) households. The project is more fully described in the "Scope of Work" attached hereto as Exhibit "B" and by this reference incorporated herein.

2. Loan Amount. The maximum amount of the CDBG grant funds to be loaned to Owner under this Agreement is \$240,000.00 (two hundred forty thousand dollars), referred to herein as the "loan funds." The loan funds will be loaned to the Owner in two loans, i.e., \$200,000 and \$40,000, respectively, as provided for in the Promissory Notes and Deed of Trust attached hereto as Exhibit "C," and by this reference incorporated herein. Owner will provide the management resources, professional services, staff, and office supplies needed for the project.

3. Budget. Owner shall adhere to the CDBG Budget–Use of Funds outlined in Exhibit "B" unless otherwise amended in writing by Owner and the CITY. In the event costs exceed these loan funds, Owner is responsible for funding any and all additional costs. The CITY will not provide additional funds to pay any costs in excess of \$240,000.00 (two hundred forty thousand dollars). The Owner will immediately repay to the City any amount of the loan funds that the City reasonably determines have been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

4. Permits. All permits and inspections required by the City of Coeur d'Alene and all other applicable jurisdictions must be obtained by Owner in accordance with code requirements.

5. Payments. Owner may request loan funds up to 100% of the value of property acquired or work performed for all items in the CDBG Budget-Use of Funds. All requests shall be supported by

appropriate documentation such as receipts, billings, invoices, timesheets or other similar documents. The request must be submitted monthly to PAC for review and include a detailed, itemized numbered invoice including the date, project name, name and address of the party to whom payment should be made, the activities completed, dates of completion, location of activities, and any additional information required by the grant-funding agency. PAC will verify the information, process the request and submit the invoice to the CITY for payment.

6. Insurance. Owner warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least two million dollars (\$2,000,000).

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

8. Environmental. Owner shall comply with any HUD environmental regulations and with the Water Pollution Control Act, Clean Air Act, National Historic Preservation Act, Flood Disaster Protection Act, Lead Based Paint Regulations, and shall comply with all inspection, reporting, monitoring, and requirements of environmental regulations. The Environmental Assessment was prepared by Tracy Drouin, Idaho Housing and Finance Association and approved by Julie Williams. The EA resulted in a Finding of No Significant Impact; the Release of Funds was issued July 13, 2010 by Doug Carlson, Director, Community Planning and Development, HUD Office, Portland, Oregon.

9. Real Property Acquisition, Relocation and Disposal. Acquisition activities are governed by the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act or URA), 49 CFR Part 24. The location of the planned Mill River Seniors Apartments, 4000 Block of Seltice Way, Coeur d'Alene, Idaho is a vacant parcel; there has not been, nor will there be, displacement of any persons as a result of this project.

10. Clear Title. Owner will provide to the CITY proof of issuance of an ALTA Title Policy including protection against mechanics and other liens and guaranteeing the property to be free and clear of exceptions other than the mortgage liens and standard and customary exceptions.

11. Procurement Standards and Methods. Since, funding for this project is provided by federal, state and local public sources, Owner shall use procurement and purchasing standards related to expenditures approved on Exhibit "B" that comply with the most stringent of these entity's applicable rules and regulations.

12. Termination of Agreement. The CITY may at any time terminate this agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up the date of the termination. If the CITY terminates this agreement for cause, the

CITY will not make any payments for work completed in violation of this agreement. If for any reason the Agreement is terminated, Owner agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to Owner for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Remedies. Regardless of the successful completion of construction of the Mill River Senior Apartments, Owner agrees to reimburse the CITY the entire amount of the grant if the project goal and the National Objective are not met as stated in the CDBG Scope of Work. The project goal is to develop a 50-unit apartment complex on vacant land to provide senior housing; the National Objective is to benefit low-to-moderate income persons. The National Objective will be met when two 2-bedroom housing units are occupied by LMI persons.

14. Financial and Progress Reports. In the performance of this Agreement, Owner shall keep books, records and accounts of all of Owner's activities related to the provisions of this Agreement. On a monthly basis, and at project completion, Owner shall submit to PAC a financial report that details costs incurred by line item as described in the project budget (Exhibit "B"). Owner acknowledges that the CITY is required to submit to HUD interim performance reports, and therefore Owner agrees to submit to PAC, monthly performance reports in the format provided by PAC and to provide any and all information which the CITY may need or request in preparing the CITY's interim performance reports to HUD. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to PAC at the conclusion of the project. The project cannot be closed out until the National Objective is met, occupancy of two 2-bedroom units by low-to-moderate income persons. It is understood that Owner has additional reporting requirements pursuant to other project funding; Owner will be solely responsible for those requirements.

15. Record Keeping. Owner shall keep sufficient records, files, accounting records and documentation to track expenditures as they relate to this loan. It shall keep records sufficient to document purchases are in accordance with procurement policies. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained.

16. Client Data. Client information collected under this agreement is private and the use or disclosure such information is prohibited when not directly related to responsibilities and requirements under this agreement unless written consent is first obtained from the client.

17. Amendments to this Agreement. Owner understands and agrees that no change shall be made to the nature or purpose of the project and this agreement and that no changes shall be made in the budget, loan documents, the scope of work, or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend the agreement to reflect changes in the program requirements, regulations or law.

18. Subcontracts. Owner shall seek CITY approval prior to entering into any subcontracts for activities funded with CDBG dollars under this Agreement. Owner shall notify PAC to request

approval by the CITY. These subcontracts shall contain all the requirements of this agreement. Amendments to subcontracts shall have both the CITY's and Owner's approval before they are effective amendments. All agreements and subcontracts must comply with all applicable state and federal laws and regulations.

19. Audit and Monitoring. Owner acknowledges that the CITY is required pursuant to the Grant Agreement to provide HUD an annual financial audit in accordance with OMB Circular A-128 and the Single Audit Act of 1984. To assist the CITY in preparing the required annual financial audits and all other reporting requirements of the CITY, Owner shall provide through the last fiscal year in which loan funds are expended any and all information necessary to or requested by the CITY in preparation of any annual audit or other reporting requirement. The CITY, PAC and HUD may monitor and make periodic inspections of the project and all of Owner's books and records shall be available to the CITY and to HUD during regular working hours. These books and records shall be maintained for at least four (4) years following the project closeout. The CITY, Representatives of the Secretary of Housing and Urban Development (HUD), the inspector general or the general accounting office shall have access to all books, accounts, reports, files, and other papers, things or property belonging to or in use pertaining to the administration of the loan funds pursuant to this Agreement.

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

22. Indemnification. Owner waives any and all claims and recourse against the CITY or its employees, officers and agents, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Owner's performance of this agreement except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, Owner will indemnify, hold harmless, and defend the CITY and its employees, officers and agents against any and all claims, demands, damages, costs, expenses or liability arising out of Owner's performance of this agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees.

23. Conflict of Interest. Owner warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the award of this agreement that would conflict in any manner or degree with the performance of its services hereunder. Owner further covenants that, in performing this agreement, it will employ no person who has any such interest.

24. Relationship of Contracting Parties. This Agreement does not establish an employer- employee relationship between the parties.

25. Closeout. Owner's obligation to the CITY under this agreement shall not end until the project National Objective met; two 2-bedroom housing units constructed and occupied by LMI persons.

26. Construction and Venue. This agreement will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Kootenai, State of Idaho.

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

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

Owner certifies that no funds provided by this agreement shall be used by personnel employed in the activities funded under this agreement for political activities, lobbying, political patronage or nepotism.

Owner further agrees that funds provided under this agreement will not be used for religious activities such as worship, religious instruction or proselytizing.

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

Being in agreement and in witness thereof, we set our signature to this agreement.

CITY of Coeur d'Alene

Dated: _____ *By:* _____

Sandi Bloem, Mayor
City of Coeur d'Alene, Idaho

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of August 2010, before me, a Notary Public, in and for the State of Idaho, personally appeared **SANDI BLOEM and SUSAN K. WEATHERS**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

Dated: _____

By: _____

Todd Prescott
Mill River Seniors LLC
By: Mill River Associates LLC , its managing member
By: Whitewater Development LLC, its member
MILL RIVER SENIORS LLC

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this _____ day of August, 2010, before me, the undersigned, a Notary in and for said County, personally appeared Todd Prescott, known to me to be a Member of Whitewater Development LLC, an Idaho limited liability company, and the Managing Member of Mill River Associates LLC, an Idaho limited liability company and the Managing Member of Mill River Seniors LLC, an Idaho limited liability company, and acknowledged to me that she executed the within instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

(S E A L)

NOTARY PUBLIC For Idaho
Residing at _____, therein
My Commission Expires: _____

Exhibit A

Property Description

BEGINNING at the South Quarter corner of said Section 4, Township 50 North, Range 4 W.B.M., thence

Along the East line of the Southwest Quarter of said Section 4, North 1°34'41" West 827.71' to a point on the Northerly right of way line of U.S. Highway 10 and the TRUE POINT OF BEGINNING; thence

Continuing along said East line, North 1°34'41" West, 605.19' to the Southerly right of way line of U.S. Interstate Highway 90; thence

Along said right of way line, North 74°10'54" West, 426.19 feet to the Northwest corner of the herein described parcel; thence

Along a line parallel with the West line of the Northeast Quarter and Southeast Quarter of the Southwest Quarter said Section 4, South 1°27'18" East, 560', more or less, to the Northerly right of way line of U.S. Highway 10; thence

Southeasterly along said right of way line, 446' more or less, to the TRUE POINT OF BEGINNING, said point bears South 68°38'38" East, 442.92' from the aforesaid point;

EXCEPT any portion which may lie within property deeded to Edmund C. Ziegler and Kimberly A. Ziegler, husband and wife by document recorded April 29, 1996 under Instrument No. 1443655, described as follows:

COMMENCING at the Southwest corner of the Northeast quarter of the Southwest quarter of said Section 4 according to an unrecorded survey per P.E. No. 3451 dated May 31, 1978; thence

South 00° 00' 48" West along the West line of the Southeast quarter of the Southwest quarter a distance of 60.84 feet to the Northerly right of way of Seltice Way; thence

Along said right of way South 73° 03' 05" East a distance of 336.69 feet to a ½ inch rebar being the TRUE POINT OF BEGINNING; thence

North 00° 07' 58" East a distance of 267.88 feet; thence

North 52° 06' 21" East a distance of 364.94 feet to the Southerly right of way of U.S. Highway 90; thence

Along said right of way South 72° 42' 48" East a distance of 323.07 feet; thence

South 33° 05' 16" West a distance of 536.26 feet to the Northerly right of way of Seltice Way; thence

Along said right of way, being a 5004.58 foot radius curve to the left, an arc length of 84.31 feet, having a delta of 00° 49' 56" and which chord bears North 71° 30' 07" West a distance of 84.31 feet to P.S.C. Station 503+09.1 as shown on the Plans of Project F.I.F.G.I.53(8),

now on file in the office of the Idaho Transportation Department, thence along a spiral curve being 75.00 feet Northerly of and parallel with the "C" line of said Project F.I.F.G.I.53(8) which chord bears North 72° 43' 01" West a distance of 201.31 feet; thence

North 73° 03' 05" West a distance of 69.68 feet to the TRUE POINT OF BEGINNING.



Exhibit B

Agreement between City of Coeur d'Alene and Mill River Seniors LLC

Scope of services

Mill River Seniors LLC. will utilize \$200,000 from the City's CDBG Entitlement program for land acquisition and \$40,000 under the City's Community Opportunity Grant Program for architecture and engineering activities during the development and construction of **Mill River Senior Apartments**, a 50-unit project, including 39 units for low-income seniors. The estimated total budget for the project is \$7,008,281. The project will meet HUD's National Objective of benefitting low-to-moderate income persons. Mill River Senior Apartments will provide safe, clean, affordable housing for tenants who are 55+ years of age. The project site is located on the north side of Seltice Way, just to the west of Grandmill Lane.

Line Item Budget

Mill River Senior Apartments Project

| BUDGET ITEMS | CDBG Entitlement | Term Loan | HOME URD/TIF | LIHTC | TOTAL PROJECT COST |
|-----------------------------------|-------------------------|--------------------|---------------------|--------------------|---------------------------|
| PROJECT COSTS | | | | | |
| Acquisition | \$200,000 | | \$326,000 | \$135,552 | \$661,552 |
| Appraisal Costs | | | | \$5,000 | \$5,000 |
| Design | | | | | |
| Architectural/Eng. | \$40,000 | | \$70,000 | \$32,800 | \$142,800 |
| Construction | | \$1,568,619 | | \$2,904,802 | \$4,473,421 |
| Permits and Fees* | | | \$370,000 | | \$370,000 |
| Insurance | | | | \$12,500 | \$12,500 |
| Legal Fees: | | | | \$80,000 | \$80,000 |
| Financing: | | | | \$156,430 | \$156,430 |
| Other Interest Res: | | \$231,381 | | | \$231,381 |
| Other Title & Closing: | | | | \$150,197 | \$150,197 |
| Other Operating Res: | | | | \$135,000 | \$135,000 |
| Other Dev. Fee: | | | | \$590,000 | \$590,000 |
| OPERATING TOTAL | \$240,000 | \$1,800,000 | \$766,000 | \$4,202,281 | \$7,008,281 |
| PROJECT TOTAL | \$240,000 | \$1,800,000 | \$766,000 | \$4,202,281 | \$7,008,281 |

*Deferral of fees until

Mill River Seniors LLC will acquire property (approximately 6.0 acres) at the 4000 Block of W Seltice Way, Coeur d' Alene. The company will develop and manage an affordable senior rental community, Mill River Senior LLC, consisting of 39 units for low-income seniors, 10 market rate units, a resident manager unit, a community building and associated infrastructure. The 39 units designated for low-to-moderate income seniors (55+) will consist of 6 one-bedroom and 33 two-bedroom units predominantly servicing the 40%, 45% & 50% AMI (average mean income) households.

The CDBG funded project will be complete when two 2-bedroom units are occupied by low-to-moderate income persons.

Schedule:

| Project Activity | Date (to be) Completed |
|--|-------------------------------|
| Developer Agreement Executed | August 2010 |
| Design Professional Agreement Executed | February 2010 |
| Other procurement completed | February 2010 |
| Environmental Review started | May 2010 |
| Environmental Release | July 2010 |
| Land Acquisition complete | August 2010 |
| Bid Opening | August , 2010 |
| Construction Agreement Executed | August, 2010 |
| Start Construction | September, 2010 |
| Certificate of Substantial Completion | August 31, 2011 |
| Grant Closeout | December 1, 2011 |

Exhibit C

WHEN RECORDED MAIL TO:

City of Coeur d'Alene
CDBG Grant Program
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814-3958
Attn: Grant Administrator

Tax Parcel I.D. No(s):

**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS (hereinafter, this "Instrument") is made as of this 17th day of August, 2010, among the Borrower, MILL RIVER SENIORS LLC, an Idaho limited liability company, whose mailing address is P.O. Box 1478, Hayden, Idaho 83835-1478 (hereinafter, "Borrower"), the Trustee, FIRST AMERICAN TITLE COMPANY, whose address is 1866 North Lakewood Drive, Coeur d'Alene, Idaho 83814 (hereinafter, "Trustee"), and the Beneficiary, CITY OF COEUR D'ALENE, a municipal corporation, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958 (hereinafter, "Beneficiary").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, all of Borrower's present and future estate, right, title and interest in and to the following property, rights, privileges and interests, to-wit:

See Attached Exhibit A.

TOGETHER WITH all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances there unto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

TO SECURE TO BENEFICIARY the repayment of the indebtedness evidenced by Borrower's two Promissory Notes dated of even date herewith in the original principal amounts of (i) TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) and (ii) FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), in the manner and with interest as therein set forth respectively.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Borrower fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, subject to the rights of senior lienholders, the entire amount of the award or such portion as maybe necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Borrower and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Borrower in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable in accordance with the loan documents (at the option of the Beneficiary). In such event and upon written request of Beneficiary, Trustee shall sell the trust property at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Borrower had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

6. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Borrower, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

7. This Deed of Trust applies to inure to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

8. This Deed of Trust shall be construed according to the laws of the State of Idaho.

[Remainder of this page intentionally left blank
signature page to follow]

THE UNDERSIGNED has caused this Deed of Trust to be executed on the above-stated date.

MILL RIVER SENIORS LLC,
an Idaho limited liability company

By: Mill River Associates LLC,
an Idaho limited liability company,
its managing member

By: Whitewater Development LLC,
an Idaho limited liability company,
its manager

By: _____
Maryann W. Prescott
Manager

STATE OF IDAHO)
 : ss.
COUNTY OF KOOTENAI)

On this _____ day of August, 2010, before me, the undersigned, a Notary in and for said County, personally appeared Maryann W. Prescott, known to me to be the Manager of Whitewater Development LLC, an Idaho limited liability company, and the Manager of Mill River Associates LLC, an Idaho limited liability company and the Managing Member of Mill River Seniors LLC, an Idaho limited liability company, and acknowledged to me that she executed the within instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

(S E A L)

NOTARY PUBLIC For Idaho
Residing at _____, therein
My Commission Expires: _____

EXHIBIT "A"

(Legal Description of the Property)

PROPERTY located in Kootenai County, State of Idaho, more particularly described as follows:

BEGINNING at the South Quarter corner of said Section 4, Township 50 North, Range 4 W.B.M., thence

Along the East line of the Southwest Quarter of said Section 4, North 1°34'41" West 827.71' to a point on the Northerly right of way line of U.S. Highway 10 and the TRUE POINT OF BEGINNING; thence

Continuing along said East line, North 1°34'41" West, 605.19' to the Southerly right of way line of U.S. Interstate Highway 90; thence

Along said right of way line, North 74°10'54" West, 426.19 feet to the Northwest corner of the herein described parcel; thence

Along a line parallel with the West line of the Northeast Quarter and Southeast Quarter of the Southwest Quarter said Section 4, South 1°27'18" East, 560', more or less, to the Northerly right of way line of U.S. Highway 10; thence

Southeasterly along said right of way line, 446' more or less, to the TRUE POINT OF BEGINNING, said point bears South 68°38'38" East, 442.92' from the aforesaid point;

EXCEPT any portion which may lie within property deeded to Edmund C. Ziegler and Kimberly A. Ziegler, husband and wife by document recorded April 29, 1996 under Instrument No. 1443655, described as follows:

COMMENCING at the Southwest corner of the Northeast quarter of the Southwest quarter of said Section 4 according to an unrecorded survey per P.E. No. 3451 dated May 31, 1978; thence

South 00° 00' 48" West along the West line of the Southeast quarter of the Southwest quarter a distance of 60.84 feet to the Northerly right of way of Seltice Way; thence

Along said right of way South 73° 03' 05" East a distance of 336.69 feet to a ½ inch rebar being the TRUE POINT OF BEGINNING; thence

North 00° 07' 58" East a distance of 267.88 feet; thence

North 52° 06' 21" East a distance of 364.94 feet to the Southerly right of way of U.S. Highway 90; thence

Along said right of way South 72° 42' 48" East a distance of 323.07 feet; thence

South 33° 05' 16" West a distance of 536.26 feet to the Northerly right of way of Seltice Way; thence

Along said right of way, being a 5004.58 foot radius curve to the left, an arc length of 84.31 feet, having a delta of 00° 49' 56" and which chord bears North 71° 30' 07" West a distance of 84.31 feet to P.S.C. Station 503+09.1 as shown on the Plans of Project F.I.F.G.I.53(8),

now on file in the office of the Idaho Transportation Department, thence along a spiral curve being 75.00 feet Northerly of and parallel with the "C" line of said Project F.I.F.G.I.53(8) which chord bears North 72° 43' 01" West a distance of 201.31 feet; thence

North 73° 03' 05" West a distance of 69.68 feet to the TRUE POINT OF BEGINNING.

