



Coeur d'Alene

CITY COUNCIL MEETING

May 19, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
MAY 5, 2009**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room May 5, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Ron Hunter, Church of the Nazarene.

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

PRESENTATIONS:

PROCLAMATION – BIKE MONTH: On behalf of Mayor Bloem, Councilman Bruning read the Mayor's proclamation designating the month of May as "Bike Month" in the City. Former Pedestrian & Bicycle Advisory Committee Chairman, Mac Cavasar accepted the proclamation. Mr. Cavasar commented that this is the third year they have done the Bike Month and they have placed "Bike your Drive" posters around town. There is a kick-off ride to the downtown area on Monday at 7:30 a.m., beginning at Riverstone Park. On Tuesday, May 12th there will be a dedication of the Kathleen Trail at the Mountain West Bank parking lot at noon. On Wednesday, the 13th, they will be having a Fashion Show at the Bandshell at City Park. On Thursday, the 14th, there is a free bicycle commuter clinic at Terra Sports. On Friday, the 15th, will be an awards celebration at Sherman Park at 5:30 p.m., and on Saturday, the 16th will be a bicycle rodeo at Kootenai Medical Center. The community is invited to all of these events.

Mr. Cavasar also voiced the Pedestrian and Bicycle Advisory Committee's support of the Complete Streets program. Councilman Goodlander thanked Mr. Cavasar for his past service on the Ped/Bike Committee and for his strong support of the trails and Ped/Bike community.

PUBLIC COMMENTS:

BIDS FOR LANDINGS PARK, PHASE 2: Cliff Yochum of Hillside Landscape Construction protested the Landings rebid because of the arbitrary application of different items on the bid form. He stated that the application form allowed the Parks Department to award the bid to their cronies. Mr. Yochum said that Hillside Landscape Construction was the only responsive bidder the first time around and because there was some confusion the Parks Department didn't award it to them. The bids were opened again last Monday and there were a variety of items that were supposed to be included. He asserted that Hillside Landscape Construction was the only bidder that included everything.

John Young, of Polin & Young stated that there was an error made in the original bid form that didn't comply with the Idaho Public Works naming law. As a result, no one responded correctly and the entire bid process was flawed. It is their position that Polin and Young had a responsive bid.

KATHY SIMS DISPUTE: Peter Erbland, the attorney representing Kathleen Sims and the Concerned Taxpayers of Kootenai County said they recently resolved a dispute with the City of Coeur d'Alene and as part of the resolution read a letter of apology on behalf of Kathy Sims. Councilman Edinger said that Ms. Sims' actions could have affected the last election that he and Councilman Hassell ran in.

HAROLD HOCKER'S COMMENTS: Harold Hocker, 1413 E. Spokane Avenue, commented that he had previously requested a list of fees charged to builders and had not received it yet. He also asked the ability to review any contracts between the City and the Lake City Development Corporation. Mayor Bloem asked the clerk to provide copies to Mr. Hocker.

LEASE OF OLD LIBRARY BUILDING AT 201 HARRSION AVENUE:

Councilman Bruning declared a conflict of interest since he is the President of the Board of Directors of St. Vincent de Paul.

MOTION by Kennedy, seconded by Goodlander, to bring this item forward. Motion carried.

STAFF REPORT: Troy Tymesen, Finance Director, said that there are two viable potential lessees who are interested in the old library property. The current lease with the Salvation Army is expiring the end of this month. Idaho Code allows for the city to lease properties not needed upon such terms as the city deems just and equitable. Previously the city has been leasing this property for \$1,500.00 per month with the tenant paying for utilities. They had also been talking about the sale of the building to fund the new library.

Mr. Tymesen explained that the city purchased the building in 1985 from Louisiana Pacific for \$563,682.00 and have owned it for 24 years. In Strategic Planning sessions the council has talked about affordable housing strategies. Two years ago, council developed a plan for acquisition of the old federal building but chose not to take the building because it would have cost at least \$100,000 per year to maintain and contained much more square footage than the city needs. The Sherman Avenue space that the city leases is less square footage than the old library but the old library would take a lot of money to rehab it to the level the city needs.

Mr. Tymesen said that the city needs cash flow in these economic times and if the old library building is empty it does not gain in any value and will cost the city in excess of \$1,100 on average per month. Utilities are over \$1,500 per month. As a result, the city is seeking a partner that would be able to afford these costs on a monthly basis and potentially as the market changes will look to bring this building to a sale. Mr. Tymesen further noted that the old library building is valued at less than it was two years ago. The Idaho Code does not allow the city to sell the building without a public hearing.

Councilman Edinger confirmed that Idaho statutes allow the City to lease the building for whatever they deem equitable and that the market value for the space is quite a bit higher than \$1,500.00 per month. He asked if negotiations would possibly look at more than \$1,500.00 per month. Mr. Tymesen responded that they could and that the \$1,500.00 monthly lease amount is based on past history. He further confirmed that the lease would be for a one year period of time. If the building were sold, the lease agreement would provide for adequate time for moving, and the lessee would also have a right to be in the bidding process for the building.

Councilman Kennedy asked whether the city would be permitted to do a lease option on the property, an owner contract, or a step lease contract. Mr. Tymesen responded that the Idaho Code is very restrictive on the way in which the city liquidates real and personal property. The city would have to declare the property surplus and then have a public hearing. The city cannot lease with an option to purchase but it can carry a contract for up to 10 years. A step lease will not work according to Idaho Code.

Councilman Kennedy asked where the funds came from that made up the difference to pay for the new library since the old library wasn't sold? Mr. Tymesen responded that the city used its own cash to fill the gap for what the old library would sell for. The city has carried a note on behalf of the Library Foundation, who makes regular payments to the City of Coeur d'Alene.

Mr. Tymesen said that the council is presented with two very different tenant possibilities - St. Vincent de Paul, and The Bridge Charter Academy. One is older and established and the new one is working on future numbers.

Public Comments:

Jeff Conroy, 4965 N. Easy, is the Executive Director of St. Vincent de Paul. Through a lease of the old library, he anticipates the St. Vincent de Paul Help Center which would be the state's first "one stop" center. He discussed the services provided by the St. Vincent de Paul organization and said they are a charter member of the City's 10 Year Plan to End Homelessness Committee. Mr. Conroy said there is a need for a one stop shop where agencies can come together, collaborate, and provide more efficient services. We need to take the limited resources in our community and be good stewards. Mr. Conroy said that they would plan to purchase the property within five years. Initial collaborating agencies are the Department of Labor & Commerce, Health & Welfare, Dirne Community Clinic, Project Safe Place, I-Care, the USDA Food Program, and St. Vincent de Paul. He further said that two years ago St. Vincent's was awarded the federal building but later returned it since the operating costs were too high, the building was too far away, and they experienced resistance from the neighbors. Mr. Conroy said that having those agencies under one roof would guarantee better, more efficient services to those who need it.

Councilman Kennedy asked about other agencies not listed in the business plan and asked if they would be expanding to bring in other groups as well. Mr. Conroy said they will be expanding but are starting with basic needs right now.

Bruce Noble, 238 Sequoia Court, Post Falls, said he is the Chairman of the Board of Trustees of the Kootenai Bridge Academy. The Kootenai Bridge Academy was chartered in October of 2008 and will open in the Fall of 2009. It was chartered by former and present staff of SD 271 Bridge Academy when they saw a diminishing role for the Bridge at the School District. Mr. Noble said he believes that they have submitted a business plan that shows a successful start up and continuation of the academy and discussed grants received and funding through the State of Idaho. He further said that the first year budget for the Bridge Academy is guaranteed by the State of Idaho. Mr. Noble has a high level of confidence that their business plan will be met and possibly exceeded. Because the staff and administration are those persons who have already served at the SD271 Bridge Academy and its success has been shown, this will be a successful and continuous charter school.

Mr. Noble recognized the good works of St. Vincent de Paul and said that they believe that the Bridge Academy can also fulfill a function to prevent homelessness by providing an education for those students who are for some reason unable to complete their high school education through the classic classroom setting.

Councilman Edinger asked both Mr. Nobel and Mr. Conroy whether their organizations have looked at other locations. Mr. Noble confirmed that no other locations for the school have been looked at and commented that the old library is the best location and is the perfect size to accommodate their beginning as well as the growth that they have projected. Mr. Conroy also said that they have not looked at any other locations.

Mr. Nobel explained that the Kootenai Bridge Academy is actually almost a virtual academy in that almost all of the learning is done online. They still need to have a physical location, however, because there are certain aspects that cannot be provided online. They also have to have a physical setting so they can provide computers for those people who do not have access to computers. He also confirmed that people who graduate from the academy will actually receive a high school diploma.

Councilman Kennedy asked Mr. Nobel how the academy would you use 10,000 square feet since it seems larger than the business plan says. Charles Kenna, 239 Sequoia Court, Post Falls, the principal of the Bridge Academy, said that part of the space will be a computer lab. They also have an opportunity to work with a person from the Washington State University who will use some of this space to do lab science for home schools and for other groups which will be funded with state money. They also need space for home economics, speech communication, etc. The primary instruction is online and through computers but at any given moment there are 40 to 50 people that need to have work space. Community volunteerism is also a huge part of their program and they need space for that.

Councilman Kennedy asked about the declining enrollment in the old Bridge Academy. Mr. Kenna said that the greatest cause for the decline in productivity and attendance was the fact that the school previously had its own building and climate but the school district decided to take that very successful program that was helping a lot of kids and shoehorn it into Project CDA because they were having difficulty getting kids to attend Project CDA. Operating space was slashed by 75%.

Councilman Kennedy asked how reliable was the Bridge Academy's funding stream. Mr. Kenna said he can't assure what the future holds as far as attendance, but for the last six years the program got bigger every year except the last year when they didn't have their building.

Councilman Kennedy asked Mr. Kenna and Mr. Conroy if their organizations could pay \$1,500.00 per month. Mr. Kenna said that first year budget has allocated \$3,000.00 a month for rent, which is separate from utilities. The first year budget is guaranteed. Mr. Conroy said that their ability to pay rent would be coming from the nonprofit agencies that are under the roof with them. In order to pay for rent they would have to bring in more agencies. If it became an issue they would have to discuss that. The \$1500.00 plus utilities is what he is approved for from his Board of Directors.

Bob Ruckle, 1004 E. Autumn Crest Loop, Post Falls, said he has been affiliated with St. Vincent de Paul for about 5 years and is in favor of the one stop shop. He understands the needs of the homeless. He is ready to support the program with volunteer labor.

Karen Cotton, 2617 Silver Beach Road, is a Regional Director for Idaho H & W and is excited to be able to collaborate with St. Vincent de Paul on the Help Center. She

said that the Health & Welfare Department has seen an enormous increase in people coming in for services. March alone had 3,200 people come into their one office in Coeur d'Alene for benefits. Ms. Cotton explained that Health & Welfare will have four points of collaboration with St. Vincents. They will enter into a Memorandum of Understanding called "Ready Application." In Idaho, only Health & Welfare staff can determine eligibility for people to receive benefits. The Memorandum of Understanding allows outreach workers to assist mutual clients in completing their application and making sure they have all the necessary verifications. In exchange, H&W will train the workers. Applications will be expedited and moved forward for quicker benefits. Secondly, they will take their two navigation workers and allow them some time to be able to work directly in the help center to meet with people right there. Third, they will make sure that they provide current brochures, applications, other materials of H & W programs in the help center, including 2-1-1 careline. Fourth, they will station one adult mental health employee at the center one day a week to serve walk in people who come in. They are excited for the opportunity to expand their services out into the community.

Bob Peterson, 4204 Crown Avenue, said that he is a volunteer from the Episcopal Church. He has been volunteering at St. Vincent's for about 5 years in various volunteer capacities. Jeff Conroy needs a campus atmosphere that can be provided by this location. The St. Vincent de Paul operation will become much more effective if allowed to move into the building. This is a once in a lifetime opportunity.

Jack Cotton, 2617 S. Silver Beach Road, said that he is the Program Manager for Behavioral Health in the 4 northern counties, Region 1. They have been a partner with St. Vincent de Paul for over 20 years. They also have a contract with St. Vincent to provide respite care for individuals who have persistent severe mental illnesses. They have agreed to place one of their clinicians at the one stop shop one day a week.

Councilman Kennedy asked if there are any restrictions inherent in some of the populations that can't be comingled or adjoined in the same building. Mr. Cotton said there are no restrictions when people receive services.

Brandi Smitherman, the new Director of Project Safe Place, said they are serving a population, including the youth and their families, who would benefit from having them located in the one stop shop. They are seeing an increased need and families with limited resources. Project Safe Place has two staff people and would love to be able to take the youth and their families personally to these different resources but don't have the manpower to do it. Being located at the one stop shop would help them to make sure that people are getting to the services that they need. The community at large, with everything that's going on, needs something like this.

Tiffany David, CEO for Dirne Community Health Centers, 1800 Lincoln Way, said they are the only community health center in Kootenai County and provide health services to the underserved. They have a homeless program and are consolidated into two locations. Homeless clients are in dire need of services that will be offered at St.

