

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

VISION STATEMENT

OUR VISION OF COEUR D'ALENE IS OF A BEAUTIFUL, SAFE CITY THAT PROMOTES A HIGH QUALITY OF LIFE AND SOUND ECONOMY THROUGH EXCELLENCE IN GOVERNMENT.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item F – Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M

November 17, 2009

A. CALL TO ORDER/ROLL CALL

B. INVOCATION:

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

E. PRESENTATIONS

1. Proclamation: “Homelessness Awareness Week

Accepted by John Bruning, St. Vincent DePaul

F. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 5 minutes to address to City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items already listed on the agenda.)

G CONSENT CALENDAR

Motion by _____, seconded by _____ to approve the Consent Calendar as presented

*Discussion

*If a Councilman does not do so, ask the City Clerk to list the Resolution Items

*ROLL CALL: Goodlander __; Kennedy __; McEvers __; Bruning __; Edinger __; Hassell __.

*Motion carried/failed

Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilman or a citizen that one or more items be removed for later discussion.

1. Approval of minutes for November 3, 9, 2009.
2. Setting General Services and Public Works Committees meetings for Monday November 23, 2009 at 2:30 p.m. and 4:00 p.m. respectively.
3. RESOLUTION 09-044 consisting of the following items:
 - a. Award of Bid – Prairie Well Rehabilitation

Staff Report Submitted

- b. Funding Agreement – HUD for CDBG Entitlement Funding of 2009 Plan Year

Staff Report Submitted

- c. Paramedic Intern Agreement Renewal with Spokane Community College

Staff Report Submitted

- d. Mutual Aid Agreement – Fire Departments in Spokane County

As Recommended by the General Services Committee, Nov. 9, 2009

- e. Change Order No. 1 – WWTP Digester #2 Repair

As Recommended by the Public Works Committee, Nov. 9, 2009

- f.. Acceptance of Dedication of Right-of-way and Cooperative Agreement with ITD for Golf Course Road Extension.

As Recommended by the Public Works Committee, Nov. 9, 2009

- g. Authorization for Destruction of Records – Legal Department

Staff Report Submitted

4. Approval of Repayment to the Downtown Association for the cost of Upgrades to the Electrical System in Sherman Avenue Tree Wells

As Recommended by the General Services Committee, Nov. 9, 2009

5. Approval of Bills as Submitted

Submitted Under Separate Cover

6. Approval of Cemetery lot repurchase from Thomas and Kathleen Kurdy

As Recommended by the City Clerk

7. Setting of Public Hearing to amend certain fees for December 1, 2009

As Recommended by the City Clerk

CONSENT CALENDAR Cont'd

8. Authorizing the Water Department to purchase a Generator

Staff Report Submitted

9. SS-8-09 – Final Plat Approval of Bellerive, 3rd Addition

Staff Report Submitted

H. ANNOUNCEMENTS

1. Council
2. Mayor
 - a. Appointments
3. Administrator's Report

I. GENERAL SERVICES COMMITTEE

Chairman Goodlander

1. (G. S. Item 2) COUNCIL BILL NO. 09-1027 - Amending Childcare Regulations for Athletic Clubs

Motion by _____, seconded by _____ to pass the first reading of Council Bill No. 09-1027

*Discussion

*Ask the City Clerk to read the title

*ROLL CALL: McEvers __; Bruning __; Edinger __; Hassell __; Goodlander __; Kennedy __.

*Motion carried/failed.

Motion by _____, seconded by _____ to suspend the rules and to adopt Council Bill No. 09-1027 by its having had one reading by title only.

*Discussion

*ROLL CALL: McEvers __; Bruning __; Edinger __; Hassell __; Goodlander __; Kennedy __.

*Motion carried/failed.

J. PUBLIC WORKS COMMITTEE

Chairman Hassell

1. (P.W. Item 1) Approval of 2009-2010 Snow Plan

Motion by _____, seconded by _____ to approve the 2009-2010 Snow Plan

*Discussion

*All in favor/opposed

*Motion carried.

2. (P.W. Item 2) Sidewalk Policy – Update of Renewable 5-year Sidewalk Plan

Motion by _____, seconded by _____ to approve the updates to the Renewal 5-year Sidewalk Plan

*Discussion

*All in favor/opposed

*Motion carried.

K. OTHER BUSINESS

1. RESOLUTION 09-045 – Police Association Contract Renewal

Staff Report Submitted

Motion by _____, seconded by _____ to adopt Resolution 09-045

*Discussion

*ROLL CALL: Kennedy __; Bruning __; Goodlander __; McEvers __; Edinger __; Hassell __.

*Motion carried/failed.

2. COUNCIL BILL NO. 09-1025 – ZC-4-09 – Zone Change at 521 W. Emma Ave.

Per Council Action, October 6, 2009

Motion by _____, seconded by _____ to pass the first reading of Council Bill No. 09-1025

*Discussion

*As the City Clerk to read the title

*ROLL CALL: Bruning __; Edinger __; Hassell __; Goodlander __; Kennedy __; McEvers __.

*Motion carried/failed

Motion by _____, seconded by _____ to suspend the rules and to adopt Council Bill No. 09-1025 by its having had one reading by title only.

*Discussion

*ROLL CALL: Bruning __; Edinger __; Hassell __; Goodlander __; Kennedy __; McEvers __.

*Motion carried/failed.

L. PUBLIC HEARINGS

1. (LEGISLATIVE) A-2-09 – Annexation/Zoning of 5490 N. 4th Street

*****Read the Rules of Order for a LEGISLATIVE Public Hearing *****

Staff Report by John Stamsos, Senior Planner

Motion by _____, seconded by _____ to approve/deny the requested zone change and to adopt the Findings and Order of the Planning Commission.

*Discussion

*ROLL CALL: Bruning __; Edinger __; Goodlander __; Hassell __; Kennedy __; McEvers __.

*Motion carried/failed.

M. EXECUTIVE SESSION

I.C. 67-2345

Motion by _____, seconded by _____ to enter into Executive Session as provided by I.C. 67-2345

*Discussion

*ROLL CALL: Goodlander __; Kennedy __; McEvers __; Bruning __; Edinger __; Hassell __.

*Motion carried/failed

Subsection A: To consider hiring a public officer, employee, staff member or individual agent; Subsection B: To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent; Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency; , Subsection F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated; and, Subsection J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

N. ADJOURNMENT

Motion by _____, seconded by _____ that, there being no further business before the Council, that this meeting is adjourned.

*All in favor/opposed

*Motion carried.

This Council meeting is aired live on CDATV Channel 19

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.



Coeur d'Alene

CITY COUNCIL MEETING

November 17, 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
NOVEMBER 3, 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 November 3, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION: The invocation was led by Pastor Dick Hege, Coeur d'Alene Bible Church.

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

PRESENTATION – PRIVATE ART IN PUBLIC SPACES – SORENSON MAGNET SCHOOL: Sorenson Magnet School Principal Jim Gray presented a PowerPoint review of the various privately owned artwork that is available for the public to view. He noted that this was a project that was undertaken by Ms. Marshall's 3rd Grade students at Sorenson Magnet School.

AMENDMENTS TO THE AGENDA: Motion by Kennedy, seconded by Goodlander to amend the agenda to recess this meeting to November 9th at 2:15 p. m. in the former Council Chambers for the canvass of votes. Motion carried.

PRESENTATION – 4TH STREET CONSTRUCTION PROJECT RECOGNITION: Mayor Bloem commended Gordon Dobler, Dennis Grant and Shane Roberts for the great work they did in completing the 4th Street Improvement project on time and under budget. They were each presented a plaque on behalf of the City commemorating their work.

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

TROOP 201 BOY SCOUTS: Councilman McEvers introduced members of Boy Scout Troop 201, Devin Clark, Daniel Walters and Tise Boxshow who were in attendance at tonight's Council Meeting.

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

1. Approval of minutes for October 20, 2009.

2. Setting the General Services Committee and the Public Works Committee meetings for Monday, November 9th at 2:30 p.m. and 4:00 p.m. respectively.
3. RESOLUTION 09-042: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE KOOTENAI COUNTY FIRE DISTRICT AND THE NORTHERN LAKES FIRE DISTRICT FOR USE OF THE FIRE TRAINING TOWER OWNED BY THE CITY OF COEUR D'ALENE; RENEWAL OF AN AGREEMENT WITH THE SPOKANE COMMUNITY COLLEGE FOR EMT INTERNS; APPROVAL OF CHANGE ORDER NO. 1 WITH SHANNON INDUSTRIAL CONTRACTORS FOR WWTP LOW PHOSPHORUS DEMONSTRATION PILOT FACILITIES; DECLARATION OF SURPLUS PROPERTY – WWTP USED TV VAN AND APPROVAL OF S-3-07 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR SORBONNE ADDITION.
4. Authorizing staff to advertise for bids for the WWTP Digester #4 and Clarifier #1 Coating Refurbishment.
5. Authorizing staff to advertise for bids for the WWTP Phase 5B Expansion.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN EDINGER: Councilman Edinger reminded everyone that the polls are open until 8 p.m. and urged those who have not yet done so to get out and vote.

COUNCILMAN GOODLANDER: Councilman Goodlander reminded residents to only rake leaves into the streets for pickup. She noted that branches and other debris are difficult to pick up and they slow down the leaf pickup process

COUNCILMAN MC EVERS : Councilman McEvers presented an aerial video he recently completed that shows the changes to our City over the past 50 years.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that the Annual City Leaf Pickup begins Nov. 9th and reminded residents to keep About a foot of clearance between the curb and leaf piled into the streets. She noted H1N1 flu shots are still available on Nov. 7th from 5:30 to 8:30 p.m. through Panhandle Health District for preschool children and younger children.

ORDINANCE NO. 3371
COUNCIL BILL NO. 09-1026

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

Motion by Hassell, seconded by Edinger to pass the first reading of Council Bill No. 09-1026.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 09-1026 by its having had one reading by title only.

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

RESOLUTION NO. 09-043

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

Motion by Hassell, seconded by Kennedy to adopt Resolution No. 09-043.

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

EXECUTIVE SESSION: Motion by Hassell, seconded by Bruning to enter into Executive Session as provided by I.C. 67-2345 SUBSECTION B: To consider the evaluation, dismissal or disciplining of or to hear complaints or charges brought against a public officer, employee, staff member or individual agent.

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

The Council met in Executive Session at 6:40 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of personnel matters. No action was taken and the Council returned to the regular meeting at 7:26 p.m.

DIXON MATTER: Motion by Hassell, seconded by Kennedy to stay the Appeals Board Hearing in the Dixon case and ratify the agreements of the parties as set out in the letter dated October 21, 2009 from Lawrence R. Beck to Michael C. Gridley. Motion carried.

ADJOURNMENT: Motion by Goodlander, seconded by Edinger to recess this meeting to November 9th at 2:15 p.m. in the former Council Chambers for the canvass of votes. Motion carried.

The meeting recessed at 7:26 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

A CONTINUED MEETING OF THE CITY COUNCIL
OF THE CITY OF COEUR D'ALENE, IDAHO, HELD AT
COEUR D'ALENE CITY HALL
NOVEMBER 9, 2009

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council at the Coeur d'Alene City Hall, November 9, 2009, at 2:15 p.m. there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Woody McEvers)	Members of Council Absent
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CALL TO ORDER: Mayor Bloem called the meeting to order.

CANVASS OF VOTES: City Clerk Susan Weathers along with County Clerk Dan English and Deedie Beard County Elections Supervisor presented the results of the November 3, 2009 City General Election as follows:

Votes Received (* denotes winner)

PRECINCT #	MAYOR	
	Sandi Bloem	Joseph B. Kunka
Absentee	1,200	803
22	8	7
28	4	0
35	11	10
37	97	75
38	298	110
39	174	103
41	131	93
42	79	57
43	138	68
44	70	71
45	180	115
46	172	131
47	86	63

48	119	60
49	105	62
50	90	43
51	45	38
52	125	74
53	89	38
54	105	46
55	99	45
56	114	50
57	90	48
58	160	60
59	80	39
60 & 61	86	29
TOTALS:		
Sandi Bloem		3,955*
Joseph B. Kunka		2,388
Write-In		27

COUNCIL SEAT #2

PRECINCT #	Mike Kennedy	Jim Brannon
Absentee	946	1,071
22	7	8
28	3	1
35	9	10
37	77	92
38	224	187
39	134	147
41	101	121
42	67	66
43	103	101
44	61	80
45	143	154
46	124	177
47	75	74
48	86	86
49	91	75
50	63	69
51	44	37
52	110	85
53	82	90
54	94	58
55	92	49

56	87	75
57	78	65
58	137	80
59	65	52
60 & 61	62	50
TOTAL:		
Mike Kennedy		3,165*
Jim Brannon		3,160

COUNCIL SEAT #4

PRECINCT #	Woody McEvers	Steve Adams
Absentee	999	977
22	8	6
28	4	0
35	11	7
37	86	85
38	203	183
39	132	143
41	108	109
42	56	77
43	118	82
44	62	74
45	153	142
45	144	151
47	80	68
48	103	65
49	89	80
50	62	71
51	48	29
52	106	86
53	85	83
54	95	53
55	86	52
56	88	73
57	78	58
58	135	76
59	67	50
60 & 61	74	39
TOTALS:		
Woody McEvers		3,280*
Steve Adams		2,919

COUNCIL SEAT #6

PRECINCT #	Deanna Goodlander	Dan Gookin
Absentee	918	1,083
22	8	7
28	4	0
35	5	14
37	83	87
38	201	189
39	128	146
41	104	119
42	73	63
43	113	89
44	68	72
45	148	148
45	137	160
47	79	70
48	98	74
49	85	84
50	65	68
51	41	41
52	107	85
53	90	82
54	85	64
55	82	57
56	90	71
57	75	61
58	133	81
59	60	58
60 & 61	66	47

TOTALS:

Deanna Goodlander 3,146*

Dan Gookin 3,117

Total number of registered voters: 21,480

MOTION: Motion by Edinger, seconded by Bruning to accept the canvass of votes and authorize the City Clerk to sign the necessary documents. Motion carried.

Councilman Kennedy commended by the County Clerk and his elections Department for their excellent work in this election process. Councilman Edinger thanked Kootenai

County Chief Elections Supervisor, Deedie Beard for her 33 years of service to the community.

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

Motion carried.

The meeting adjourned at 2:25 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 09-044

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 AWARD OF BID AND APPROVAL OF A CONTRACT WITH H2O WELL SERVICE FOR THE REHABILITATION OF THE PRAIRIE WELL PUMP; APPROVAL OF A FUNDING AGREEMENT WITH HUD FOR CDBG ENTITLEMENT FUNDING OF PLAN YEAR 2009; APPROVAL OF AN AFFILIATION AGREEMENT WITH SPOKANE COMMUNITY COLLEGE FOR EMT-BASIC STUDENT INTERNSHIP TRAINING; APPROVAL OF AN INTERSTATE MUTUAL AID AGREEMENT WITH SPOKANE / KOOTENAI COUNTY FIRE SERVICE; APPROVAL OF CHANGE ORDER NO. 1 WITH HDR FOR WWTP DIGESTER #2 REPAIR; ACCEPTANCE OF DEDICATION OF RIGHT-OF-WAY AND COOPERATIVE AGREEMENT WITH ITD FOR GOLF COURSE ROAD EXTENSION AND AUTHORIZE THE DESTRUCTION OF RECORDS – LEGAL DEPARTMENT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 6" and by reference made a part hereof as summarized as follows:

- 1) Award of Bid and Approval of a Contract with H2O Well Service for the Rehabilitation of the Prairie Well Pump;
- 2) Approval of a Funding Agreement with HUD for CDBG Entitlement Funding of Plan Year 2009;
- 3) Approval of an Affiliation Agreement with Spokane Community College for EMT-Basic student internship training;
- 4) Approval of an Interstate Mutual Aid Agreement with Spokane / Kootenai County Fire Service;
- 5) Approval of Change Order No. 1 with HDR for WWTP Digester #2 Repair;
- 6) Acceptance of Dedication of Right-of-Way and Cooperative Agreement with ITD for Golf Course Road Extension;
- 7) Authorize the Destruction of Records – Legal Department;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 7" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 17th day of November, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: NOVEMBER 17, 2009
FROM: Terry W. Pickel, Assistant Superintendent
SUBJECT: Award of bid for Rehabilitation of the Prairie Well Pump

DECISION POINT:

The Council is requested to award the lowest responsive bid for the Rehabilitation of the Prairie Well Pump to H2O Well Services.