PROMISSORY NOTE

August 17, 2010 (“Effective Date”)

\$200,000

FOR VALUE RECEIVED, MILL RIVER SENIORS LLC, an Idaho limited liability company (the “Payor”) hereby promises to pay to CITY OF COEUR D’ALENE, a municipal corporation (the “Payee”), the principal amount of Two Hundred Thousand and 00/100 Dollars (\$200,000) (the “Principal Sum”) together with interest, in accordance with the terms and conditions set forth below. All capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Amended and Restated Operating Agreement of the Payor, dated on or about the even date herewith (“Operating Agreement”). The outstanding Principal Sum and all accrued interest shall be due and payable on the maturity date (the “Maturity Date”), which date shall be the earlier of (i) August 17, 2028 or (ii) the sale, refinancing or other disposition of the Project.

1. Interest Rate.

The unpaid balance of this Note shall accrue interest at the per annum rate of zero percent (0%) (“Interest Rate”).

2. Payments of Principal and Interest.

(a) Payments of principal and interest shall be payable from Net Cash Flow in accordance with the provisions of the Operating Agreement.

(b) Payments shall be applied first to interest and then to principal.

3. CDBG Agreement with Payee.

This Note shall be subject to the terms and conditions of that certain Agreement for CDBG Grant Funds dated August 17, 2010 by and between the Payee and the Payor (the “Contract”).

4. Miscellaneous.

(a) This Note is secured by a Deed of Trust of even date herewith from the Payor to Payee (the "Deed of Trust") covering certain premises in the City of Coeur d’Alene, Kootenai County, Idaho and more particularly described therein.

(b) This Note is payable in the lawful money of the United States of America at the principal office of the Payee, 710 E. Mullan Avenue, Coeur d’Alene, Idaho 83814-3958, or at such place as the Payee shall designate in writing to the Payor.

(c) In the event of any dispute between the parties hereto regarding the terms and conditions of this Note, the prevailing party shall be entitled to an award of its attorney’s fees and court costs actually incurred in connection with such dispute.

(d) This Note may be prepaid at any time without penalty.

(e) This Note shall be construed and enforced in accordance with the laws of the State of Idaho.

(f) This Note shall be binding on successors and assigns and may not be amended without the written approval of the Investor Member.

(g) Subject to the terms of the Contract, the liability of Payor, its members or any partner, member, affiliate, stockholder, officer or director of any partner of the Payor for the payment of any amount payable hereunder or any obligation set forth herein shall be enforceable only out of the property subject to the Deed of Trust, and the rents and issues therefrom. Neither Payee nor any subsequent holder of this Note shall have any right to seek collection of this Note or the performance of any obligation hereunder out of the assets (personal or otherwise) of Payor, its members or any partner, member, affiliate, stockholder, officer or director of any partner of the Payor it being understood that Payee's sole recourse shall be to the property subject to the Deed of Trust.

(h) In the event of a conflict between the Contract and this Note, then the Contract shall apply, govern, control and prevail, and this Note shall be construed and amended to implement the intent of the Contract.

IN WITNESS WHEREOF, the Payor has executed this Promissory Note as of the Effective Date.

MILL RIVER SENIORS LLC,
an Idaho limited liability company

By: Mill River Associates LLC,
an Idaho limited liability company,
its managing member

By: Whitewater Development LLC,
an Idaho limited liability company,
its manager

By: _____
Maryann W. Prescott
Manager

PROMISSORY NOTE

August 17, 2010 (“Effective Date”)

\$40,000

FOR VALUE RECEIVED, MILL RIVER SENIORS LLC, an Idaho limited liability company (the “Payor”) hereby promises to pay to CITY OF COEUR D’ALENE, a municipal corporation (the “Payee”), the principal amount of Forty Thousand and 00/100 Dollars (\$40,000) (the “Principal Sum”) together with interest, in accordance with the terms and conditions set forth below. All capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Amended and Restated Operating Agreement of the Payor, dated on or about the even date herewith (“Operating Agreement”). The outstanding Principal Sum and all accrued interest shall be due and payable on the maturity date (the “Maturity Date”), which date shall be the earlier of (i) August 17, 2028 or (ii) the sale, refinancing or other disposition of the Project.

1. Interest Rate.

The unpaid balance of this Note shall accrue interest at the per annum rate of zero percent (0%) (“Interest Rate”).

2. Payments of Principal and Interest.

(a) Payments of principal and interest shall be payable from Net Cash Flow in accordance with the provisions of the Operating Agreement.

(b) Payments shall be applied first to interest and then to principal.

3. CDBG Agreement with Payee.

This Note shall be subject to the terms and conditions of that certain Agreement for CDBG Grant Funds dated August 17, 2010 by and between the Payee and the Payor (the “Contract”).

4. Miscellaneous.

(a) This Note is secured by a Deed of Trust of even date herewith from the Payor to Payee (the "Deed of Trust") covering certain premises in the City of Coeur d’Alene, Kootenai County, Idaho and more particularly described therein.

(b) This Note is payable in the lawful money of the United States of America at the principal office of the Payee, 710 E. Mullan Avenue, Coeur d’Alene, Idaho 83814-3958, or at such place as the Payee shall designate in writing to the Payor.

(c) In the event of any dispute between the parties hereto regarding the terms and conditions of this Note, the prevailing party shall be entitled to an award of its attorney’s fees and court costs actually incurred in connection with such dispute.

(d) This Note may be prepaid at any time without penalty.

(e) This Note shall be construed and enforced in accordance with the laws of the State of Idaho.

(f) This Note shall be binding on successors and assigns and may not be amended without the written approval of the Investor Member.

(g) Subject to the terms of the Contract, the liability of Payor, its members or any partner, member, affiliate, stockholder, officer or director of any partner of the Payor for the payment of any amount payable hereunder or any obligation set forth herein shall be enforceable only out of the property subject to the Deed of Trust, and the rents and issues therefrom. Neither Payee nor any subsequent holder of this Note shall have any right to seek collection of this Note or the performance of any obligation hereunder out of the assets (personal or otherwise) of Payor, its members or any partner, member, affiliate, stockholder, officer or director of any partner of the Payor it being understood that Payee's sole recourse shall be to the property subject to the Deed of Trust.

(h) In the event of a conflict between the Contract and this Note, then the Contract shall apply, govern, control and prevail, and this Note shall be construed and amended to implement the intent of the Contract.

IN WITNESS WHEREOF, the Payor has executed this Promissory Note as of the Effective Date.

MILL RIVER SENIORS LLC,
an Idaho limited liability company

By: Mill River Associates LLC,
an Idaho limited liability company,
its managing member

By: Whitewater Development LLC,
an Idaho limited liability company,
its manager

By: _____
Maryann W. Prescott
Manager

**CITY COUNCIL
STAFF REPORT**

DATE: August 17th, 2010
FROM: Terry Pickel, Assistant Water Superintendent
SUBJECT: Request Council approval of Quote for Installation of Annie/Prairie Well Switches

DECISION POINT:

Water Department Staff requests Council approval of quotations for the purchase and installation of manual transfer switches for Annie and Prairie Wells.

HISTORY:

The water department is working to have backup power sufficient to meet the city's needs should we experience an extended power interruption. The design has been reviewed and approved by the Department of Environmental Quality.

FINANCIAL ANALYSIS:

Quotations for the purchase and installation of the transfer switches for Annie and Prairie Wells were solicited by Welch Comer from: Thorco, Inc., Mac's Electric, General Industries, Inc., and Kaestner Electric Inc. Only two quotes were received of \$58,975 and \$53,770, with the lowest being received from Thorco, Inc. The quotes were thoroughly reviewed, and met or exceeded the project requirements. This project has been budgeted for as an operations and maintenance capital project to be paid for by rate revenue. The quotes received fall well within the budgeted amount of \$100,000.

PERFORMANCE ANALYSIS:

The installation of the manual transfer switches at the Annie and Prairie wells will facilitate the capacity to utilize a future portable backup generator at either site during extended power outages, thus providing adequate potable water to customers in an emergency situation. While the water system has adequate storage to supply the system in relatively short term situations (up to 8 hours), the capability to utilize one of the larger wells can greatly enhance the system's longer term capacity per DEQ recommended improvements.

QUALITY OF LIFE ANALYSIS:

Water Department Staff are continually seeking ways to improve and enhance water quality and availability for the City of Coeur d'Alene customer service area. The proposed addition of backup power sources for the larger wells further ensures the reliability of the public water system, thus directly benefiting our customers. With the planned purchase of a new 500 kW portable generator in the 2011 budget cycle, staff will have the ability to operate either Prairie or Annie Well during a power outage to provide adequate water supply to either the High Zone or General Zone respectively. This will enhance the short term standby supply to provide for minimum customer needs and dramatically increase fire flow capabilities in an emergency situation for life safety.

DECISION POINT/RECOMMENDATION:

Water Department Staff is requesting City Council approval to award the purchase and installation of manual transfer switches at Annie and Prairie Wells to Thorco, Inc. with the lowest responsive quotation.

REQUEST FOR QUOTE FORM

Project No. 41019
Cda Annie & Prairie Wells Portable Generator Connection Improvement Project
City of Coeur d'Alene, Idaho

The undersigned proposes to do the above work in accordance with the request for quotes and all drawings and specifications attached thereto.

The Bidder agrees to commence work upon receipt of a letter of contract and Notice to Proceed, and to complete the work within SIXTY (60) calendar days thereafter. Bidder proposes to perform the following work for:

BASE BID \$ 58,975⁰⁰

Dated this 23 day of July, 2010.

Respectfully submitted,

By: Mac's Electric
(Company Name) Delton Gardens ID
7800 Government Way
(Business Address)

Subcontractors:

Plumbing

Heating & Air Conditioning

Mac's Electric
Electrical

11289-B-4 (16000,
13850,
16700)

Steve Yurman
(Signature)

owner
(Title)

208 659-3286
(Telephone Number)

208 772-7827
(FAX Number)

REQUEST FOR QUOTE FORM

Project No. 41019

Cda Annie & Prairie Wells Portable Generator Connection Improvement Project
City of Coeur d'Alene, Idaho

The undersigned proposes to do the above work in accordance with the request for quotes and all drawings and specifications attached thereto.

The Bidder agrees to commence work upon receipt of a letter of contract and Notice to Proceed, and to complete the work within SIXTY (60) calendar days thereafter. Bidder proposes to perform the following work for:

BASE BID

\$ 53,770.00

Dated this 23rd day of July, 2010.

Respectfully submitted,

By: Thorco, Inc.

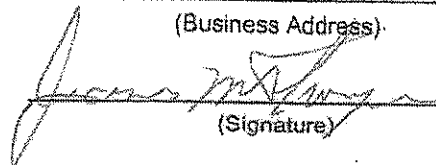
(Company Name)

Subcontractors:

P.O. Box 2167, Coeur d'Alene, ID 83816

(Business Address)

Plumbing



(Signature)

Heating & Air Conditioning

President

(Title)

Thorco, Inc.

Electrical

208-765-0648

(Telephone Number)

208-664-6890

(FAX Number)

CONTRACT

THIS CONTRACT, made and entered into this 18th day of August, 2010, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and THORCO, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 4929 E Industrial Ave., Coeur d'Alene, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the PRAIRIE and ANNIE WELL MANUAL TRANSFER SWITCH PROJECT in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled "CDA Annie & Prairie Wells Portable Generator Connection Improvements", Project # 41019.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall construct and install a modular administrative building as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

The CONTRACTOR shall furnish the CITY certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of \$53,770.00, as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79).

The CONTRACTOR shall complete all work and be ready for final acceptance within **SIXTY (60) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY. The CONTRACTOR shall complete all work necessary to build and install the Water Department modular administrative building fully operational and inhabitable within the above specified time frame.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$250.00** per calendar day, which sums shall not be construed as a penalty.

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder

the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in Section 2 of the Contract Documents, entitled, "Standard General Conditions of the Construction Contract.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

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

THORCO, INC.:

Sandi Bloem, Mayor

By: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of August, 2010, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of August, 2010, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be \_\_\_\_\_, of **Thorco, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**URBAN FORESTRY COMMITTEE  
STAFF REPORT**

**DATE:** August 17, 2010  
**FROM:** Karen Haskew, Urban Forestry Coordinator  
**SUBJECT:** **Park Tree Maintenance Contract**

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**DECISION POINT:**

Recommendation that the City contract with Grace Tree Service to perform park tree maintenance work.

**HISTORY:**

In early 2010 the City of Coeur d'Alene had an opportunity to apply for federal stimulus funds (ARRA – American Recovery and Reinvestment Act) to do public tree maintenance work. We were awarded a total of \$133,512 for both park tree and street tree work. The street tree segment of the work was put out to bid in late June and awarded in July. The park tree segment of the work was put out to bid in late July. The bid opening was August 9<sup>th</sup>. Grace Tree Service was the lowest of four bids received. Their bid was found to be responsive.

**FINANCIAL ANALYSIS:**

The park tree work was allocated \$43,000 of the total grant amount. Grace Tree Service bid \$37,200 for the park tree work listed in the bid. There is an additional list of park tree work from which we can add work on a unit cost basis in order to utilize the entire amount allocated by the ARRA funds.

The contractor will be paid by ARRA funds on a reimbursement basis. The City will not have to expend cash for this project, but will be using staff time to do the administrative work.

**PERFORMANCE ANALYSIS:**

The contract is for maintenance of 128+ park trees identified to be in poor condition. 7% of the work will be removals and the remainder will be pruning. The majority of the work is in the area of City Park, Independence Point, and the Museum parking lot. Additional locations are McEuen Field and the Government Way islands. Work would commence in September, with City Park work delayed until after Labor Day.

Awarding the contract will help achieve the goals of the ARRA grant which are to maintain or increase employment of tree care workers in Kootenai and Bonner Counties, as well as to help communities improve the overall health and value of the public tree resource while increasing public safety.

**DECISION POINT:**

Recommendation that the City contract with Grace Tree Service to perform park tree maintenance work.



## CONTRACT

THIS CONTRACT, made and entered into this 17th day of August, 2010, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **Grace Tree Service**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 1860 W. Hayden Avenue, Hayden ID 83835, hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the **CONTRACTOR** has been awarded this contract for **PARK TREE MAINTENANCE**: Removal of trees, including stump grinding, and pruning of trees, which will consist of Crown Cleaning (CC) and Crown Thinning (CT), Crown Raising (CR), Crown Reduction/Crown Shaping (CS) or Crown Restoration (CN) according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete the street tree maintenance as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the plans and specifications and approved by the City Urban Forester, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions

which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Thirty-seven Thousand Two Hundred and NO/100 Dollars (\$37,200).

Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be sixty (60) calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The justification for funding of this project through the American Recovery and Reinvestment Act was based on county unemployment, so every effort should be made to hire Kootenai and Bonner County, Idaho residents first. After which, residents of neighboring counties with similar high unemployment should be sought next for hire or contracts. IT IS AGREED that the **CONTRACTOR** will submit monthly reports to the **CITY** about jobs created and retained and the county of residence of the people who hold those positions.

The **CONTRACTOR** further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- Bidding Requirements and Forms
- Notice of Advertisement for BIDS
- Information for Bidders
- Bid Proposal
- Acknowledgement Receipt of Addenda
- Contract
- Bid Bond
- Performance Bond
- Labor and Materials Payment Bond
- Notice of Award
- Notice to Proceed
- Change Order

Non-collusion Affidavit  
Certification of Non-segregated Facilities  
Executive Order 11246 – Equal Opportunity  
Affidavit of Payment of Securement of All Taxes  
Required Reports  
General Requirements  
General Conditions  
Product Requirements  
Execution / Project Closeout Requirements  
Specifications prepared or issued by City of Coeur d'Alene in the section entitled  
“Street Tree Work”  
Addenda

No. \_\_\_\_\_ dated \_\_\_\_\_, 2010

No. \_\_\_\_\_ dated \_\_\_\_\_, 2010

No. \_\_\_\_\_ dated \_\_\_\_\_, 2010

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**GRACE TREE SERVICE:**

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

By: \_\_\_\_\_  
Tim Kastning  
Its: President

ATTEST:

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

STATE OF IDAHO        )  
                                          ) ss.  
County of Kootenai    )

On this 17th day of August, 2010, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~

STATE OF IDAHO)
) ss.
County of Kootenai)

On this day of August, 2010, before me, a Notary Public, personally appeared **Tim Kastning**, known to me to be the President, of **Grace Tree Service**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

STAFF REPORT

Date: August 17, 2010

From: Troy Tymesen, Finance Director

Subject: Amending the 2009-2010 Fiscal Year Appropriations (Budget)

Decision Point:

To approve the amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2009-2010.