Vincent's one stop shop. She said that transportation is usually impossible to find for their patients. Dirne will be holding a clinic at the one stop shop one to two days a week. Having all of those services in one location would be invaluable to their client.

Michael Dobler, 3956 N. 19th Street, talked about the effect the Bridge Academy had in his life. His motivation for attending high school was his eligibility to participate in sports. After his senior football season he lost motivation and his grades slipped. His options were to test for a GED or attend an alternative school. A traditional classroom setting was not the right fit for him and the Bridge Academy offered more than just a diploma -- it motivated him to learn. He is now in the process of joining the Coast Guard.

Amanda Miller, 1283 Center Green Loop, representing the Dirne Health Centers said that she is in support of the one stop shop. They are starting May 12th to have clinics in St. Vincent's community room but are looking forward to their clinics in the new building twice a week. Last year Dirne provided over 3,000 medical, dental, and mental health visits to the homeless alone, which make up 10% of their patients. Barriers to services include access to telephones, finding transportation, acute or urgent issues that arise as a direct result of their homeless situation, same day appointments, and difficulty filling out paperwork. Most of these obstacles could be alleviated by having the one stop shop because of proximity to shelters, a walk in drop in clinic at the one stop shop, and being located in a building with all of the other providers. The one stop shop will also have a case assessment and needs management program.

Warren Bakes, Hayden Lake, teaches for the University of Idaho in Coeur d'Alene and was previously an administrator in the Coeur d'Alene School District for 32 years. He was involved in the start up and initiation of the alternative high school and had the opportunity to work with the Bridge Academy and found it to be an effective and caring group of people who fulfill a significant need in the community. He would hope that the council would give serious consideration to the Bridge and thinks they do serve an important role. He thinks that being "above the falls" and pulling the students out at that point is an efficient way to take care of their needs.

James Curb, 6062 Boathaven Lane, Twin Lakes, expressed appreciation for both entities and would like to be involved in both of them in the future. As District 271 Homeless Liaison Coordinator, within the first 5 months of the school year was able to identify over 230 students as qualifying as homeless in our school district. Many of the students that are homeless go unnoticed. Because of the dedication of St. Vincent de Paul the school district has been able to offer support to these families and are able to put them on a course of sustainability. He thinks St. Vincent de Paul is addressing a very critical need right now but are also providing a role model for collaboration and maximizing outreach.

John Albee, 4944 E. Shoreline Drive, said he is representing St. Vincent de Paul and the seniors. He has served on the Idaho Commission on Aging for about 9 years and

on the St. Vincent de Paul housing board since 1994. The key is location – the present facilities are within a block or less of the old library. Councilman Goodlander thanked Mr. Albee for his volunteer service for the seniors.

Byron Larson, said that he has lived in Coeur d'Alene in several different locations, but currently lives at 122 E. Borah Avenue. St. Vincent de Paul has been a part of his family's life and almost everyone he knows. Those people are some of the most caring and sensitive people to any and all that come through their doors. He commented that there are choices for schools that you attend but there are not always choices for people that have fallen over the dam and gone down the river. The St. Vincent de Paul emblem has a heart which says "Coeur d'Alene – the City with a Heart." St. Vincent de Paul can put the heart back into Coeur d'Alene.

Councilman Goodlander asked Mr. Conroy how many people they would be serving in the facility. Mr. Conroy said they are projecting anywhere between 75 to 100 persons per day.

Councilman McEvers asked if this was something practical – can we end homelessness. If you make it easier for people, do more come? Mr. Conroy responded that, if anything, we are making it easy to become not homeless. There are gaps in the system where they fall through now. Unfortunately there will always be a percentage of homeless.

Councilman Hassell said that St. Vincent is very effective in the community. In addition, he has also had some of his own children go through Project CDA. Both are well needed. However this is the right time for St. Vincent.

MOTION by Hassell, seconded by Kennedy, to direct staff to negotiate with St. Vincent de Paul for the lease of the old library building at 201 Harrison Avenue.

DISCUSSION: Councilman Hassell said that his reason for choosing St. Vincent's is that the number of partners working on the center and the number of patrons served is much greater. The funding stability for the rent is a factor as well and the proximity to all of the existing facilities.

Councilman Kennedy thanked Michael Dobler who spoke on behalf of the Bridge Academy and said that we need both Project CDA and the Bridge. He has been involved in the 10 year plan to End Homelessness Committee in the last year and a half and has been contacted by many organizations and churches. One of the goals of the 10 year planning is to bring together these groups to reduce the duplication of efforts and put dollars in a better stream. It is a crime that our homeless population is expanding most dramatically among our veterans. Not every scenario is going to work and we still need to reach out to agencies and churches, etc. This is the right time and the right location.

Councilman Goodlander said that she appreciates the effort that Councilman Kennedy

and the folks in the homeless committee have put together. Councilman Kennedy has spent a lot of time and energy with this goal and she supports it. St. Vincent de Paul has been talking to them for some time. She said that the Bridge Academy does great work but St. Vincent de Paul will serve more people. She hopes the Bridge Academy can find a location that works.

Mayor Bloem commented that this council often gets beat up when it looks at a lease for \$1,500.00 when we could be making \$3,000.00 or \$4,000.00. She is extremely proud to be part of a council that does partner and cares about people and knows that the number one goal is about heart and not about the bottom dollar. Everyone here tonight has a heart and cared about something.

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

Mayor Bloem called for a recess at 7:55 p.m. The meeting resumed at 8:05 p.m.

CONSENT CALENDAR: Motion by Kennedy, seconded by Edinger, to remove Item #E from Consent Resolution 09-020, Acceptance of Bid and Approval of a Contract with Polin & Young Construction, Inc. for the Landings Park, Phase II and approve the remaining Consent Calendar as presented.

Councilman Bruning declared a conflict on Item #A on the Consent Resolution, PUD on Fruitland Property, and abstained from voting on the Consent Calendar.

1. Approval of minutes for April 16, 21, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, May 11 at Noon and 4:00 p.m. respectively.
3. RESOLUTION 09-020 A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF PUD-3-08 – PLANNED UNIT DEVELOPMENT NOTICE FOR BRAUNSEN ADDITION; APPROVAL OF INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC RECORDS RETRIEVAL AND ELECTRONIC SHARING TECHNOLOGY; APPROVAL OF TITLE VI COMPLIANCE REQUIREMENTS – GOVERNMENT WAY PROJECT; ACCEPTANCE OF BID AND APPROVAL OF A CONTRACT WITH SAFCO, INC. FOR THE 4TH STREET IMPROVEMENT PROJECT ~~AND ACCEPTANCE OF BID AND APPROVAL OF A CONTRACT WITH POLIN & YOUNG CONSTRUCTION, INC. FOR THE LANDINGS PARK, PHASE II PROJECT.~~
4. Authorizing staff to remove a tree at the Forest Cemetery, Section C.
5. Setting of Public Hearing – V-09-1 – Vacation of right-of-way at 2619 Seltice Way for June 2, 2009.
6. Authorizing staff to proceed with the Hanley Avenue/US-95 Intersection Improvements

7. Approval of beer/wine license transfer for Long Drive Golf Shop.
8. Approval of Beer/wine license for Scratch Restaurant at 501 E. Sherman Ave.
9. Approval of cemetery lot repurchase from Clell Newell.
10. A-7-08 – approval of Findings and Order for property at 1130 East Skyline Drive.

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

LANDINGS PARK PHASE 2 BID AWARD:

STAFF REPORT: Doug Eastwood, Parks Director, said that his recommendation is to award the contract to Polin & Young Construction. The project was rebid on April 27th and Polin & Young was the low responsive bidder. Mr. Eastwood said that Phase 1 is near completion. The entire Landings Park is scheduled for completion by the end of September, 2009. The property for the park was donated to the CDA Parks Foundation. The base bid amount for Phase 2 is \$449,590. Mr. Eastwood would also like to include bid alternate #3 for a small and large picnic shelter installation for \$22,391.00. The shelter distributor can do the work for \$28,000.00 but he would like to have the low bidder do the work since they can do it for less. Alternates #1 and #2 need further review. The funding for this phase of the park will be paid out of the Parks Capital Improvement Fund.

Mr. Eastwood said that the Landings subdivision will have over 800 homes and surrounding subdivisions will have at least that many more. Their goal is to provide a ratio of 4 acres of undeveloped park land per 1,000 population. They are slightly ahead of meeting this goal on a citywide basis.

Mr. Eastwood said that he thinks the comments and allegations brought forward by Hillside Landscaping and Mr. Yochum regarding the bid process are unfounded.

Councilman Kennedy said that he talked to the city attorneys about the process and both assured him today that the city was very much within its legal rights to award the contract.

MOTION by Kennedy, seconded by Bruning, to award the contract for Phase II of the Landings Park to Polin & Young Construction, Inc., which includes Bid Alternate #3.

DISCUSSION: Councilman McEvers asked about previous questions regarding ongoing maintenance. Mr. Eastwood said that those issues were worked out last year and they are using the Homeowners Association to help with tree plantings and fall material installation.

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

ANNOUNCEMENTS:

Councilman Goodlander said that the library has seen a 15% increase in March for items checked out and database use from last year. They have 800 to 900 library users nearly every day. Ninety people attended the author presentation last Friday. Next week they are presenting a “The Flu and You” program on Wednesday, May 13th, at 6:00 p.m., in the Community Room. On May 14th, in the evening, there will be a “History of the CCC in the Panhandle National Forest” presentation in the Community Room.

Mayor Bloem commented that on Saturday, at 2:00 p.m., will be the grand opening for the Ray and Joan Kroc Community Center. Tours will be given that day and on Sunday. The center will be open for business on Monday. Join in the fun!

APPOINTMENT – ARTS COMMISSION AND JEWETT HOUSE ADVISORY BOARD: Motion by Edinger, seconded by Goodlander to re-appoint Janet Launhardt to the Arts Commission and to appoint Michael Sullivan to the Jewett House Advisory Board. Motion carried.

ADMINISTRATOR’S REPORT: City Administrator Wendy Gabriel announced the Canfield Mountain Trailer Builder Day on May 9th, at 8:30 a.m., at the Shadduck Lane Park. Bring tools, shovels, picks, jeans, boots, and eyewear.

The North Idaho BMX Association will be presenting a Free BMX clinic at Cherry Hill Park on Saturday, May 9th. On Sunday they will have a race and kids race for free. During the clinic bikes will be tuned up at no cost, and any child without a helmet will receive one. There will also be free tee shirts for first time participants.

Also on May 9th will be the first Cherry Hill Disc Golf tournament. The course is available for viewing online on the city’s website at www.cdavid.org.

The Idaho Transportation Department has several projects underway:

Neider Avenue north to Wyoming overlay on both the north and southbound lanes. Due to the amount of traffic on Highway 95, the work will be done at night.

Blackwell Road to I-90 overlay, work in the evenings.

North of Ironwood to North Appleway, rehab on concrete bridge deck and overlay, starting after Labor Day.

The Ray and Joan Kroc Salvation Army dedication ceremony is this Saturday at 2:00 p.m. At the end of the day on Saturday, about 6:00 p.m., there will be a free concert featuring the Salvation Army band and youth choir.

The city just approved the bid for the 4th Street Project. The work will start in 10 to 14 days in the midtown area on 4th Street. There will be one lane open throughout construction.

The mayor and council recently attended the groundbreaking ceremony for the Fruitland Neider 811 housing project, which is a 15-unit apartment house providing low income housing for persons with disabilities.

KMPO is looking for input on its non-motorized transportation plan. They will be accepting public input on May 19th from 6:00 p.m. until 8:00 p.m. at the trailhead pavilion at Q'emlin Park, 12201 W. Parkway Drive, Post Falls.

Construction has begun on the Fallen Heroes Plaza with completion by the end of June and dedication on July 11th in combination with 2nd Annual Parks Day celebration. The Parks Foundation is still accepting donations.

Ms. Gabriel reminded everyone that the city has a blog at cdacity.blogspot.com with the latest news about what is going on in the City of Coeur d'Alene.

The city is registering boys and girls for slow pitch softball, ages 5 to 12, May 4th through the 15th at Recreation Department. We are also registering for coed slow pitch, ages 13 to 15, May 18th to June 5th.

“Pitch, Hit & Run” is on May 9th, at 11:00 a.m., at the McEuen baseball field, for boys and girls, ages 7 to 14. The event is free.

ORDINANCE NO. 3360
COUNCIL BILL NO. 09-1012

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 5.32 TO DELETE MERCHANT POLICE AND REPLACE IT WITH SECURITY AGENCIES AND AGENTS; 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.

Motion by Goodlander, seconded by Edinger, to pass the first reading of Council Bill No. 09-1012.

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

Motion by McEvers, seconded by Edinger, to suspend the rules and to adopt Council Bill No. 09-1012 by its having had one reading by title only.

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

RESOLUTION NO. 09-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A COMPLETE STREETS POLICY.