HISTORY:

The Water Department instituted a bi-annual pump rehabilitation program several years ago whereby a pump is pulled out and rebuilt every other year. This will result in each pump being rebuilt a maximum of every twenty years which historically has been the average life expectancy of the pumps in the area with the high water quality we enjoy. Routine pump maintenance is crucial to ensure that we do not experience premature failures during our peak water requirements. The Prairie Well is the next pump on our list. The program can easily be adjusted if we see premature failure of any pumps within the system.

FINANCIAL ANALYSIS:

The Water Department provided adequate funds in the 2009–2010 budget for rehabilitation of the Prairie Well pump. Specifications were generated and sealed bids were solicited. Responsive bids were received from; H2O Well Service for \$54,048.00, Specialty Pump Service for \$57,481.28, Dickerson Pump and Irrigation for \$57,729.42, United Crown and Drilling for \$59,763.00, and RC Worst for \$79,105.00. After thorough review, H2O Well Service has submitted the lowest responsive bid for the project.

PERFORMANCE ANALYSIS:

The routine pump maintenance program has been in place for several years. 4th Street Well was rebuilt two years ago where we realized a net increase of nearly 1000 gallons per minute. While we do not anticipate much of an increase in gpm with Prairie Well, excessive wear has been indicated by problems with motor bearing loads and premature failures. Replacement of the pump and shafts should help alleviate this problem thus promoting longer pump and motor life and less annual power consumption.

QUALITY OF LIFE ANALYSIS:

Coeur d'Alene water customers enjoy an abundant, high quality water supply at their disposal. The customers often do not understand what is required to supply their demands with no interruptions or water use restrictions as experienced in neighboring communities. These types of problems are usually encountered where there are inadequate or poorly maintained water supply facilities. A routine pump maintenance program is designed to ensure that this high quality of life is preserved by minimizing pump and consequently water supply down time. Pump maintenance and repairs performed in the low use months ensures that an adequate supply is always available and minimizes failures during high demand months.

DECISION POINT/RECOMMENDATION:

Water Department staff requests that Council award the bid for the Prairie Well Pump Rehabilitation Project to H2O Well Service as the lowest responsive bidder.

CONTRACT

THIS CONTRACT, made and entered into this 17th day of November, 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 **H2O WELL SERVICES**, 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 **582 W Hayden Avenue, Hayden, ID 83835**, hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Rehabilitation of the Prairie Well Pump** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Fifty Four Thousand Forty Eight and no/100 Dollars (\$54,048.00)**.

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

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

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens

upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

- 3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

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

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

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

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

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

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

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
H2O WELL SERIVCE, CIN

Sandi Bloem, Mayor

By: _____
Thomas Richardson, President

ATTEST:

Susan K. Weathers, City Clerk



STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of November, 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 _____
Residing at _____
My Commission expires: _____

STATE OF IDAHO)

County of Kootenai) ss.
)

On this ____ day of November, 2009, before me, a Notary Public, personally appeared **Thomas Richardson**, known to me to be the President, of **H2O Well Services, 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: _____

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

DATE: NOVEMBER 9, 2009

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: FUNDING AGREEMENT WITH HUD FOR CDBG ENTITLEMENT FUNDING OF
PLAN YEAR 2009

DECISION POINT: To approval the funding Agreement with the Department of Housing and Urban Development (HUD), authorizing Community Development Block Grant (CDBG) funding for the 2009 Plan Year, a \$309,469.00 allocation.

HISTORY: On October 16, 2007, the City Council authorized the 2008-2012 Consolidated Plan, which was the beginning step in receiving the direct allocation of HUD CDBG funding. The Federal Government has appropriated and released the 2009 program funding. The City of Coeur d'Alene has completed the applicable required plans, established this year's action plan, therefore, funds will be released upon receipt of the signed agreement.

FINANCIAL ANALYSIS: The agreement allows the \$309,469.00 allocation to be released to the City of Coeur d'Alene and expended according to the 2009 Action Plan.

PERFORMANCE ANALYSIS: Approving this agreement will provide the proper documentation of this process.

DECISION POINT/RECOMMENDATION: To approval the funding Agreement with the Department of Housing and Urban Development (HUD), authorizing Community Development Block Grant (CDBG) funding for the 2009 Plan Year, a \$309,469.00 allocation.

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Coeur d'Alene	3. Grantee's 9-digit Tax ID Number 826000176	4. Date use of funds may begin (mm/dd/yyyy) 10/13/2009
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City of Coeur d'Alene 710 Mullan Avenue Coeur d'Alene, ID 83814	5a. Project/Grant No. 1 B-09-MC-16-0007	6a. Amount Approved \$309,469
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Doug Carlson	Grantee Name Honorable Sandi Bloem
Title Director, Community Planning & Developmen	Title Mayor
Signature <i>Douglas Donovan</i>	Date (mm/dd/yyyy) 10/13/2009
Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input checked="" type="checkbox"/> None <input type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 07/10/2009	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) 10/13/2009		
		9c. Date of Start of Program Year (mm/dd/yyyy) 04/01/2009		
11. Amount of Community Development Block Grant				
		FY (2009)	FY ()	FY ()
a. Funds Reserved for this Grantee		309469		
b. Funds now being Approved		309,469		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
								Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: October 21, 2009

From: Kenny Gabriel, Fire Chief

Re: Paramedic Intern Agreement

DECISION POINT: Should Mayor and Council enter into an agreement with Spokane Community College (SCC) to allow Emergency Medical Technicians (EMT's) Interns to ride with Coeur d'Alene Fire Department (CDAFD) personnel?

HISTORY: The Coeur d'Alene Fire Department has been recognized as a leader in Emergency Medical Service delivery. Because of the reputation we have been asked by a number of agencies to help precept new Paramedics and EMT's. We work very close with SCC and would like to be a partner with their training program and allow students to ride with CDAFD personnel.

FINANCIAL ANALYSIS: No impact to the General Fund.

PERFORMANCE ANALYSIS: It is an honor to be asked to help the career paths of new Paramedics. An advantage for us is the ability to tech, which in turn helps maintain the skills of our Paramedics. It is also positive for the City to again be recognized as leaders in Emergency Medical Service Delivery. Our City legal staff has reviewed and approved the agreement.

DECISION POINT/RECOMMENDATION: For Mayor and Council to approve EMT Intern Agreement between the City and Spokane Community College.

**COMMUNITY COLLEGES OF SPOKANE
SPOKANE COMMUNITY COLLEGE
HEALTH SCIENCE DIVISION**

AFFILIATION AGREEMENT

This Agreement is made and entered into between **Community Colleges of Spokane, Spokane Community College**, ("School"), located at Spokane, Washington, and **Coeur d'Alene Fire Department** ("Training Site"), located at 300 Foster Ave, Coeur d'Alene, Idaho. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School's students who are enrolled in its EMT-Basic program (the "education program"). In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

I. GENERAL PROVISIONS

A. School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Training Site to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program);
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and Training Site will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Training Site.

D. There will be no payment of charges or fees between School and Training Site.

E. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will School or Training Site engage in such discrimination in their employment or personnel policies.

1. The School adheres to and complies with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990;

2. The School supports the right of students to be free from discrimination based on disability and to reasonable accommodation during clinical rotation;

3. The School will participate in an interactive process with any Training Site and students with disabilities to reach an individualized determination regarding reasonable accommodations that may be appropriate and necessary and the provision of such accommodations; and

4. The School does not approve or support clinical participation by its students at Training Sites that have a policy or practice of discriminating based on disability against clinical students who are otherwise qualified for the college program in which they are enrolled.

II. SCHOOL'S RESPONSIBILITIES

A. School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students' academic education program. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the Training Site clinical education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least two weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. School will notify Training Site in writing of any change or proposed change in a student's status.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunization status for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chicken pox will be advised to get an immune titer. School will require yearly PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to Training Site regarding student status concerning the above requirements.

E. School will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have current CPR certification.

F. School shall obtain the written authorization of each student who may be placed in Training Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838 and determine, in consultation with the training site if needed, whether the student is eligible to participate in the clinical learning experience at the training

site. Training Site may conduct the background inquiry directly and the Training Site may refuse placement of a student who has a record of prior criminal conduct.

Training Site understands and agrees that the School shall not allow any student to attend clinical that has not met this requirement. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Training Site.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. School will notify each student of his/her status and responsibilities pursuant to this Agreement.

H. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

III. TRAINING SITE'S RESPONSIBILITIES

A. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.

D. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

F. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Training Site provides for School; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. Financial responsibility for such emergency care, including care described elsewhere in this Agreement, will be as follows:

- Training Site will not bill students for the cost of initial emergency care;
- At the student's expense, Training Site will provide follow-up care, testing and counseling, including HIV testing, and counseling associated with that testing, in the absence of any similar service being immediately available from School's health services;
- The student will be responsible for the costs of any and all such follow-up care, testing and counseling.

H. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

A. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Training Site.

D. Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to School or its students by virtue of this Agreement.

V. LIABILITY COVERAGE PROVISIONS

A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

B. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. Students are covered under the student medical malpractice policy offered by the State of Washington, Office of Financial Management, Risk Management division, while working in the Training Site.

C. Training Site is self-insured and provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and

payment of claims that may arise against such individuals acting within the course and scope of their performance of this Agreement.

VI. TERM

A. This Agreement is effective beginning December 1st, 2009, and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. School and Training Site will jointly plan student placement in advance of each year's beginning taking into account the needs of the school for clinical placement, maximum number of students for whom Training Site can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

A. School certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. School has provided the opportunity to receive Hepatitis B (HBV) vaccine to all clinical education program students before assignment to Training Site. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Training Site, Training Site agrees to provide the following services:

- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury;
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

C. The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible. Training Site does not accept liability for any illness or injury subsequent to such accidental exposure, except as otherwise provided in this Agreement.

VIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

- (a) To School:
Peter G. Williams
Interim Dean of Instruction for the
Health and Environmental Sciences
Spokane Community College
1810 North Greene Street MS 2090
Spokane WA 99217
- (b) To Training Site:
Coeur d'Alene Fire Department
Attention: DC Tom Greif
300 Foster Ave.
Coeur d'Alene, Idaho 83814

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. Survival. School and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

H. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPAA. School shall direct its trainees to comply with the policies and procedures of Training Site, including those governing the use and disclosure of individually identifiable health

information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the trainees' role in relation to the use and disclosure of Training Site's protected health information, the trainees are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the trainees are not and shall not be considered to be employees of the Training Site.

SPOKANE COMMUNITY COLLEGE

MEDICAL SITE –CITY OF COEUR D'ALENE

By _____
Peter G. Williams
Interim Dean of Instruction for the
Health and Environmental Sciences

By _____

Sandi Bloem, Mayor

Date: _____

Date: _____

ATTEST:

Susan Weathers, City Clerk

Approved as to form by the:
Assistant Attorney General
Attorney for College

General Services Committee

Staff Report

Date: Nov. 9, 2009

From: Kenny Gabriel, Fire Chief

Re: Mutual Aid agreement with Spokane County

DECISION POINT: Should Mayor and Council allow the Fire Department to enter into a Mutual Aid agreement with the Fire Departments in Spokane County?

HISTORY: The Fire Department has Mutual Aid agreements with numerous neighboring Fire Departments. With our ever growing population and fire threats we have identified a need to have agreements in place with Departments in Washington. With the addition of high rise buildings and more homes being built in the Wildland/Urban Interface these agreements are more valuable than ever. This is a ground breaking agreement as there has never been an agreement with all the Fire Departments in Spokane County. This agreement is all encompassing as it will include all departments.

FINANCIAL ANALYSIS: There could be a cost associated with a response to their area.

PERFORMANCE ANALYSIS: If an incident grows where we need a larger number of personnel and apparatus, this agreement provides the possibility of tapping into a large number of resources. This alone almost triples the resources we currently have agreements with.

DECISION POINT/RECOMMENDATION: Enter into a Mutual aid agreement with Spokane County Fire Departments.

DRAFT

Final will be hand-carried to the Council meeting on November 17th.

Spokane/Kootenai County Fire Service Interstate Mutual Aid Agreement

This Agreement is entered into by and between the undersigned municipal corporations of the State of Washington and of the State of Idaho, CITY OF SPOKANE, SPOKANE COUNTY FIRE DISTRICT NO. 9, KOOTENAI COUNTY FIRE AND RESCUE AND CITY OF COEUR D' ALENE FIRE DEPARTMENT.

RECITALS

1. Each of the parties owns and maintains equipment for fire control and suppression and for providing emergency medical services. Each of the parties also retains personnel trained to provide fire control and various levels of emergency medical service.
2. In the event of a major fire, disaster, or other emergency, the parties may require the assistance of one or more other parties to provide additional fire control and emergency medical service equipment and personnel.
3. Each of the parties has the necessary equipment and personnel to enable it to provide assistance to the other parties in the event of such an emergency.
4. The geographical location of all parties is within either Spokane County, State of Washington, or the Kootenai County, State of Idaho, enabling each party to render effective mutual aid assistance to the others.
5. This Agreement is entered into under the authority of Chapter 39.34 Revised Code of Washington and under Chapter 67-2332 Idaho Code.
6. Pursuant to Washington RCW 39.34.040 and Idaho Code 67-2332 this Agreement constitutes an Interstate Compact.

DRAFT

Final will be hand-carried to the Council meeting on November 17th.

AGREEMENT

For the purpose of securing to each the benefits of mutual aid in the protection of life and property for fire and other emergency or disaster, and in consideration of the benefits to be received by each, the parties hereto mutually agree as follows:

1. Request for Assistance

The Incident Commander of any party city or fire district is authorized to request assistance from the other parties if confronted with an emergency situation requiring fire service resources in excess of that available.

(a) Request for assistance shall be made only by the Incident Commander of the requesting party or at his/her specific direction, and shall be directed to the appropriate county Dispatch Center or (other designated ordering point), the request shall then be forwarded from the requesting Dispatch Center to the responding Dispatch Center and then to the officer authorized to dispatch resources outside of the area of the responding party, that officer will make the decision as to the assistance to be given in response to the request.

(b) A request for assistance shall specify the number, type and kind of resources required, and shall specify the reporting location and time (immediate vs. planned need) to which the resources are to be dispatched.

(c) Requests for assistance should be made to the nearest party with the number, type and kind of resources required. Move-up may be utilized to assure continuity of protection to all areas.

2. Response to Request

(a) Upon receipt of a request for mutual aid assistance, the officer authorized to allocate and dispatch resources to the party requesting the resources shall:

(1) Determine if the resources are available for response as requested;

(2) Advise the requesting party of the resources available for response and the response time;

(3) Authorize dispatch of the requested resources as available to the designated location(s) with proper reporting instructions.