History:

The City Council annually amends the original appropriations ordinance.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts amendments to the appropriations ordinance.

Performance Analysis:

Building permit revenues and interest income were below budget this fiscal year. The budget amendment reflects those differences as well as some revenues that will be over budget such as franchise fees and federal and state grants. On the expenditure side the budget amendment shows some increases in expenditures due to carryovers of projects, some grant expenditures and an unexpected overage due to the Fernan Court Project. Fund balance of \$217,011 is projected to be needed to cover the increased expenses and the revenue short fall for the fiscal year.

Decision Point:

To approve the amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2009-2010.

RESOLUTION NO. 10-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2009-2010, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2009:

GENERAL FUND EXPENDITURES:

| | | | |
|----------------------------|----|----------------------|-----------|
| Mayor and Council----- | \$ | 197,594 | |
| Administration----- | | 489,105 | |
| Finance Department----- | | 753,944 | 759,644 |
| Municipal Services----- | | 1,285,906 | |
| Human Resources----- | | 237,634 | |
| Legal Department----- | | 1,320,488 | 1,370,488 |
| Planning Department----- | | 520,422 | 535,422 |
| Building Maintenance----- | | 391,436 | 399,336 |
| Police Department----- | | 9,200,045 | 9,285,698 |
| Byrne Grant----- | | 0 | 102,874 |
| Byrne Grant Equipment----- | | 87,343 | 668,016 |
| COPS Grant----- | | 0 | 150,000 |
| K.C.J.A. Task Force----- | | 51,640 | 151,140 |
| ADA Sidewalks----- | | 221,446 | |
| Fire Department----- | | 6,774,548 | |
| General Government----- | | 163,250 | 300,250 |
| Engineering Services----- | | 1,079,341 | 1,408,652 |
| Streets/Garage----- | | 2,156,686 | 2,261,686 |
| Parks Department----- | | 1,609,820 | |
| Recreation Department----- | | 740,302 | 778,462 |
| Building Inspection----- | | 833,420 | |

TOTAL GENERAL FUND EXPENDITURES: ~~\$28,114,370~~ \$29,821,141

SPECIAL REVENUE FUND EXPENDITURES:

| | | |
|---|-------------------------------|--------------------|
| Library Fund----- | \$1,185,698 | 1,192,698 |
| Community Development Block Grant----- | 304,576 | |
| Impact Fee Fund----- | 830,000 | |
| Parks Capital Improvements----- | 227,000 | 304,000 |
| Annexation Fee Fund----- | 200,000 | |
| Insurance / Risk Management----- | 201,243 | 251,243 |
| Cemetery Fund----- | 238,674 | 358,674 |
| Cemetery Perpetual Care Fund----- | 98,500 | |
| Jewett House----- | 17,100 | |
| Reforestation----- | 2,500 | 8,500 |
| Street Trees----- | 41,500 | 56,500 |
| Community Canopy----- | 1,000 | |
| Arts Commission----- | 6,600 | |
| Public Art Funds----- | 173,000 | 195,000 |
| Kootenai Metropolitan Planning Org----- | <u>650,000</u> | |
| TOTAL SPECIAL FUNDS: | <u>\$4,177,391</u> | <u>\$4,474,391</u> |

ENTERPRISE FUND EXPENDITURES:

| | | |
|---------------------------------------|--------------------------------|---------------------|
| Street Lighting Fund----- | \$ 555,571 | 655,571 |
| Water Fund----- | 5,910,257 | |
| Wastewater Fund----- | 21,910,819 | |
| Water Cap Fee Fund----- | 416,240 | |
| WWTP Cap Fees Fund----- | 1,026,993 | |
| Sanitation Fund----- | 3,116,772 | |
| City Parking Fund----- | 173,957 | 190,957 |
| Stormwater Management----- | <u>1,388,882</u> | <u>1,438,882</u> |
| TOTAL ENTERPRISE EXPENDITURES: | <u>\$34,499,491</u> | <u>\$34,666,491</u> |

| | | |
|---|--------------------------------|---------------------|
| FIDUCIARY FUNDS:----- | 2,784,500 | |
| STREET CAPITAL PROJECTS FUNDS:----- | 2,000,000 | 3,034,000 |
| 2006 GO BOND CAPITAL PROJECT FUND:- | -0- | 48,833 |
| DEBT SERVICE FUNDS:----- | <u>2,153,383</u> | <u>2,640,383</u> |
| GRAND TOTAL OF ALL EXPENDITURES: | <u>\$73,729,135</u> | <u>\$77,469,739</u> |

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 25, 2010 and September 1, 2010.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 21st day of September, 2010 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may

appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 17th day of August, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

| | |
|---------------------------|-------------|
| COUNCIL MEMBER KENNEDY | Voted _____ |
| COUNCIL MEMBER GOODLANDER | Voted _____ |
| COUNCIL MEMBER BRUNING | Voted _____ |
| COUNCIL MEMBER EDINGER | Voted _____ |
| COUNCIL MEMBER MCEVERS | Voted _____ |
| COUNCIL MEMBER HASSELL | Voted _____ |

_____ was absent. Motion _____.

CITY OF COEUR D'ALENE
FISCAL YR 2009-10 BUDGET AMENDMENT

08/12/10

| | FY 09-10 BUDGETED | FY 09-10 PROJECTED | Projected Increase |
|-----------------------------|----------------------|-----------------------|-----------------------|
| <u>TAXES</u> | | | |
| CURRENT YEAR | 14,538,427 | 14,538,427 | 0 |
| <u>FEES & LICENSES</u> | | | |
| CABLEVISION | 241,959 | 308,000 | 66,041 |
| NATURAL GAS | 782,864 | 936,000 | 153,136 |
| ELECTRICITY | 1,321,766 | 1,676,000 | 354,234 |
| BUS. LICENSE | 68,000 | 72,856 | 4,856 |
| BLDG/INSPECTN | 802,000 | 600,000 | (202,000) |
| BLDG/INSPECTN MECHANICAL | 70,000 | 55,000 | (15,000) |
| STORMWATER REVIEW | 1,500 | 1,500 | 0 |
| PLUMBING INSPECTION | 90,000 | 90,000 | 0 |
| ENCROACHMENT PERMITS | 26,000 | 19,500 | (6,500) |
| ELECTRICAL PERMITS | 15,000 | 11,000 | (4,000) |
| BUS. PERMITS | 12,000 | 17,000 | 5,000 |
| BURN PERMITS | 500 | 602 | 102 |
| SIGN PERMITS | 20,000 | 20,000 | 0 |
| BID SPECS | 2,800 | 9,000 | 6,200 |
| TOTAL FEES AND LICENSES | 3,454,389 | 3,816,458 | 362,069 |
| <u>INTERGOVERNMENTAL</u> | | | |
| LIQUOR | 908,779 | 908,779 | 0 |
| HIGHWAY USER | 1,440,500 | 1,440,500 | 0 |
| REVENUE SHARE | 1,674,793 | 1,634,793 | (40,000) |
| SALES TAX | 603,064 | 603,064 | 0 |
| HIGHWAY DIST | 525,000 | 680,000 | 155,000 |
| KOOTENAI CNTY EMSS | 1,447,602 | 1,447,602 | 0 |
| FEDERAL GRANT | 87,343 | 847,424 | 760,081 |
| STATE GRANT | | 14,191 | 14,191 |
| SCHOOL RESOURCE OFFICER | 179,406 | 179,406 | 0 |
| CONTRIBUTIONS FROM LCDC | | 247,500 | 247,500 |
| OTHER INCOME (THRU CNTY) | 86,500 | 86,500 | 0 |
| TOTAL INTERGOVERNMENTAL | 6,952,987 | 8,089,759 | 1,136,772 |
| <u>SERVICES</u> | | | |
| ANNEX/ZONING FEES | 12,000 | 7,000 | (5,000) |
| FEES FOR DOCUMENT PREP | 300 | 300 | 0 |
| POLICE | 81,500 | 64,500 | (17,000) |
| FIRE | 45,000 | 45,000 | 0 |
| STREET | 20,060 | 20,060 | 0 |
| STREET WEAR | 243,000 | 243,000 | 0 |
| BILLING | 5,000 | 5,000 | 0 |
| RECREATION | 220,000 | 228,160 | 8,160 |
| RIVERSTONE WEST MAINTENANCE | 29,000 | | (29,000) |
| MAP/CODE BOOKS | 950 | 950 | 0 |
| RENTS & LEASES | 42,000 | 42,000 | 0 |
| TOTAL SERVICES | 698,810 | 655,970 | (42,840) |
| <u>FINES/FORFEITS</u> | | | |
| DISTRICT COURT | 315,000 | 315,000 | 0 |
| RESTITUTIONS | 2,500 | 4,500 | 2,000 |
| PARKING | 59,600 | 59,600 | 0 |
| DRUG TASK FORCE | | 99,500 | 99,500 |
| LATE FEE ON UTILITY BILLS | 60,000 | 60,000 | 0 |
| ANIMAL CITATION FINES | 11,900 | 15,500 | 3,600 |
| ORDINANCE VIOLATIONS | 2,500 | 2,500 | 0 |
| NSF CHECK FEES | 2,300 | 2,300 | 0 |
| TOTAL FINES AND FORFEITS | 453,800 | 558,900 | 105,100 |

CITY OF COEUR D'ALENE
FISCAL YR 2009-10 BUDGET AMENDMENT

08/12/10

| | FY 08-09 BUDGETED | FY 08-09 PROJECTED | Projected Increase |
|---------------------------------|----------------------|-----------------------|-----------------------|
| <u>INTEREST EARNINGS</u> | | | |
| INTEREST EARNINGS | 75,000 | 34,000 | (41,000) |
| <u>MISCELLANEOUS</u> | | | |
| SURPLUS SALE | 9,800 | 11,000 | 1,200 |
| OTHER | 10,000 | 40,459 | 30,459 |
| TOTAL MISCELLANEOUS | 19,800 | 51,459 | 31,659 |
| <u>TRANSFERS</u> | | | |
| INTERFUND TRANSFER | 1,569,860 | 1,569,860 | 0 |
| TRF FROM CAPITAL PROJECTS | | | 0 |
| TRF FROM ANNEXATIONS FEES | 262,000 | 200,000 | (62,000) |
| TOTAL TRANSFERS | 1,831,860 | 1,769,860 | (62,000) |
| DESIGNATED FUND BALANCE | 37,657 | 37,657 | 0 |
| FUND BALANCE | | 217,011 | 217,011 |
| TOTAL FUND BALANCE | 37,657 | 254,668 | 217,011 |
| TOTALS | 28,062,730 | 29,769,501 | 1,706,771 |

| <u>SUMMARY</u> | FY 09-10 BUDGETED | FY 09-10 PROJECTED | Projected Increase |
|-----------------------|------------------------------|-------------------------------|-------------------------------|
| Taxes | \$ 14,538,427 | \$ 14,538,427 | 0 |
| Fees and Licenses | 3,454,389 | 3,816,458 | 362,069 |
| Intergovernmental | 6,952,987 | 8,089,759 | 1,136,772 |
| Services | 698,810 | 655,970 | (42,840) |
| Fines and Forfeits | 453,800 | 558,900 | 105,100 |
| Interest | 75,000 | 34,000 | (41,000) |
| Miscellaneous | 19,800 | 51,459 | 31,659 |
| Interfund Transfer | 1,831,860 | 1,769,860 | (62,000) |
| Beginning Balance | 37,657 | 254,668 | 217,011 |
| TOTAL GENERAL FUND | \$ 28,062,730 | \$ 29,769,501 | \$ 1,706,771 |

General Fund - Added Expenses

| | Cost | |
|--|-------------|-------------------|
| Finance - Downtown Parking Contract - carryover from FY 08-09 | 5,700 | 001-003-4151-5010 |
| Legal Dept - Legal costs | 50,000 | 001-006-4161-4200 |
| Planning - Professional Services - future land use along East Sherman corridor | 15,000 | 001-007-4170-4200 |
| Building Maint - demo Parkside Bistro | 7,900 | 001-008-4198-6310 |
| Police Dept - EUDL Grant - Overtime | 5,829 | 001-009-4211-1201 |
| Police Dept - EUDL Grant - equipment | 720 | 001-009-4211-3400 |
| Police Dept - Overtime for special events | 40,000 | 001-009-4211-1200 |
| Police Dept - Highway Safety Grant overtime for DUI | 3,573 | 001-009-4211-1203 |
| Police Dept - Highway Safety Grant overtime for Youth School Zone | 682 | 001-009-4211-1204 |
| Police Dept - Highway Safety Grant overtime for Seatbelts | 1,387 | 001-009-4211-1205 |
| Police Dept - Highway Safety Grant overtime for Aggressive Driving | 2,000 | 001-009-4211-1206 |
| Police Dept - Bullet Proof Vest Reimbursement Grant | 13,877 | 001-009-4211-3000 |
| Police Dept - Rifle Auction - Minor Equipment | 6,721 | 001-009-4211-3206 |
| Police Dept - Minor Equipment - Unclaimed Property | 3,093 | 001-009-4211-3400 |
| Police Dept - Tuition Reimbursement Rollover per contract | 7,771 | 001-009-4211-4902 |
| Finance - Early payoff of LID Loans with DEQ | 137,000 | 001-011-4191-6997 |
| Police Dept - 2009 Byrne JAG Grant - wages and benefits | 88,000 | 001-012-4270-1000 |
| Police Dept - 2009 Byrne JAG Grant - operating supplies | 5,012 | 001-012-4270-3200 |
| Police Dept - 2009 Byrne JAG Grant - Equipment | 9,862 | 001-012-4270-3400 |
| 2009 Byrne Grant - equipment - 2009-SB-B9-2535 | 468,556 | 001-016-4271-3440 |
| 2009 Byrne Grant - equipment - 2009-DJ-BX-0485 | 112,117 | 001-016-4271-3445 |
| 2009 COPS Grant - wages and Benefits - | 150,000 | 001-017-4241-1000 |
| Streets Dept - Fernan Court Project | 85,000 | 001-018-4311-6900 |
| Streets Dept - Repair and Maintenance Traffic Lights | 20,000 | 001-018-4311-5910 |
| Engineering - Public Works Inspector Position | 35,000 | 001-020-4322-1000 |
| Engineering - Overlay carryover | 44,311 | 001-020-4322-6901 |
| Engineering - Education Corridor | 250,000 | 001-020-4322-4210 |
| Recreation - part time salaries for AAU tournaments | 8,160 | 001-026-4391-1300 |
| Recreation - Joint use agreement with the School District | 30,000 | 001-026-4391-5500 |
| Drug Task Force - vehicle | 22,487 | 020-087-4213-7502 |
| Drug Task Force - vehicle | 77,013 | 022-088-4213-7502 |

CITY OF COEUR D'ALENE
 FISCAL YR 2009-10 BUDGET AMENDMENT

08/12/10

\$ 1,706,771

Other Funds - Added Expenses

Cost

| | | |
|---|---------|-------------------|
| Walmart mini grant - Strengthening Library Services for Youth in Idaho | 7,000 | 003-028-4611 |
| Street Lighting - Annual Operation | 100,000 | 004-013-4318-5200 |
| Howard - Neider Avenue Extension | 200,000 | 023-121-4520-7900 |
| Intersection of Hanley & US 95 | 115,000 | 023-089-4140-7900 |
| 15th and Harrison Signal | 350,000 | 023-118-4491-7900 |
| Howard Street North Project | 410,000 | 023-129-4476-7900 |
| 2006 GO Bond Capital Projects - Fire Dept - Tower | 7,833 | 028-043-4153-7255 |
| Cemetery Fund - Niche Wall / Fencing | 120,000 | 033-015-4421-7210 |
| Stormwater - Outfall Monitoring Stations | 30,000 | 038-047-4160-7530 |
| Stormwater - Howard Street Reconstruction | 20,000 | 038-047-4160-7605 |
| Reforestation - Landscaping | 6,000 | 064-048-4384-6317 |
| Street Trees - reimbursement | 15,000 | 065-029-4158-6317 |
| Insurance Fund - Legal Costs | 50,000 | 067-095-4431-4200 |
| Parks Capital Improvements - Landing Park (carryover) | 40,000 | 072-100-4485-7901 |
| Parks Capital Improvements - Atlas Bike Path Extension (carryover) | 37,000 | 072-100-4485-7960 |
| Public Art Fund - Carryover | 2,000 | 074-038-4389-6000 |
| Public Art Fund - LCDC - carryover | 18,000 | 076-039-4395-6000 |
| Public Art Fund - Maintenance | 2,000 | 077-035-4396-6318 |
| Public Parking Fund - Reimburse DTA for electrical system along Sherman Ave | 17,000 | 070-096-4434-6200 |
| LID 124/125 - retirement of debt | 96,000 | 124-086-4388-8201 |
| LID 127/128 - retirement of debt | 96,000 | 127-108-4484-8201 |
| LID 129/132 - retirement of debt | 295,000 | 129-112-4489-8201 |

\$ 2,033,833

**CITY COUNCIL
STAFF REPORT**

DATE: August 17, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Condos at Mill River / Amended Buildings 5B & 6B, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) building amendment to the one lot, multi building development known as Condos at Mill River.

HISTORY

- a. Applicant: Steve White
Mill River Investments, LLC
PO Box 949
Hayden, ID 83835
- b. Location: North side of Riverway Place in the Mill River subdivision.
- c. Previous Action: Final plat approval of the Condos at Mill River, July 2006.

FINANCIAL ANALYSIS

There are no financial issues, or agreements associated with the subject development.