STAFF REPORT: Mac Cavasar presented the staff report on behalf of Monte McCully, Trails Coordinator. He said that one of the goals of the Ped/Bike Committee was to have in place a long term planning tool to facilitate bicycle and handicapped accessibility and multiple transportation. They started with a bike plan which set forth specific goals as far as developing the community. Since that time the community has ventured in broader directions and they felt it was time to take a step forward in putting together an overall policy for the community. The policy doesn't require that every street be done a certain way, but it does require that every street be looked at. The policy takes into consideration what the public need is.

Councilman Goodlander commented that the Complete Street policy lays out the things that the city needs to consider. It doesn't say you have to do it, but having it as a policy and a template will help them in the future as new things come in. She thinks it is a real step forward and a great opportunity for the city to move into the future and recognize that cars aren't the only way to get around.

MOTION: Motion by Goodlander, seconded by Hassell to adopt Resolution 09-021.

DISCUSSION: Councilman Hassell commented that this is a progressive, forward-looking ordinance that allows for future streets to be designed, and is not something that forces us to go back and retrofit.

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

FACILITY PLAN AMENDMENT FOR WASTEWATER TREATMENT PLANT: Wastewater Superintendent, Sid Fredrickson, provided a power point presentation and presented a request for Council approval of the draft Facility Plan Amendment, subject to Idaho Department of Environmental Quality review and approval, and authorization for staff to proceed with the necessary steps for implementation. The main purpose of the plan is to address near-term needs so that the city stays in compliance with the Plant and it also sets the stage for outside funding assistance for the facility. The Amendment amends the plan adopted in 2001. Key issues include Spokane River water quality issues, new treatment capacity, and a constrained treatment plant site. Mr. Fredrickson and Mr. Clark discussed the recommended plan, which includes Phase 5A Near-term ammonia control, low phosphorous demonstration testing, Phase 5B solids stream, and Phase 5C

liquid stream. They also explained the review processes and work efforts required, program costs, the overall program schedule, and reporting requirements.

Mr. Fredrickson commented that right now DEQ is not handing out grants to communities but they are making available very low interest loans which the city is looking at.

Councilman Kennedy asked what the expectation was for how long appeals may drag on. Mr. Fredrickson said that it depends on what is being appealed. He anticipates that the TMDL and the Washington permits will be appealed, and the Idaho permits will be administratively appealed. Total costs will be determined by the processes and technologies in effect at the time that they are needed.

MOTION: Motion by Hassell, seconded by Kennedy to authorize approval of the draft Facility Plan Amendment, subject to the Idaho Department of Environmental Quality review and approval, and authorize staff to proceed with the necessary steps for implementation. Motion carried.

ORDINANCE NO. 3361
COUNCIL BILL NO. 09-1013

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 1.28.010 TO PROVIDE FOR INFRACTION PENALTIES PUNISHABLE BY \$100 FINES FOR VIOLATION OF CITY ORDINANCES WHEN SUCH PENALTY IS SPECIFICALLY PROVIDED OR REQUIRED BY OPERATION OF LAW; AMENDING SECTION 6.05.080 TO PROVIDE THAT ALLOWING A DOG TO RUN AT LARGE IS AN INFRACTION PUNISHABLE BY A FINE OF \$100; 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.

MOTION: Motion by Hassell, seconded by McEvers, to pass the first reading of Council Bill No. 09-1013.

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

Motion by Goodlander, seconded by McEvers, to suspend the rules and adopt Council Bill No. 09-1013 by its having had one reading by title only.

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

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

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

The Council entered into Executive Session at 8:57 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of labor negotiations. No action was taken and the Council returned to their regular meeting at 9:15 p.m.

SEPARATION INCENTIVE PLAN: Motion by Hassell, seconded by Bruning, to authorize staff to proceed with the Separation Incentive Plan. Motion carried.

ADJOURNMENT: Motion by Edinger, seconded by Goodlander, to recess this meeting to May 14, 2009 at 12:00 noon in the Library Community Room for a joint workshop with the Lake City Development Corporation. Motion carried.

The meeting recessed at 9:15 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy Ferguson,
Deputy City Clerk

RESOLUTION NO. 09-022

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 DECLARING A FORMER POLICE PATROL VEHICLE, 2000 CHEVY IMPALA, AS SURPLUS AND AUTHORIZING THE SALE OF THE VEHICLE TO THE CITY OF POST FALLS; APPROVAL OF A BID AWARD AND CONTRACT WITH MDM CONSTRUCTION, INC. FOR THE 2009 OPEN TRENCH SEWER LINE REPLACEMENT PROJECT; APPROVAL OF S-3-06 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR HAWKS NEST, 3RD ADDITION AND APPROVAL OF SS-11-08 FINAL PLAT APPROVAL; SUBDIVISION IMPROVEMENT AGREEMENT FOR SANDKAT ADDITION AND APPROVAL OF A BID AWARD AND CONTRACT WITH SHANNON INDUSTRIAL CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE WWTP LOW PHOSPHORUS PILOT FACILITY

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) Declaring a former Police Patrol Vehicle, 2000 Chevy Impala, as surplus and authorizing the sale of the vehicle to the City of Post Falls;
- 2) Approval of a Bid Award and Contract with MDM Construction, Inc. for the 2009 Open Trench Sewer Line Replacement Project;
- 3) Approval of S-3-06 Acceptance of Improvements and Maintenance / Warranty Agreement for Hawks Nest, 3rd Addition;
- 4) Approval of SS-11-08 Final Plat Approval and Subdivision Improvement Agreement for Sandkat Addition;
- 5) Approval of a Bid Award and Contract with Shannon Industrial Contractors, Inc. for the construction of the WWTP Low Phosphorus Pilot Facility;

AND;

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

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

provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 19th day of May, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM

TO: City Council

FROM: Steve Childers
Police Captain

SUBJECT: Surplus Chevrolet Impala

DATE: MAY 1, 2009

Decision Point: Authorization to sell one surplus Chevrolet Impala (VIN#2G1WF55K3Y9281754) to Post Falls Police Department (PFPD).

History: Vehicles purchased by the city for the Police Department are normally surplus or reutilized in other city departments once the vehicle reaches the end of its useful life with the Police Department. The Street Maintenance Department Supervisor and Police Department Equipment Specialist have determined that it is no longer financially feasible for the city to continue future operation of this vehicle. Current estimates to repair the vehicle to a serviceable condition exceed \$1500.00. Post Falls Police Department has expressed an immediate need for a vehicle to support repairs of an active patrol unit that was recently damaged. Current budget constraints make obtaining repair parts for this patrol unit cost prohibitive and therefore reducing their patrol capabilities.

Financial Analysis: Multiple industry sources value this vehicle between \$1000.00 and \$1225.00. In 2008, a nearly identical city vehicle in similar condition sold at surplus auction for \$800.00. The city received \$640.00 from that sale after paying commission not including numerous man hours spent preparing the vehicle for sale. If the vehicle was sold to Post Falls Police Department for \$800.00, the city would realize a potential gain by not paying commissions and expending valuable man hours. Post Falls Police Department would in turn reduce their repair costs within budgetary constraints.

Quality of Life Analysis: North Idaho law enforcement agencies, especially those in Kootenai County, benefit from a long standing relationship of cooperation and inter-department relations not realized in many areas of our state. These relationships foster a united commitment to protecting the communities we serve. The sharing of resources such as patrol man power, facilities and equipment for training, uniformed instructors, grant funding, and a large knowledge pool has and will continue to promote effective community policing efforts and reduce the dwindling funding required to keep our communities safe. The sale of this vehicle to Post Falls Police Department will not only increase the revenues received from its disposal, but will also continue our tradition of the same inter-agency cooperation that benefits our city and North Idaho community.

Decision Point: Sell one surplus Chevrolet Impala (VIN#2G1WF55K3Y9281754) to Post Falls Police Department.

COUNCIL STAFF REPORT

DATE: May 19, 2009
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: April 12, 2009 Bid Results of Open Trench Replacement Project.

=====

DECISION POINT:

The Council may wish to accept and award a contract to the low bidder for the 2009 Wastewater Open Trench Replacement of sanitary sewer pipe, bid April 12, 2009 at 1:00 PM.

HISTORY:

The Open Trench Replacement project was advertised in the Coeur d'Alene Press, April 27, 2009 and May 4, 2009, requesting bids for approximately 1,429 lineal feet of 8 inch sanitary sewer pipe replacement in 4 Alley locations.

FINANCIAL ANALYSIS:

The 2009 Open Trench Replacement low bidder is MDM Construction, Inc. Hayden, ID for a total of \$164,039.85. The other two (2) bids were \$209,888.60 and \$203,174.00. Engineer's opinion of probable cost was \$240,000.00

PERFORMANCE ANALYSIS:

Wastewater has budgeted for this sanitary sewer rehabilitation project and has the funds available.

RECOMMENDATION:

Award the 2009 Wastewater Open Trench Replacement Contract to the low bidder, MDM Construction, Inc., P.O. Box 2006, Hayden, ID 83835 for \$164,039.85.

Contract

THIS CONTRACT, made and entered into this 19th day of May, 2009, 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 MDM CONSTRUCTION, 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 P.O. Box 2006, Hayden, ID 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for **2009 Wastewater Projects - Open Trench Replacement - Base Bid Plus Additive Alternate No. 1 and Additive Alternate No. 2** 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:

2009 Wastewater Projects - Open Trench Replacement

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 make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor 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 One Hundred Sixty-Four Thousand, Thirty-Nine Dollars and 85/100 Dollars (\$164,039.85), as provided in the Unit Price Schedule shown below. 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). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Base Bid-Alley Between Summit Ave. & Short Ave. East of Lincoln Way and Alley Between 1st St. & 2nd St. from Harrison Ave. to Summit Ave.					
201.4.1.D.1	Removal of Existing Asphalt	803	SY	\$3.00	\$2,409.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	670	SY	\$8.00	\$5,360.00
307.4.1.G.1	Type "B" Surface Restoration (Asphalt Roadway)	803	SY	\$26.00	\$20,878.00
401.4.1.A.1	Water Main Pipe – Size 6" – Type PVC AWWA C-900 Class 235	20	LF	\$55.00	\$1,100.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	742	LF	\$52.50	\$38,955.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	4	EA	\$2,500.00	\$10,000.00
502.4.1.B.1	Sanitary Sewer Manhole Barrel & Cone Replacement	1	EA	\$1,500.00	\$1,500.00
502.4.1.C.1	Remove & Dispose of Existing Sanitary Sewer Manhole	4	EA	\$605.00	\$2,420.00
502.4.1.D.1	Remove & Dispose of Existing Sanitary Manhole Barrel & Cone	1	EA	\$100.00	\$100.00
2010.4.1.A.1	Mobilization	1	LS	\$4,000.00	\$4,000.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$1,600.00	\$1,600.00
TOTAL - BASE BID:					\$88,322.00
Additive Alternate 1 – Alley Between Wallace Avenue and Indiana Avenue from 5th Street to 6th Street					
201.4.1.D.1	Removal of Existing Asphalt	509	SY	\$3.00	\$1,527.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	232	SY	\$8.00	\$1,856.00
307.4.1.G.1	Type "B" Surface Restoration (Asphalt Roadway)	509	SY	\$27.25	\$13,870.25
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	394	LF	\$52.50	\$20,685.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	1	EA	\$2,500.00	\$2,500.00
502.4.1.C.1	Remove and Dispose of Existing Sanitary Sewer Manhole	1	EA	\$605.00	\$605.00
601.4.1.A.5	10" Storm Drain ASTM 3034 PVC	20	LF	\$29.50	\$590.00
706.4.1.F.1	Concrete Driveway Approach	11	SY	\$100.00	\$1,100.00
2010.4.1.A.1	Mobilization	1	LS	\$1,000.00	\$1,000.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$790.00	\$790.00
TOTAL - ADDITIVE ALTERNATE 1					\$44,523.25
Additive Alternate 2 – Alley Between Wallace Avenue and Indiana Avenue from 6th Street to 7th Street					
201.4.1.D.1	Removal of Existing Asphalt	496	SY	\$3.00	\$1,488.00
307.4.1.G.1	Type "B" Surface Restoration (Asphalt Roadway)	496	SY	\$25.10	\$12,449.60
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	293	LF	\$49.00	\$14,357.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	1	EA	\$2,500.00	\$2,500.00
2010.4.1.A.1	Mobilization	1	LS	\$100.00	\$100.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$300.00	\$300.00
TOTAL - ADDITIVE ALTERNATE 2					\$31,194.60
TOTAL BASE BID PLUS ADDITIVE ALT #1 & #2					\$164,039.85

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2009, or within sixty (60) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

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 **\$500.00** 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 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 "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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:
CITY OF COEUR D'ALENE

KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

CONTRACTOR:
MDM CONSTRUCTION, INC.

By: _____

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of May, 2009, 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 Idaho
Residing at _____
My Commission expires: _____


STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of May, 2009, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **MDM Construction, Inc.**, 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 Idaho
Residing at _____
My Commission Expires: _____

**CITY COUNCIL
STAFF REPORT**

DATE: May 19, 2009
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Hawk's Nest 3rd Addition Subdivision: Acceptance of Improvements,
Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Hawk's Nest 3rd Addition subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: ACI Northwest, Inc.
6600 N. Government Way
Coeur d'Alene, ID 83815
- b. Location: West side of Atlas Road, north of Hanley Avenue .
- c. Previous Action:
 1. Final plat approval of Hawk's Nest 3rd Addition, December 2008.