(b) The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance should within 30 minutes inform the requesting party if for any reason assistance cannot be rendered.

DRAFT

Final will be hand-carried to the Council meeting on November 17th.

3. Pre-Emergency Planning

The parties shall, from time to time, mutually establish pre-emergency plans that shall indicate the types and locations of potential problem areas where emergency assistance may be needed, and the type of equipment and number of personnel that should be dispatched under various circumstances. Such plans shall consider and assure the proper protection by the responding party of its own geographical area.

4. Preplanned Resources

Fire resources may be preplanned through alarm assignments that utilize nearest resources, including those of adjacent jurisdictions by mutual agreement of the parties. In such event, the preplanned resources, if available, shall be automatically dispatched. Preplanned resources may also be utilized for move-up coverage.

5. Spokane County Fire Resource Plan

This Agreement is not intended to modify or replace the Spokane County Mutual Aid Agreement or the Spokane County Fire Resource Plan as presently adopted or hereafter amended by the Inland Empire Fire Chiefs Association.

6. Status of Equipment and Personnel

Each of the parties to this Agreement shall be legally responsible for all of its equipment and personnel utilized for the purposes of fulfilling its obligations under the terms of this Agreement. Further, each party shall bear the costs of any damage to their equipment resulting from its use for these purposes, excluding any claims for reimbursement from third parties that may result from a third party's negligent acts or omissions.

All personnel acting for or on behalf of the party under the terms of this Agreement shall be employees or authorized volunteers of said party. Each party to this Agreement shall assume responsibility and liability for the acts of its employees or volunteers, and further each party shall assume the responsibility for any claims, injury or loss sustained by such employee or authorized volunteer while acting in the performance of his or her duties.

7. Command Responsibility

The incident command responsibility shall be determined by the parties with jurisdictional responsibility:

(1) The incident shall be managed and all responding resources assigned shall operate under a NIMS compliant Incident Command System.

(2) The responding resources provided by the parties will operate within the incident command system as assigned provided that they shall remain under the direct supervision of the officer in charge of their responding unit.

DRAFT

Final will be hand-carried to the Council meeting on November 17th.

8. Termination of Service

The resources of the responding party shall be released from service, demobed and returned to the responding city or fire district by the incident commander when no longer required or when needed in the area for which it normally provides protection.

9. Liability and Claims

(a) Each party shall be responsible for its own resources used in providing assistance pursuant to this Agreement.

(b) Each party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this agreement by its personnel only and shall save and hold harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of such party's personnel relating to the performance of this agreement. .

10. Compensation

Each party agrees that it will not seek compensation for services rendered under this Agreement from any other party to this agreement.

11. Non-Exclusive Agreement

The parties to this Agreement shall not be precluded from entering into similar agreements, or first or supplemental response agreements, with other municipal corporations.

The provisions of any other agreement by a party to this Agreement shall not extend to the other parties to this Agreement.

12. Insurance

Each party shall provide insurance coverage for all resources owned, purchased or leased by such party and all personnel used under the terms of this agreement.

13. Benefits

This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14. Duration and Termination

This Agreement shall become effective for each party upon the date of execution by such party and shall remain in force and effect until participation is terminated by giving to the other parties thirty (30) days notice of termination in writing.

DRAFT

Final will be hand-carried to the Council meeting on November 17th.

15. Other Parties

The parties intend that other cities and fire protection districts of the State of Washington and the State of Idaho will be also participating in this Agreement. Any additional party shall execute this Agreement. and provide a copy of the Agreement to the other Parties.

16. RCW 39.34 Required Clauses

- A. PURPOSE: See Agreement preamble paragraph above.
- B. DURATION: See Section No. 14 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. ADMINISTRATION. The fire chief of each signatory party shall be the agreement administrator for that party.
- E. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- F. AGREEMENT TO BE FILED: The City of Spokane shall file this Agreement with its City Clerk place it on its web site or other electronically retrievable public source. Fire District 9, at its option, may file this Agreement with the Spokane County Auditor. Kootenai County Fire and Rescue shall comply with Idaho state law as to filing.
- G. FINANCING: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- H. TERMINATION: See Section No. 14 above.
- I. PROPERTY UPON TERMINATION: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

DATED: _____

SPOKANE COUNTY FIRE DISTRICT 9

Fire Chief

Attest:

By: _____
Title: _____

DRAFT

Final will be hand-carried to the Council meeting on November 17th.

DATED: _____

KOOTENAI COUNTY FIRE AND RESCUE

Fire Chief

Attest:

By: _____

Title: _____

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Approved:

Fire Chief

DATED: _____

CITY OF COEUR D'ALENE

By: _____

Title: Sandi Bloem, Mayor

Attest:

Susan Weathers, City Clerk

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 9, 2009
FROM: David E. Shults, Capital Program Manager *Des*
SUBJECT: Change Order #1 for TML Construction for WWTP Digester #2 Repair

=====

DECISION POINT:

The City Council is requested to approve Change Order #1, for an increased cost of \$12,286 to the City's agreement with TML Construction, for a total construction contract amount of \$144,106.

HISTORY:

Digester #2 was damaged on December 24, 2008 due to uncommon plugging of pressure relief equipment and overflow pipes thought to be caused by prolonged cold weather. The metal domed lid on the aboveground concrete tank was subjected to excessive pressure and shifted to a degree that resulted in damage to the support legs and peripheral seal. The City's wastewater engineering consultant, HDR Engineering conducted a thorough inspection of the digester and developed solutions for correcting the problems. TML Construction was awarded the contract for the work in June, and is nearly finished. The work included removal and replacement of the damaged dome, dismantling and installation of new piping and safety equipment, welding repair of the damaged dome mounting feet, special inspection of welds, installation of the dome's peripheral seal, and repair of the coatings.

Changes to the plans and specifications were made by project consultant, HDR Engineering to resolve unanticipated conditions. Change Order #1 includes additional work costing \$19,496, but is reduced by the amount included in TML's bid for unanticipated work. The change order adds 41 additional days to the required completion days for TML's work. The change order work includes roof closure around a pipe penetration, and additional coating work that was discovered to be needed after the dome was removed for thorough inspection. HDR and city staff reviewed the elements of the proposed change order, and believe the costs are fair and reasonable, and that the changes are necessary. HDR's descriptions of the elements of the change order are attached.

FINANCIAL ANALYSIS:

Repair of Digester #2

Advertisements and Building Permit	1,500
Engineering	\$70,000
Weld and Anchor Bolt Inspection	3,000
Construction Contractor, including Change Order #1	<u>144,106</u>
Total	\$218,606

Funding This project is funded by previous year FY 2008-09 budget of \$200,000 for refurbishment of clarifiers and digesters. This project unexpectedly carried over to the present fiscal year. The current year budget includes \$685,000 for refurbishing digesters and clarifiers.

DISCUSSION:

Digester #2 is one of three that is needed to process biosolids to reduce bacteria and pathogens. During this repair project, TML encountered several unanticipated problems that were unknown before construction began. HDR Engineering recommended solutions, negotiated change orders, and TML performed the additional work. Repair of the digester is nearly complete and will soon be placed into service.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #1, for an increased cost of \$12,286.00 to the City's agreement with TML Construction, for a total construction contract amount of \$144,106.00.

Attachment

des1361

November 3, 2009

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

**RE: City of Coeur d'Alene Wastewater Department
Digester No. 2 Cover and Piping Repair
Change Order No. 1**

Dear Mr. Shults:

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

CPR No. 002B – Additional Coating Repair. This Change Proposal Request involved repairing unforeseen damage to the interior coating on Digester 2 that was not discovered until the cover was removed and safely supported on the ground. At this point, a thorough inspection of the cover interior was made and the following damaged was noted and repaired:

- Cracks in the coating along the tension ring, at the beam connections to the tension ring, at the penetrations in the roof, and at approximately ten other locations. The paint was removed through abrasive grinding and blasting to achieve the specified preparation and then new coating was applied to the specified minimum thickness.
- Delaminated areas of the top coat of the coating in over ten locations. Loose coating was removed and the surface prepared to allow application of additional coating to achieve the specified minimum thickness.
- The damaged bottom plates that connect to the digester cover skirt were replaced and the cracked coating along the bottom of the skirt was repaired. The plates were replaced with new plates that were coated prior to being installed in place. The surfaces for the plates and the mating surfaces on the cover skirt were abrasive blasted to achieve the specified preparation and new coating was applied to the specified minimum thickness.

HDR Engineering, Inc.

412 E. Parkcenter Blvd.
Suite 100
Boise ID 83706-6659

Phone: (208) 387-7000
Fax: (208) 387-7100
www.hdrinc.com

Mr. Dave Shults

Page 2

For this Change Proposal Request, it was agreed upon between the City and TML Construction, Inc., that the repair work would be performed on a time and materials basis to reduce the cost to the City. Daily field logs and material receipts are included with Change Proposal Request No. 002B. This change item is an additional cost of \$19,093.00. The Pay Request Payment Recommendation submitted on October 7, 2009, included a recommendation for partial payment of CPR 002B in the amount of \$7,210.00 under Bid Item No. 2 – Allowance for Unanticipated Costs. The balance to be included in this Change Order is \$11,883.00. This change item requires a time extension of forty-one (41) calendar days to the contract.

CPR No. 003 – Grouting roof penetration. This Change Proposal Request involved grouting an existing roof penetration around a new pipe to seal the roof and prevent water from entering the gas room of the existing Digester Control Building. This change item is an additional cost of \$403.00. This change item did not require a time extension to the contract duration.

HDR Engineering, Inc. recommends City approval and execution of Change Order No. 1 with TML Construction, Inc. Please let us know if you require any additional information.

Sincerely,

HDR ENGINEERING, INC.



David Keil, PE
Contract Manager

cc. Hank Fenske, HDR Engineering, Inc., Boise
Ron Isbell, TML Construction, Inc.

Enclosures.

Change Order No. 1
Change Proposal Request No. 002B
Change Proposal Request No. 003

HDR Engineering, Inc.



CHANGE ORDER NO. 1

OWNER:	City of Coeur d'Alene, ID	DATE:	November 3, 2009
CONTRACTOR:	TML Construction, Inc.	HDR PROJECT NO.:	74365
PROJECT:	Digester No. 2 Cover and Piping Repair City of Coeur d'Alene Wastewater Treatment Plant	CONTRACT PERIOD:	June 2 to October 31, 2009
		CONTRACT DATE:	June 2, 2009

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

Provide all labor and materials necessary for installation of the work outlined in CPR Nos. 002 and 003. The cost of this Contract modification is as follows:

<u>CPR</u>	<u>Description</u>	<u>Cost</u>
002B	Additional coating repair.	\$19,093.00
003	Grouting roof penetration.	\$403.00
SUBTOTAL AMOUNT		\$19,496.00
Previous payment under Bid Item No. 2 -- Allowance for Unanticipated Costs		<u>(\$7,210.00)</u>
CHANGE ORDER NO. 1 TOTAL AMOUNT		\$12,286.00

CHANGE ORDER SUMMARY

Contract Price:	
Contract Price prior to this Change Order	\$131,820.00
Net Increase/Decrease of this Change Order	<u>\$12,286.00</u>
Revised Contract Price with all Approved Change Orders	\$144,106.00

Contract Time:	Final Completion of All Work
Contract Time Prior to this Change Order	70 Calendar Days
Net increase of this Change Order	41 Calendar Days
Revised Contract Time With All Approved Change Orders	111 Calendar Days

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

Accepted for Contractor By:		Date: 11-04-09
Approved for HDR Engineering, Inc. By:		Date: 11/4/09
Approved for Owner By:	_____	Date:
Attest:	_____	Date:

Distribution: Owner, Contractor, Office, Field, Other:



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Digester No. 2 Cover and Piping Repair
City of Coeur d'Alene Wastewater Department

CPR No.: 002B

CPR Date: August 27, 2009

Date Sent to Contractor: August 27, 2009

Date Rec'd from Contractor: 08/27/09

08/27/09
09/15/09
09/15/09
10/5/09
10/16/09

TO: TML Construction, Inc.

Please furnish your proposal for executing the following changes(s):

Repair of cracks in coating

Abrasive and industrial blasting, application of new sealant and application of new coating to the following areas (reference **Figure 1**):

1. At each of the connections of the roof beams to the tension ring.
2. At the horizontal joint between the roof diaphragm and the tension ring for 8 of the 10 spaces between the roof beams.
3. At both of the gas pipe penetrations in the roof diaphragm.
4. At the 18 IN gas dome penetration in the roof diaphragm.
5. At the 36 IN manhole penetration in the roof diaphragm.
6. Along the angle and plate connection at the bottom the skirt diaphragm (not shown in Figure 1).
7. At the numbered areas inside the cover as listed in **Table 1**.

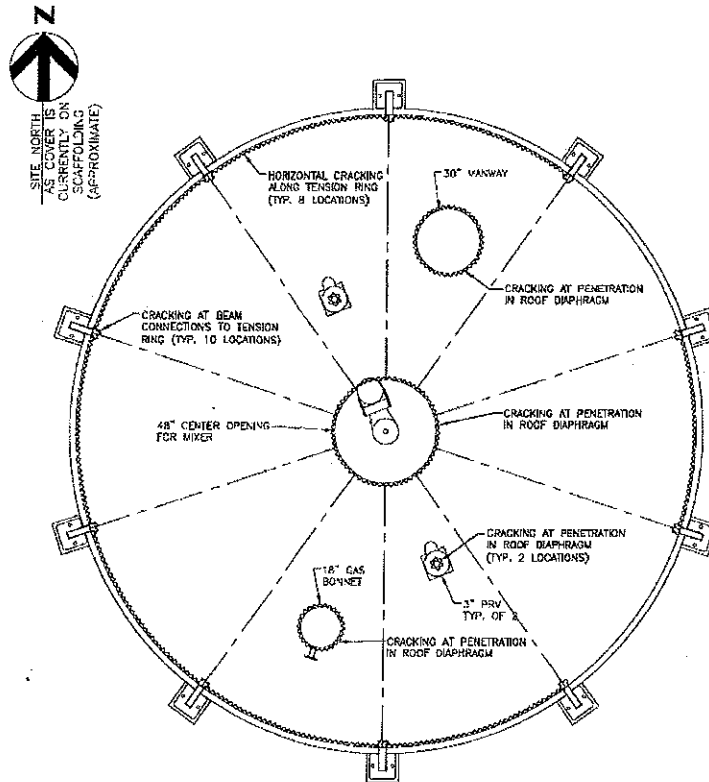


FIGURE 1

Table 1 - Areas Requiring Repair of Coating Cracks				
AREA NUMBER	DESCRIPTION	ESTIMATED LENGTH (FT)	QUANTITY (EA)	ESTIMATED TOTAL (FT)
101	Beam Connections	0.5	10	5.0
102	Cover Perimeter	7.5	8	60.0
103	Gas Pipe Penetrations	1.0	2	2.0
104	Gas Dome Penetration	4.7	1	4.7
105	Manhole Penetration	9.4	1	9.4
106	Angle at bottom of skirt	78.5	1	78.5
107	Mark 5 on Cover (crack)	0.5	1	0.5
109	Mark 6 on Cover (pin hole)	0.5	1	0.5
109	Mark 10 on Cover (crack)	0.5	1	0.5
110	Mark 14 on Cover (crack)	0.5	1	0.5
111	Mark 15 on Cover (crack)	1.5	1	1.5
112	Mark 16 on Cover (crack)	0.5	1	0.5
113	Mark 17 on Cover (crack)	4.5	1	4.5
114	Mark 18 on Cover (crack)	0.5	1	0.5
115	Mark 19 on Cover (pin hole)	0.5	1	0.5
116	Mark 21 on Cover (bubble)	0.5	1	0.5

These areas shall be abrasive blasted in accordance with SSPC SP 5/NACE No. 1 White Metal Blast Cleaning with a 3.0 mil minimum anchor profile to at least 3 IN beyond all sides of the cracks and surface rust beneath. Additionally, 3 IN beyond the White Metal Blast Cleaning area shall be industrial blasted to remove all loose coating, contaminants and stains in accordance with SSPC SP 14/NACE No. 8 Industrial Blast Cleaning with a 2.0 mil minimum anchor profile. Polysulfide sealant shall be applied per Specification Section 07900. New coating (modified polyamine epoxy) shall be applied as specified in Section 09905.