PERFORMANCE ANALYSIS

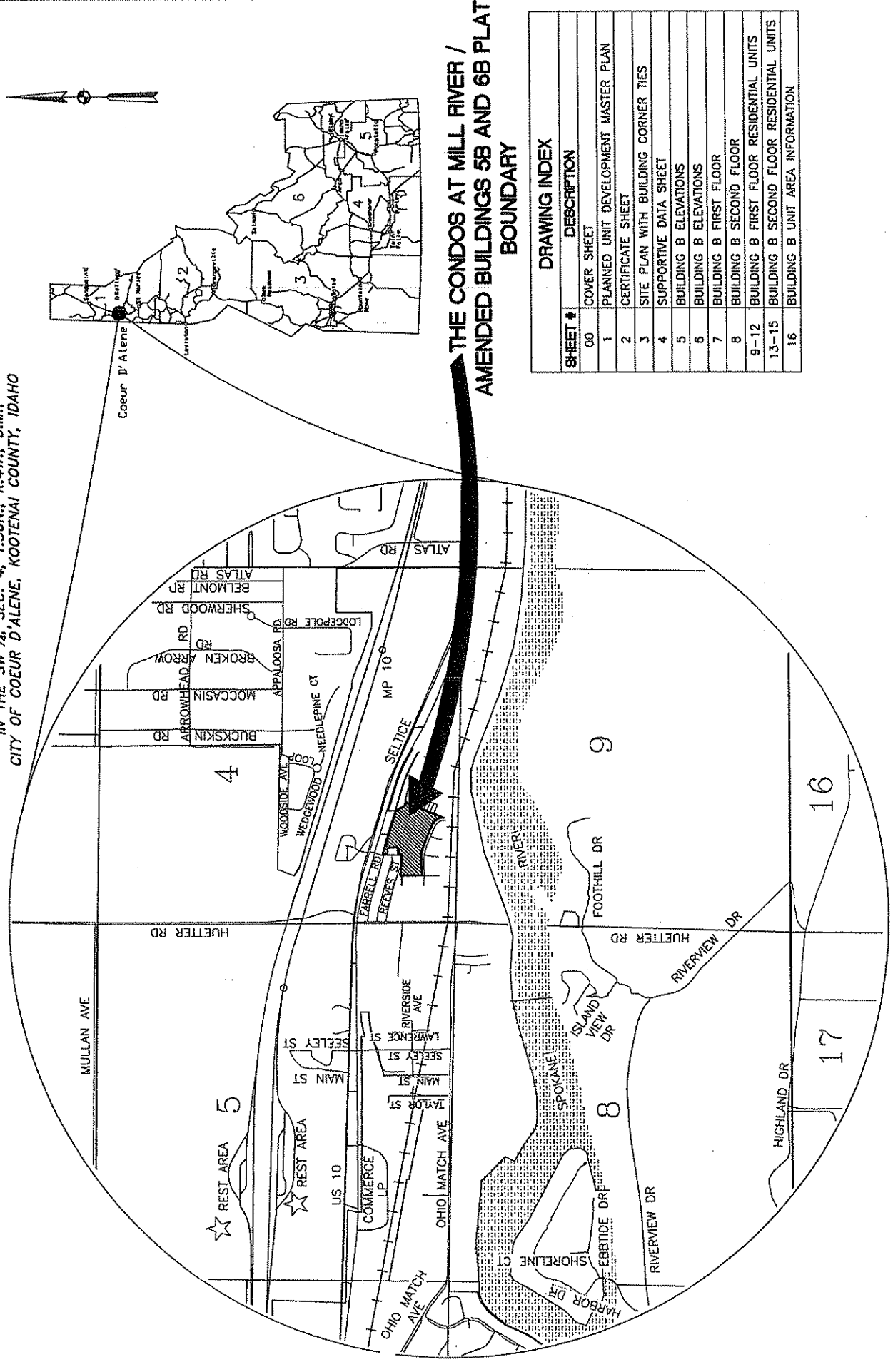
All development issues were addressed with the site development and during the construction of the condominium structures. There are no site issues that require attention, and, the sole reason for the amended plat is that a redesign of the two (2) buildings reduced the scale from three (3) floors, to, two (2) floors. The final plat is now ready for recordation.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

THE CONDOS AT MILL RIVER / AMENDED BUILDINGS 5B & 6B
 LOT 1, BLOCK 5, MILL RIVER THIRD ADDITION,
 IN THE SW 1/4, SEC. 4, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 No. _____



| SHEET # | DESCRIPTION |
|---------|---|
| 00 | COVER SHEET |
| 1 | PLANNED UNIT DEVELOPMENT MASTER PLAN |
| 2 | CERTIFICATE SHEET |
| 3 | SITE PLAN WITH BUILDING CORNER TIES |
| 4 | SUPPORTIVE DATA SHEET |
| 5 | BUILDING B ELEVATIONS |
| 6 | BUILDING B ELEVATIONS |
| 7 | BUILDING B FIRST FLOOR |
| 8 | BUILDING B SECOND FLOOR |
| 9-12 | BUILDING B FIRST FLOOR RESIDENTIAL UNITS |
| 13-15 | BUILDING B SECOND FLOOR RESIDENTIAL UNITS |
| 16 | BUILDING B UNIT AREA INFORMATION |

MECKEL ENGINEERING & SURVEYING
 300 N. GARDNER WAY, DEPT. P, PO BOX 2001, COEUR D'ALENE, IDAHO 83810
 PHONE: (208) 765-1100 FAX: (208) 765-1101
 MECKEL
 JOB NO: C0003.08
 DWG FILE: C0003002.DWG
 DATE: JUL 12, 2010
 DRAWN: SKQ
 CHECKED: SMR
 THE CONDOS AT MILL RIVER / AMENDED BUILDINGS 5B & 6B
 LOT 1, BLOCK 5, MILL RIVER THIRD ADDITION,
 IN THE SW 1/4, SEC. 4, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

THE CONDOS AT MILL RIVER / AMENDED BUILDINGS 5B & 6B

LOT 1, BLOCK 5, MILL RIVER THIRD ADDITION,
IN THE SW 1/4, SEC. 4, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BASIS OF BEARING
STATE OF BEARING FOR THIS SURVEY IS THE IDAHO
STATE PLANE COORDINATE SYSTEM, WEST ZONE,
USING NAD83 COORDINATES (NAD 83).
ADJUSTMENT, BASED ON THE LINE FROM THE
WEST CORNER OF SECTION 4, BEING NORTH
0°00'00" EAST, THE CONVERGENCE ANGLE FOR
THIS PROJECT IS -00°48'34" AND THE PROJECT
SCALE C.A.F. = 0.99991. BEARINGS SHOWN
HEREON ARE GRID BEARINGS AND DISTANCES SHOWN
HEREON ARE GROUND DISTANCES.

**MILL RIVER
FIRST ADDITION**
Book 4, Page 249

**MILL RIVER
SECOND ADDITION**
Book 4, Page 249

**MILL RIVER
THIRD ADDITION**
Book 4, Page 249

**REEVES-PARRELL
ADDITION TO HEUTNER**
Book 4, Page 24

**UNPLATTED
FIRST ADDITION**
Book 4, Page 202

**UNPLATTED
SECOND ADDITION**
Book 4, Page 202

**UNPLATTED
THIRD ADDITION**
Book 4, Page 202

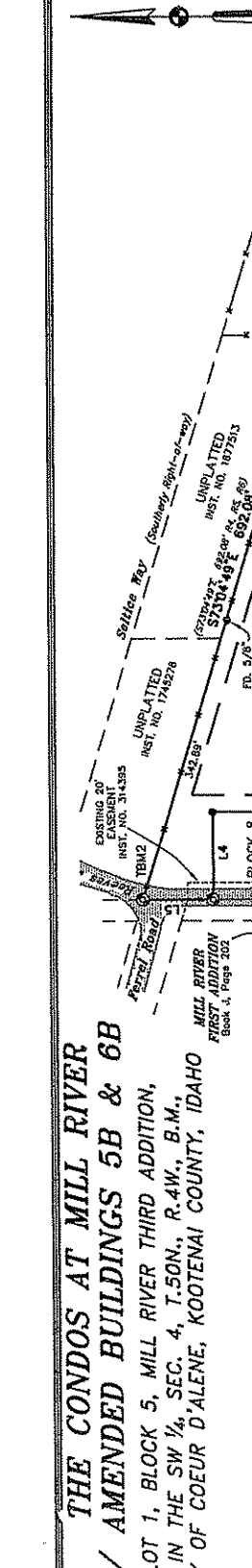
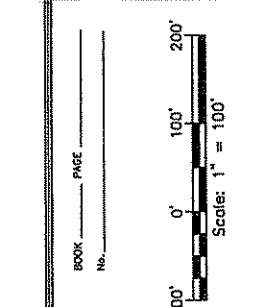
**UNPLATTED
FOURTH ADDITION**
Book 4, Page 202

**UNPLATTED
FIFTH ADDITION**
Book 4, Page 202

**UNPLATTED
SIXTH ADDITION**
Book 4, Page 202

**UNPLATTED
SEVENTH ADDITION**
Book 4, Page 202

**UNPLATTED
EIGHTH ADDITION**
Book 4, Page 202



1/4 Sec. Cor.
Pd. Iron rod,
5/8 in. diam.,
C.P.A.F. Inst. No.
813832 &
4020880000

Sec. Cor.
Pd. on Alum. cap,
2 in. diam.,
C.P.A.F. Inst. No.
1125413, 1489860,
1524322 &
2020878000

Sec. Cor.
Pd. on Alum. cap,
2 in. diam.,
C.P.A.F. Inst. No.
1125413, 1489860,
1524322 &
2020878000

Sec. Cor.
Pd. on Alum. cap,
2 in. diam.,
C.P.A.F. Inst. No.
1125413, 1489860,
1524322 &
2020878000

LEGEND
SEE SHEET 4 OF 16

SURVEYORS NOTES
SEE SHEET 4 OF 16

BUILDING TIES CALL TABLE
SEE SHEET 4 OF 16

WATER LINE CALL TABLE
SEE SHEET 4 OF 16

LINE & CURVE TABLES
SEE SHEET 4 OF 16

SURVEYOR'S CERTIFICATE
I, SCOTT M. RASOR, SURVEYOR NO. 6374
IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT I HAVE
SURVEYED, SUBMITTED AND PLATTED THE CONDOS AT MILL
RIVER / AMENDED BUILDINGS 5B & 6B, SITUATED UPON THE
PARCELS OF LAND MORE PARTICULARLY DESCRIBED IN THE
OWNER'S CERTIFICATE ON SHEET 2 OF THIS PLAT. I FURTHER
CERTIFY THAT THE SURVEY WAS MADE UNDER MY DIRECT
SUPERVISION AND IS IN CONFORMANCE WITH THE CONSUMERS
PROTECTION ACT AND THE IDAHO PROFESSIONAL LAND SURVEYOR
AND BOARD CODE RELATING TO PLATS AND SUBDIVISIONS.

SCOTT M. RASOR, PLS 6374
DATE

ELEVATION DATUM
THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON
THE NAVD 83 VERTICAL DATUM USING BENCHMARK
RM-12 AS SHOWN ON FEMA MAP COMMUNITY-PARTIAL
NUMBER T8016 D05A, D05B, D05C, D05D, D05E, D05F,
ELEVATION USED FOR RM-12 IS 2146.83 FEET, WORD 25.

1/4 Sec. Cor.
Pd. on Alum. cap,
2 in. diam.,
C.P.A.F. Inst. No.
813832 &
4020880000

Sec. Cor.
Pd. on Alum. cap,
2 in. diam.,
C.P.A.F. Inst. No.
1125413, 1489860,
1524322 &
2020878000

Sec. Cor.
Pd. on Alum. cap,
2 in. diam.,
C.P.A.F. Inst. No.
1125413, 1489860,
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2020878000

Sec. Cor.
Pd. on Alum. cap,
2 in. diam.,
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1125413, 1489860,
1524322 &
2020878000

Sec. Cor.
Pd. on Alum. cap,
2 in. diam.,
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1125413, 1489860,
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Sec. Cor.
Pd. on Alum. cap,
2 in. diam.,
C.P.A.F. Inst. No.
1125413, 1489860,
1524322 &
2020878000

SURVEYS OF RECORD & PRIOR SURVEYS

1) E. L. GERSON PLS 111 FEB 1910 BK. C, PG. 52

2) D. E. SCHUMANN PLS 4182 AUG. 2004 BK. J, PG. 60

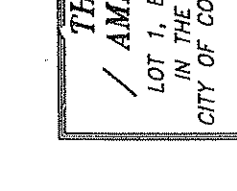
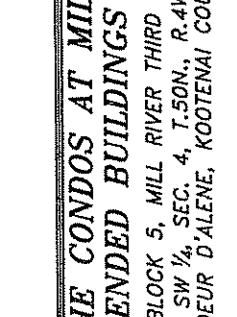
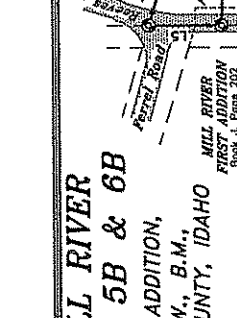
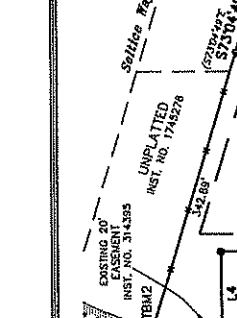
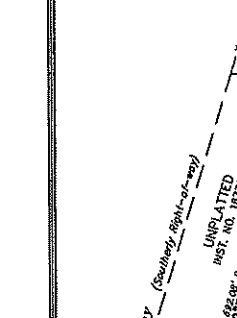
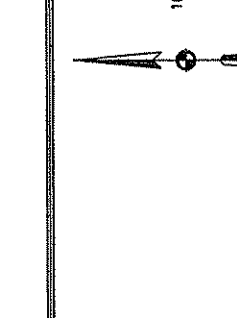
3) D. E. SCHUMANN PLS 4182 OCT. 2004 BK. J, PG. 96

4) D. E. SCHUMANN PLS 4182 MAY 2005 BK. J, PG. 202

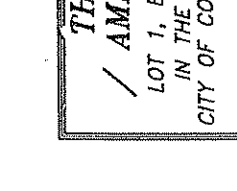
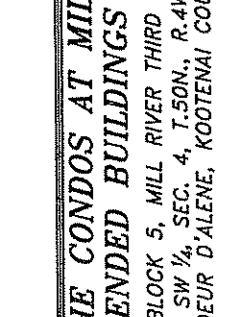
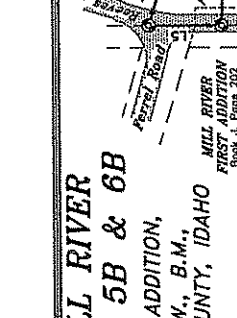
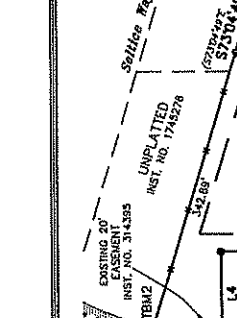
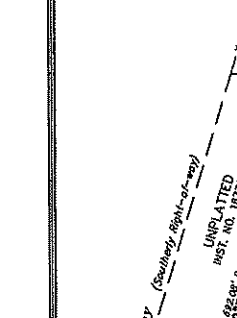
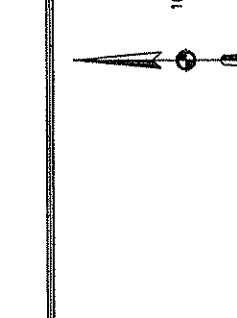
5) D. E. SCHUMANN PLS 4182 SEPT. 2005 BK. J, PG. 249