FINANCIAL ANALYSIS

The developer is providing warranty security amounting to \$113,580.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed units and allow for issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on May 19, 2010.

DECISION POINT RECOMMENDATION

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

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of May, 2009 between ACI Northwest, Inc, whose address is 6600 N. Government Way, Coeur d'Alene, ID 83815, with Ada Loper, Vice-president, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Hawk's Nest 3^d Addition, an eighty (80) lot residential development in Coeur d'Alene, situated in the southeast quarter of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Hawk's Nest Third Addition Record Drawings", signed and stamped by Ray Kimball, PE # 11617, dated November 21, 2008, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, fire hydrants, storm water swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter, concrete sidewalk and pedestrian ramps, bike trail, street lighting, roadway markings, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One Hundred Thirteen Thousand Five Hundred Eighty and 00/100 Dollars (\$113,580.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 19th day of May 2010. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

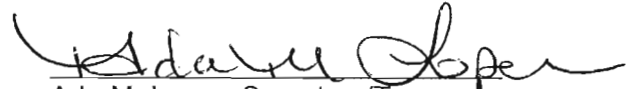
Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further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

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

City of Coeur d'Alene

ACI Northwest, Inc.

Sandi Bloem, Mayor



Ada M. Loper, Secretary/Treasurer

ATTEST

Susan Weathers, City Clerk



Bond No. 8794654

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ACI Northwest, Inc.
6600 N. Government Way, Coeur d'Alene, ID 83814 as Principal,
and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of
Ohio and duly authorized to transact business in the State of Idaho
as Surety, are held and firmly bound unto City of Coeur d'Alene,
Idaho as Obligee, in the sum of
****One Hundred Thirty Two Thousand Four Hundred Fifty Five Dollars & No Cents**** DOLLARS,
for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 16th day of January, 2009.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the 16th
day of January, 2009, for Hawks Nest Subdivision 3rd Addition
the terms of which agreement were completed and accepted the 8th day of May, 2009; and

WHEREAS the Principal has given a One year maintenance guarantee under said agreement
or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply
with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation
other than the Obligee named herein; and

PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Obligee shall give
written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative
Office at 580 Walnut Street, Cincinnati, Ohio 45202 such notice to be given within the One year
year maintenance period.

ACI Northwest, Inc. 6600 N. Government
Way, Coeur d'Alene, ID 83814

[Signature]
Principal



Countersigned:

By: n/a
Resident Agent

GREAT AMERICAN INSURANCE COMPANY

By: [Signature]
Attorney-in-Fact
Shawn M. Wilson

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 14520

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WALTER W. WOLF	ALL OF	ALL
JUDITH A. RAPP	SPOKANE,	\$75,000,000.00
JUDITH C. KAISER-SMITH	WASHINGTON	
JAMES E. MAJESKEY		
LOIS LEE		
SHAWN M. WILSON		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29th day of, OCTOBER, 2008.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 29th day of OCTOBER, 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the Division Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, EVE CUTLER ROSEN, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of, January, 2009.



CHANGE RIDER

To be attached to and form a part of Bond No. 8794654
dated January 16, 2009, in the amount of One Hundred Thirty Two
Thousand Four Hundred Fifty Five and No/100 (\$132,455.00)
executed by ACI Northwest, Inc.

as Principal,
and GREAT AMERICAN INSURANCE COMPANY, as Surety, and in favor of
City of Coeur d'Alene, Idaho as Obligee.

It is agreed that the following changes be made in the attached bond:

Decrease in Bond Amount from: One Hundred Thirty Two Thousand Four Hundred
Fifty Five and No/100 (\$132,455.00)

To Read: One Hundred Thirteen Thousand Five Hundred Eighty and No/100
(\$113,580.00)

Effective: May ^{19 J.4} ~~12~~, 2009

Provided, however, that the attached bond as changed by this Rider shall be subject to all
its agreements, conditions and limitations, and that the liability of the Surety under the
attached bond and under the attached bond as changed by this Rider shall not be
cumulative.

ACCEPTED:	ACI Northwest, Inc.
City of Coeur d'Alene, Idaho	(Principal)
_____	By: <u>Jim Hamch</u> Pres
(Obligee)	Title
	GREAT AMERICAN INSURANCE COMPANY
By: _____	By: <u>Lois Lee</u>
Title	Lois Lee, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 014520

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WALTER W. WOLF	ALL OF	ALL
JUDITH A. RAPP	SPOKANE,	\$75,000,000.00
JUDITH C. KAISER-SMITH	WASHINGTON	
JAMES E. MAJESKEY		
LOIS LEE		
SHAWN M. WILSON		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of, MAY, 2009.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 1st day of MAY, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the Division Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.


RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 11th day of, May, 2009

**CITY COUNCIL
STAFF REPORT**

DATE: May 19, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Sandkat Subdivision, Final Plat, Subdivision Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 3 lot commercial development.

HISTORY

- a. Applicant: Katherine Boss / Sandra Goedde
Sandkat Properties, LLC
600 W. Kathleen Avenue, # 10
Coeur d'Alene, ID 83815
- b. Location: South of Kathleen Avenue adjacent to Fred Meyer & Parker Toyota.
- c. Previous Action: Preliminary plat approval in November 2008.

FINANCIAL ANALYSIS

The applicant has entered into a subdivision agreement and provided security (\$12,000.00) to insure the installation of the outstanding improvements.

PERFORMANCE ANALYSIS

The outstanding improvements consist of sanitary sewer service connections for Lots 1 & 2 that will be installed no later than July 1, 2010. All other required infrastructure was previously installed.

DECISION POINT RECOMMENDATION

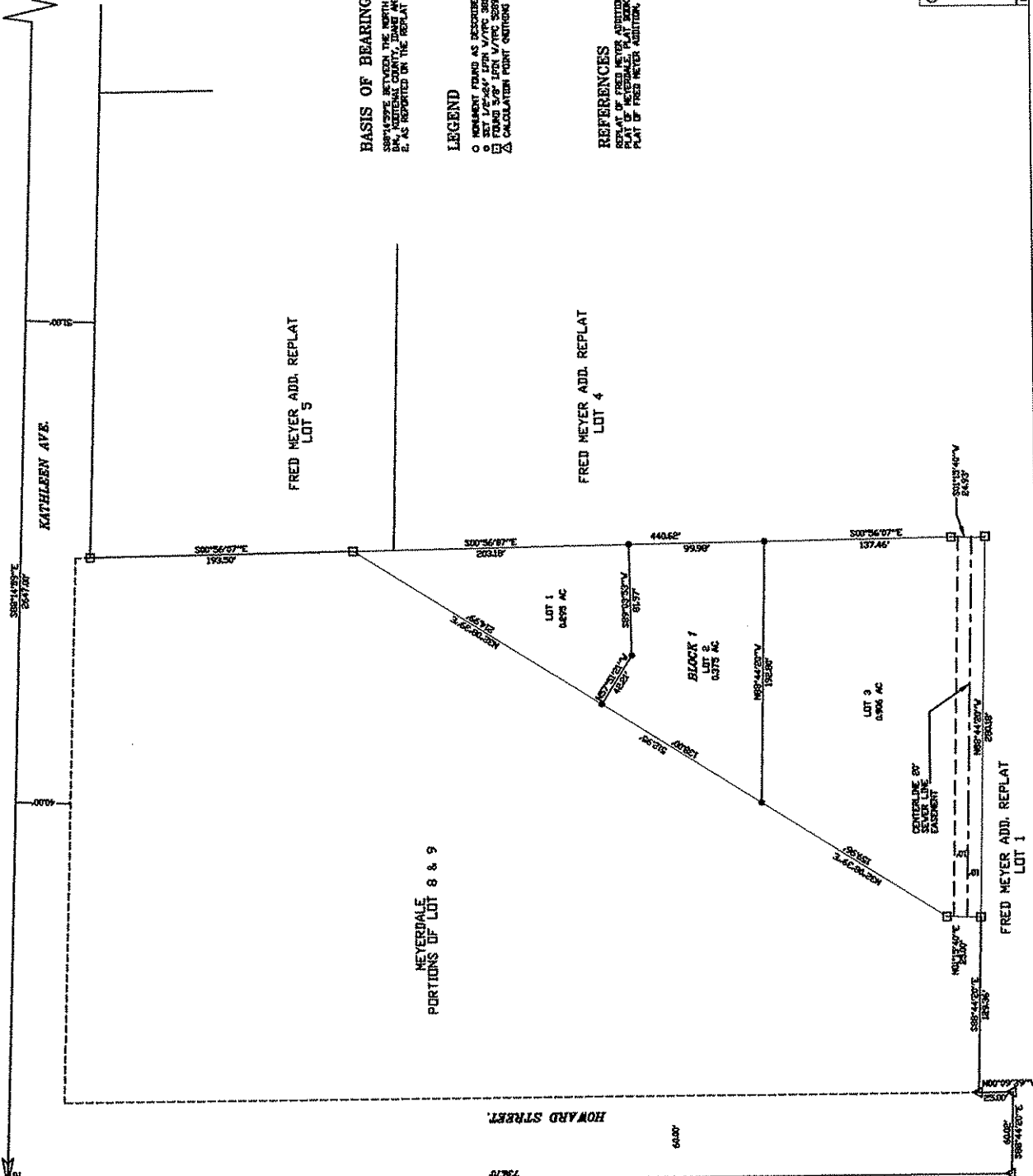
1. Approve the final plat document.
2. Approve the subdivision agreement and security.

SANDKAT

A REPLAT OF LOT 6, BLOCK 1, REPLAT OF FRED MEYER ADDITION
 IN A PORTION OF THE NE 1/4, SECTION 2, T.50N., R.4W., B1M., CITY OF COEUR D'ALENE,
 KOOTENAI COUNTY, IDAHO

N 1/4 CORNER OF
 SECTION 2 OF T.50N. R.4W.
 OFF RECORD

E 1/2 CORNER OF SEC. 2
 T.50N. R.4W. CAP IN N.W. COR.
 OFF RECORD



BASIS OF BEARING
 SURRENDER BETWEEN THE NORTH QUARTER CORNER OF SECTION 2, T.50N. R.4W. B1M. AND THE NORTH QUARTER CORNER OF SECTION 2, T.50N. R.4W. B1M. AS REPORTED ON THE REPLAT OF FRED MEYER ADDITION.

LEGEND

- MEASUREMENT AS RECORDED
- MEASUREMENT AS RECORDED
- △ FOUND 3/28/1978 1/4" I.P.C. 2589
- ⊙ CALCULATION POINT OUTSIDE FOUND OR SET

REFERENCES
 REPLAT OF FRED MEYER ADDITION, BOOK G, PAGE 433
 REPLAT OF MEYERSDALE PLAT BOOK 9, PAGE 100
 PLAT OF FRED MEYER ADDITION, PLAT BOOK G, PAGE 374



SHEET 1 OF 2
DURTSCHI & ASSOC., INC.
 SURVEYING-PLANNING
 P.O. BOX 200
 2701 GOVERNMENT WAY, SUITE 5
 HAILEY, IDAHO 83401
 PHONE (208) 738-0100
 FAX (208) 738-0100
 E-MAIL: kurt@durtschi.com
 LICENSE NO. 4407
 DATE: AUGUST 2009

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of May, 2009 between Sandkat Properties, LLC, with Kathryn R. Boss, Member, and Sandra Goedde, Member, whose address is 600 W. Kathleen Avenue, Suite # 10, Coeur d'Alene, ID, 83815, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the SANDKAT subdivision, a three (3) lot commercial development in Coeur d'Alene, situated in the Northeast ¼ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: sanitary sewer lateral services and appurtenances, and, asphalt patch as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of July, 2010. Said improvements are more particularly described on the submitted estimate dated April 9, 2009 by Arrow Excavation, Inc. whose address is 11741 W. Romin Road, Post Falls, ID, 83854, attached as Exhibit "A", and, shown on the building permit # 113576 civil site plan component completed by John A. Keene, PE # 8769, on file in the City Engineer's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security that is acceptable to the City Attorney, in the amount of Twelve Thousand and 00/100 (**\$12,000.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "B" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer's to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer's shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SANDKAT PROPERTIES, LLC

Kathryn R. Boss, member

Kathryn R. Boss, Member

Sandra Goedde, member

Sandra Goedde, Member



May 11, 2009

Irrevocable Standby Letter of Credit Number NZS640317

To: City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83816

Ladies and Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit No. NZS640317 in your favor, at the request and for the account of Sandkat Properties LLC, 600 W. Kathleen Avenue, #10, Coeur d'Alene, Idaho 83815, up to the aggregate amount of Twelve Thousand U.S. Dollars (US\$12,000.00) available with Wells Fargo Bank, N.A. at One Front Street, 21st Floor, San Francisco, California 94111 by payment of your draft(s) drawn on us at sight on or before July 1, 2011 and accompanied by the following:

1. "The undersigned, a duly authorized representative of the City of Coeur d'Alene, hereby certifies that Sandkat Properties LLC has failed to comply with the terms and conditions of the Agreement to perform subdivision work between Sandkat Properties LLC and the City of Coeur d'Alene, for Sandkat Subdivision and that the amount drawn represents monies due the City of Coeur d'Alene."
2. Original of this Letter of Credit (including all amendments, if any).