Additionally, the five (5) damaged plates along the bottom of the angle attached to the cover skirt were directed to be removed per RFI 003 dated July 30, 2009. The remaining five (5) plates have severely cracked coating and rust has already started to show between the plate and the angle. The angle provides stiffness to the cover skirt and should be protected. To correct the issue, remove the remaining five (5) plates. Prepare and paint the angle in accordance with the process described above. Provide ten (10) new plates to match the existing, prepare them in accordance with SSPC SP 5/NACE No. 1 White Metal Blast Cleaning with a 3.0 mil minimum anchor profile, and apply new coating as specified in Section 09905.

Table 2 lists the estimated price for crack repair and replacement of the bottom plates based on a time and materials basis using the price breakdown that was included with CPR 002A, the email from Brian Peterson of TML Construction, Inc. dated August 20, 2009 and the allowable overhead and profit fees as listed in Section 00700, Article 12 of the Project Manual. The actual quantities will be filled in after completion of the work.

Table 2 - Crack Repair

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED PRICE	ACTUAL QUANTITY	PRICE
Payroll Costs (Article 11.01.A.1.)						
Document Preparation	HR	4	\$ 53.02 ^A	\$ 212.08		
Grinding Paint	HR	70	\$ 36.82 ^B	\$ 2,577.40		
Cleanup Sand	HR	4	\$ 36.82 ^B	\$ 147.28		
Remove existing plates	HR	8	\$ 36.82 ^B	\$ 294.56		
Pickup plates and haul to shop	HR	2	\$ 36.82 ^B	\$ 73.64		
Pickup plates and haul to site	HR	2	\$ 36.82 ^B	\$ 73.64		
Install new plates	HR	20	\$ 36.82 ^B	\$ 736.40		
Subtotal				\$ 4,115.00		
OH & P (15 percent)				\$ 617.25		
Subtotal				\$ 4,732.25		
Materials incorporated in the Work (Article 11.01.A.2.)						
New bottom plates	EA	10	\$ 57.20	\$ 572.00		
1/2 IN SST bolt, nut and washers	EA	40	\$ 5.00	\$ 200.00		
Subtotal				\$ 772.00		
OH & P (15 percent)				\$ 115.80		
Sales Tax (6 percent)				\$ 46.32		
Subtotal				\$ 934.12		
Subcontractor (Article 11.01.A.3.)						
Sandblast in field	HR	21.5	\$ 100.00	\$ 2,150.00		
Sandblast in shop	HR	2	\$ 75.00	\$ 150.00		
Painting in field	HR	65	\$ 56.04	\$ 3,642.60		
Painting in shop	HR	33	\$ 56.04	\$ 1,849.32		
Paint Materials	GAL	14	\$106.25	\$1,487.50		
Polysulfide, Caulking	FT	75	\$ 15.00	\$ 1,125.00		
Subtotal				\$ 10,404.42		
OH & P (5 percent)				\$ 520.22		
Subtotal				\$ 10,924.64		
Supplemental Costs (Article 11.01.A.5.b.)						
Safety Equipment	LS	1	\$ 145.00	\$ 145.00		
Grinding Disks	EA	116	\$ 3.50	\$ 406.00		
Drill bits	EA	2	\$ 15.00	\$ 30.00		
Subtotal				\$ 581.00		
OH & P (0 percent)				\$ -		
Sales Tax (6 percent)				\$ 34.86		
Subtotal				\$ 615.86		
Supplemental Costs (Article 11.01.A.5.c.)						
Rent Dome Shoring	LS	1	\$ 210.00	\$ 210.00		
Rent Scaffolding	LS	1	\$ 100.00	\$ 100.00		
Pickup	MI	40	\$ 0.45	\$ 18.00		

See Full Breakdown.

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED PRICE	ACTUAL QUANTITY	PRICE
Subtotal				\$ 328.00		
OH & P (0 percent)				\$ -		
Sales Tax (6 percent)				\$ 19.68		
Subtotal				\$ 347.68		
Subtotal				\$ 17,554.55		
Insurance (3 percent)				\$ 526.64		
Total				\$ 18,081.19		

^A Base rate of \$36.00. Includes 43 percent for labor taxes and 3 percent for small tools.
^B Base rate of \$25.00. Includes 43 percent for labor taxes and 3 percent for small tools.

See True Breakdown

Repair of delaminated coating

The following areas will require preparation to remove any delaminated coating and application of new top coating:

1. At the numbered areas inside the cover as listed in Table 3.
2. Inside the gas dome.

AREA NUMBER	DESCRIPTION	ESTIMATE WIDTH (FT)	ESTIMATE HEIGHT (FT)	ESTIMATED AREA (SQ FT)
117	Mark 1 on Cover	2.5	2.0	5.0
118	Mark 2 on Cover	4.5	2.5	11.25
119	Mark 3 on Cover	1.0	1.0	1.0
120	Mark 4 on Cover	7.5	2.0	15.0
121	Mark 7 on Cover	1.5	1.0	1.5
122	Mark 8 on Cover	4.0	1.5	6.0
123	Mark 9 on Cover	1.5	0.5	0.75
124	Mark 11 on Cover	1.3	4.0	5.2
125	Mark 12 on Cover	1.0	1.5	1.5
126	Mark 13 on Cover	1.0	1.5	1.5
127	Mark 20 on Cover	0.5	0.5	0.25
128	Mark 22 on Cover	0.5	0.5	0.25
129	Gas Dome	1.8	2.0	3.6

These areas shall be industrial blasted to remove all loose coating, contaminants and stains in accordance with SSPC SP 14/NACE No. 8 Industrial Blast Cleaning with a 2.0 mil minimum anchor profile. New top coating (modified polyamine epoxy) shall be applied per Specification Section 09905.

Table 4 lists the estimated price for repairing the delaminated areas based on a time and materials basis using the price breakdown that was included with CPR 002A, the email from Brian Peterson of TML Construction, Inc. dated August 20, 2009 and the allowable overhead and profit fees as listed in Section 00700, Article 12 of the Project Manual. The actual quantities will be filled in after completion of the work.

Table 4 - Delamination Repair						
DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED PRICE	ACTUAL QUANTITY	PRICE
Payroll Costs (Article 11.01.A.1.)						
Document Preparation	HR	0.5	\$ 53.02 ^A	\$ 26.51		
Grinding Paint	HR	20	\$ 36.82 ^B	\$ 736.40		
Cleanup Sand	HR	0.75	\$ 36.82 ^B	\$ 27.62		
Subtotal				\$ 790.53		
OH & P (15 percent)				\$ 118.58		
Subtotal				\$ 909.10		
Subcontractor (Article 11.01.A.3.)						
Sandblast in field	HR	6	\$ 100.00	\$ 600.00		
Painting in field	HR	18	\$ -	\$ -		
Paint Materials	GAL	2.5	\$ -	\$ -		
Subtotal				\$ 600.00		
OH & P (5 percent)				\$ 30.00		
Subtotal				\$ 630.00		
Supplemental Costs (Article 11.01.A.5.b.)						
Safety Equipment	LS	1	\$ 35.00	\$ 35.00		
Grinding Disks	EA	30	\$ 3.50	\$ 105.00		
Subtotal				\$ 140.00		
OH & P (0 percent)				\$ -		
Sales Tax (6 percent)				\$ 8.40		
Subtotal				\$ 148.40		
Subtotal				\$ 1,687.50		
Insurance (3 percent)				\$ 50.63		
Total				\$ 1,738.13		
^A Base rate of \$36.00. Includes 43 percent for labor taxes and 3 percent for small tools. ^B Base rate of \$25.00. Includes 43 percent for labor taxes and 3 percent for small tools.						

See TML breakdown

Daily Field Logs

To keep track of the costs for the time and materials associated with the completion of the additional work, the Daily Field Log attached to this CPR should be completely filled out and sent at the end of each working day to Mike Zeltner via email for review and logging. City staff will periodically visit the work site to verify progress. This log is in addition to the Painter's Daily Field Log (Form 09905A) that should also be kept and submitted during the time periods when paint is applied.

Final Inspection of Paint

A final inspection of the additional work will occur on September 1, 2009.

TML Construction, Inc.
CDA WWTP Digester No. 2 Cover and Piping Repair Project

COP # 5
Date: 11/3/2009

TIME & MATERIAL CHANGE ORDER AS DIRECTED BY CPR NO. 002A

71986.1

Repair of cracks & coating on Digester No. 2 dome

Description	Qty	UOM	Labor			Materials		Sub/No Tax	
			Unit	Mnhrs	Total	Unit	Total	Unit	Total
Document Prep	1.00	ls	8.0000	8.00	296	-	-	-	-
TML Labor									
Ken Francis (8/04/09)	1	ls	3.0000	3.0	75	-	-	-	-
Tony Houston (08/04/09)	1	ls	2.0000	2.0	50	-	-	-	-
Ken Francis (8/04/09)	1	ls	2.0000	2.0	50	-	-	-	-
Ken Francis (8/20/09)	1	ls	5.0000	5.0	125	-	-	-	-
Taite Peterson (8/20/09)	1	ls	5.0000	5.0	125	-	-	-	-
Ken Francis (8/21/09)	1	ls	5.0000	5.0	125	-	-	-	-
Taite Peterson (8/21/09)	1	ls	7.0000	7.0	175	-	-	-	-
Ron Wagner (8/24/09)	1	ls	7.0000	7.0	175	-	-	-	-
Taite Peterson (8/24/09)	1	ls	5.0000	5.0	125	-	-	-	-
Ron Wagner (8/25/09)	1	ls	8.0000	8.0	200	-	-	-	-
Taite Peterson (8/25/09)	1	ls	5.0000	5.0	125	-	-	-	-
Ron Wagner (8/26/09)	1	ls	2.0000	2.0	50	-	-	-	-
Taite Peterson (8/26/09)	1	ls	4.0000	4.0	100	-	-	-	-
Ron Wagner (8/27/09)	1	ls	2.0000	2.0	50	-	-	-	-
Taite Peterson (8/27/09)	1	ls	7.0000	7.0	175	-	-	-	-
Ron Wagner (8/28/09)	1	ls	8.0000	8.0	200	-	-	-	-
Taite Peterson (8/28/09)	1	ls	8.0000	8.0	200	-	-	-	-
Ron Wagner (8/31/09)	1	ls	8.0000	8.0	200	-	-	-	-
Ron Wagner (9/01/09)	1	ls	3.0000	3.0	75	-	-	-	-
Ron Wagner (9/02/09)	1	ls	2.0000	2.0	50	-	-	-	-
Ron Wagner (9/03/09)	1	ls	3.0000	3.0	75	-	-	-	-
Ron Wagner (9/04/09)	1	ls	4.5000	4.5	113	-	-	-	-
Ron Wagner (9/08/09)	1	ls	1.0000	1.0	25	-	-	-	-
Ron Wagner (9/09/09)	1	ls	1.0000	1.0	25	-	-	-	-
Ron Wagner (9/10/09)	1	ls	1.0000	1.0	25	-	-	-	-
Ron Wagner (9/11/09)	1	ls	1.0000	1.0	25	-	-	-	-
Mike Rummerfield (09/11/09)	1	ls	4.0000	4.0	100	-	-	-	-
Oleg Babak (09/11/09)	1	ls	4.0000	4.0	100	-	-	-	-
Mike Rummerfield (09/14/09)	1	ls	3.0000	3.0	75	-	-	-	-
Oleg Babak (09/14/09)	1	ls	3.0000	3.0	75	-	-	-	-
Ron Wagner (9/14/09)	1	ls	1.0000	1.0	25	-	-	-	-
			-	-	-	-	-	-	-
TML Material									
Steel Plates (Forest Steel)	10	ea	-	-	-	57.20	572	-	-
Grinding (CDA Power Tool)	1	ea	-	-	-	14.00	14	-	-
Grinding (CDA Power Tool)	1	ea	-	-	-	27.95	28	-	-
Safety.(Oxarc)	1	ea	-	-	-	27.46	27	-	-
Safety.(Oxarc)	1	ea	-	-	-	96.74	97	-	-
Grinding (CDA Power Tool)	1	ea	-	-	-	31.93	32	-	-
Safety.(Oxarc)	1	ea	-	-	-	100.46	100	-	-
Drilling	1	ea	-	-	-	74.66	75	-	-
Fastners for plate (Fastenal)	1	ea	-	-	-	42.73	43	-	-
			-	-	-	-	-	-	-
Subcontractor									
Hi-Tech Stripping (8/05/09)	1.0	hr	-	-	-	-	-	100.00	100
Hi-Tech Stripping (8/28/09)	5.0	hr	-	-	-	-	-	100.00	500
Hi-Tech Stripping (8/31/09)	3.5	hr	-	-	-	-	-	100.00	350
Hi-Tech Stripping (09/03/09)	1.8	hr	-	-	-	-	-	100.00	180

Stockwell paint (08/05/09)	4	hr	-	-	-	56.04	224
Stockwell paint (08/31/09)	22.5	hr	-	-	-	56.04	1,261
Stockwell paint (09/01/09)	26	hr	-	-	-	56.04	1,457
Stockwell paint (09/02/09)	22	hr	-	-	-	56.04	1,233
Stockwell paint (09/03/09)	21.5	hr	-	-	-	56.04	1,205
Stockwell paint (09/04/09)	20	hr	-	-	-	56.04	1,121
Stockwell paint (09/06/09)	7.5	hr	-	-	-	56.04	420
Stockwell paint (09/09/09)	4	hr	-	-	-	56.04	224
Stockwell paint (09/10/09)	5	hr	-	-	-	56.04	280
Stockwell Material			-	-	-	-	-
Tnemec 435 Perma- Glaze	10	kits	-	-	-	106.30	1,063
Tnemec 63-1500 filler	1	kits	-	-	-	104.00	104
Sundries	1	ls	-	-	-	1,145.26	1,145
Equipment			-	-	-	-	-
Pickup (08/05/09)	20	mi	-	-	-	0.45	9
Pickup (09/03/09)	10	mi	-	-	-	0.45	5
Outside Rental			-	-	-	-	-
Macon (shoring for lid)	1	ls	-	-	256.01	256	-

SUBTOTAL			132.5	3,409	1,244		10,881
MATERIALS							1,244
LABOR							3,409
LABOR TAXES	43%						1,466
SMALL TOOLS	3%						102
CONSUMABLES	0%						-
SAFETY MAINTENANCE	0%						-
AS-BUILT FEE	0%						-
WARRANTY	0%						-
CLEAN UP	0%						-
SALES TAX	6.0%						75
BONDS & INSURANCE	3%						593
SUBTOTAL							17,769
OH&F - Labor	15%	4,874					731
OH&F - Materials & Sub	5%	11,869					593
OH&F - Outside Rental	0%	256					-
TOTAL							<u>19,093</u>

Owners signature of acceptance _____

Resolution of Total Price

The "Actual Quantity" rows in Tables 1 and 2 will be filled in based on the submitted Daily Field Logs. The total price for this Change Proposal Request will then be calculated and included in a finalizing Change Order for the project.