6) D. E. SCHUMANN PLS 4182 OCT. 2005 BK. J, PG. 257

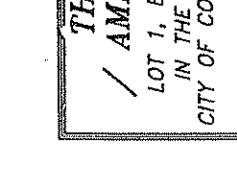
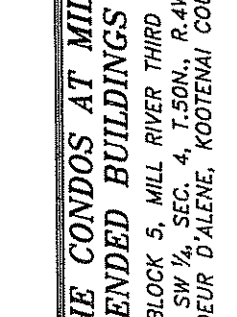
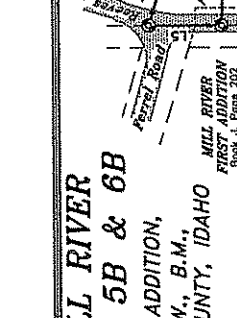
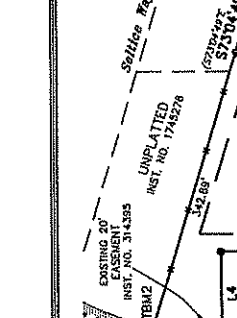
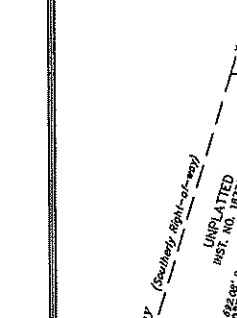
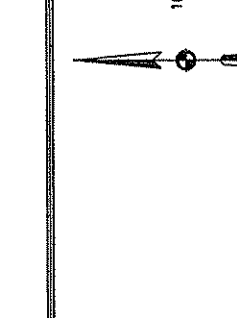
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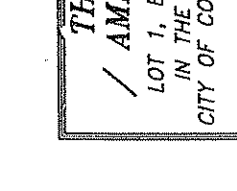
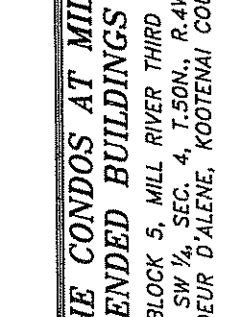
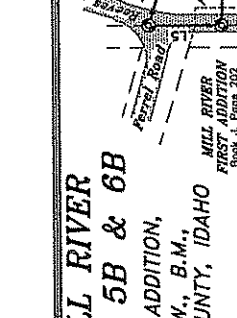
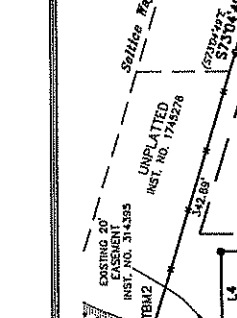
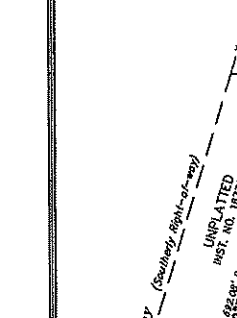
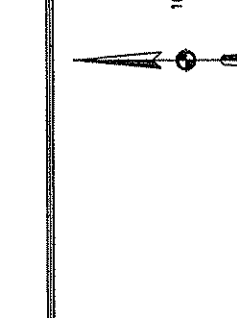
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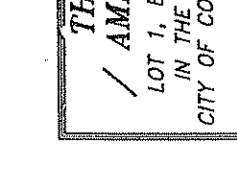
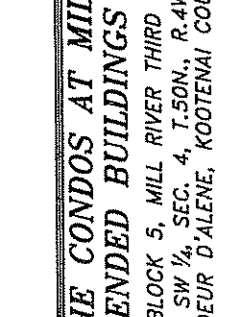
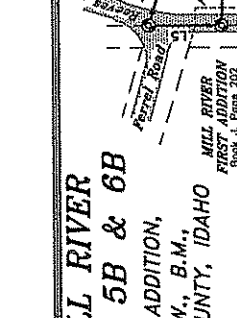
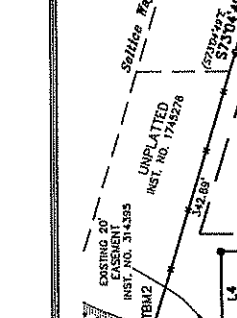
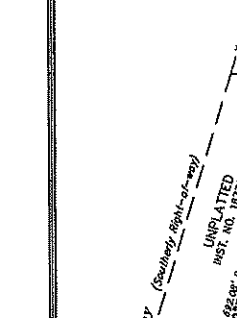
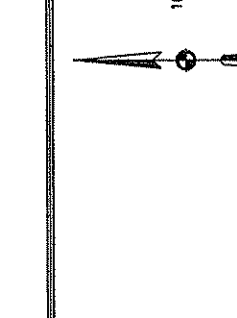
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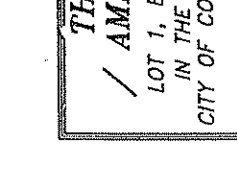
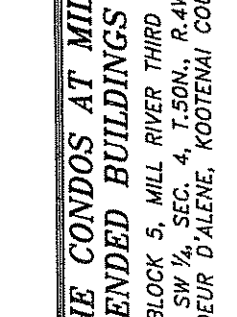
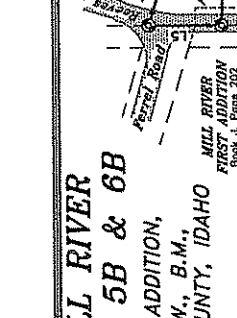
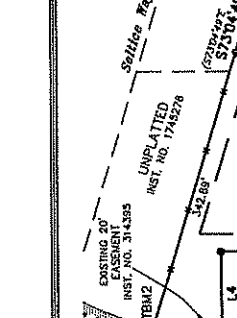
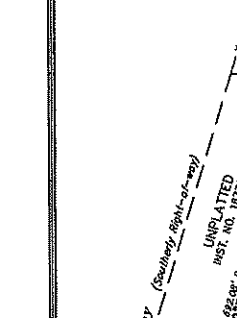
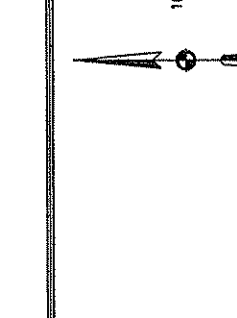
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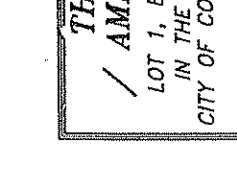
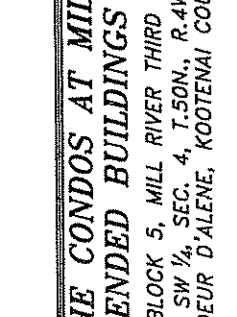
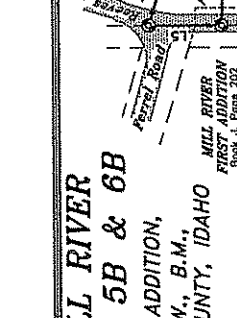
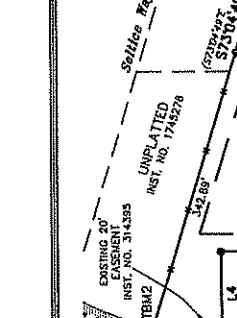
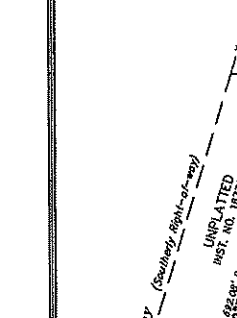
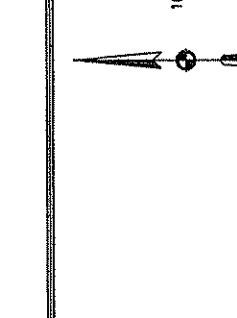
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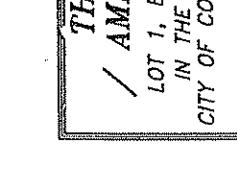
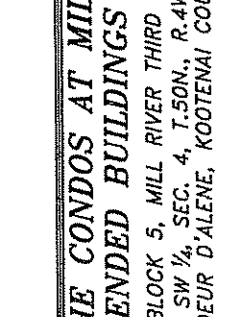
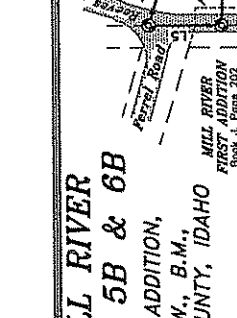
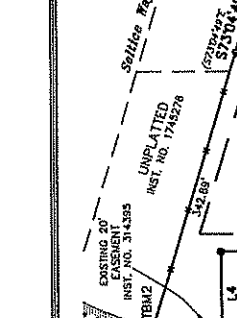
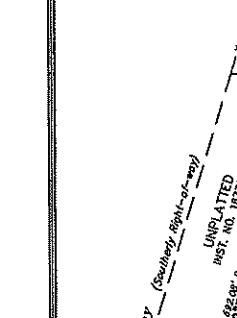
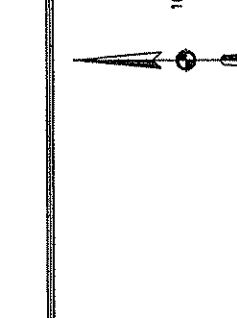
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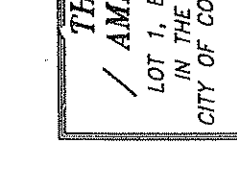
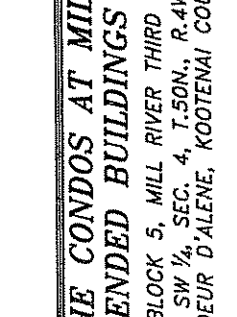
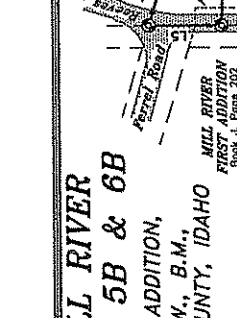
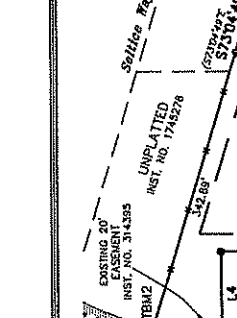
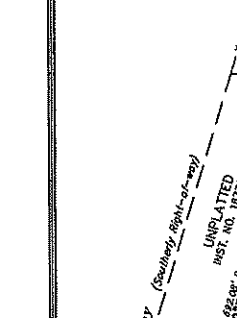
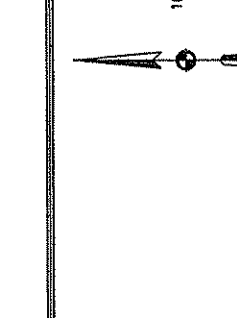
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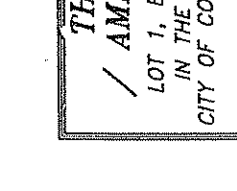
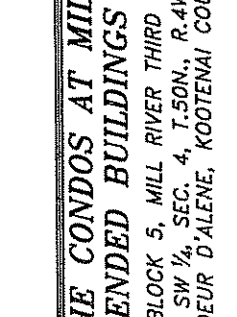
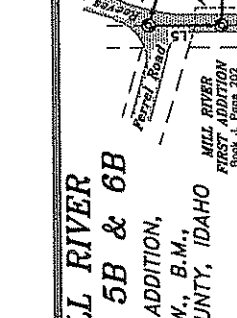
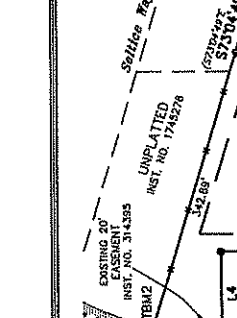
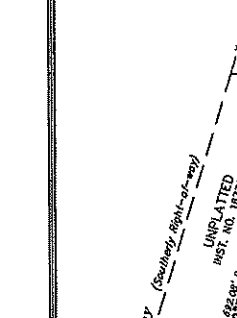
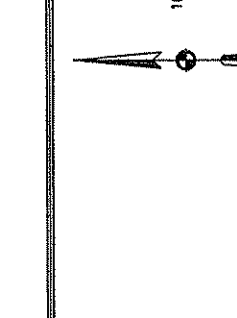
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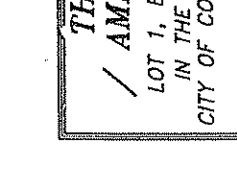
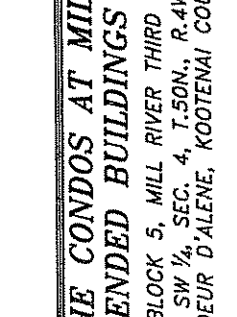
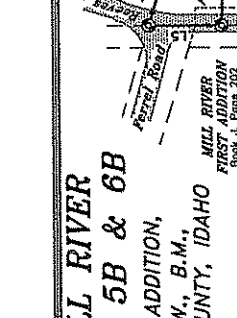
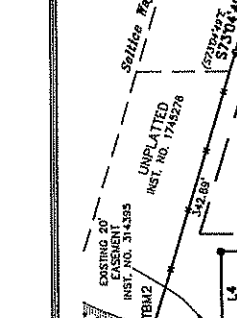
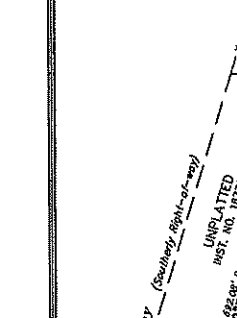
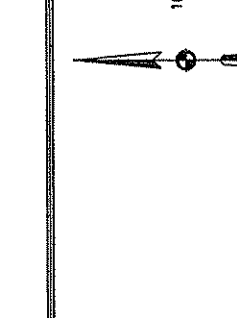
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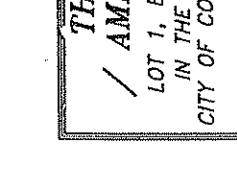
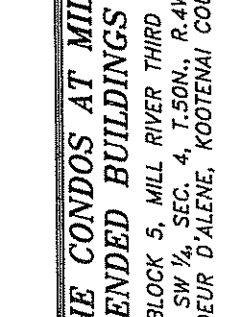
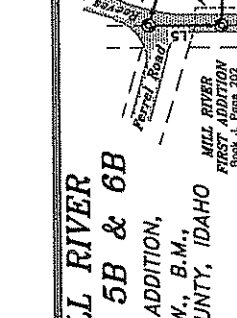
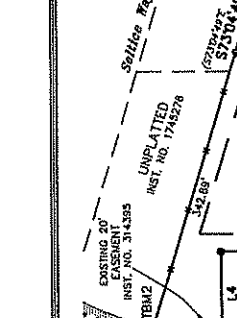
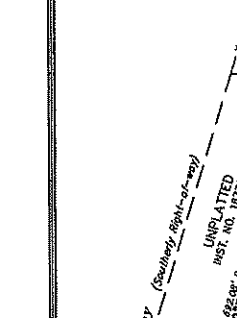
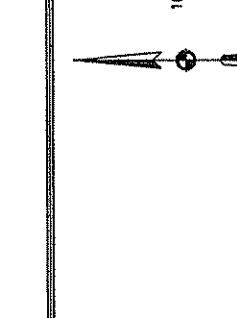
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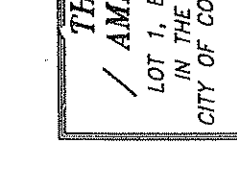
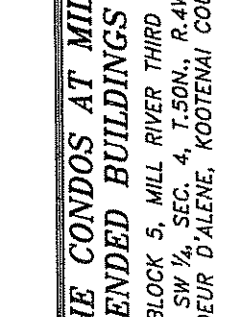
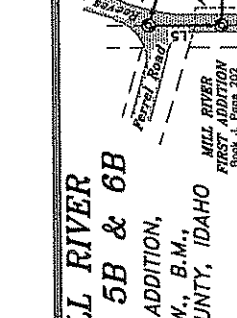
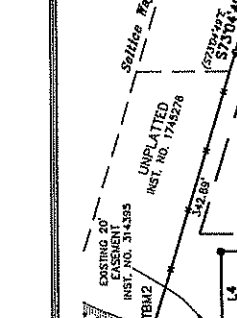
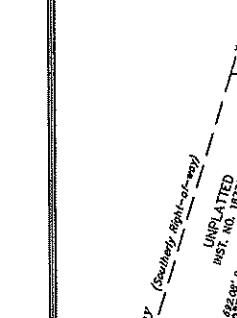
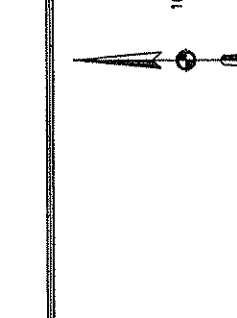
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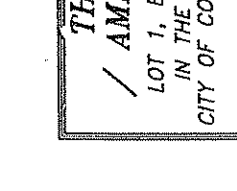
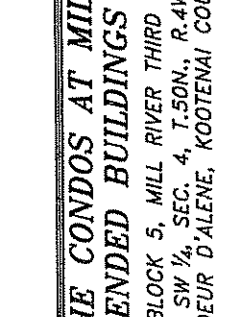
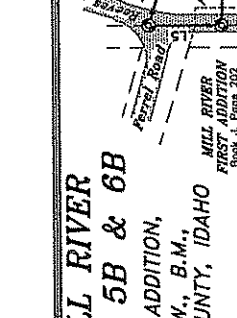
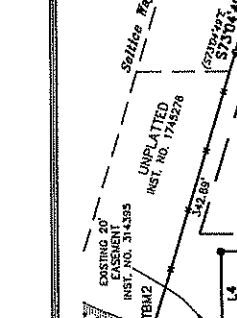
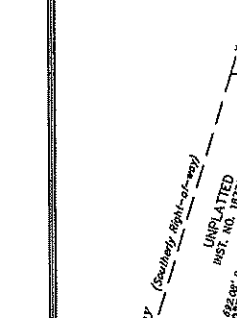
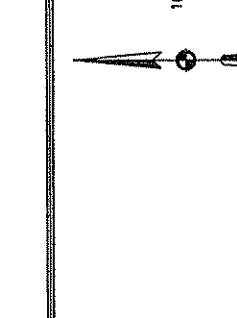
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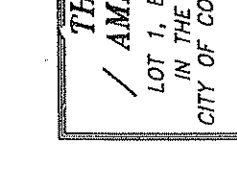
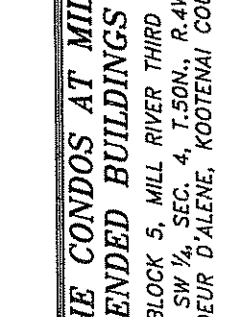
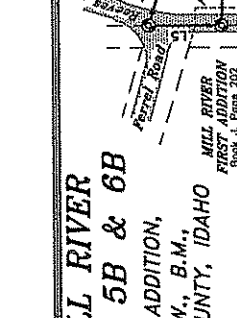
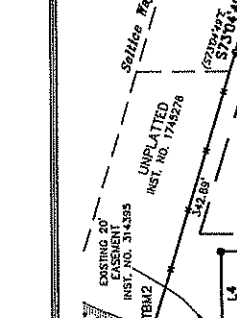
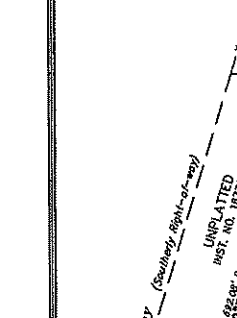
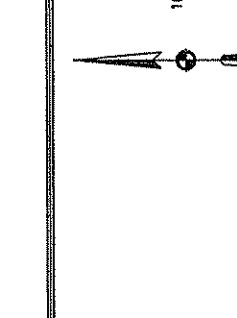
DETAIL "M"
SCALE 1" = 100'



DETAIL "N"
SCALE 1" = 100'



DETAIL "O"
SCALE 1" = 100'



**THE CONDOS AT MILL RIVER
/ AMENDED BUILDINGS 5B & 6B**
LOT 1, BLOCK 5, MILL RIVER THIRD ADDITION,
IN THE SW 1/4, SEC. 4, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATES
KNOW ALL MEN BY THESE PRESENTS THAT MILL RIVER INVESTMENTS, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY AND CONDOMINIUM OWNERS AT MILL RIVER, INC., AN IDAHO CORPORATION, ARE THE RECORD OWNERS OF THE FOLLOWING DESCRIBED REAL PROPERTY:

UNITS 1, 2, 3, 4 AND 5, BUILDING 5B AND UNITS 1, 2, 3, 4 AND 5, BUILDING 6B, OF THE CONDOS AT MILL RIVER, ACCORDING TO THE PLAT RECORDED IN BOOK "J" OF PLATS AT PAGE 347, ET SEQ., RECORDS OF KOOTENAI COUNTY, IDAHO, ESTABLISHED BY THE DECLARATION RECORDED JULY 12, 2005 AS INSTRUMENT NO. 2042984000 AND FIRST AMENDMENT RECORDED AUGUST 9, 2008 AS INSTRUMENT NO. 2048856000 AND SECOND AMENDMENT RECORDED AUGUST 16, 2008 AS INSTRUMENT NO. 2050080000, RECORDS OF KOOTENAI COUNTY, IDAHO.