Partial and multiple drawings are permitted and all drafts presented under this Letter of Credit must contain the clause "Drawn under Wells Fargo Bank, N.A. Letter of Credit No. NZS640317 dated May 11, 2009".

Any and all banking fees/charges, other than those of the issuing bank, are for the account of the Beneficiary.

If any instructions accompanying a drawing under this Letter of Credit request that payment is to be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions even if the number identifies a person or entity different from the intended payee.

Drawings may be presented to us at our above office by hand delivery or delivered to us by U.S. Postal Service mail, registered mail or certified mail or by express courier or overnight courier.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Credit will be duly honored by us if drawn and presented for payment at our office on or before July 1, 2011.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

Very truly yours,

Wells Fargo Bank, N.A.

By:
Name:
Title:

AUREA C. BALENBIN
ASSISTANT VICE PRESIDENT

**CITY COUNCIL
STAFF REPORT**

DATE: May 19, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Award of Bid for Construction of WWTP Low Phosphorus Pilot Facility

=====

DECISION POINT:

Council approval is requested for the proposed agreement with Shannon Industrial Contractors, Inc. for construction of the WWTP Low Phosphorus Pilot Facility, for a cost of \$1,173,598.

HISTORY:

The City committed to a multi-year pilot demonstration test facility for wastewater plant equipment that will be needed to achieve very low phosphorus limits that are anticipated in the latest draft EPA discharge permit. The objectives for the two-year program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd'A plant; and 3.) initiate operator familiarization and training with the new technology. The City's wastewater engineering consultant, HDR Engineering, researched and recommended three different candidate process systems for the piloting that are considered to be the best available technology. Design was completed for the three equipment packages, competitive bids were requested, and the City awarded contracts to prepurchase the equipment. HDR provided plans and specifications for the building for housing the equipment and for the site utilities for incorporating the pilot facility into the existing treatment plant process facilities, and competitive bids were solicited. Bids were received from three construction companies. Shannon provided the lowest responsive and responsible bid. HDR and city staff reviewed the bids, and believe that the bid from Shannon is acceptable, is lower than the engineer's estimate of \$1.5M, and that the proposed agreement should be approved.

FINANCIAL ANALYSIS:

<u>Cost Estimate for Pilot Project</u>	
Engineering, Startup and Training	\$645,582
Prepurchase of Pilot Equipment	1,447,460
Contractor Installation of Equipment and Building	1,173,598
Outside Laboratory Services	150,000
Pilot Plant Operations Costs	260,000
Contingency 5%	<u>183,832</u>
Total	\$3,860,472

Funding The city financial plan for FY 2007-08 anticipated \$3 million expenditure for pilot studies, and \$200,000 for an effluent reuse pilot project. Delay of the project resulted in little expenditure during FY 2007-08. The current FY 2008-09 financial plan authorizes \$1.8 million for the multi-year pilot project. Payments for the prepurchased equipment will be necessary in FY 2009-10. Sufficient reserves exist in the Wastewater Fund to fund this multi-year project.

DISCUSSION:

Manufacture of the three different pilot equipment packages is underway and will be delivered in approximately 6 months. Shannon has submitted a low bid for construction of the building and utilities, and for installation and start-up of the City's prepurchased equipment that is planned to coincide with the delivery of the equipment. Construction of the building is expected to take place during the summer of 2009, with start-up of the pilot facility in the winter of 2009-2010. Operation of the low phosphorus demonstration pilot facility is planned over the next two or three years. Results will be instrumental in determining the final design and equipment selection for the full-scale facilities that must be constructed to allow the treatment plant to operate in compliance with the expected discharge permit.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed agreement with Shannon Industrial Contractors, Inc. for construction of the WWTP Low Phosphorus Pilot Facility, for a cost of \$1,173,598.

Attachment

des1302

SECTION 00500
AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 2009, 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 **Shannon Industrial Contractors, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of **Washington**, with its principal place of business at **P.O. Box 3886, Coeur d'Alene, ID 83816**, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for: **Low Phosphorus Demonstration Pilot Facility**, according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "**Low Phosphorus Demonstration Pilot Facility**" and 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 make improvements in said City, furnishing all labor and materials therefor according to said Contract Documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said Contract Documents are hereby declared and accepted as parts of this Agreement. All material shall be of the high standard required by the said Contract Documents and approved by the Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall employ appropriate means to prevent accidents and shall save the city harmless from all claims for injury to person or property resulting from the **CONTRACTOR'S** actions or omissions in performance of this agreement. The **CONTRACTOR** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policies shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workers' 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 **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, the sum of One Million One Hundred Seventy-three Thousand Five Hundred Ninety-eight dollars and zero cents (**\$1,173,598.00**), 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 **CITY** has obtained from the Idaho State Tax Commission a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

The **CONTRACTOR** shall complete all Work within **two hundred and forty (240) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

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 **\$500.00 per calendar day**, which sums shall not be construed as a penalty.

CONTRACTOR shall submit applications for payment in accordance with the General Conditions.

The **CONTRACTOR** further agrees: In consideration of securing the business of constructing the work 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.

For the faithful performance of this agreement in accordance with the Contract Documents 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 terms "Project Manual" and "Contract Documents" are defined in Section 00700 of the Project Manual, entitled "Standard General Conditions of the Construction Contract".

THIS AGREEMENT, 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**

**CONTRACTOR:
SHANNON INDUSTRIAL CONTRACTORS,
INC.**

By: _____
Sandi Bloem, Mayor

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____
**Susan K. Weathers, CMC
City Clerk**

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of May, 2009, 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 Idaho
Residing at _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of May, 2009, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Shannon Industrial Contractors, Inc.**, 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: _____

M E M O R A N D U M

TO: Mayor and City Council Members
FROM: Michael C. Gridley, City Attorney
DATE: May 19, 2009
RE: Legal Intern Representing The City

Brooke Howard started employment as our legal intern on 5/18/09. She is currently a 2nd year law student at Gonzaga University. Client authorization is required by the Bar Rules applicable to legal interns and, therefore, we ask that City Council authorize Ms. Howard to represent the City to the extent permitted by law. Primarily Ms. Howard will be involved in traffic infractions and misdemeanor court trials, with occasional civil assignments.

If you have any questions or comments, please feel free to contact me.

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

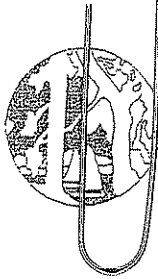
City of Coeur d' Alene
 Municipal Services
 710 Mullan Avenue
 Coeur d' Alene, Idaho 83814
 208.769.2229 Fax 769.2237

(Office Use Only) Amt Pd # 299.97
 Rec No 735204
 Date 05-07-2009
 Date to City Council: _____
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service 5-5-09 ** Note (will not open until June)*
 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 checked="" 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 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 \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>The Mill</u>
Business Mailing Address	<u>2360 Old Mill loop</u>
City, State, Zip	<u>CdA Idaho 83814.</u>
Business Physical Address	<u>Same</u>
City, State, Zip	
Business Contact	Business Telephone: <u>208 518 9073</u> Fax: _____
License Applicant	<u>James Henson The Mill inc.</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>James Henson.</u>



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES -CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

Application for MOBILE FOOD CONCESSION

Date rec. 5-11-09
Amt Pd \$50.00
Rec. No. 436396
Permit No. _____
Date issued _____

Applicant Name ^{Rieben} Cristen and Richelle Feneriback Date of Application 5/5/09

Applicant Physical Address 5945 N. Lorraine St. Coeur d'Alene Id. 83815

Mailing Address 5945 N. Lorraine St.

City, State, Zip Coeur d'Alene Idaho 83815

Telephone 208)667-0259 Cell 208)755-8294 E-Mail maluhia4life@gmail.com Fax _____

Name of Business Maluhia

Health Permit No. _____ (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions)

lc Refer to A1

Please describe the type of item(s) sold Smoothies

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. In front of Sweet Pea and Sports Cellar. corner of 4th and Sherman

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5/18 for the governing of my operation, and will abide by same.

Cristen Rieben Feneriback
Signature of Applicant

Sworn to me this 5 day of MAY, 2009

My Kruis, Deputy
City Clerk

SWEET PEA WINDOW

SPORTS CELLAR WINDOW

Bldg Power

PILLAR

POWER SOURCE

WORK SPACE

BAR

FREEZER

57"

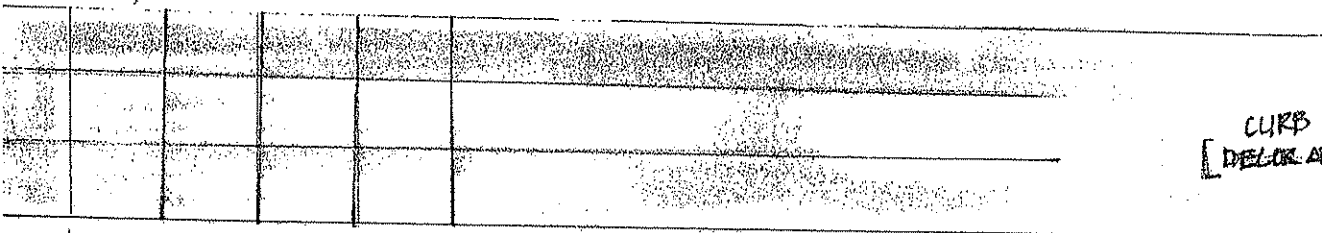
80"

SIDEWALK
[WALK AREA]

- 82"

CURB
[DECK AREA]

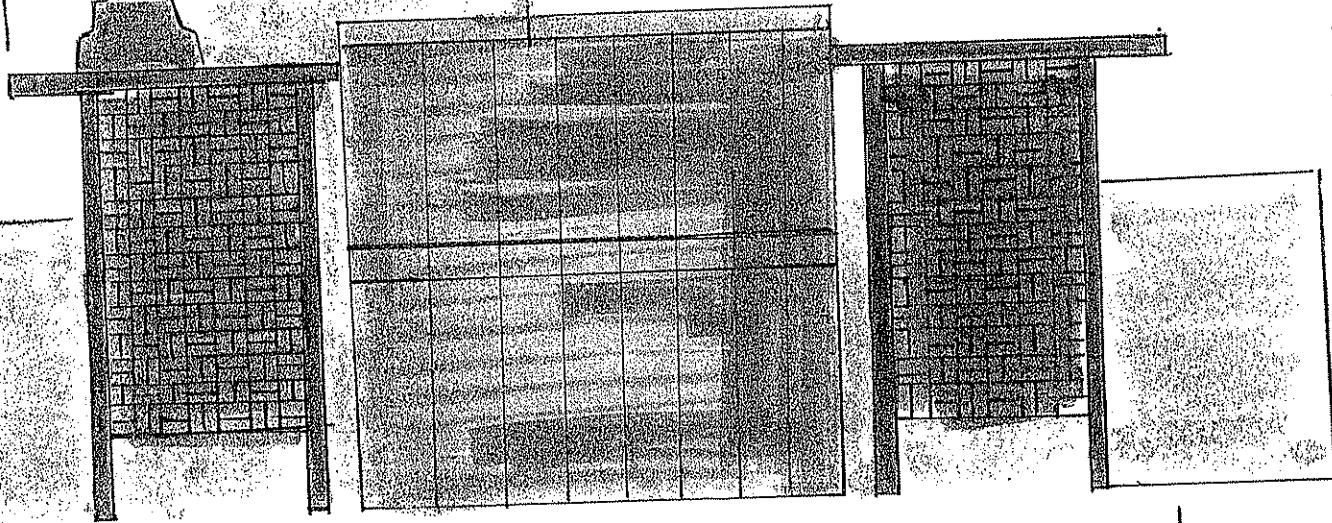
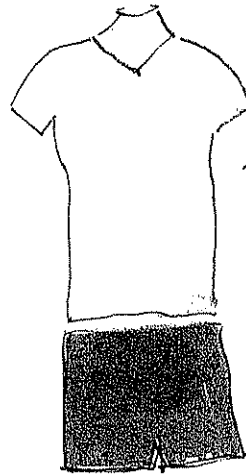
- 25"



... IVE

SWEET
FEED

SPORTS
CELLAR



3"

38" 4/1"

80"

MALULIA FRONT [SOUTH VIEW]
SCALE 1" = 1' 0"

Maluhia

Product:

- Fruit Smoothies
- Vegetables
- Nutrition Bars
- Water

Hours of Operation:

- 10 AM to 8 PM Monday through Saturday

Cleaning Procedure:

- Mop and bucket with water and cleaning solution.
- Mop morning, night, and frequent spills
- Windex and Lysol on hand/ wash cloths and paper towels
- Personal trash can

Space:

- Refer to drawings

Sandy Bloom hereby permit Cristen Rieben and Richelle Fenenbock (owners of Maluhia) to set up said business (Maluhia) in the permitted storefront area and granted rules set forth by ourselves and the City of Coeur d' Alene are followed.