Time Extension

A time extension to the contract will given for the time period beginning August 6, 2009 and ending September 1, 2009, a total of twenty-seven (27) calendar days.

Please include your acknowledgment of the prices and time extension in the proposal line below.

HDR: Mike Zeltner Date: August 27, 2009

TO: HDR Engineering, Inc.

Proposal: See attached Daily Field Reports and material receipts.

A time extension of 41 calendar days is required.

Cost \$ 19,093.00 Credit _____

(A time extension is not required for this modification unless otherwise detailed and justified.)

Contractor Ron Isbell Date 11-04-09

TO: Dave Skults

Accepted/Not Accepted Can Not
Accepted/Not Accepted _____

HDR: Date 11/3/09
Owner: Date _____



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Digester No. 2 Cover and Piping Repair
City of Coeur d'Alene Wastewater Department

CPR No.: 003

CPR Date: October 5, 2009

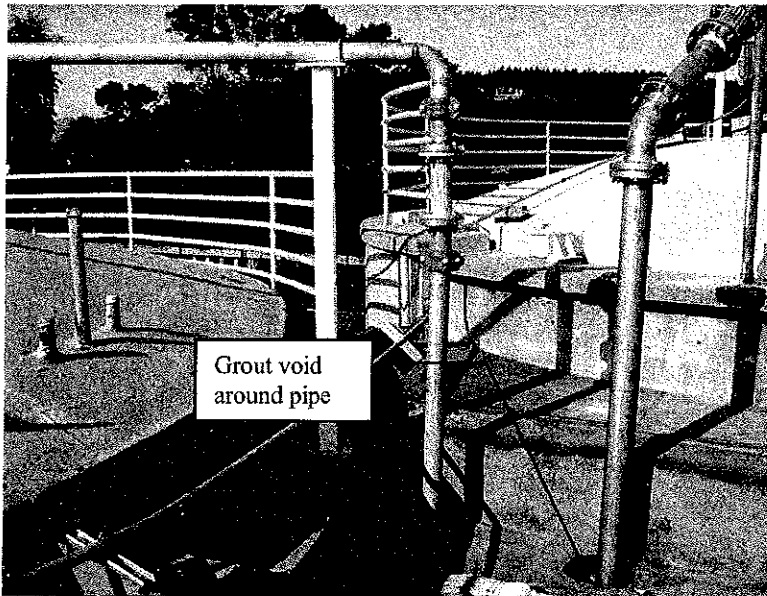
Date Sent to Contractor: October 5, 2009

Date Rec'd from Contractor: 10/20/09

TO: TML Construction, Inc.

Please furnish your proposal for executing the following changes(s):

Grout the void between the new 4-DG pipe and the existing penetration in the roof. Verify the new 4-DG pipe is plumb prior to grouting. See photo below.



HDR: Mike Zelmer Date: October 5, 2009

TO: HDR Engineering, Inc.

Proposal: See attached.

Cost \$403.00 Credit —

(A time extension is not required for this modification unless otherwise detailed and justified.)

Contractor Ron Sebell Date 11-04-09

TO: Dave Shults

Accepted / Not Accepted Cancelled

Accepted/Not Accepted _____

HDR: Date 11/3/09

Owner: Date _____

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: November 9, 2009
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Acceptance of R/W dedication for the extension of Golf Course Rd

DECISION POINT

Staff is requesting that Council accept the dedication of Golf Course Rd, east of Ramsey Rd, and approve the Cooperative Agreement with ITD.

HISTORY

The proposed development on the northeast corner of Ramsey Rd and Appleway Ave was required to provide access along their north property line to the signalized intersection at Ramsey Rd and Golf Course Rd. A portion of the access crossed ITD's property to the north. In the process of acquiring an easement from ITD it was decided that the extension of Golf Course Rd easterly to Marie Ave would benefit ITD, the developer, and the City. ITD has agreed to dedicate the necessary right-of-way, the developer has agreed to construct the road, with potential partnering from the City and/or LCDC for any costs over and above the cost of the originally approved access road.

FINANCIAL ANALYSIS

There is no financial impact to the City for the dedication of the right-of-way, Potential partnering with the developer will be addressed when the construction costs are finalized.

PERFORMANCE ANALYSIS

The extension of Golf Course Rd to Marie would provide a direct access to Ramsey Rd from the area north of Appleway. In addition, with the recently completed connection of Howard and Neider Ave, there will also be an indirect connection from Ramsey to US-95 north of Appleway. We anticipate this roadway will not create a "bypass" to Appleway because of its indirect route but will be used mostly by the local traffic.

RECOMMENDATION

Staff recommends the acceptance of the right-of-way dedication and the adoption of the resolution approving the cooperative agreement with ITD.

**COOPERATIVE AGREEMENT
MARIE AVENUE EXTENSION
IDAHO TRANSPORTATION DEPARTMENT FORTY ACRES MAINTENANCE SITE
RAMSEY ROAD, NORTH OF APPLEWAY AVENUE
City of Coeur d'Alene, Idaho
Kootenai County**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and the **CITY OF COEUR D'ALENE, IDAHO** hereafter called the **CITY**.

PURPOSE

Both Parties mutually agree that it is in the public's best interest to extend Marie Avenue, a Coeur d'Alene City Street, across the south end of the Idaho Transportation Department maintenance site known as the Forty Acres to an intersection with Ramsey Road and Golf Course Road. These improvements are to be made in accordance with the attached documents, made a part of this agreement, entitled Exhibit "I" (Quitclaim Deed) and Exhibit "II" (Marie Avenue Extension Project Construction Plans).

Authority for this Agreement is established by applicable Idaho Transportation Board and Administrative Policies delegating authority to dispose of surplus real property and improvements.

The Parties agree as follows:

SECTION I. That the **STATE** will:

1. Assume no responsibility for the timely performance of this Agreement.
2. Transfer ownership of property for the construction of the Marie Avenue extension in the name of the **STATE** to the **CITY** by means of recording a quitclaim deed as shown in Exhibit "I".

SECTION II. That the **CITY** will:

1. Construct or cause to be constructed the extension of Marie Avenue as shown in Exhibit "II".
2. Construct or cause to be constructed and allow perpetual access for the **STATE** to the extension of Marie Avenue at two locations (Sta 2+00 +/- and Sta 11+50 +/-) as shown in Exhibit "II".

3. Relocate the automated gate for the west approach (Sta 2+00 +/-) to the **STATE** maintenance site as directed by the **STATE'S** representative.
4. Remove/relocate or cause removal/relocation of all of the existing railroad cars and concrete slabs east of the east approach onto the extension of Marie Avenue (Sta 12 +/-), both on and adjacent to the proposed new right of way, as directed by the **STATE** representative. Removed materials shall become the property of the **CITY**.
5. Assume all costs associated with the improvements required for the Marie Avenue extension and those made to the Ramsey Road/Golf Course Road/Marie Avenue intersection, both previously constructed and as shown in Exhibit "II", and as those defined in this agreement.
6. Indemnify, save harmless and defend regardless of outcome the **STATE** from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **CITY** in the installation and maintenance of the work.

SECTION III. Both parties agree that:

1. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the **CITY** and **STATE**.

EXECUTION

This Agreement is executed for the **STATE** by its Assistant Chief Engineer; and executed for the **CITY** by its Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the **CITY OF COEUR D'ALENE**.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

District Engineer

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(Seal)

By regular/special meeting
on _____

RESOLUTION

WHEREAS, the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF COEUR D'ALENE** hereafter called the **CITY**, to extend Marie Avenue, à Coeur d'Alene City Street, across the south end of the **STATE'S** maintenance site known as the Forty Acres to an intersection with Ramsey Road and Golf Course Road within the city limits; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, The **CITY** is full responsible for the project costs,

NOW, THEREFORE, BE IT RESOLVED:

That the Agreement for the above-described project is hereby approved.

That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.

That duly certified copies of the Resolution shall furnished to the **STATE**.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed a regular, duly called special (X-out non-applicable term) meeting of the City Council, City of Coeur D'Alene, held on _____, 2009.

(Seal)

City Clerk

EXHIBIT "I"
1/5

After recording return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

Project No. Yard #1190 KT-121
Key No. A1041
Parcel ID No. 0044704

QUITCLAIM DEED

THIS INDENTURE, Made this 19th day of October, 2009, between the STATE OF IDAHO TRANSPORTATION DEPARTMENT by and through the IDAHO TRANSPORTATION BOARD, hereinafter "Grantor", and CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation, the "Grantee", whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958.

WITNESSETH: That the Grantor, for value received, does by these presents remise, release, convey and forever QUITCLAIM all right, title and interest which Grantor now has or may hereafter acquire, unto the Grantee, that certain lot, piece or parcel of land, lying and being in Kootenai County, State of Idaho, described as follows, to-wit:

Per "Exhibit A and B" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto Grantee, and to Grantee's heirs and assigns forever.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

Marie Avenue Extension

Project No. Yard #1190 KT-121
Key No. A1041
Parcel ID No. 0044704

QUITCLAIM DEED

IN WITNESS WHEREOF, The IDAHO TRANSPORTATION DEPARTMENT has hereunto executed these presents on the 19th day of October, 2009.

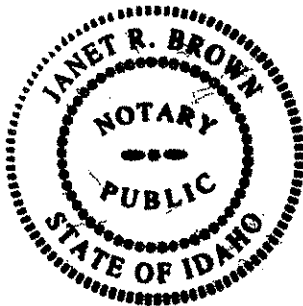
STATE OF IDAHO, Acting by and through the Idaho Transportation Board

BY: Matthew M. Farrar
Matthew M. Farrar
Acting Assistant Chief Engineer
(Development)

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of October, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared MATTHEW M. FARRAR, known to me to be the Acting Assistant Chief Engineer (Development) for the State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, and acknowledged to me that he executed the same as such Acting Assistant Chief Engineer (Development) for the State of Idaho.

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



Janet R. Brown
Notary Public for IDAHO
Residing in BOISE
My commission expires 3-6-2012

EXHIBIT A

EXHIBIT "I"
315

**LEGAL DESCRIPTION OF NEW PUBLIC
RIGHT-OF-WAY FOR MARIE AVENUE ROAD EXTENSION
FOR YARD KT-121, YARD #11900, KEY #A1041, PARCEL ID #44704
DISPOSAL IN FEE BY QUIT CLAIM DEED**

8-13-09

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION, CP&F #:2030652;

THENCE ALONG THE WEST LINE OF SAID SECTION, S 0°06'56" W, 1336.13 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 2, SAID CORNER BEING A FOUND 5/8" REBAR WITH NO CAP;

THENCE ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, S 88°45'36" E, 44.0 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RAMSEY ROAD, SAID POINT BEING A FOUND TACK AND DISK LABELED "PLS 5289," AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUING, S 88°45'36" E, 1289.17 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SAID SOUTHWEST QUARTER;

THENCE ALONG THE WESTERLY LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, N 00°01'10" W, 98.97 FEET;

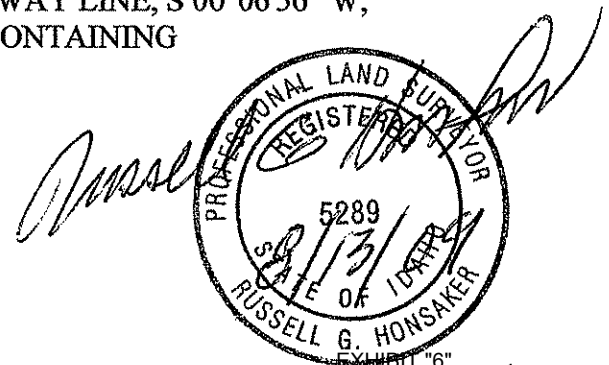
THENCE LEAVING THE SAID WESTERLY LINE, PARALLEL TO THE SAID NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, N 88°45'36" W, 367.93 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTH;

THENCE 183.87 FEET ALONG SAID CURVE, HAVING A RADIUS OF 672.24 FEET AND A CENTRAL ANGLE OF 15°40'18", A CHORD BEARING OF S 83°33'57" W AND A CHORD DISTANCE OF 183.30 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE NORTH;

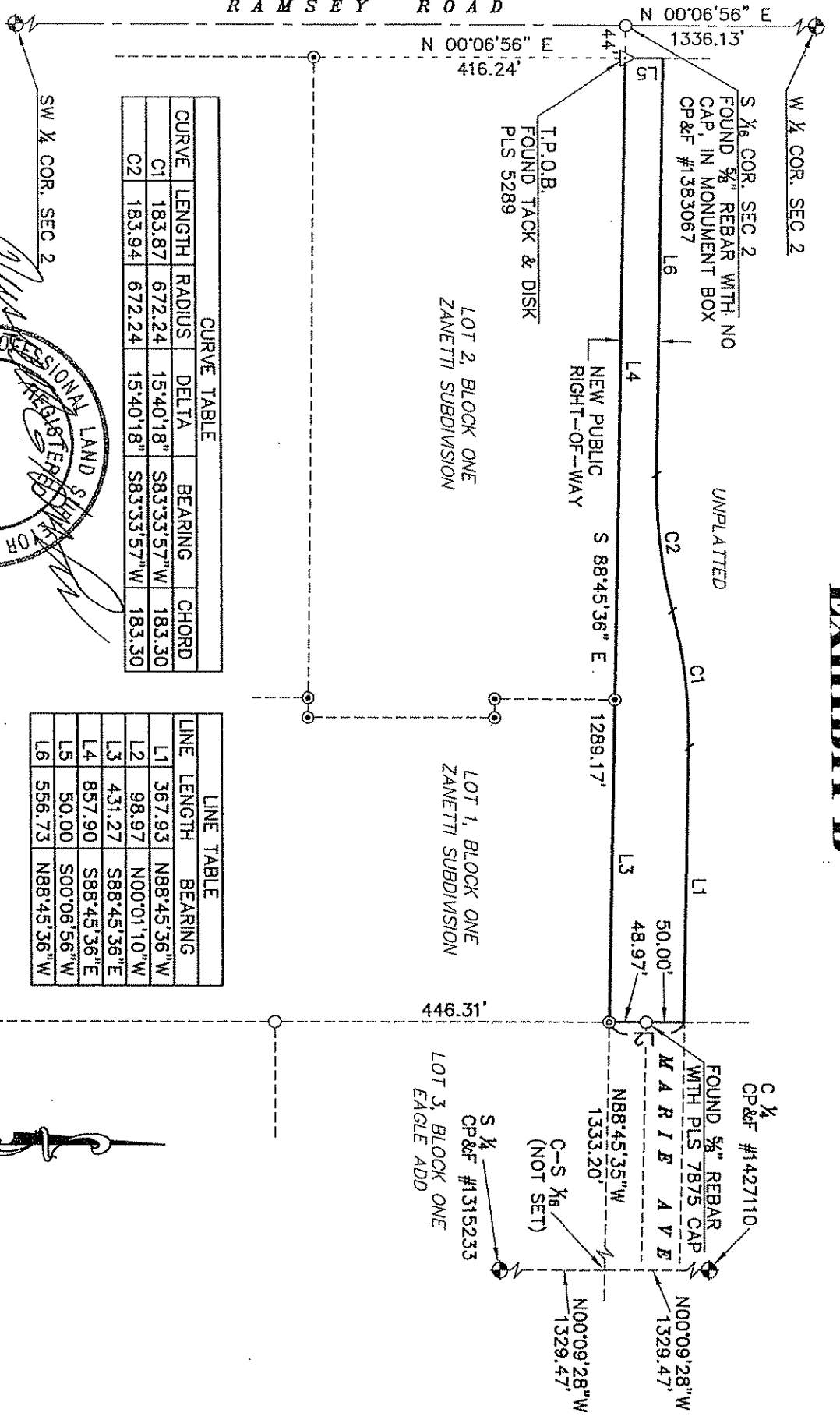
THENCE 183.94 FEET ALONG SAID REVERSE CURVE, HAVING A RADIUS OF 672.24 FEET, A CENTRAL ANGLE OF 15°40'18", A CHORD BEARING OF S 83°33'57" W AND A CHORD DISTANCE OF 183.30 FEET;

THENCE PARALLEL TO THE SAID NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, N 88°45'36" W, 556.73 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF RAMSEY ROAD;

THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, S 00°06'56" W, 50.00 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING APPROXIMATELY 2.098 ACRES, MORE OR LESS.