STEVE WHITE, Director
GREG GERVAIS, Director
USA DUNHAM, Director

CONSENT TO RECORDATION
In Witness Whereof, the undersigned beneficiary, under that certain Deed of Trust covering the real property shown hereon, dated December 18, 2005, recorded December 18, 2005, as Instrument Number 20292308, Records of Kootenai County, Idaho, do hereby consent to the publication of the subject property and to the recordation of this plat.

This _____ day of _____, 2010.
Washington Trust Bank
By: Connie Blitchief
Its: _____

STATE OF WASHINGTON
County of Spokane
On this _____ day of _____, 2010, before me, a Notary Public, personally appeared _____ known to me to be the _____ of Washington Trust Bank and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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

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

ACKNOWLEDGMENT
STATE OF IDAHO
COUNTY OF KOOTENAI

ON THIS _____ day of _____, in the year of _____ before me, personally appeared Steve White, known or identified to me to be the manager or a member of the Mill River Investments, L.L.C., an Idaho Limited Liability Company that executed this instrument, or the person who executed this instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Witness my hand and seal:
Notary Public for the State of Idaho

ACKNOWLEDGMENT
STATE OF IDAHO
COUNTY OF KOOTENAI

ON THIS _____ day of _____, in the year of _____ before me, personally appeared Greg Gervais, known or identified to me to be the manager or a member of the Mill River Investments, L.L.C., an Idaho Limited Liability Company that executed this instrument, or the person who executed this instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Witness my hand and seal:
Notary Public for the State of Idaho

ACKNOWLEDGMENT
STATE OF IDAHO
COUNTY OF KOOTENAI

ON THIS _____ day of _____, in the year of _____ before me, personally appeared _____ known or identified to me to be a member of the Board of Directors of Condominium Owners of Mill River, Inc. an Idaho Corporation, that executed the foregoing instrument on behalf of said company, and that the statements contained therein are true.

Witness my hand and official seal:
Notary Public for the State of Idaho

ACKNOWLEDGMENT
STATE OF IDAHO
COUNTY OF KOOTENAI

ON THIS _____ day of _____, in the year of _____ before me, personally appeared _____ known or identified to me to be a member of the Board of Directors of Condominium Owners of Mill River, Inc. an Idaho Corporation, that executed the foregoing instrument on behalf of said company, and that the statements contained therein are true.

Witness my hand and official seal:
Notary Public for the State of Idaho

ACKNOWLEDGMENT
STATE OF IDAHO
COUNTY OF KOOTENAI

ON THIS _____ day of _____, in the year of _____ before me, personally appeared LISA DUNHAM, known or identified to me to be a member of the Board of Directors of Condominium Owners of Mill River, Inc. an Idaho Corporation, that executed the foregoing instrument on behalf of said company, and that the statements contained therein are true.

Witness my hand and official seal:
Notary Public for the State of Idaho

CITY COUNCIL
THIS PLAT OF THE CONDOS AT MILL RIVER / AMENDED BUILDINGS 5B & 6B IS APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO ON THE _____ DAY OF _____, 20____.
MAYOR _____ ATTEST: CITY CLERK _____

CITY ENGINEER
I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT THIS _____ DAY OF _____, 20____.
CITY OF COEUR D'ALENE ENGINEER _____

HEALTH DISTRICT
A SANITARY RESTRICTION ACCORDING TO IDAHO CODE 50-1328 TO 50-1329 IS IMPOSED ON THIS PLAT. NO BUILDINGS, DWELLINGS, OR SHELTERS SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS _____ DAY OF _____, 20____.
PANHANDLE HEALTH DISTRICT 1 _____
PANHANDLE HEALTH DISTRICT 1 _____

SANITARY RESTRICTIONS SATISFIED AND LIFTED THIS _____ DAY OF _____, 20____.
PANHANDLE HEALTH DISTRICT 1 _____
PANHANDLE HEALTH DISTRICT 1 _____

COUNTY SURVEYOR
HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 20____, I HAVE EXAMINED THE PLAT AND THAT THE ACCURACY THEREOF COMPLES WITH THE REQUIREMENTS OF IDAHO STATE CODE.



KOOTENAI COUNTY SURVEYOR _____

COUNTY TREASURER
I HEREBY CERTIFY THIS _____ DAY OF _____, 20____, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH _____.

KOOTENAI COUNTY TREASURER _____

**State of Idaho
COUNTY RECORDER**
I HEREBY CERTIFY THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____ THIS _____ DAY OF _____, 20____, AT _____ M., AND DULY RECORDED IN PLAT BOOK _____ PAGE _____ INSTRUMENT NO. _____

KOOTENAI COUNTY RECORDER _____



SCOTT M. RASOR, PLS 6374 DATE _____ SHEET 2 OF 16

THE CONDOS AT MILL RIVER / AMENDED BUILDINGS 5B & 6B
LOT 1, BLOCK 5, MILL RIVER THIRD ADDITION,
IN THE SW 1/4, SEC. 4, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

MACKEL ENGINEERING & SURVEYING
2009 N. SPANISH HWY., CORNER OF ALCOE DRUG STORE (PREVIOUS-1419)
IDAHO

SCALE: N/A
DATE: JUL 12, 2010
DRAWN: SAO
CHECKED: SUR
CREW: DEB, DEG, ASH

**THE CONDOS AT MILL RIVER
/ AMENDED BUILDINGS 5B & 6B**
LOT 1, BLOCK 5, MILL RIVER THIRD ADDITION,
IN THE SW 1/4, SEC. 4, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

**SITE PLAN
with
BUILDING CORNER TIES**

BASIS OF BEARING - NORTH OTTOBY
EAST ALONG THE WEST SECTION LINE OF
SECTION 4, TOWNSHIP 50 NORTH, RANGE
4 WEST, BOISE MERIDIAN BETWEEN THE
CORNER AND THE MONUMENTED WEST
QUARTER CORNER.

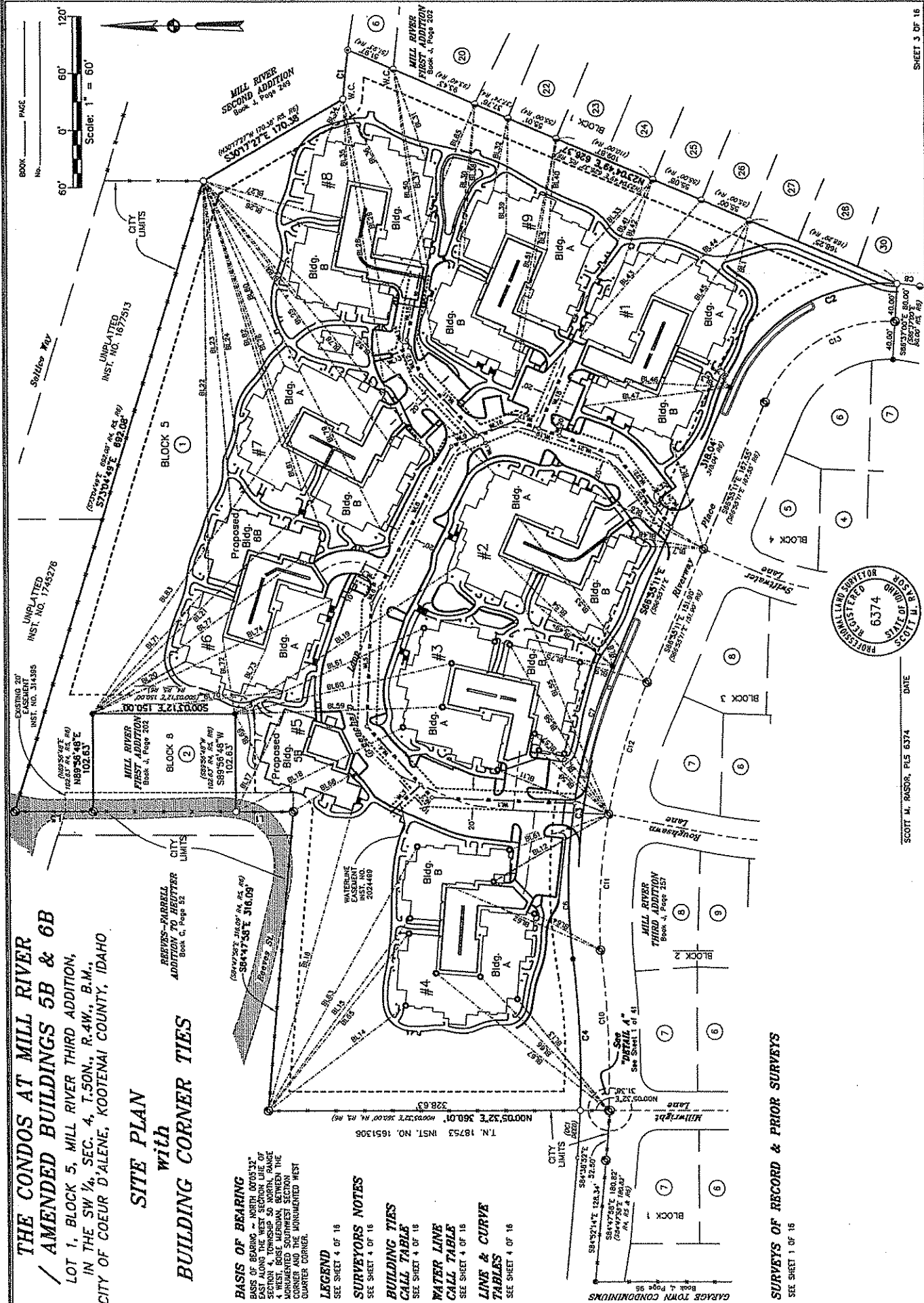
LEGEND
SEE SHEET 4 OF 16

SURVEYORS NOTES
SEE SHEET 4 OF 16

BUILDING TIES
CALL TABLE
SEE SHEET 4 OF 16

WATER LINE
CALL TABLE
SEE SHEET 4 OF 16

LINE & CURVE
TABLES
SEE SHEET 4 OF 16



SURVEYS OF RECORD & PRIOR SURVEYS
SEE SHEET 1 OF 16



SCOTT W. RASTOR, PLS 6374 DATE _____

MECKEL ENGINEERING & SURVEYING
JAMES K. SCHNEPP, INC. OWNER OF MECKEL ENGINEERING & SURVEYING
MECKEL

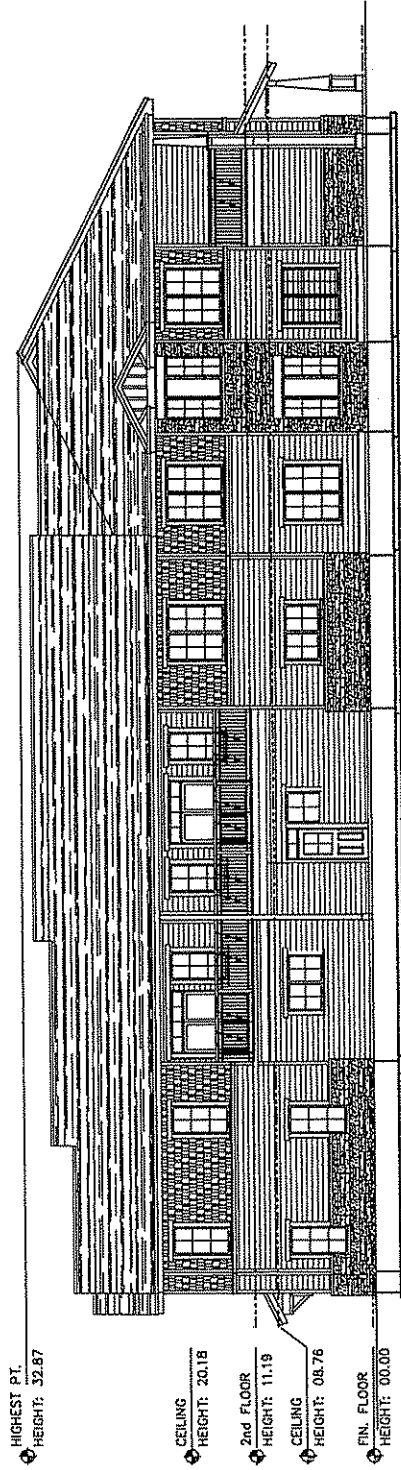
THE CONDOS AT MILL RIVER / AMENDED BUILDINGS 5B & 6B
LOT 1, BLOCK 5, MILL RIVER THIRD ADDITION,
IN THE SW 1/4, SEC. 4, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SCALE: 1" = 60'
DATE: JUL. 12, 2010
DRAWN: SAO
CHECKED: SMR
CREW: DEB, DEG, ASH

SHEET 3 OF 16

THE CONDOS AT MILL RIVER / AMENDED BUILDINGS 5B & 6B
 LOT 1, BLOCK 5, MILL RIVER THIRD ADDITION,
 IN THE SW 1/4 SEC. 4, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____



HIGHEST PT.
HEIGHT: 32.87

CEILING
HEIGHT: 20.18

2nd FLOOR
HEIGHT: 11.19

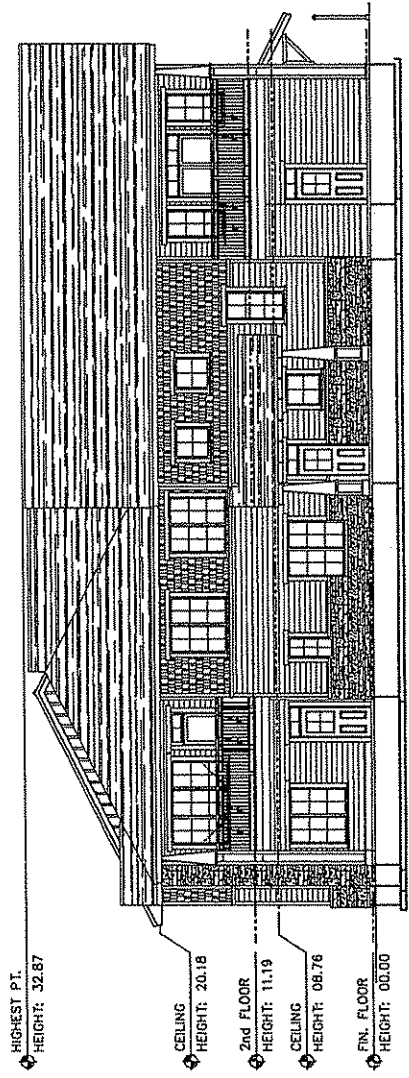
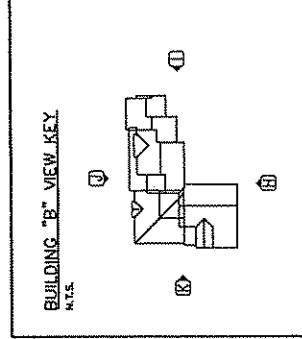
CEILING
HEIGHT: 08.76

FIN. FLOOR
HEIGHT: 00.00

J

BUILDING STYLE "B" NOTE:
 ELEVATION VIEWS SHOWN ARE
 REPRESENTATIVE OF COMPLEX
 #5. COMPLEX #5 IS A REVERSED
 FLOOR PLAN BUT OTHERWISE
 IDENTICAL.

THE NGVD 29 ELEVATIONS FOR
 ALL OF THE INDIVIDUAL
 BUILDINGS ARE SHOWN IN THE
 TABLES ON SHEET 10.



HIGHEST PT.
HEIGHT: 32.87

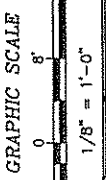
CEILING
HEIGHT: 20.18

2nd FLOOR
HEIGHT: 11.19

CEILING
HEIGHT: 08.76

FIN. FLOOR
HEIGHT: 00.00

K



GRAPHIC SCALE



SCOTT M. RASOR, PLS 6374 DATE _____

SHEET 6 OF 16

THE CONDOS AT MILL RIVER / AMENDED BUILDINGS 5B & 6B
 LOT 1, BLOCK 5, MILL RIVER THIRD ADDITION,
 IN THE SW 1/4 SEC. 4, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

MECKEL ENGINEERING & SURVEYING
 MECKEL
 JOB # 200809 MIT. CITY OF COEUR D'ALENE, IDAHO FOR PROPOSED LOT

JOB NO. CG 04.193
 DWG FILE: 0000/0007/004_210.dwg
 CREW: DBO, DEC, ASK

SCALE: 1/8" = 1'-0"
 DATE: JUL 12, 2010

DRAWN: SQJ, GDH, DJR
 CHECKER:

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 8/7/10
Department Name / Employee Name / Date
Request made by: Clyde E Match and Hermine Frank 667-8639
Name / Phone
100 Coeur d'Alene Ave #920 Coeur d'Alene ID 83814
Address

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

Niche(s): 86 Companion
Lot(s): 8, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____
Block: NGA Section: Riverview Annex

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

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

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract,
Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Clyde E Match & Hermine Frank
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 900 per lot. companion niche
DE 8/10/2010
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
Person making request is authorized to execute the claim: [Signature] 8/10/10
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.
[Signature] 8-11-10
City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

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

**City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd 25-
Rec No 509610
Date 08-10-2010
Date to City Council: 8-17-2010
Reg No. _____
License No. _____
Rv _____

TRANSFER FROM ~~MAN~~ CHILLERS

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

| | | |
|-------------------------------------|--|-------------------|
| <input type="checkbox"/> | Beer only (canned and bottled) not consumed on premise | \$ 50.00 per year |
| <input type="checkbox"/> | Beer and Wine (canned and bottled) not consumed on premise | \$250.00 per year |
| <input type="checkbox"/> | Beer only (canned and bottled only) consumed on premise | \$100.00 per year |
| <input type="checkbox"/> | Beer and Wine (canned and bottled only) consumed on premise | \$300.00 per year |
| <input type="checkbox"/> | Beer only (draft, canned, and bottled) consumed on premise | \$200.00 per year |
| <input type="checkbox"/> | Beer and Wine (Draft, canned, and bottled) consumed on premise | \$400.00 per year |
| <input type="checkbox"/> | Beer, Wine, and Liquor (number issued limited by State of Id) | \$762.50 per year |
| <input checked="" type="checkbox"/> | Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled <u>\$25</u> Consumed on premise <u>yes</u> no Transfer from <u>Chillers</u> to <u>Hoqfish ODA LLC</u> | \$ <u>25.00</u> |

| | |
|---|--|
| Business Name | Hoqfish oda LLC |
| Business Mailing Address | 6065 E. French Gulch Rd |
| City, State, Zip | Coeur-d'Alene, ID 83814 |
| Business Physical Address | 1920 Sherman Ave |
| City, State, Zip | Coeur-d'Alene, ID 83814 |
| Business Contact | Business Telephone: 667-1896 Fax: 664-5447 |
| License Applicant | Hoqfish oda LLC |
| If Corporation, partnership, LLC etc. List all members/officers | Lee Tolley Barbara Tolley Whitney Hall |