Sandy Bloom
Sandy Bloom/ Erika Grubar

Ashley Musick

Ashley Musick

Greg Crimp

Greg Crimp

DATE: MAY 13, 2009
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JUNE 16, 2009

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-1-09	Proposed zoning in conjunction with annexation from County Industrial to C-17 (Residential at 8 units/acre) Applicant: North Idaho College Foundation Location: Former DeArmond Mill Site and log yard adjacent To City Wastewater plant	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **June 16, 2009.**

JS:ss

ANNOUNCEMENTS

OTHER BUSINESS

MEMORANDUM

TO: MAYOR BLOEM AND THE CITY COUNCIL
DATE: MAY 13, 2009
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: APPROVAL OF A SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2008 ACTION PLAN AS REQUIRED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

DECISION POINT:

- To authorize a substantial amendment to the CDBG 2008 Action Plan to include an increase of \$82,719.00 in Community Development Block Grant – Recovery (CDBG-R) funding provided to the City under the American Recovery and Reinvestment Act of 2009. This funding will be utilized to provide design services for infrastructure enhancements (including storm water management, curbing, paving, water, and sewer services) within Census Tract 9, Block 1, that is 68% low to moderate income (LMI) (Howard Avenue South to Marie Avenue).

HISTORY: On May 5, 2009, the Department of Housing and Urban Development (HUD) released the “Notice of Program Requirements for Community Development Block Grant Program Funding under the American Recovery and Reinvestment Act of 2009.” The 42-page document outlines the program intent and reporting requirements. The CDBG-R objectives are listed as:

1. Preserving and creating jobs and promoting economic efficiency
2. Assisting those most impacted by the recession
3. Providing investment needed to increase economic efficiency
4. Investing in transportation, environmental protection, or other infrastructure that will provide long-term economic benefits
5. Minimizing or avoiding reductions in essential services; or
6. Fostering energy independence.

In addition to meeting the Federal National Objective, projects must meet at least one of the above noted objectives. The National Objective this project meets would be benefit to low and moderate-income (LMI) persons. Staff believes that the proposed project would meet the additional objectives of 2. Assisting those most impacted by the recession (low and moderate-income persons); 3. Providing investment needed to increase economic efficiency; and 4. Investing in transportation, environmental protection, or other infrastructure that will provide long-term economic benefits. Additionally, the proposed area is within the City’s highest low to moderate income (LMI) census block area, with 68% of the residents reporting as LMI. Since the City currently has a Neider Avenue project underway, this additional design work blends well and allows the project to grow to better connect the neighborhood and tie into the future development of the Howard Avenue north extension. This was not a part of the original project.

HUD has requested an expedited process, waiving ordinary citizen participation requirements, and allowing for only a 7 days public comment period. The City is providing 14 days. Additionally, the substantial amendment is due to HUD no later than June 5, 2009, with the proposed project to begin within 120 days.

FINANCIAL: This substantial amendment to the CDBG 2008 Action Plan would increase the budget by \$82,719.00 in CDBG-R funding.

PERFORMANCE ANALYSIS: Authorizing this amendment allows the City to utilize the CDBG-R funds for a design services project that will benefit the LMI neighborhood through activities to provide storm water management, water services, and curbing.

DECISION POINT/RECOMMENDATION:

- To authorize a substantial amendment to the CDBG 2008 Action Plan to include an increase of \$82,719.00 in Community Development Block Grant – Recovery (CDBG-R) funding provided to the City under the American Recovery and Reinvestment Act of 2009. This funding will be utilized to provide design services for infrastructure enhancements (including storm water management, curbing, paving, water, and sewer services) within Census Tract 9, Block 1, that is 68% low to moderate income (LMI) (Howard Avenue South to Marie Avenue).



Current CDBG Project

Future 202 Project
37 Units

Current 811 Project
15 Units

Current CDBG Project

Howard Avenue

Howard Avenue

Neider Avenue

Marie Avenue

**CITY COUNCIL
STAFF REPORT**

DATE: May 19, 2009

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Bid Protest on Landings Park Phase II Project.

DECISION POINT:

Review bid protest from Hillside Landscape Construction and determine whether the bid award to Polin & Young Construction should be affirmed, modified or if the project should be re-bid.

HISTORY:

I.C. 67-2805(3)(ix) and (x) require that when a City awards a contract for public works construction to a bidder other than the apparent low bidder, the City Council must state on the record the reason for awarding the contract to a different bidder. Thereafter the City must give all bidders written notice of the decision and all bidders are given seven days to object to the award of the contract to a bidder other than the apparent low bidder. If an objection is received, the City Council must review the protest and determine whether to affirm the bid award, modify the award or re-bid the project.

At the May 5, 2009 City Council meeting, the City Council awarded the contract for the Landings Park Phase II project to Polin & Young because the apparent low bidder failed to completely fill out the bid form by providing unit prices as required by the bid specifications. The next day, legal staff notified all bidders of the Council decision and one protest, from Hillside Landscape Construction, was received. Copies of the relevant documents are attached for your review.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

Hillside raises two objections to the award to Polin & Young, which are addressed below:

1. Polin & Young failed to include a copy of Addendum 1 in their bid submission.

Hillside is correct that Polin & Young did not include a copy of Addendum 1 with their bid submission. Hillside is further correct that one provision of the bid specifications does indicate that a copy of the addendum must be included in the bid submission. However, that is not the end of the analysis. Polin & Young specifically acknowledged, in their bid submission, receipt of Addendum 1 and also acknowledged that the addendum is “now an integral part of the Bid Documents.” As such, there is no question that Polin & Young received and reviewed the Addendum or that they are now incorporated into the bid/contract documents and are binding on Polin & Young. In the bid instructions the City reserved the right to “waive any informalities or minor defects” in a bid. Polin & Young’s failure to include a copy of an Addendum that the City issued and that Polin & Young acknowledged is a minor informality that does not undermine the integrity of the bid award.

2. Polin & Young did not properly calculate bid items 8, 9, 12, 14 and 21, which resulted in an approximate saving to the City of \$1,300 when compared to the base bid.

Hillside is again correct that there is a discrepancy in the unit price calculations for the above bid items. However, this is also a minor informality unlike the bid submitted by the apparent low bidder who failed to provide any unit prices. Polin & Young used the actual unit price to calculate the base bid but rounded the unit prices when filling in the unit price:

a. Bid Item 8:

This bid item was for 17,440 square feet of concrete flatwork. Polin & Young provided a unit price of \$4.47 per square foot and a total price of \$77,888.00. If you multiply 17,440 by \$4.47 you get a total price of \$77,956.80 for a difference of \$68.80. However, if you divide the total price (\$77,888.00) by the amount of work (17,440 S.F.), the unit price is **\$4.466055**. Polin & Young rounded that number up to **\$4.47** when filling in the unit price.

b. Bid Item 9:

This bid item was for 336 lineal feet of thickened playground edge. Polin & Young provided a unit price of \$16.52 per lineal foot and a total price of \$5,552.00. If you multiply 336 by \$16.52 you get a total price of \$5,550.72 for a difference of \$ -1.28. However, if you divide the total price (\$5,552.00) by the amount of work (336 L.F.), the unit price is **\$16.523809**. Polin & Young rounded that number down to **\$16.52** when filling in the unit price.

c. Bid Item 12:

This bid item was for 660 lineal feet of concrete edging. Polin & Young provided a unit price of \$4.00 per lineal foot and a total price of \$2,637.00. If you multiply 660 by \$4.00 you get a total price of \$2,640.00 for a difference of \$3.00. However, if you divide the total price (\$2,637.00) by the amount of work (660 L.F.), the unit price is **\$3.9954545**. Polin & Young rounded that number up to **\$4.00** when filling in the unit price.

d. Bid Item 14:

This bid item was for placing 110 boulders. Polin & Young provided a unit price of \$48.55 per boulder and a total price of \$5,341.00. If you multiply 110 by \$48.55 you get a total price of \$5,340.50 for a difference of \$ -.50. However, if you divide the total price (\$5,341.00) by the amount of work (110), the unit price is **\$48.554545**. Polin & Young rounded that number down to **\$48.55** when filling in the unit price.

e. Bid Item 21:

This bid item was for 345,000 square feet of turf seeding. Polin & Young provided a unit price of \$0.11 per square foot and a total price of \$36,702.00. If you multiply 345,000 by \$0.11 you get a total price of \$37,950.00 for a difference of \$1,248.00. However, if you divide the total price (\$36,702.00)

by the amount of work (345,000 S.F.), the unit price is **\$0.1063826**. Polin & Young rounded that number up to **\$0.11** when filling in the unit price.

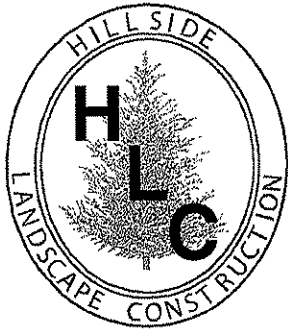
As demonstrated above, Polin & Young rounded the unit prices submitted on the bid schedule but used the actual unit prices to calculate the base bid amount. The bid award was based on the base bid amount. As stated above, the City reserved the right to “waive any informalities or minor defects” in a bid. Polin & Young’s decision to use shorthand (round) when filling in the unit price on the bid schedule is a minor informality that does not undermine the integrity or the basis of the bid award.

FINANCIAL ANALYSIS:

There is no financial impact to this decision.

DECISION POINT/RECOMMENDATION:

Reject the bid protest from Hillside Landscape Construction and re-affirm the award of the Landings Park Phase II project to Polin & Young Construction.



formerly Hillside Nursery
3900 N. CAN ADA ROAD
NAMPA, IDAHO 83687
(208) 343-2545
(208) 343-9655 Fax
www.hillsideco.com

Irrigation

Landscaping

Pavers

Landscape Design

Retaining Walls

May 12, 2009

Warren Wilson
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

Re: Protest of Landings Park Phase II rebid April 27th, 2009

Dear Warren,

I am writing to continue my protest of the award of Landings Phase II to Polin and Young. The City is arbitrarily deciding what was required in the bid submission and what was not really required. Polin and Young's bid submission did not include the addendum as required on the bid form. In addition to this omission Polin and Young's bid schedule does not add up properly. Items 8,9,12,14 and 21 extended out add up to \$1,318.02 more than their lump sum bid of \$449,590. This bid schedule error is similar to the error that caused you to throw out the apparent low bidder.

Instructions to bidders item 1 requires that all bid spaces be filled out – this is being strictly enforced since the apparent low is being throw out. Instructions to bidders item 3 is not being enforced since Polin and Young is being treated as responsive. The requirement that the addendum be included is being ignored all together.

Sincerely,

Cliff Yochum

Cc: Geoff McConnell – Muelman Mollerup, LLP
John Yochum – Hillside

Attachments: Polin and Young's bid schedule
Instructions to bidders

PROJECT MANUAL

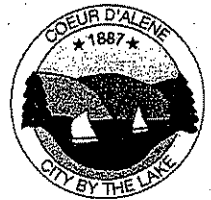
Landings Park Phase 2

Coeur d' Alene, Idaho

Prepared for:

The City of Coeur d' Alene Parks Department
710 Mullan Avenue
Coeur d' Alene, Idaho

Contact: Mr. Doug Eastwood, Director
208-769-2252

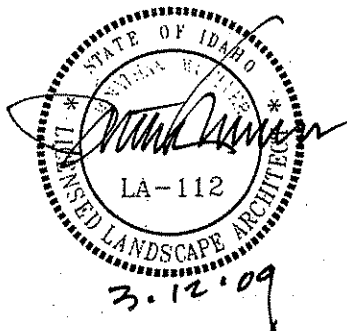
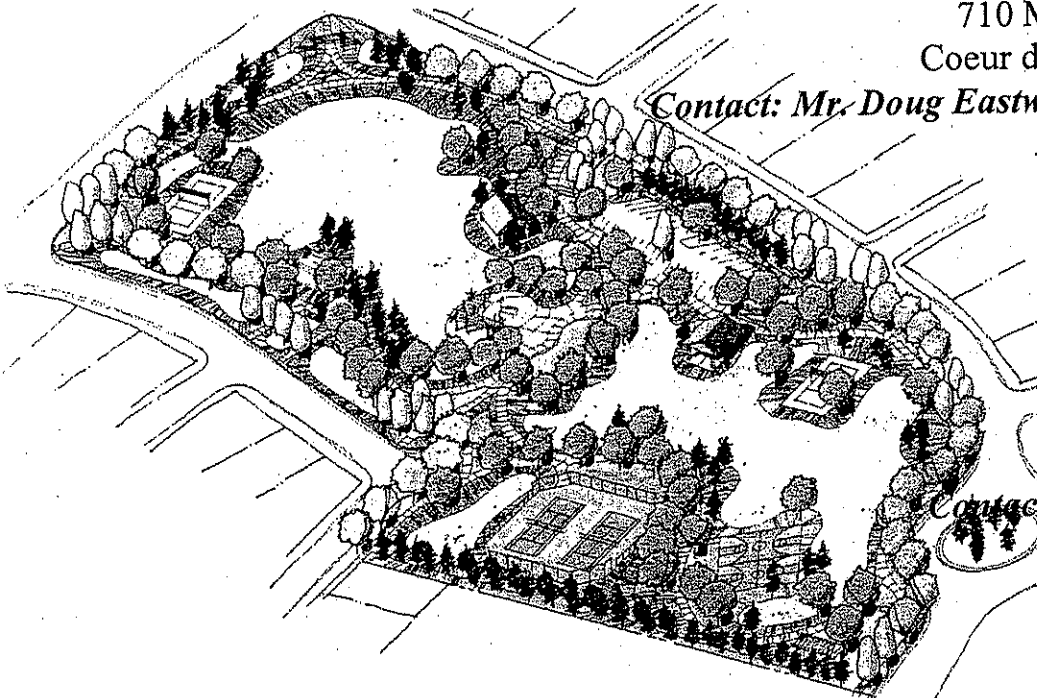