RAMSEY ROAD

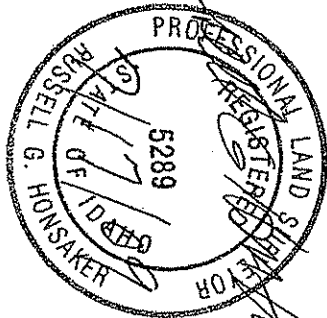


CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	183.87	672.24	15°40'18"	S83°33'57"W	183.30
C2	183.94	672.24	15°40'18"	S83°33'57"W	183.30

LINE TABLE

LINE	LENGTH	BEARING
L1	367.93	N88°45'36"W
L2	98.97	N00°01'10"W
L3	431.27	S88°45'36"E
L4	857.90	S88°45'36"E
L5	50.00	S00°06'56"W
L6	556.73	N88°45'36"W



LEGEND

- ◆ P.L.S.S. CORNERS AS NOTED
- FOUND SURVEY PINS AS NOTED
- ⊙ FOUND 5/8" REBAR WITH PVC CAP MARKED "PLS 5289"



TITLE: EXHIBIT OF NEW PUBLIC RIGHT-OF-WAY FOR MARIE AVENUE ROAD EXTENSION

SCALE: 1" = 200' Resolution

DATE: 7/17/09

FILE: A223-CITY.dwg

FRAME & SMETANA, PA
 Consulting Engineers
 603 North 4th Street, Coeur d'Alene, Idaho, 83814
 Ph. (208)864-2121/Fax: 785-5502/ Email: smetana@frameandsmetana.com

ES

SHEET 1 OF 1

General Services Committee

Staff Report

Date: November 9, 2009
From: Troy Tymesen, Finance Director
Subject: Sherman Avenue electrical outlet upgrade in tree wells

Decision Point:

To approve the repayment of \$17,000.01 to the Downtown Association (DTA) for the cost of the upgrades to the electrical system in the public tree wells along Sherman Avenue, from the unanticipated Parking Fund income.

History:

The City has a contract and partnership with the DTA regarding the maintenance and oversight of many public amenities downtown. One of the amenities covered in the contract is the electrical outlets in the tree wells. These outlets are 20 years old and needed upgrades, the City is responsible for the electrical system and has been unable to fund the expense. The improvements were done in August and November of 2008 in collaboration with City staff. The DTA made the business decision to pay for the improvements to the outlets because more were not working and challenging the success of Street Fair. These outlets are critical to the success of Street Fair as well as the Christmas Lighting parade. The cost average per outlet is \$200.00.

Financial Analysis:

It is recommended that this expense be paid from the unanticipated parking fee revenue from the City owned parking lots managed by Diamond Parking. The lots generated \$304,597.00 for the last fiscal year. The contract with Diamond is for \$120,000, the Public Parking Fund has a guarantee of \$125,000, of which 26% or \$32,000.00 goes to the Parks Capital Improvement Fund. The annual gross revenue over \$245,000 is split with Diamond, the City receiving 92% which equates to \$54,830.00 in unanticipated revenue.

Performance Analysis:

The DTA coordinates 14 events every year which brings approximately 220,000 participants downtown that enjoy our community, contribute to commerce and park in the public lots. The DTA is collecting and dedicating money from the Street Fair vendors to continue to upgrade the electrical system on Lakeside and the side streets off Sherman Avenue.

Decision Point/Recommendation:

To approve the repayment of \$17,000.01 to the Downtown Association (DTA) for the cost of the upgrades to the electrical system in the public tree wells along Sherman Avenue, from the unanticipated Parking Fund income.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 011-02-09
Department Name Employee Name Date
Request made by: Thomas and Kathleen Kurdy 406 755-1575
Name Phone
18 Buffalo Hill Circle Kalispell MT 59901
Address

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

Niche(s): _____
Lot(s): 01, ORE, W, _____, _____, _____. Block: 05 Section: 6

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

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

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vernie J. Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / No
2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:
Thomas and Kathleen Kurdy
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 650⁰⁰ per lot. 9/17/2007
DE 11/2/09
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / Yes / No. L.J.C. 11-2-09
Person making request is authorized to execute the claim: _____
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

STAFF REPORT

DATE: November 17, 2009
TO: Mayor and Council
FROM: Susan Weathers, City Clerk
RE: Setting of Public Hearing – Fee Amendments

Staff is requesting that the City Council set a public hearing for **December 1, 2009** to hear proposed fee amendments as recommended by several departments.

**CITY COUNCIL
STAFF REPORT**

DATE: NOVEMBER 17, 2009
FROM: Terry W. Pickel, Assistant Superintendent
SUBJECT: Approval of purchase of a 100 kW Kohler Generator Set and 200 Amp Automatic Transfer Switch for Blackwell Booster Station.

=====

DECISION POINT:

The Council is requested to authorize the purchase of a 100 kW Kohler brand portable generator and a 200 Amp rated automatic transfer switch from EC Power Systems.

HISTORY:

The Blackwell Booster Station located on Blackwell Island currently has no means of emergency storage capacity or a back up power source. So consequently when the utility power supply fails, residents on Fairmont Loop and above do not have any water pressure and fire flow capability. IDAPA 58.01.08 regulations, last updated in 2006 in regards to system pressure, state that the minimum pressure must be maintained at 20 psi and should pressure fall below this level that the water main or system, as the case may be, must be tested for contaminates. While power failures in this area are not routine, they do occur a couple of times a year. Installation of an automatic back up power supply would currently be the most cost effective and expedient method to maintain a constant water supply to the residents as well as meet the IDAPA regulations.

FINANCIAL ANALYSIS:

The Water Department provided funds in the 2009–2010 budget for purchase of a back up power supply for Blackwell Booster Station. Quotations were solicited by staff from regional suppliers for a 100 kW rated portable generator and a 200 Amp automatic transfer switch to be utilized onsite at Blackwell Booster Station. Quotes were received from; EC Power Systems for \$27,870.00, Western States Cat for \$28,677.00, D Square Energy Systems for \$36,107.00, Cummins Northwest for \$40,114.00 and Rocky Mountain Cummins for \$43,686.76. The lowest quotation from EC Power Systems meets or exceeds all of the specifications submitted.

PERFORMANCE ANALYSIS:

Water Department staff reviewed the revised IDAPA regulations regarding minimum pressures and determined that it would be highly advisable to provide some means of back up capacity to the Blackwell Island residents served by the City. After reviewing three options, construct a storage tank, interconnect with a neighboring private system or provide a back up power source, it was determined that the back up power source was the most prudent and attainable method for quickly resolving this issue. Staff contacted a local vendor and utilized a recognized computer software to generate specifications to properly size the needed generator set and automatic transfer switch. It was determined that a 100 kW generator and 200 Amp automatic transfer would provide an immediate ample standby power supply for the booster station, including excess capacity for a third pump in the future if so desired or needed.


QUALITY OF LIFE ANALYSIS:

Blackwell Island residents currently served by city water face the occasional inconvenience of not having potable water available during an extended power outage. As previously mentioned, an outage may occur a couple of times a year. IDAPA recognizes possible contamination or water quality issues related to water system depressurization and requires that the water purveyor guard against this problem to the best of their ability. Installation of the standby power source will ensure that the residents have an adequate potable water supply of our usual high water quality available during a power outage including minimal fire flow.

DECISION POINT/RECOMMENDATION:

Water Department staff requests that Council award the purchase of the 100 kW generator and 200 Amp transfer switch to EC Power Systems with the lowest responsive quotation.

**CITY COUNCIL
STAFF REPORT**

DATE: November 17, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Bellerive 3rd Addition, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot commercial development.

HISTORY

- a. Applicant: Bellerive Investments, LLC
PO Box 3070
Coeur d'Alene, ID 83815
- b. Location: Between Bellerive Lane and the Centennial Trail bike trail, lying southeast of Beebe Boulevard.
- c. Previous Action: Preliminary plat approval in September 2009.

FINANCIAL ANALYSIS

There are no financial agreements necessary for the noted development.

PERFORMANCE ANALYSIS

This development is a replat of an existing lot in the underlying Bellerive subdivision in which all of the necessary infrastructure had been previously installed, and, accepted by the City.

RECOMMENDATION

1. Approve the final plat document.

BELLERIVE THIRD ADDITION

REPLAT OF LOT 1, BLOCK 3 OF BELLERIVE SECOND ADDITION LYING IN THE
SOUTHEAST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF
SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF
COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BASIS OF BEARING

BASES OF BEARING FOR THIS SURVEY IS 55°41'37" FROM A FOUND MAG NAIL AT THE INTERSECTION OF BEAR BOWLEND AND BELLERIVE LANE AND A 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED PLS 4346 ON THE NORTHERLY RIGHT OF WAY OF BELLERIVE LANE.

NOTES

1. THIS SURVEY WOULD BE SUBJECT TO SHOW PHYSICAL FEATURES OF THE PROPERTY OR SHOW ANY RECORDED OR NON-RECORDED ENCUMBRANCES, EXCEPT FOR THOSE THAT ARE SHOWN THEREON.

REFERENCES

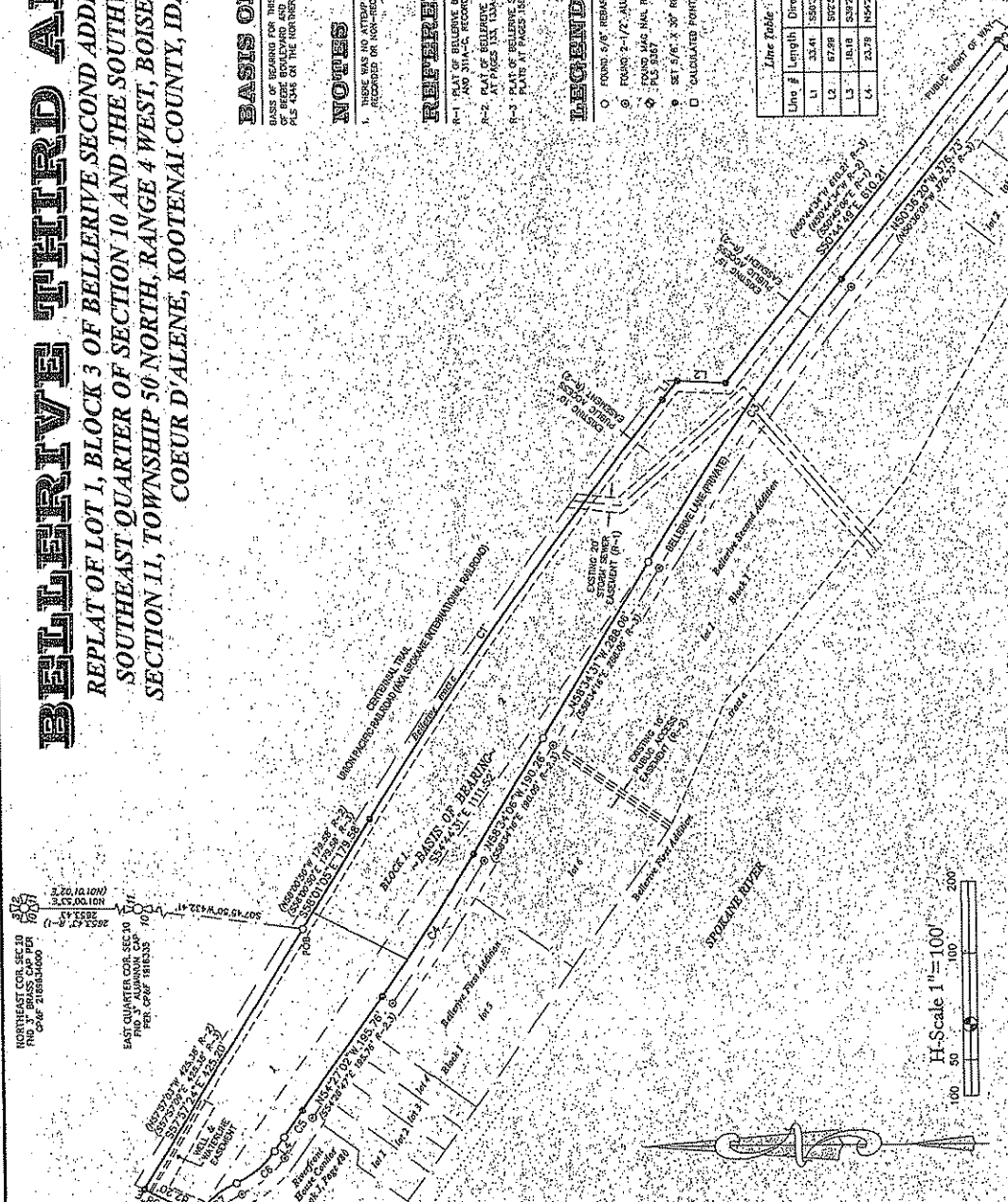
- P-1 PLATS SUBMITTED BY WILLIAM H. STONE, PLS 8574, FILED IN BOOK 4 OF PLATS AT PAGES 311 AND 312 A-C, RECORDS OF KOOTENAI COUNTY.
- P-2 PLAT OF BELLERIVE FIRST ADDITION BY GARY R. STONE, PLS 4346, FILED IN BOOK K OF PLATS AT PAGES 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, RECORDS OF KOOTENAI COUNTY.
- P-3 PLAT OF BELLERIVE SECOND ADDITION BY GARY R. STONE, PLS 4346, FILED IN BOOK K OF PLATS AT PAGES 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, RECORDS OF KOOTENAI COUNTY.

LEGEND

- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED PLS 4346
- FOUND 2-1/2" ALUMINUM CAP MARKED PLS 4348
- FOUND MAG NAIL REPLACED BY 3/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 4347
- SET 3/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 4347
- CALCULATED POINT, NOTHING FOUND ON SET.