ANNOUNCEMENTS

Memo to Council

DATE: August 11, 2010

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the August 17th Council Meeting:

| | | |
|------------------------|--------------------------|----------------------------------|
| Colton Robertson | Arts Commission | Student Rep (Reappointment) |
| Kaitey Mosgrove | Arts Commission | Alt Student Rep (Reappointment) |
| Tiana Simmons | CDA-TV Committee | Student Rep |
| Alyssa Yarbrough | CDA-TV Committee | Alt Student Rep |
| Chelsea R. Longley | Childcare Commission | Student Rep |
| Jennifer Schuman | Childcare Commission | Alt Student Rep |
| Chiamaka Ikefuna | Library Board | Student Rep |
| Ashley Haynes | Library Board | Alt Student Rep |
| Brooke Fackenthall | Parking Commission | Student Rep |
| Tangie Lyons | Parking Commission | Alt Student Rep |
| Kierstie Shellman | Ped/Bike Adv. Committee | Student Rep |
| Devan Karsann | Ped/Bike Adv. Committee | Alt Student Rep |
| Jacob (Jake) Garringer | Planning Commission | Student Rep |
| Jennifer Kieseewetter | Planning Commission | Alt Student Rep* (Reappointment) |
| Aubrey Neal | Planning Commission | Alt Student Rep* |
| Mitchell Shellman | Recreation & Parks Com | Student Rep |
| Ben Woolley | Recreation & Parks Com | Alt Student Rep |
| Sam Wagner | Urban Forestry Committee | Student Rep |
| Nickolas Radobenko | Urban Forestry Committee | Alt Student Rep |

* [Council Members: I learned from Shana Stuhlmiller that both the Student Representative and Alternate for the Planning Commission from last year wanted to serve again. Unfortunately, I learned about it after the letters for our new batch of representatives/alternates had been sent. Due to an oversight on my part, the alternate we originally chose was not eligible, so both of last year's Planning Commission students are placed before you to be reappointed – only both as alternates, since the Student Representative has already been chosen. Please contact me if you have any questions. Thanks! Victoria]

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Arts Commission Liaison
Kathy Lewis, Childcare Commission Liaison
Bette Ammon, Library Board Liaison
Troy Tymesen, Parking Commission Liaison
Monte McCully, Ped/Bike Committee Liaison
John Stamos, Planning Commission Liaison
Doug Eastwood, Parks & Rec Commission Liaison
Karen Haskew, Urban Forestry Committee Liaison

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: August 17, 2010
FROM: Warren Wilson, Deputy City Attorney
SUBJECT: Revisions to Recent Parks and Flood Ordinances

DECISION POINT:

Approve the proposed ordinance to clarify and corrects errors contained in the recent parks and flood plain ordinances.

HISTORY:

The City Council recently adopted a new flood plain development ordinance and parks ordinance. In reviewing the adopted ordinances for codification, several errors were discovered along with several areas where clarifications of terms or the intent of provisions were warranted. The proposed ordinance makes those corrections.

FINANCIAL ANALYSIS:

There is no direct financial impact to this ordinance.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

The proposed ordinance will clarify the recently adopted codes allowing both citizens and city staff to better understand the intent of the code.

DECISION POINT/RECOMMENDATION:

Approve the proposed ordinance to clarify and corrects errors contained in the recent parks and flood plain ordinances.

ORDINANCE NO. _____
COUNCIL BILL NO. 10-1016

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.08.160(B) TO CHANGE ON PUBLIC PROPERTY TO IN ANY PUBLIC BUILDING; SECTION 4.05.110, 4.10.030, 4.10.090, 4.10.100, AND 4.10.120 TO REMOVE "AND CEMETERY"; SECTION 4.30.010 TO CORRECT A SCRIVENERS ERROR; SECTION 4.15.050 TO CHANGE PM TO AM; SECTION 4.05.030 TO CORRECT THE LEGAL DESCRIPTION; SECTION 10.40.030 TO CORRECT A SCRIVENERS ERROR; AND SECTION 15.32.040 TO CHANGE INFORMATION TO INSURANCE; 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 5.08.160, subsection B, is amended to read as follows:*

**5.08.160: BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY;
EXCEPTIONS:**

B. Furthermore, no person shall possess any container, whether open or not, of or containing any beer, wine or other alcoholic beverage in any ~~on~~ public building ~~property~~, with the following exceptions:

1. A certified forensic laboratory; or
2. A public law enforcement facility; ~~or~~

SECTION 2. *That Coeur d'Alene Municipal Code Section 4.05.110 is amended to read as follows:*

4.05.110: Duties:

It is the duty of the committee to:

1. Approve expenditures of funds previously appropriated by the City Council for the maintenance, decorating and cleaning of the Jewett House Trust property. Expenditures for all alterations to the property must first be approved by the Mayor and City Council;
- ~~2.~~ Adopt bylaws, rules, and regulations, subject to approval of the Mayor and City Council and consistent with the Amended Agreement of Trust, for the regulation, use and conduct of

activities at the Jewett House Trust property; and 35. Comply with all city policies, procedures, and regulations.

SECTION 3. That Coeur d'Alene Municipal Code Section 4.10.030 is amended to read as follows:

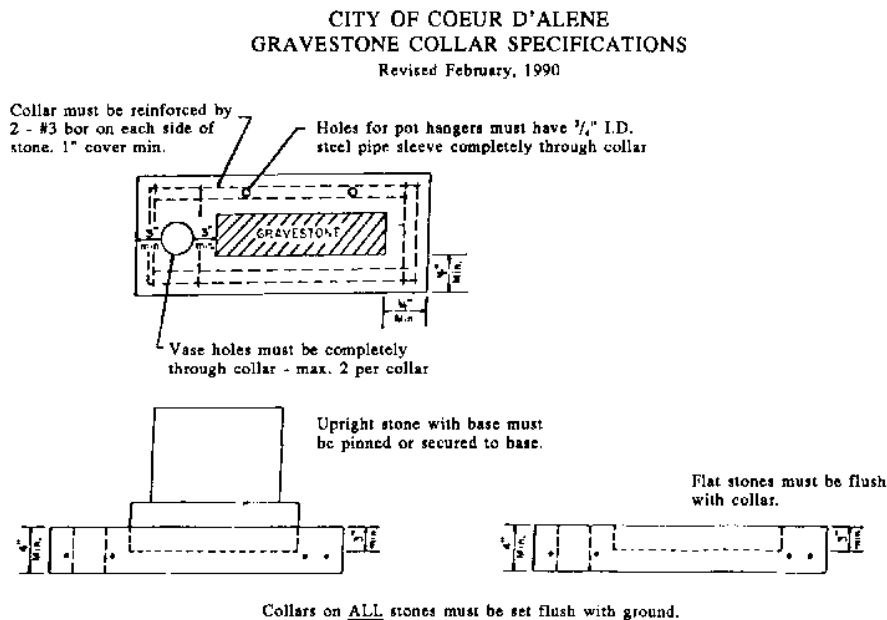
4.10.030: Supervision of City Cemeteries:

The parks director is responsible for the maintenance and operation of the city cemeteries, including enforcement of all ordinances and rules adopted regarding city cemeteries. Unless otherwise provided in this chapter, all work in the city cemeteries must be done by city employees working under the direction of the parks ~~and cemetery~~ director.

SECTION 4. That Coeur d'Alene Municipal Code Section 4.10.090, subsection A, is amended to read as follows:

4.10.090: Monuments and Markers:

A. All monuments and gravestones must be placed upon foundations built of solid masonry, which shall not be less in size than the lower base of the structure, and which shall be of sufficient depth, in the opinion of the parks ~~and cemetery~~ director, to support the monument. There shall be constructed a collar of concrete four inches (4") wide around the base at the bottom of each monument, or granite may be used as the foundation for the gravestone and must also have a minimum of a four inch (4") wide collar around the base of the monument. The monument must be glued and doweled securely to the granite. The top of the concrete collar or granite collar must be flush with the surrounding ground level. Specifications for a concrete collar are as illustrated in the drawing below



SECTION 5. *That Coeur d'Alene Municipal Code Section 4.10.090, subsections A, B & D, are amended to read as follows:*

4.10.100: Interments and Disinterments:

- A. No interment will be permitted, nor will any body be received for burial, unless a proper certificate is furnished to the parks ~~and cemetery~~ director, or his or her designee, setting forth the name of the deceased, the residence of the deceased at the time of his or her death, the name of his or her nearest relative, and the time, place and cause of death.
- B. At least twenty four (24) hours' notice must be given to the parks ~~and cemetery~~ director before any interment. Such notice shall give the size of the case used and the location of the grave.
- D. No interment or disinterment shall be made except by cemetery employees under the direction of the parks ~~and cemetery~~ director, and upon the written consent of the record owner of the lot, his or her surviving spouse and/or members of the immediate family.

SECTION 6. *That Coeur d'Alene Municipal Code Section 4.10.120 is amended to read as follows:*

4.10.120: Cemetery Hours:

All city cemeteries are closed to the public during the hours of ten o'clock (10:00) P.M. until seven o'clock (7:00) A.M., and all persons are prohibited from entering into any city cemetery during such hours except by special authorization of the parks ~~and cemetery~~ director.

SECTION 7. *That Coeur d'Alene Municipal Code Section 4.30.010 is amended to read as follows:*

4.30.010: Commercial Activity on Public Property Prohibited:

Commercial displays, promotions, arts and crafts displays, exhibits, commercial or business activities, or commercial enterprises with or without items for sale, are prohibited on city owned beaches, natural areas, parks, playgrounds or playfields, unless otherwise specifically authorized in the municipal code or by ~~contact~~ contract with the City.

SECTION 8. *That Coeur d'Alene Municipal Code Section 4.15.050 is amended to read as follows:*

4.15.050: Additional Regulations for the 3rd Street Parking Lot:

In addition to the provisions of M.C. 4.15.040, the following regulations governing the use of the 3rd Street parking lot:

- A. Vehicles, including motor vehicles with an attached trailer, longer than forty four feet (44') cannot be parked in the parking lot.
- B. Single-unit vehicles cannot park in stalls marked for multi-unit vehicles except from 12:00 a.m. December 21st until 12:00 ~~a~~.m. March 20th annually.
- C. Cranes are not allowed in the parking lot unless the mayor declares an emergency.

SECTION 8. *That the following definitions contained in Coeur d'Alene Municipal Code Section 4.05.030 are amended to read as follows:*

4.05.030: Definitions:

Hubbard Street Beach: An approximate .4 acre park located on the south side of ~~if~~ the 800 block of West Lake Shore Drive across from the end of Hubbard Street and generally bounded by Lake Coeur d'Alene to the south, North Idaho College beach front to the west, Lakeshore Drive to the ~~north~~ south and private beaches to the east (Finch's Sub-Div, Lt 6 EX Tax # Blk 2).

Jewett House: An approximate 2.2 acre special use facility, located at 1501 East Lakeshore Drive and generally bounded by Lake Coeur d'Alene to the south, 15th Street to the west and private property to the north and ~~east~~ west (Tax # 11205)

SECTION 9. *That Coeur d'Alene Municipal Code Section 10.40.030 is amended to read as follows:*

10.40.030: BICYCLES AND TOY VEHICLES:

A. Prohibited Acts: It shall be unlawful for any person:

1. To ride or operate or cause to be operated a bicycle on the sidewalk along Sherman Avenue between First Street and Sixth Street. No person shall ride or operate or cause to be operated a bicycle on a sidewalk from the south side of the sidewalk right of way on Lakeside Avenue to the north side of the sidewalk right of way on Front Avenue from First Street to Sixth Street unless to cross such sidewalk into an alleyway, a private drive, or to enter a crosswalk.

2. Bicycles shall not be parked in such a manner as to obstruct or impede the movement of pedestrians, motor vehicles, or other bicycles, or to cause damage to trees, shrubs, other plants, or other property.

3. No person shall ride or operate a skateboard, roller skates, in-line skates, human powered scooter, or other toy vehicle on the streets, highways, or sidewalks in the area set forth in subsection A1 of this section.

~~45.~~ Nothing in this section shall prohibit the mayor and/or city council from allowing bicycle, skateboard, or other exhibits or demonstrations by permit or other ordinance.

~~56.~~ A violation of any of the above subsections shall constitute an infraction which shall be punished only by a penalty established by state law, Idaho Code section 49-1503.

SECTION 10. *That the definition of Digital FIRM (DFIRM) in Coeur d'Alene Municipal Code Section 15.32.040 is amended to read as follows:*

15.32.040: Definitions:

Digital FIRM (DFIRM) means Digital Flood ~~Insurance Information~~ Rate Map. It depicts flood risk and zones and flood risk information. The DFIRM presents the flood risk information in a format suitable for electronic mapping applications.

SECTION 11. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 12. 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 13. 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 14. 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 17th day of August 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

AMENDING SECTION 5.08.160(B) TO CHANGE ON PUBLIC PROPERTY TO IN ANY PUBLIC BUILDING; SECTION 4.05.110, 4.10.030, 4.10.090, 4.10.100, AND 4.10.120 TO REMOVE "AND CEMETERY"; SECTION 4.30.010 TO CORRECT A SCRIVENERS ERROR; SECTION 4.15.050 TO CHANGE PM TO AM; SECTION 4.05.030 TO CORRECT THE LEGAL DESCRIPTION; SECTION 10.40.030 TO CORRECT A SCRIVENERS ERROR; AND SECTION 15.32.040 TO CHANGE INFORMATION TO INSURANCE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Section 5.08.160(B) To Change On Public Property To In Any Public Building; Section 4.05.110, 4.10.030, 4.10.090, 4.10.100, And 4.10.120 To Remove "And Cemetery"; Section 4.30.010 To Correct A Scriveners Error; Section 4.15.050 To Change Pm To Am; Section 4.05.030 To Correct The Legal Description; Section 10.40.030 To Correct A Scriveners Error; And Section 15.32.040 To Change Information To Insurance;, 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 17th day of August, 2010

Warren J. Wilson, Chief Deputy City Attorney

PUBLIC HEARINGS

Staff Report

DATE: July 12, 2010
FROM: Troy Tymesen, Finance Director
SUBJECT: Declaration of surplus real property

DECISION POINT:

To declare surplus a piece of real property (approximately 0.8 of an acre) located in the very northwest corner of the City owned land commonly known as the compost facility. The compost facility is located north of Appleway Avenue at the end of Julia Street west of Howard Avenue. The underlying zoning of the subject property is manufacturing.

HISTORY:

The City's General Fund is the owner of this property and it was not acquired with any designated funds, per State Statute Title 50 chapter 14, the City can liquidate real property by declaring the property surplus and setting a public hearing. It is suggested that the declaration be made by a resolution which would also set a public hearing and allow the City Clerk to publish a notice that is made part of the resolution. The City Council is not required to appraise the property, and if it is deemed appropriate may establish a minimum price. After the public hearing the City can liquidate the property at a public auction to the highest bidder.

FINANCIAL ANALYSIS:

The liquidation of this property would generate capital for the General Fund. The use of the funds have not been determined, however the one time real property sale income would not support ongoing wages and benefits. It is suggested that a minimum price be set with staff assistance.

PERFORMANCE ANALYSIS:

The proposed surplus property is located next to a compost facility on property zoned manufacturing. The potential purchasers of the property will need to meet all City codes for any development on the property.

DECISION POINT/RECOMMENDATION:

To adopt a resolution to declare surplus a piece of real property (approximately 0.8 of an acre) located in the very northwest corner of the City owned land commonly known as the compost facility and to set a public hearing for August 17, 2010.

RESOLUTION NO. 10-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY AS SURPLUS PROPERTY WITH A MINIMUM BID AMOUNT AND DIRECTING CITY STAFF TO PREPARE THE PROPERTY FOR SALE, SET AN AUCTION DATE AND NOTIFY THE PUBLIC OF THE AUCTION DATE.

WHEREAS, the City Finance Director recommended that the Mayor and City Council of the City of Coeur d'Alene declare certain real property (the "Property") surplus and that the real property be offered for sale at a minimum price. A description of the Property is attached hereto as Exhibit "A", which by this reference is incorporated herein; and

WHEREAS, After declaring its intent to offer the property for sale on the record at a public meeting of the City Council on July 20, 2010, the Mayor and City Council set a public hearing on August 17, 2010 to consider public comments on the proposed sale; and

WHEREAS, Having considered public comments at the hearing, the Mayor and City Council have determined that it is in the best interest of the City and the Citizens thereof to sell the Property; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the Property is underutilized and should be offered for sale at public auction;

BE IT FURTHER RESOLVED that the minimum bid price to be accepted for the Property is One Dollar Seventy Cents (\$1.70) per square foot;

BE IT FURTHER RESOLVED that the City Finance Director is directed to have the property platted and to take all other necessary steps to prepare the Property for sale and once the Property is prepared for sale to set a date for a public auction to sell the Property;

BE IT FURTHER RESOLVED that the City Clerk is directed to publish notice of the auction date in the official newspaper of the City at least fourteen (14) days prior to the auction.