Prepared by:

Landmark
Landscape Architects

210 East Lakeside Avenue
Coeur d' Alene, Idaho

Contact: Jonathan Mueller, FASLA
or Ms. Molly Teal, ASLA
208-667-5614



ISSUED FOR: PERMIT
SET NO. 1-B

March 2009

INFORMATION FOR BIDDERS

Description of the Project

THE LANDINGS PARK – Phase 2: Work consists of, but may not be limited to, earthwork and shaping of the site, erosion control, miscellaneous demolition, asphalt paving, miscellaneous concrete work, catch basin installation, drainage piping, irrigation system, electrical system, park shelter erection, storage building construction, placement of restroom structure, splash pad installation, miscellaneous site furnishings, tennis court, basketball court, turf seeding and erection of restroom enclosure, and construction staking, according to plans and specifications

Plans and Specifications

These plans and specifications are intended to include all details reasonably required to execute the proposed work. Questions regarding the intent or interpretation of these contract documents should be submitted to the Parks Director in writing.

Bid Amounts

Unit price proposals are required on all bid items of work shown on the bid proposal, except where lump sum items are designated. The estimate of work quantities are approximated based on design information, and are assumed only for the computing of bid totals for the basis of contract award.

Payment will be made based on measurement of work actually performed, in accordance with the contract documents. Estimated work quantities may be increased or decreased by the City as necessary for satisfactory completion of the project.

Lump sum totals paid to the Contractor shall be adjusted as necessary to account for additions or deletions in the scope of work.

Bid Submittal

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The City may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

Should there be reasons why the Contractor cannot be awarded the bid within the specified period, the time may be extended by mutual agreement between the City and the Contractor.

Bidders may refer to the "Bidder's Checklist #1" to ensure that they have included all pertinent documents with their bid.

In order to minimize, if not eliminate defective bonds, we ask you to please double check any bid bonds or accompanying documents to make sure that they are in order as to the appropriate amount and contain the appropriate signatures.

The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

COPY

LANDINGS COMMUNITY PARK PHASE 2
 BID SCHEDULE 1 AND BID PROPOSAL

Item No.	Description	Units	Unit Price	Total Price
1	Mobilization/Gen.Con.	1 L.S.		\$ _____
2	Miscellaneous Demolition	1 L.S.		\$ _____
3	Erosion Control	1 L.S.		\$ _____
4	Earthwork	1 L.S.		\$ _____
5	Electrical - Site	1 L.S.		\$ _____
6	Park Storage Building	1 L.S.		\$ _____
7	Site Prep/Hookups/Placement CXT Bldg.	1 L.S.		\$ _____
8	Concrete Flatwork	17,440 S.F.	\$ _____ SF	\$ _____
9	Thickened Playground Edge	336 L.F.	\$ _____ LF	\$ _____
10	Concrete Seating Wall	67.6 L.F. 1 L.S.		\$ _____
11	Splash Pad Installation	1 L.S.		\$ _____
12	Concrete Edging	660 L.F.	\$ _____ LF	\$ _____
13	Bike Tubes	24 EA.	\$ _____ EA.	\$ _____
14	Boulder Placement	110 EA.	\$ _____ EA.	\$ _____
15	Horseshoe Pits	2 EA.	\$ _____ EA.	\$ _____
16	Drinking Fountain Installation	1 L.S.		\$ _____
17	Tennis Courts	1 L.S.		\$ _____
18	Basketball Courts	1 L.S.		\$ _____
19	Porta Potty Enclosure	1 L.S.		\$ _____

20	Irrigation System	1 L.S.		\$ _____
21	Turf Seeding	345,000 S.F.	_____ S.F.	\$ _____
22	Pre-cast Concrete Benches	1 L.S.		\$ _____
23	Drainage Structures/Piping	1 L.S.		\$ _____
24	Construction Staking	1 L.S.		\$ _____
25	Bench Installation	1 L.S.		\$ _____

Total Items 1 through 25 \$ 449,500

(Numbers)

Four Hundred Forty Nine Thousand Five Hundred dollars

(Writing)

ADD ALTERNATES

Add Alternate #1 – Trellis - 1 L.S. (Numbers) \$ 19,900

Nineteen Thousand Nine Hundred

(Writing)

Add Alternate #2 – Basketball Surfacing 1 L.S. (Numbers) \$ 2,850

Two Thousand Eight Hundred Fifty

(Writing)

Add Alternate #3 – Small & Large Shelter Installation 1 L.S. (Numbers) \$ 27,250

Twenty Seven Thousand Two Hundred Fifty

(Writing)

Additional quantities of the construction components listed above may be added to or deleted from the Bid Schedule 1 Contract based on the unit prices quoted above.

The undersigned, as bidder on the THE LANDINGS PARK – Phase 2: Work consisting of, but not limited to, earthwork and shaping of the site, erosion control, miscellaneous demolition,

asphalt paving, miscellaneous concrete work, catch basin installation, drainage piping, irrigation system, electrical system, park shelter erection, storage building construction, placement of restroom structure, splash pad installation, miscellaneous site furnishings, tennis court, basketball court turf seeding and erection of restroom enclosure, and construction staking, according to plans and specifications, DECLARES:

That the only person or parties interested in the proposal as principal are those names herein; that this proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the Contract Documents relating to the work bid on herein and now on file at the office of the

City Clerk of the City of Coeur d'Alene; that they have personally inspected the actual location of the work and all other local conditions affecting it; that they submit the proposal subject to the terms and conditions of the above-mentioned Contract Documents and they are satisfied with the quantities and conditions; and, that they understand that by signing this Proposal they waive all rights to plead any misunderstanding regarding the same; and

PROPOSES AND AGREES: That, if this Bid is accepted by said City, Bidder will contract with said City to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time prescribed and according to the requirements of the Parks Director, as herein set forth; and

That if awarded the contract, Bidder will commence work by such time to be completed according to the following schedule:

Work shall begin within ten (10) days after receipt of the Notice to Proceed and shall be completed September 25, 2009; and

If said work is not completed within the time specified, the Bidder agrees to pay the City the sum of \$250.00 for each working day said work remains uncompleted, as liquidated damages.

The party by whom this proposal is submitted and by whom the contract will be entered into in case the award is made to him

Ginno Construction of Idaho, Inc. - Corporation

(State whether bidder is a "Corporation, Partnership or Individual")

Doing business at 3893 N. Schreiber Way, Coeur d'Alene ID 83815

(Address)

Which address is the address to which all communications concerned with this proposal and the contract should be sent:

Same as above

Said party licensed to contract public work in the State of Idaho under:

License No. 14560-U-3, Class U(Unlimited)

The name of the president, treasurer, and manager of the bidding corporation, or the name and residences of all persons and parties interested in this proposal as partners or principals are as follows:

BIDDER'S CHECKLIST #1

The Bidder's Checklist is offered to the prospective bidder as a means of checking his/her Bid Proposal in order to ensure that a complete Bid is submitted, free from omissions and errors that could possibly lead to rejection of the Bid.

Check off when completed:

BID

- 1. Are all blank spaces filled out on Bid Form? Is a complete set of Bid Proposal documents intact?
- 2. Have questions arising from the bidding, contract, specifications, or plans been submitted to the proper authority and resolved in the proper manner?
- 3. Are Bid amounts, extensions and totals shown correctly? Recheck for errors and omissions. Both lump sum and unit prices must be shown in words and figures.

SIGNATURES

- 4. Are authorized signatures properly affixed to the Bidding Documents, giving also title, Idaho Contractor's license number, etc.?

SUBCONTRACTORS

- 5. Have all subcontractors to whom work will be awarded been listed as well as their Idaho Contractor's license number per Title 67-2310 of Idaho Statutes.

ADDENDA

- 6. Have all Addenda been received and acknowledged with the proper signature on the Bid Proposal?

BID BOND

- 7. Has cash, a Cashier's Check, a certified check, or a Bid Bond in the amount specified been included with the contract documents?

TAX FORMS

- 8. Is the following properly filled out Tax Form included?
 - a. Affidavit of Payment or Securement of All Taxes.

SUBMITTAL

- ✓ 9. In order for a Bid to be considered, all Bidding Documents and the Bid Bond must be placed in a properly addressed, sealed envelope and delivered to the specified authority prior to the time for the Bid Opening.

LANDINGS COMMUNITY PARK PHASE 2
 BID SCHEDULE 1 AND BID PROPOSAL

Item No.	Description	Units	Unit Price	Total Price
1	Mobilization/Gen.Con.	1 L.S.		\$ 35,704 ⁰⁰ ⁰⁶⁵ 24,987 ⁰⁰
2	Miscellaneous Demolition	1 L.S.		\$ 1,603 ⁰⁰
3	Erosion Control	1 L.S.		\$ 3,182 ⁰⁰
4	Earthwork	1 L.S.		\$ 22,071 ⁰⁰
5	Electrical - Site	1 L.S.		\$ 11,647 ⁰⁰
6	Park Storage Building	1 L.S.		\$ 41,948 ⁰⁰
7	Site Prep/Hookups/Placement CXT Bldg.	1 L.S.		\$ 5,854 ⁰⁰
8	Concrete Flatwork	17,440 S.F.	\$ 4.47 SF	\$ 77,888 ⁰⁰
9	Thickened Playground Edge	336 L.F.	\$ 16 ⁵² LF	\$ 5,552 ⁰⁰
10	Concrete Seating Wall	67.6 L.F. 1 L.S.		\$ 7,691 ⁰⁰
11	Splash Pad Installation	1 L.S.		\$ 20,026 ⁰⁰
12	Concrete Edging	660 L.F.	\$ 4 ⁰⁰ LF	\$ 2,637 ⁰⁰
13	Bike Tubes	24 EA.	\$ 118 ⁵⁰ EA.	\$ 2,844 ⁰⁰
14	Boulder Placement	110 EA.	\$ 48 ⁵⁵ EA.	\$ 5,341 ⁰⁰
15	Horseshoe Pits	2 EA.	\$ 989 ⁰⁰ EA.	\$ 1,978 ⁰⁰
16	Drinking Fountain Installation	1 L.S.		\$ 1,541 ⁰⁰
17	Tennis Courts	1 L.S.		\$ 56,694 ⁰⁰
18	Basketball Courts	1 L.S.		\$ 16,880 ⁰⁰
19	Porta Potty Enclosure	1 L.S.		\$ 2,318 ⁰⁰

20	Irrigation System	1 L.S.		\$ <u>83,252⁰⁰</u>
21	Turf Seeding	345,000 S.F.	<u>0.11</u> S.F.	\$ <u>36,702⁰⁰</u>
22	Pre-cast Concrete Benches	1 L.S.		\$ <u>4,773⁰⁰</u>
23	Drainage Structures/Piping	1 L.S.		\$ <u>8,970⁰⁰</u>
24	Construction Staking	1 L.S.		\$ <u>2,917⁰⁰</u>
25	Bench Installation	1 L.S.		\$ <u>394⁰⁰</u>

Total Items 1 through 25 \$ 449,590⁰⁰

(Numbers)

Four Hundred Forty Nine Thousand Five Hundred Ninety and no cents
(Writing)

ADD ALTERNATES

Add Alternate #1 - Trellis - (Numbers) \$ 20,596⁰⁰ ^{CS} 21,657⁰⁰
~~Twenty Thousand Five Hundred ninety six and no cents~~
 (Writing) Twenty One Thousand Six Hundred Fifty Seven and no cents ^{CS}

Add Alternate #2 - Basketball Surfacing (Numbers) \$ 2,929⁰⁰
 (Writing) Two thousand Twenty nine and no cents

Add Alternate #3 - Small & Large Shelter Installation (Numbers) \$ 22,391⁰⁰
 (Writing) Twenty Two Thousand Three Hundred Ninety One and no cents

Additional quantities of the construction components listed above may be added to or deleted from the Bid Schedule 1 Contract based on the unit prices quoted above.