Line Table

Line #	Length	Direction	Line #	Length	Direction
L1	33.41	S50°31'00"E	(R-1)	33.42	S50°32'45"E
L2	67.88	S87°30'00"W	(R-2)	67.88	S87°29'42"W
L3	18.18	S87°25'00"W	(R-3)	18.18	S87°23'57"W
L4	23.79	N69°27'07"W	(R-1,2,3)	23.79	S57°27'02"E



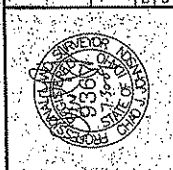
Curve Table

Curve #	Length	Radius	Delta	Chord	Direction	Delta	Radius	Length	Curve #	Chord	Direction
C1	715.37	5884.58	0°17'23"	714.50	S57°21'37"E	0°17'23"	5884.58	715.37	(R-1)	5884.58	N57°21'37"E
C2	31.41	20.00	89°20'00"	20.00	S89°23'40"W	89°20'00"	20.00	31.41	(R-2)	20.00	N89°23'40"W
C3	478.40	3465.33	0°17'50"	478.00	S87°30'00"W	0°17'50"	3465.33	478.40	(R-3)	3465.33	N87°30'00"E
C4	236.18	1365.37	0°17'50"	235.30	S87°30'00"W	0°17'50"	1365.37	236.18	(R-4)	1365.37	N87°30'00"E
C5	44.83	2467.05	0°17'50"	44.83	S87°30'00"W	0°17'50"	2467.05	44.83	(R-5)	2467.05	N87°30'00"E
C6	70.30	133.00	0°17'50"	69.46	N87°18'14"W	0°17'50"	133.00	70.30	(R-6)	133.00	S87°18'14"E
C7	70.30	433.80	0°17'50"	69.65	N83°05'54"W	0°17'50"	433.80	70.30	(R-7)	433.80	S83°05'54"E

ENG Palmer, Inc., Inc. 8
 Paul Palmer, Idaho RES. 8
 BEGON 020 773-879
 202 (208) 773-879
 Registered Professional Engineer
 No. 12345
 State of Idaho

CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
 BELLERIVE THIRD ADDITION

BRAND BY: SNA DATE: 07/20/09 LRS HMG, JRY/PLM/FRM/LCRS
 SHEET # 1 OF 5 SCALE: 1" = 100' PROJ # 09-102 SHEET 1 OF 5



BELLERIVE THIRD ADDITION

REPLAT OF LOT 1, BLOCK 3 OF BELLERIVE SECOND ADDITION LYING IN THE SOUTHEAST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

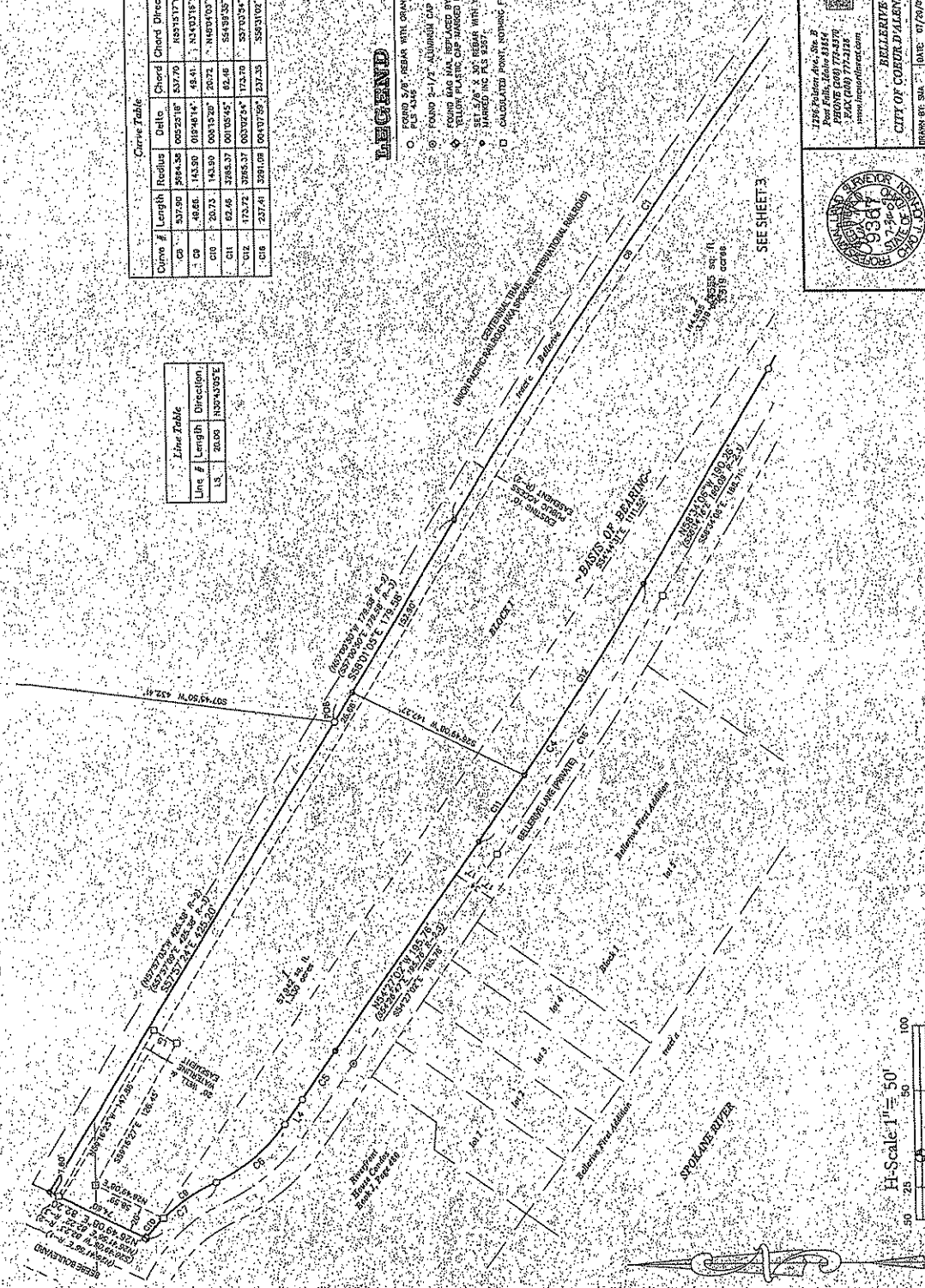
Chain #	Length	Radius	Delta	Chord	Chord Direction
C9	537.90	294.345	002°28'16"	537.70	N85°15'17"W
C10	48.66	143.30	016°40'14"	48.41	N41°03'19"W
C11	202.72	143.30	008°15'26"	202.72	N80°04'03"W
C12	170.72	338.537	001°55'45"	170.72	S54°59'35"E
C13	237.41	338.537	001°55'45"	237.41	S85°10'42"E

Line #	Length	Direction
LS	20.00	S89°40'25"E

LEGEND

- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED PLS 4146
- ⊖ FOUND 3-1/2" ALUMINUM CAP MARKED PLS 4376
- ◇ FOUND 3/8" DIA. REBAR WITH YELLOW PLASTIC CAP MARKED NC PLS 9307
- FOUND 3/4" DIA. REBAR WITH YELLOW PLASTIC CAP MARKED NC PLS 9307
- CALCULATED POINT, NO MARK FOUND ON SET

	1265 Palouse Ave., Ste. B Pocatello, Idaho 83454 PHONE (208) 777-9379 324 E. Central rjackson@idnet.com
	BELLERIVE THIRD ADDITION CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
DRAWN BY: SMJ DATE: 07/26/09 DWG. NO.: 080777/PLN-TRD-AD-1	CHECKED BY: CJY SCALE: 1" = 50'
	PROJ. #: 09-02 SHEET 2 of 5

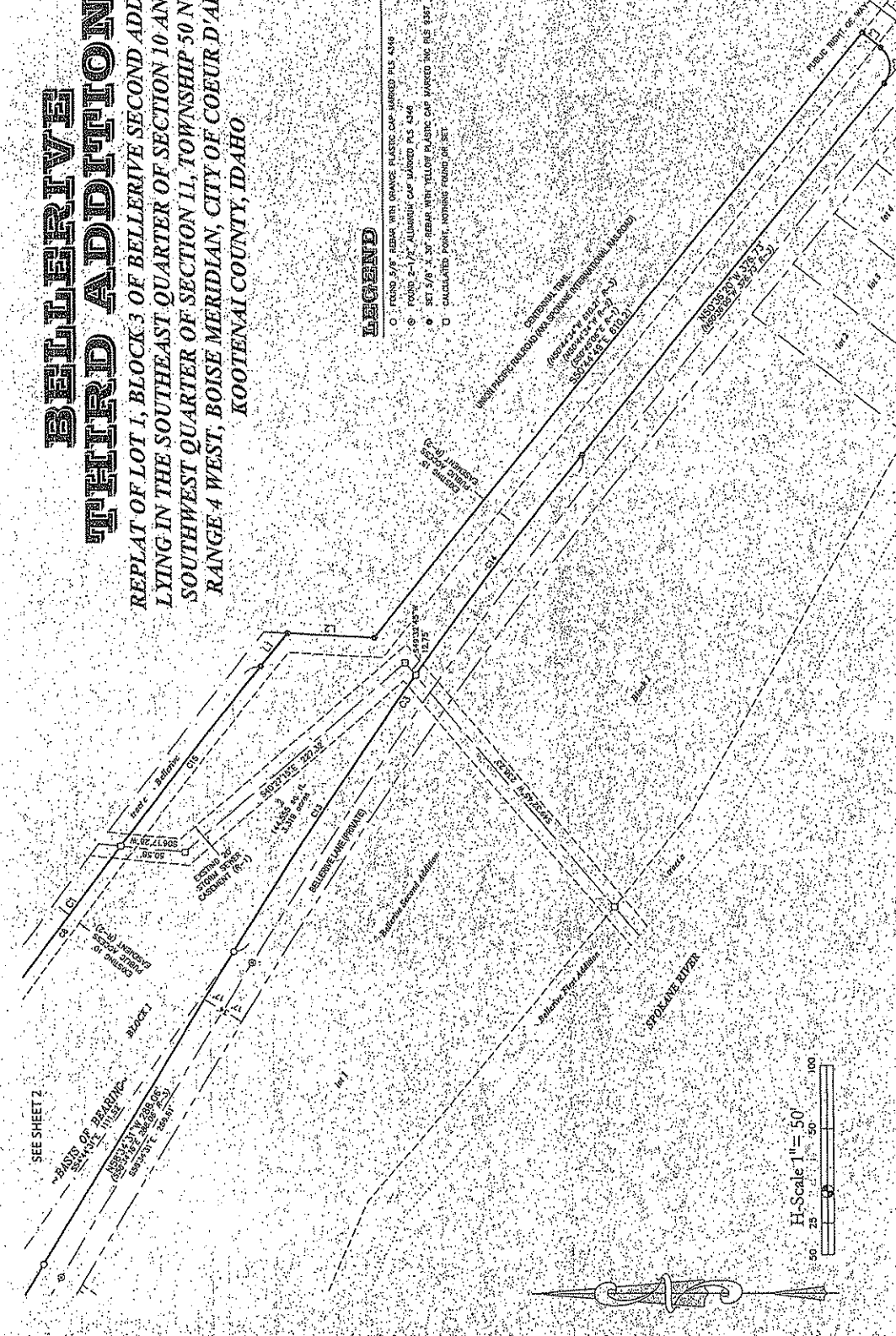


BELLERIVE THIRD ADDITION

REPLAT OF LOT 1, BLOCK 3 OF BELLERIVE SECOND ADDITION
LYING IN THE SOUTHEAST QUARTER OF SECTION 10 AND THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

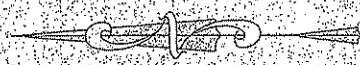
LEGEND

- PINS 5/8" DIA. WITH BRASS PLASTIC CAP MARKED PLS 446
- ⊙ PINS 2-1/2" ALUMINUM CAP MARKED PLS 446
- SET 5/8" x 30" BRASS WITH YELLOW PLASTIC CAP MARKED W/ R/S 4387
- CALCULATED POINT, BRASS PLASTIC CAP SET



Curve Table:

Curve #	Length	Radius	Delta	Chord	Chord Direction
C3	537.00	5854.58	052°31'0"	537.70	N55°15'17\"
C3	251.72	3416.53	042°31'18"	259.65	N59°23'58\"
C4	216.88	3483.53	003°37'00"	216.85	N52°23'50\"
C5	177.47	4684.58	001°47'18"	177.46	N57°38'38\"



1236 Polaris Ave. Ste. B
Post Falls, Idaho 83854
PHONE (208) 773-8370
FAX (208) 773-2128
www.dempseyinc.com

BELLERIVE THIRD ADDITION
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
DRAWN BY: SMA, DATES: 07/20/09, DATE NAME: /BRY/FRAT/FF/AT/2/09
CHECKED BY: SMA, SCALE: 1" = 50', PLOT # 09-102, SHEET 3 OF 3

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

Monday November 9, 2009
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Terry Cooper, Downtown Association
Tom Hasslinger, CDA Press

STAFF PRESENT

Kenny Gabriel, Fire Chief
Kathy Lewis, Deputy City Clerk
Troy Tymesen, Finance Director
Jon Ingalls, Deputy City Administrator
Juanita Knight, Senior Legal Assistant

**Item 1. Mutual Aid Agreement / Fire Departments In Spokane County.
(Consent Resolution No. 09-044)**

Kenny Gabriel, Fire Chief , explained that the Fire Department has Mutual Aid agreements with numerous neighboring Fire Departments. With the ever growing population and fire threats we have identified a need to have agreements in place with Departments in Washington. With the addition of high rise buildings and more homes being built in the Wildland / Urban Interface these agreements are more valuable than ever. This is a ground breaking agreement that has been in negotiations for the past two years and there has never been an agreement with all the Fire Departments in Spokane County. The agreement is all encompassing as it will include all departments. Chief Gabriel went on to explain that if an incident grows where we need a larger number of personnel and apparatus, this agreement provides the possibility of tapping into a large number of resources. This alone almost triples the resources we currently have agreements with.

Councilman Bruning asked who and what is sent if our help is requested? Chief Gabriel responded, one Fire Chief and whatever else they request.

Councilman Edinger asked about #10 – *Compensation*. Chief Gabriel responded that it has been common practice since the City first entered into the Mutual Aid agreements that neither party requests compensation for services rendered. However, if they have an Emergency Declaration, then the City could apply for funds.

MOTION: by Councilman Bruning, seconded by Councilman Goodlander, that Council adopt Resolution No. 09-044 approving the Mutual Aid Agreement with the Spokane County Fire Departments.

**Item 2. Childcare Regulations Amendment / Athletic Club Licensing.
(Agenda Item)**

Kathy Lewis, Deputy City Clerk, presented a recommendation by the Childcare Commission to amend the city code, Childcare licensing, to require licensing of non-exempt athletic facilities who charge compensation for services. Ms. Lewis went on to explain that when the original childcare licensing occurred, most athletic facilities provided childcare at no charge which exempted them from licensing. The childcare has increased in these facilities, most are receiving compensation and their staff is familiar with how long and where the parents are. Some of the facilities have also been concerned about past history of their employees. The Childcare Commission is recommending the licensing of athletic facilities, who receive compensation for childcare services.. To qualify for the reduced license rate and criteria, the facility may not provide care for a child for more than two hours. Otherwise, they fall under standard licensing requirements. The Childcare Commission met with representatives of several of the facilities when this discussion began and two facilities are already

voluntarily had their childcare staff complete the Criminal History background check. They are requesting a minimum fee for the facility license. Each individual would be required to have a tuberculosis test. The Childcare Commission would like to add the requirement that each premises have a person certified in Infant./ Child CPR and First Aid, not just the adult training. For full time childcare licensing, all staff must be certified in Infant/Child CPR and First Aid training. The Commission would also like to break out an additional license category of "Volunteer" license for those people on site that assist in the classroom but are not the primary care giver. They may be a field trip driver, teacher's assistant, special program teacher such as artist, musician, Spanish teacher etc. that may be on the premises regularly on a limited basis but not a primary care giver. The Athletic facility or their employee would bear the cost of the individual Criminal History Background Check which is \$45.00. (Decision of who pays is up to management of facility). Each person would be required to obtain the annual individual license, which has a fee of \$5.00 annually, once the background is cleared. The Childcare Commission is recommending a reduced fee of \$10.00 for the Facility License rather than the \$50.00 Facility fee paid for by full time childcare facility. To qualify for the reduced cost, they must meet the two hours or less requirement as they do not have full capacity at all times, and some only operate during peak hours.