DATED this 17TH day of August, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

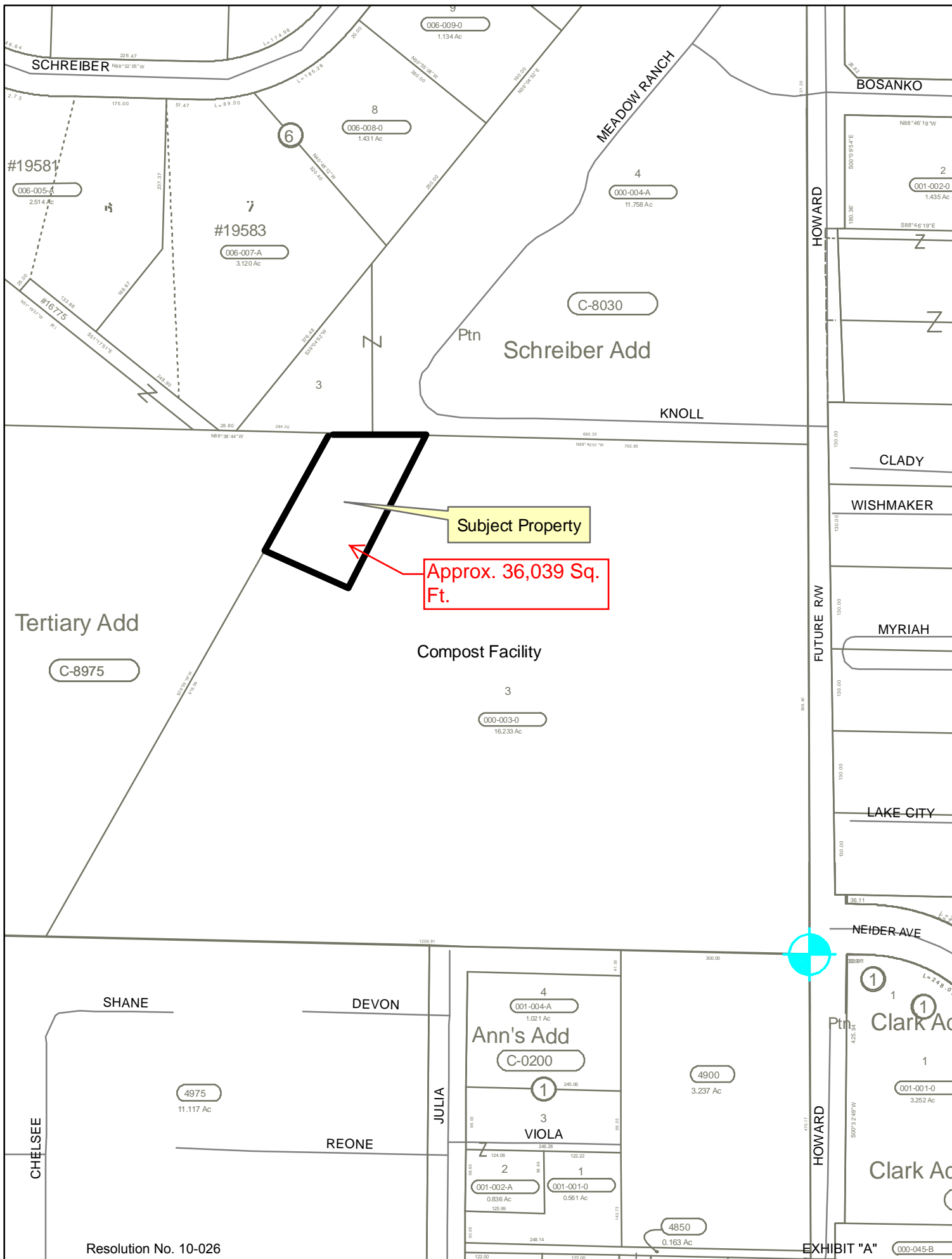
COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

_____ was absent. Motion _____.



Subject Property

Approx. 36,039 Sq. Ft.

Compost Facility

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

August 9, 2010
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers

STAFF PRESENT

Dave Shults, Capital Program Mgr.
Amy Ferguson, Executive Assistant
Jon Ingalls, Deputy City Administrator
Warren Wilson, Deputy City Attorney
Doug Eastwood, Parks Director

Item 1 Riverstone Pond – Extension of Maintenance Agreement
Consent Calendar

Doug Eastwood, Parks Director, presented a request to renew the Pond Maintenance Agreement with SRM and the Riverstone Homeowners Association. He noted that it is just an update to the agreement in which SRM maintains the pond and the city maintains the park. At some point SRM will be transferring the pond maintenance responsibilities to the Riverstone Homeowners Association once it gets established. The agreement will be extended for another 3 year period of time.

Mr. Eastwood said that the pond is doing very well. During the first year they saw a little bit of algae bloom, but it was taken care of. SRM has done a good job of making any repairs that are needed.

MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-031 approving the renewal of the City’s Pond Maintenance Agreement with SRM and the Riverstone Homeowners Association. Motion carried.

Item 2 Change Order #1 for Contractors Northwest for WWTP Phase 5B
Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #1, for an increased cost of \$48,801 to the City’s agreement with Contractors Northwest, Inc. for a total construction contract amount of \$10,680,901.

Mr. Shults noted in his staff report that several changes to the plans and specifications were made by the project consultant, HDR Engineering to address issues related to the building permits for the various structures, to add several design details that were omitted from the original plans and specifications, and to accept several credits offered by the contractor for substitutions involving materials. Change Order #1 includes changes costing \$150,482. That amount is reduced by a portion of the amount included in CNI’s bid for unanticipated work. The change order work can be accomplished without adding any days to the required completion days for CNI’s work.

Mr. Shults said that most of the work on the change order has already been done. The 5B project includes an administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a

Mr. Shults said the largest item on the Changer Order was a necessary change in pipeline material and the addition of insulation that is significantly different than originally specified that is needed to facilitate the green system that will be using the gas created by the process to heat the buildings. Four other items address improvements that the City's building department asserted must be added to comply with building code requirements.

Councilman McEvers questioned why design changes were necessary to satisfy the city's building official after a project review was conducted. Mr. Shults said that during the project review process, the city departments did not provide detailed review of all the details of design that are part of this very complicated industrial project. After the construction contract was awarded and after application for building permits, it took quite a large effort for the detailed city department review to be accomplished, and quite an effort for the wastewater design and architect team to respond to the many requests from the building department for design changes to allow issuance of permits. Mr. Shults said that the design changes were sufficiently timely to minimize any contractor delay and rework. Councilman Hassell commented that large projects such as this have a contingency or reserve in the bids because it is anticipated that there will be things that are missed because it is such a big project.

Mr. Shults commented that there will be another change order coming within the next month and confirmed that this change order and the second one would be paid from the unanticipated contingency fund.

MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 10-031 approving Change Order #1, for an increased cost of \$48,801 to the City's agreement with Contractors Northwest, for a total construction contract amount of \$10,680,901. 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 6/30/2010 | RECEIPTS | DISBURSE- MENTS | BALANCE 7/31/2010 |
|--|----------------------|---------------------|---------------------|----------------------|
| <u>General-Designated</u> | \$540,658 | \$3,231 | \$49,745 | \$494,143 |
| <u>General-Undesignated</u> | 2,640,862 | 15,834,435 | 10,743,711 | 7,731,586 |
| <u>Special Revenue:</u> | | | | |
| Library | (56,092) | 438,677 | 100,212 | 282,373 |
| CDBG | (547) | | 390 | (937) |
| Cemetery | (92,186) | 25,505 | 27,989 | (94,670) |
| Parks Capital Improvements | 220,442 | 26,872 | 22,347 | 224,967 |
| Impact Fees | 2,085,651 | 11,751 | 319,750 | 1,777,652 |
| Annexation Fees | 84,996 | 13 | | 85,009 |
| Insurance | 1,863,609 | 355 | 9,699 | 1,854,265 |
| Cemetery P/C | 1,882,308 | 11,425 | | 1,893,733 |
| Jewett House | 12,102 | 1,896 | 1,847 | 12,151 |
| KCATT | 3,412 | | | 3,412 |
| Reforestation | 3,307 | | 83 | 3,224 |
| Street Trees | 202,427 | 2,730 | 2,010 | 203,147 |
| Community Canopy | 791 | | | 791 |
| CdA Arts Commission | 4,827 | 1,183 | 3,523 | 2,487 |
| Public Art Fund | 12,868 | 6,502 | | 19,370 |
| Public Art Fund - LCDC | 246,673 | 37 | | 246,710 |
| Public Art Fund - Maintenance | 112,104 | 2,162 | 47 | 114,219 |
| KMPO - Kootenai Metro Planning Org | (4,812) | 28,881 | | 24,069 |
| <u>Debt Service:</u> | | | | |
| 2000, 2002 & 2006 G.O. Bonds | 1,140,347 | 364,586 | | 1,504,933 |
| LID Guarantee | 760 | 2,644 | | 3,404 |
| LID 124 Northshire/Queen Anne/Indian Meadows | 884 | | | 884 |
| LID 127 Fairway / Howard Francis | 41 | | | 41 |
| LID 129 Septic Tank Abatement | 824 | | | 824 |
| LID 130 Lakeside / Ramsey / Industrial Park | - | 750 | | 750 |
| LID 143 Lunceford / Neider | - | | | - |
| LID 146 Northwest Boulevard | 78,885 | | | 78,885 |
| <u>Capital Projects:</u> | | | | |
| Street Projects | 275,792 | 614,686 | 34,795 | 855,683 |
| 2006 GO Bond Capital Projects | - | | | - |
| <u>Enterprise:</u> | | | | |
| Street Lights | 63,274 | 40,722 | 40,565 | 63,431 |
| Water | 882,500 | 308,799 | 278,101 | 913,198 |
| Water Capitalization Fees | 929,518 | 19,750 | | 949,268 |
| Wastewater | 8,939,395 | 481,509 | 897,493 | 8,523,411 |
| Wastewater-Reserved | 1,063,198 | 27,500 | | 1,090,698 |
| WWTP Capitalization Fees | 1,270,764 | 34,408 | | 1,305,172 |
| WW Property Mgmt | 60,668 | | | 60,668 |
| Sanitation | (80,947) | 256,496 | 259,167 | (83,618) |
| Public Parking | 640,719 | 10,513 | 5,840 | 645,392 |
| Stormwater Mgmt | 592,135 | 115,659 | 243,536 | 464,258 |
| Wastewater Debt Service | 428 | | | 428 |
| <u>Fiduciary Funds:</u> | | | | |
| Kootenai County Solid Waste Billing | 186,239 | 181,686 | 186,403 | 181,522 |
| LID Advance Payments | 674 | 240 | | 914 |
| Police Retirement | 1,351,770 | 76,376 | 22,061 | 1,406,085 |
| Sales Tax | 1,235 | 1,126 | 1,235 | 1,126 |
| BID | 180,873 | 17,835 | 30,000 | 168,708 |
| Homeless Trust Fund | 434 | 363 | 434 | 363 |
| GRAND TOTAL | \$27,343,810 | \$18,951,303 | \$13,280,983 | \$33,014,129 |

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 31-Jul-2010

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 7/31/2010 | PERCENT EXPENDED |
|------------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council | Personnel Services | \$183,234 | \$153,220 | 84% |
| | Services/Supplies | 14,360 | 8,139 | 57% |
| Administration | Personnel Services | 483,605 | 402,378 | 83% |
| | Services/Supplies | 5,500 | 3,669 | 67% |
| Finance | Personnel Services | 637,704 | 509,660 | 80% |
| | Services/Supplies | 116,240 | 77,402 | 67% |
| Municipal Services | Personnel Services | 822,699 | 658,470 | 80% |
| | Services/Supplies | 463,207 | 351,572 | 76% |
| Human Resources | Personnel Services | 203,034 | 170,452 | 84% |
| | Services/Supplies | 34,600 | 16,529 | 48% |
| Legal | Personnel Services | 1,228,228 | 1,022,570 | 83% |
| | Services/Supplies | 92,260 | 86,508 | 94% |
| | Capital Outlay | | | |
| Planning | Personnel Services | 491,222 | 404,808 | 82% |
| | Services/Supplies | 29,200 | 4,493 | 15% |
| Building Maintenance | Personnel Services | 267,082 | 223,006 | 83% |
| | Services/Supplies | 124,354 | 106,968 | 86% |
| Police | Personnel Services | 8,504,121 | 6,773,051 | 80% |
| | Services/Supplies | 695,924 | 433,963 | 62% |
| Fire | Personnel Services | 6,391,258 | 5,312,555 | 83% |
| | Services/Supplies | 383,290 | 254,439 | 66% |
| General Government | Services/Supplies | 163,250 | 300,228 | 184% |
| Byrne Grant (Federal) | Personnel Services | | 73,124 | |
| | Services/Supplies | 87,343 | 472,696 | 541% |
| COPS Grant | Personnel Services | | 94,395 | |
| CdA Drug Task Force | Services/Supplies | 51,640 | 128,561 | 249% |
| | Capital Outlay | | | |
| Streets | Personnel Services | 1,686,286 | 1,372,626 | 81% |
| | Services/Supplies | 470,400 | 350,480 | 75% |
| ADA Sidewalk Abatement | Personnel Services | 162,946 | 99,903 | 61% |
| | Services/Supplies | 58,500 | 32,000 | 55% |
| Engineering Services | Personnel Services | 347,291 | 296,932 | 85% |
| | Services/Supplies | 732,050 | 459,134 | 63% |
| | Capital Outlay | | 30,498 | |

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
31-Jul-2010

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 7/31/2010 | PERCENT EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Parks | Personnel Services | 1,183,560 | 984,054 | 83% |
| | Services/Supplies | 426,260 | 253,892 | 60% |
| Recreation | Personnel Services | 599,152 | 446,049 | 74% |
| | Services/Supplies | 141,150 | 131,203 | 93% |
| Building Inspection | Personnel Services | 797,620 | 599,368 | 75% |
| | Services/Supplies | 35,800 | 23,409 | 65% |
| Total General Fund | | <u>28,114,370</u> | <u>23,122,404</u> | <u>82%</u> |
| Library | Personnel Services | 941,698 | 768,712 | 82% |
| | Services/Supplies | 184,000 | 128,395 | 70% |
| | Capital Outlay | 60,000 | 53,468 | 89% |
| CDBG | Services/Supplies | 304,576 | 77,550 | 25% |
| Cemetery | Personnel Services | 148,024 | 125,424 | 85% |
| | Services/Supplies | 90,650 | 58,079 | 64% |
| | Capital Outlay | | 116,129 | |
| Impact Fees | Services/Supplies | 830,000 | 774,726 | 93% |
| Annexation Fees | Services/Supplies | 200,000 | 200,000 | 100% |
| Parks Capital Improvements | Capital Outlay | 227,000 | 215,588 | 95% |
| Insurance | Services/Supplies | 201,243 | 209,124 | 104% |
| Cemetery Perpetual Care | Services/Supplies | 98,500 | 81,148 | 82% |
| Jewett House | Services/Supplies | 17,100 | 10,865 | 64% |
| Reforestation | Services/Supplies | 2,500 | 7,258 | 290% |
| Street Trees | Services/Supplies | 41,500 | 49,631 | 120% |
| Community Canopy | Services/Supplies | 1,000 | 642 | 64% |
| CdA Arts Commission | Services/Supplies | 6,600 | 3,544 | 54% |
| Public Art Fund | Services/Supplies | 173,000 | 159,101 | 92% |
| KMPO | Services/Supplies | 650,000 | 235,722 | 36% |
| Total Special Revenue | | <u>4,177,391</u> | <u>3,275,106</u> | <u>78%</u> |
| Debt Service Fund | | <u>2,153,383</u> | <u>1,951,881</u> | <u>91%</u> |

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
31-Jul-2010

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 7/31/2010 | PERCENT EXPENDED |
|-----------------------------------|------------------------|-------------------|-------------------------|---------------------|
| Kathleen / Howard Signal | Capital Outlay | 125,000 | 43,106 | 34% |
| Govt Way - Dalton to Hanley | Capital Outlay | 1,000,000 | 150,380 | 15% |
| Howard - Neider Extension | Capital Outlay | 200,000 | 399,319 | 200% |
| Howard Street - North | Capital Outlay | | 224,783 | |
| 4th St - Lakeside to Harrison | Capital Outlay | | 613,907 | |
| 15th Street - Lunceford to Dalton | Capital Outlay | 400,000 | 2,146 | 1% |
| 3rd St & Harrison signal | Capital Outlay | 275,000 | | |
| 15th St & Harrison signal | Capital Outlay | | 1,598 | |
| Intersection of Hanley & US95 | Capital Outlay | | 109,382 | |
| Fire Dept GO Bond Expenditure | Capital Outlay | | 7,833 | |
| Total Capital Projects Funds | | 2,000,000 | 1,552,454 | 78% |
| Street Lights | Services/Supplies | 555,571 | 468,362 | 84% |
| Water | Personnel Services | 1,432,550 | 1,152,582 | 80% |
| | Services/Supplies | 3,722,007 | 1,030,771 | 28% |
| | Capital Outlay | 755,700 | 701,407 | 93% |
| Water Capitalization Fees | Services/Supplies | 416,240 | | |
| Wastewater | Personnel Services | 2,112,635 | 1,624,389 | 77% |
| | Services/Supplies | 5,190,638 | 1,448,836 | 28% |
| | Capital Outlay | 13,118,436 | 6,596,908 | 50% |
| | Debt Service | 1,489,110 | 1,125,160 | 76% |
| WW Capitalization | Services/Supplies | 1,026,993 | | |
| Sanitation | Services/Supplies | 3,116,772 | 2,593,852 | 83% |
| Public Parking | Services/Supplies | 173,957 | 126,616 | 73% |
| | Capital Outlay | | | |
| Stormwater Mgmt | Personnel Services | 390,145 | 336,482 | 86% |
| | Services/Supplies | 523,737 | 328,625 | 63% |
| | Capital Outlay | 475,000 | 431,622 | 91% |
| Total Enterprise Funds | | 34,499,491 | 17,965,612 | 52% |
| Kootenai County Solid Waste | | 2,400,000 | 1,580,923 | 66% |
| Police Retirement | | 237,500 | 176,899 | 74% |
| Business Improvement District | | 142,000 | 90,000 | 63% |
| Homeless Trust Fund | | 5,000 | 4,419 | 88% |
| Total Fiduciary Funds | | 2,784,500 | 1,852,241 | 67% |
| TOTALS: | | \$73,729,135 | \$49,719,698 | 67% |