The undersigned, as bidder on the THE LANDINGS PARK - Phase 2: Work consisting of, but not limited to, earthwork and shaping of the site, erosion control, miscellaneous demolition,

asphalt paving, miscellaneous concrete work, catch basin installation, drainage piping, irrigation system, electrical system, park shelter erection, storage building construction, placement of restroom structure, splash pad installation, miscellaneous site furnishings, tennis court, basketball court turf seeding and erection of restroom enclosure, and construction staking, according to plans and specifications, DECLARES:

That the only person or parties interested in the proposal as principal are those names herein; that this proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the Contract Documents relating to the work bid on herein and now on file at the office of the

City Clerk of the City of Coeur d'Alene; that they have personally inspected the actual location of the work and all other local conditions affecting it; that they submit the proposal subject to the terms and conditions of the above-mentioned Contract Documents and they are satisfied with the quantities and conditions; and, that they understand that by signing this Proposal they waive all rights to plead any misunderstanding regarding the same; and

PROPOSES AND AGREES: That, if this Bid is accepted by said City, Bidder will contract with said City to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time prescribed and according to the requirements of the Parks Director, as herein set forth; and

That if awarded the contract, Bidder will commence work by such time to be completed according to the following schedule:

Work shall begin within ten (10) days after receipt of the Notice to Proceed and shall be completed September 25, 2009; and

If said work is not completed within the time specified, the Bidder agrees to pay the City the sum of \$250.00 for each working day said work remains uncompleted, as liquidated damages.

The party by whom this proposal is submitted and by whom the contract will be entered into in case the award is made to him

Polin & Young Construction, Inc.
(State whether bidder is a "Corporation, Partnership or Individual")

Doing business at 660 Capstone Ct, Hayden Id. 83835

(Address)

Which address is the address to which all communications concerned with this proposal and the contract should be sent:

P.O. Box 3701, Coeur d'Alene, Id. 83816

Said party licensed to contract public work in the State of Idaho under:

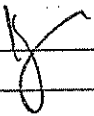
License No. 11929-AAA-3-4, Class AAA
(02850, 02740)

The name of the president, treasurer, and manager of the bidding corporation, or the name and residences of all persons and parties interested in this proposal as partners or principals are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
K. John Young	President	2051 Woodstone Dr. Hayden, Id. 83835

ACKNOWLEDGE RECEIPT OF ADDENDA

Include a copy of each addendum with the Bid Proposal. It is understood that these are now an integral part of the Bid Documents.

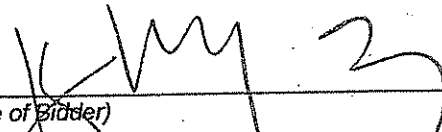
<u>ADDEMDUM NUMBER</u>	<u>DATE</u>	<u>INITIAL</u>
One	4/23/09	

SUBCONTRACTORS TO BE USED ON THE PROJECT PER TITLE 67-2310 IDAHO CODE

License #s

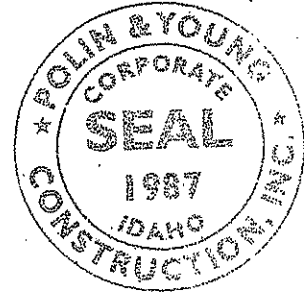
1. Capital Plumbing IDPWL# 15601-B-4 (15700, 15400, 15600, 07700, 15510)
2. _____
3. _____ Contractor's Lic. NO. C-10522
CONTRACTOR'S LIC. NO. CR3
4. THDR, INC. IDPWL# 10130-AAA-1-2-3 RLE 2268
5. ~~NEE Electrical Contractors CR3~~ IDPWL# 15905-AAA-4 (15700, 16000, 07200, 15100, 15600, 07400, 07700, 08310, 02500, 15510) CR3
6. _____
7. _____ Contractor's Lic. NO. C-27790

April 27, 2009


(Signature of Bidder)

Polin & Young Construction, Inc.
(Legal name of Person, Firm or Corporation)

By: K. John Young, President
(Name & Title)



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 3/31/2009	RECEIPTS	DISBURSE- MENTS	BALANCE 4/30/2009
<u>General-Designated</u>	\$490,576	\$3,881	\$12,479	\$481,978
<u>General-Undesignated</u>	4,441,994	4,447,922	4,842,435	4,047,481
<u>Special Revenue:</u>				
Library	141,883	29,679	92,430	79,132
Cemetery	19,921	20,734	58,401	(17,746)
Parks Capital Improvements	1,201,382	35,168	50,365	1,186,185
Impact Fees	2,284,789	53,363		2,338,152
Annexation Fees	172,379	76		172,455
Insurance	2,050,307	2,608	11,261	2,041,654
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	769,364	16,345		785,709
LID Guarantee	284,962	572		285,534
LID 124 Northshire/Queen Anne/Indian Meadows	782			782
LID 127 Fairway / Howard Francis	(137)			(137)
LID 129 Septic Tank Abatement	207,129	172		207,301
LID 130 Lakeside / Ramsey / Industrial Park	94,592			94,592
LID 143 Lunceford / Neider	6,688			6,688
LID 145 Govt Way - I-90 to Dalton	29,593	4,074		33,667
LID 146 Northwest Boulevard	205,429	860	86,180	120,109
LID 148 Fruitland Lane Sewer Cap Fees	14,860	367		15,227
<u>Capital Projects:</u>				
Street Projects	805,079	49,036	122,525	731,590
2006 GO Bond Capital Projects	344,829	153	83,639	261,343
<u>Enterprise:</u>				
Street Lights	155,350	38,579	43,458	150,471
Water	146,786	182,918	245,276	84,428
Water Capitalization Fees	1,153,629	35,225		1,188,854
Wastewater	16,196,013	444,232	757,562	15,882,683
Wastewater-Reserved	1,203,426	26,500		1,229,926
WWTP Capitalization Fees	2,481,248	86,698		2,567,946
WW Property Mgmt	60,668			60,668
Sanitation	310,550	234,474	481,347	63,677
Public Parking	597,778	10,681	6,608	601,851
Stormwater Mgmt	523,894	103,036	33,564	593,366
Wastewater Debt Service	71			71
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	187,710	156,142	187,710	156,142
LID Advance Payments	165	123		288
Police Retirement	1,398,914	21,801	41,381	1,379,334
Cemetery P/C	2,089,683	5,400	15,313	2,079,770
Sales Tax	1,587	2,009	1,578	2,018
Jewett House	8,993	876	1,856	8,013
KCATT	3,403	2		3,405
Reforestation	6,391	1,482	80	7,793
Street Trees	209,683	7,292	1,423	215,552
Community Canopy	427	40	65	402
CdA Arts Commission	904		81	823
Public Art Fund	78,580	35		78,615
Public Art Fund - LCDC	177,367	79		177,446
Public Art Fund - Maintenance	110,861	49	30	110,880
KMPO - Kootenai Metro Planning Org	79,630	31,043	65,463	45,210
BID	87,564	5,947		93,511
Homeless Trust Fund	544	541	544	541
GRAND TOTAL	\$40,838,221	\$6,060,214	\$7,243,054	\$39,655,381

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED
 30-Apr-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2009	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$178,075	\$100,658	57%
	Services/Supplies	18,560	6,295	34%
Administration	Personnel Services	487,884	278,084	57%
	Services/Supplies	319,576	16,239	5%
Finance	Personnel Services	618,800	358,695	58%
	Services/Supplies	134,590	60,463	45%
Municipal Services	Personnel Services	781,490	456,895	58%
	Services/Supplies	519,090	297,704	57%
Human Resources	Personnel Services	200,841	118,330	59%
	Services/Supplies	50,600	18,933	37%
Legal	Personnel Services	1,188,345	676,295	57%
	Services/Supplies	103,542	45,681	44%
	Capital Outlay			
Planning	Personnel Services	480,015	276,580	58%
	Services/Supplies	59,800	23,735	40%
Building Maintenance	Personnel Services	274,385	143,544	52%
	Services/Supplies	147,975	65,316	44%
Police	Personnel Services	8,388,028	4,710,215	56%
	Services/Supplies	720,719	336,873	47%
	Capital Outlay	138,018	123,791	90%
Fire	Personnel Services	6,198,116	3,689,265	60%
	Services/Supplies	419,402	184,909	44%
	Capital Outlay	30,000	35,953	120%
General Government	Services/Supplies	202,890	177,830	88%
Byrne Grant (Federal)	Services/Supplies	80,662	9,770	12%
COPS Grant	Services/Supplies			
CdA Drug Task Force	Services/Supplies	51,640	17,622	34%
	Capital Outlay			
Streets	Personnel Services	1,801,367	994,764	55%
	Services/Supplies	512,750	285,899	56%
	Capital Outlay	235,000	118,140	50%
ADA Sidewalk Abatement	Personnel Services	140,214		
	Services/Supplies	71,600	42,622	60%
Engineering Services	Personnel Services	524,633	215,889	41%
	Services/Supplies	736,600	113,249	15%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
30-Apr-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2009	PERCENT EXPENDED
Parks	Personnel Services	1,210,389	576,630	48%
	Services/Supplies	433,820	129,387	30%
	Capital Outlay	81,000	45,137	56%
Recreation	Personnel Services	584,633	295,632	51%
	Services/Supplies	151,600	47,112	31%
	Capital Outlay	41,000	24,750	60%
Building Inspection	Personnel Services	832,665	450,882	54%
	Services/Supplies	56,150	19,977	36%
	Capital Outlay	16,000	15,900	99%
Total General Fund		<u>29,222,464</u>	<u>15,605,645</u>	<u>53%</u>
Library	Personnel Services	922,504	506,232	55%
	Services/Supplies	192,900	101,546	53%
	Capital Outlay	65,000	35,398	54%
Cemetery	Personnel Services	172,654	93,853	54%
	Services/Supplies	76,080	40,721	54%
	Capital Outlay	48,000	109,066	227%
Impact Fees	Services/Supplies	2,000,000	1,374,789	69%
Annexation Fees	Services/Supplies	400,000	400,000	100%
Parks Capital Improvements	Capital Outlay	1,578,000	492,689	31%
Insurance	Services/Supplies	318,000	34,927	11%
Total Special Revenue		<u>5,773,138</u>	<u>3,189,221</u>	<u>55%</u>
Debt Service Fund		<u>2,383,816</u>	<u>1,322,951</u>	<u>55%</u>
Ramsey Road	Capital Outlay			
Govt Way - Dalton to Hanley	Capital Outlay	300,000	142,456	47%
Howard - Neider Extension	Capital Outlay	450,000		
4th St - Lakeside to Harrison	Capital Outlay		317,823	
4th St - Anton to Timber	Capital Outlay		332	
Ironwood	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay	220,000		
Seltice Way	Capital Outlay			
15th St & Harrison signal	Capital Outlay	250,000	4,238	
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		6,222	
Fire Dept GO Bond Expenditure	Capital Outlay	500,000	346,452	69%
Total Capital Projects Funds		<u>1,720,000</u>	<u>817,523</u>	<u>48%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
30-Apr-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2009	PERCENT EXPENDED
Street Lights	Services/Supplies	572,090	291,819	51%
Water	Personnel Services	1,489,698	807,286	54%
	Services/Supplies	3,674,714	716,307	19%
	Capital Outlay	1,856,000	562,823	30%
Water Capitalization Fees	Services/Supplies	1,000,000		
Wastewater	Personnel Services	2,070,178	1,063,263	51%
	Services/Supplies	5,001,574	1,077,601	22%
	Capital Outlay	8,620,000	915,563	11%
	Debt Service	1,488,860	597,493	40%
WW Capitalization	Services/Supplies	3,798,325		
Sanitation	Services/Supplies	3,100,546	1,798,546	58%
Public Parking	Services/Supplies	184,132	76,005	41%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	372,189	203,213	55%
	Services/Supplies	521,837	205,426	39%
	Capital Outlay	675,000	184,122	27%
Total Enterprise Funds		<u>34,425,143</u>	<u>8,499,467</u>	<u>25%</u>
Kootenai County Solid Waste		2,400,000	1,113,611	46%
Police Retirement		244,728	127,953	52%
Cemetery Perpetual Care		103,000	57,206	56%
Jewett House		16,300	9,943	61%
Reforestation		2,000	80	4%
Street Trees		40,000	14,823	37%
Community Canopy		620	1,276	206%
CdA Arts Commission		6,700	1,279	19%
Public Art Fund		101,000		
Public Art Fund - LCDC		105,000		
Public Art Fund - Maintenance		5,000	1,127	23%
Fort Sherman Playground			2,707	
KMPO		539,200	316,341	59%
Business Improvement District		142,000	90,000	63%
Homeless Trust Fund		4,000	2,542	64%
Total Trust & Agency		<u>3,709,548</u>	<u>1,738,888</u>	<u>47%</u>
TOTALS:		<u><u>\$77,234,109</u></u>	<u><u>\$31,173,695</u></u>	<u><u>40%</u></u>