Councilman Goodlander asked Ms. Lewis if she believes the City is over regulating. Ms. Lewis responded no. She has received positive feedback from the facilities as well as the parent volunteers as they often comment that the City's regulations ensure that *their* children are in safe environments.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Council Bill No. 09-1027 amending the Municipal Code Section 5.68, Childcare Licensing, to require licensing of non-exempt athletic facilities who charge compensation for childcare service.

**Item 3. Electrical Outlet Upgrade / Sherman Avenue.
(Consent Calendar)**

Troy Tymesen, Finance Director, is requesting approval for the repayment of \$17,000.01 to the Downtown Association (DTA) for the cost of the upgrades to the electrical system in the public tree wells along Sherman Avenue, from the unanticipated Parking Fund income. Mr. Tymesen explained that the City has a contract and partnership with the DTA regarding the maintenance and oversight of many public amenities downtown. One of the amenities covered in the contract is the electrical outlets in the tree wells. These outlets are 20 years old and needed upgrades, the City is responsible for the electrical system and has been unable to fund the expense. The improvements were done in August and November of 2008 in collaboration with City staff. The DTA made the business decision to pay for the improvements to the outlets because more were not working and challenging the success of Street Fair. These outlets are critical to the success of Street Fair as well as the Christmas Lighting parade. The cost average per outlet is \$200.00. Mr. Tymesen went on to explain that it is recommended that this expense be paid from the unanticipated parking fee revenue from the City owned parking lots managed by Diamond Parking. The lots generated \$304,597.00 for the last fiscal year. The contract with Diamond is for \$120,000, the Public Parking Fund has a guarantee of \$125,000, of which 26% or \$32,000.00 goes to the Parks Capital Improvement Fund. The annual gross revenue over \$245,000 is split with Diamond, the City receiving 92% which equates to \$54,830.00 in unanticipated revenue. Mr. Tymesen also noted that the DTA coordinates 14 events every year which brings approximately 220,000 participants downtown that enjoy our community, contribute to commerce and park in the public lots. The DTA is collecting and dedicating money from the Street Fair vendors to continue to upgrade the electrical system on Lakeside and the side streets off Sherman Avenue.

Councilman Edinger asked who cleans the tree wells and pays the electricity bill. Mr. Tymesen stated that the DTA cleans the tree wells and the City pays the electricity bills.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council approve the repayment of \$17,000.01 to the Downtown Association for the cost of the upgrades to the electrical system in the public tree wells along Sherman Avenue, from the unanticipated Parking Fund income.

Councilman Goodlander asked what is being done about the tree roots raising the sidewalks along Sherman. Mr. Terry Cooper stated that the DTA is currently waiting for a cost estimate report from the city's Engineering Department. Once received, the DTA will consider those costs, then develop remedies to get them repaired. Other types of well system and different tree species are also being considered.

Councilman Edinger complimented the DTA on the hanging baskets this year. Mr. Cooper stated the baskets were obtained from a local garden shop. Mr. Cooper stated that the baskets did so well that they started covering streets signs, which they plan to relocate this winter. He also noted that Christmas lights will be going up soon and will be done a little different this year.

The meeting adjourned at 3:00 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

General Services Committee

Staff Report

Date: September 22, 2009

re: Childcare Licensing of Childcare at Athletic Facilities

From: Kathy Lewis, Deputy City Clerk and Childcare Commission Liaison

Decision Point: Should the City Council adopt changes to the Municipal Code Section 5.68 Childcare Licensing to require licensing of non-exempt athletic facilities who charge compensation for the service.

History: When the original childcare licensing occurred, most athletic facilities provided childcare at no charge which exempted them from licensing. The childcare has increased in these facilities, most are receiving compensation and their staff is familiar with how long and where the parents are. Some of the facilities have also been concerned about past history of their employees as well. The Childcare Commission is recommending the licensing of athletic facilities who charge for childcare services and receive compensation to offset the cost of licensing. To qualify for the reduced license rate and criteria, the facility may not provide care for a child for more than two hours. Otherwise, they fall under standard licensing requirements. The Childcare Commission met with representatives of several of the facilities when this discussion began and two facilities are already willing to compromise and add the licensing of their employees if they can have the minimum fee for the facility license. Each individual would be required to have a tuberculosis test. The Childcare Commission would like to add the requirement that each premises have **a person** certified in Infant./ Child CPR and First Aid, not just the adult training. For full time childcare licensing, **all** staff must be certified in Infant/Child CPR and First Aid training. The Commission would also like to break out an additional license category of "Volunteer" license for those people on site that assist in the classroom but are not the primary care giver. They may be a field trip driver, teacher's assistant, special program teacher such as artist, musician, Spanish teacher etc. that may be on the premises regularly on a limited basis but not a primary care giver. .

Financial Analysis: The Athletic facility or their employee would bear the cost of the individual Criminal History Background Check which is \$45.00. (Decision of who pays is up to management of facility). Each person would be required to obtain the annual individual license, which has a fee of \$5.00 annually, once the background is cleared. The Childcare Commission is recommending a reduced fee of \$10.00 for the Facility License rather than the \$50.00 Facility fee paid for by full time childcare facility. To qualify for the reduced cost, they must meet the two hours or less requirement as they do not have full capacity at all times, and some only operate during peak hours.

Quality of Life: Some children are placed in this childcare several times a week and are familiar with staff. The staff is also familiar with where the parents are on the location and how long they will be away. This would help prevent a child's exposure to a person who may have tendencies to harm them. This would help to ensure a safer environment.

Decision Point: Should the City Council approve the recommended draft to Municipal Code Section 5.68 Child Care licensing as recommended by the Childcare Commission to incorporate athletic facility licensing and add a category of volunteer to licensing for those people in a classroom who assist a regular care provider, but are not the primary care giver.

COUNCIL BILL NO. 09-1027
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.68.020 AND 5.68.030 TO PROVIDE FOR LICENSING OF CHILD CARE FACILITIES IN ATHLETIC CLUBS AND TO REQUIRE LICENSING OF PARENTS/VOLUNTEERS WORKING IN CHILDCARE FACILITIES ON A REGULAR BASIS AND PROVIDING DEFINITIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1 . *That Coeur d'Alene Municipal Code Section 5.68.020, is hereby amended to read as follows:*

5.68.020: DEFINITIONS:

For the purposes of this chapter, the following terms, phrases, words and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "he" refers to all genders.

APPLICANT: A person or entity that submits to the city clerk an application for a license or the renewal of a license to conduct, operate or maintain a childcare facility under this chapter.

CENTER, CHILDCARE: A facility that cares for thirteen (13) or more children or a location providing care other than a principal residence.

FAMILY CHILDCARE: A facility that cares for no more than nine (9) children in a primary residence without a special use permit or no more than twelve (12) children with a special use permit.

PREMISES: A building or part of a building where any childcare is provided including parking areas.

SUBSTITUTE CARE PROVIDER: An individual or volunteer who provides care at a facility in the absence of the operator.

SUPERVISED VOLUNTEER: An individual who is a guest at a childcare facility on an irregular basis for a prearranged event, or to visit a child and who is continually under the supervision of a licensee and does not count in the staff/child ratio.

ATHLETIC CLUB: Locations providing physical fitness equipment, gymnasium, and other exercise equipment, classes, and programs for physical well being. This includes any organization whose activity is substantially the same.

PARENT/VOLUNTEER: Person on premises providing assistance in the classroom or volunteering to provide a service to the children on a regular basis.

SECTION 2 . *That Coeur d'Alene Municipal Code Section 5.68.030, is hereby amended to read as follows:*

5.68.030: LICENSE TYPES AND REQUIREMENTS:

After January 1, 1984, no person, partnership, corporation or association shall maintain, operate or permit to be operated within the city any "childcare facility", as defined in this chapter, without first having obtained a childcare facility license from the city, and no "operator", as defined in this chapter, shall allow or permit the use of a childcare facility unless a proper license for such operation shall have been so obtained. No operator shall permit any person who may have unsupervised contact with children to remain on the premises of a childcare facility unless they obtain and carry a current license issued by the city of Coeur d'Alene. Types of licenses are as follows:

- A. On Site Nonprovider: This license is required for any person twelve (12) years of age or older residing with an operator, a person who is employed by a childcare facility, a person eighteen (18) years of age or older who resides at a childcare facility, or any person who is regularly on the premises at a childcare facility, or anyone who may reasonably be expected to have unsupervised contact with children, but does not provide direct care, such as janitorial, lunchroom staff, pastors, immediate family members of operator, children over eighteen (18), friends who are regularly on the premises, etc. The nonprovider must complete a criminal history background check. The nonprovider may not perform any direct care of children. The license expires December 31 annually.
- B. Facility License; Childcare Facility: This license is required for any place, building, or part of a building where childcare is performed by taking in two (2) or more children, to care for or attend to for any part of a twenty four (24) hour day. This license includes any organization, institution, school, home, foster home, place or facility, whether such business calls itself a minischool,

kindergarten, nursery, preschool, learning center or any other business, whose activity is substantially the same as a childcare operation. This license is not required for:

1. Any state operated institution, school or facility operated by or under the jurisdiction of the state, any agency or political subdivision of the state, or by any other public body or public entity;
 2. Any childcare service which receives no compensation or trade of services for its services;
 3. The operation of day camps, and programs for less than twelve (12) weeks during a calendar year or not more often than once a week;
 4. The occasional care of a neighbor's, relation's, or friend's child or children by a person not ordinarily in the business of childcare; or
 5. The provision of care for children of only one immediate household in addition to the person's own children.
- C. Operator License: This license is required for any proprietor, lessee, manager, director, owner, entity, or person in charge of any childcare facility or business providing for the temporary care of children. The operator must have a criminal history background check completed, with results returned and meet eligibility requirements. A temporary permit is not available. Within one hundred twenty (120) days, licensees shall attend and complete a four (4) hour (clock hours) introduction to childcare workshop which addresses the following areas: child development, health and safety, child guidance, and business practices. The applicant must submit evidence of completion of test showing applicant is free of tuberculosis. Applicant must submit evidence of current child/infant CPR and first aid cards valid through licensing period. New applicants must submit at least five (5) references of reputable citizens from such community wherein the applicant has resided for the longest period within the last ten (10) years, and include the written recommendation of at least two (2) citizens of Coeur d'Alene regarding the applicant's moral character. For license renewal, applicant must submit proof of eight (8) hours of approved continuing education in child development areas relating to childcare, with no more than four (4) hours completed in online courses.
- D. Provider License: This license is required for any person working or volunteering at a childcare facility who provides care for children at any point in time. Person may be issued a temporary permit while criminal history results are in process, but must be supervised at all times by a licensed provider, until the provider license is issued. Temporary license must be surrendered to receive permanent license. To obtain the license, the applicant must submit evidence of current infant/child CPR training, and infant/child first aid training valid through current licensing period. New hires must complete the criminal history background check within three (3) days of hire, and complete training within ninety (90) days of hire. A new applicant must submit evidence that applicant is free from tuberculosis. For annual renewal of license, all applicants for an operator or provider license must provide proof of eight (8) hours of approved continuing

education, with no more than four (4) hours being completed in approved online training courses.

E. Athletic Facility License: This license is required and issued to the owner of any facility where the premises are used for athletic purposes and childcare is provided for compensation, either by membership or direct fee. The owners or operators must obtain a Criminal History background check. In order to qualify for the athletic facility license, the facility must not provide care for a child for more than two hours per day and the parent or guardian must remain on the premise while care is being provided. Otherwise, full child care licensing is required. The facility must have an emergency responder available at all times.

F. Athletic Childcare Provider: This license is issued to any person providing direct care of children that may be unsupervised in an athletic facility. This requires a Criminal History background check meeting the same criteria as all childcare providers; and a tuberculosis test. The minimum age for a provider is eighteen.

G. Athletic Childcare Owner/Operator: This license is issued to the person primarily in charge of the day to day operation of the childcare portion of the athletic facility. This license requires evidence of Criminal History background check, Infant/Child CPR training, Infant/Child First Aid training, and a tuberculosis test. The minimum age is eighteen.

H. Parent/Volunteer License: This license is required for all parents or other volunteers who provide assistance in the classroom or volunteer to provide a service to the children in any type of childcare facility on a regular basis. This license requires a Criminal History background check and a tuberculosis test. In order to assure that an emergency responder is present, the parent/volunteer may not be left unsupervised.

EI. Facility License Requirements: In order to obtain a facility license which expires December 31 annually:

1. Operator must hold a current childcare operator's license.
2. Facility must have an approved health inspection.
3. Facility must have an approved fire inspection.
4. As of June 1, 1999, all new applicants for a facility license must have a safe, fenced, outdoor play area with no jagged, or sharp edges. Fence must be built of suitable material to contain the ages of children being cared for. The outdoor fenced area must meet a minimum of seventy five (75) square feet per child. Exception: Those facilities where care is intended to be two (2) hours or less, and the parent is on site as in health clubs, grocery stores, etc.
5. Safety requirements for childcare facilities with swimming pools, wading pools, or hot tubs (inground or aboveground) containing twenty four inches (24") or more of water,

must comply with title 8, chapter 8.20 of this code. In addition the childcare facility must comply with the following:

- a. The water shall be clean and treated to comply with health department recommendations. In addition, the wading pools shall be emptied at the end of each day.
- b. A person holding a water safety certificate through the American Red Cross shall be present at all times when a swimming pool is in use. Lifesaving equipment must be near the pool premises.
- c. When any of the above are available to children, continuous adult supervision is required.
- d. The care provider shall have on file written, signed permission from each child's parent/guardian to allow participation in a swimming pool, wading pool or hot tub.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 17th day of November, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending M.C. Section 5.68.020 & 030 Licensing of Child Care Facilities in Athletic Clubs

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.68.020 AND 5.68.030 TO PROVIDE FOR LICENSING OF CHILD CARE FACILITIES IN ATHLETIC CLUBS AND TO REQUIRE LICENSING OF PARENTS/VOLUNTEERS WORKING IN CHILDCARE FACILITIES ON A REGULAR BASIS AND PROVIDING DEFINITIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending M.C. Section 5.68.020 & 030 Licensing of Child Care Facilities in Athletic Clubs, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17th day of November, 2009.

Warren J. Wilson, Chief Deputy City Attorney

November 9, 2009
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Tim Martin, Street Superintendent
Gordon Dobler, Engineering Svcs. Dir.
Sid Fredrickson, WW Superintendent
Dave Shults, Capital Program Manager
Amy Ferguson, Executive Assistant
Jon Ingalls, Deputy City Administrator

Item 1 2009-2010 Snow Plan
Agenda Item

Tim Martin, Street Superintendent, presented a request for Council approval of the 2009-2010 Snow Plan. Mr. Martin explained that this year's Snow Plan contains minor housekeeping changes, which include the addition of streets, extended streets, and culdesacs. The city-wide snow plow goal is still 38 hours, which is a significant reduction since 2000. Mr. Martin will be presenting a Power Point presentation at the Council meeting on November 17th and will explain the Snow Plan in more detail at that time.

Councilman Kennedy asked about the plans for 4th Street plowing. Mr. Martin said that they are working as a committee right now to develop a plan for that street, and that the plan can change as needed. He is also working with the city engineer regarding possibly putting up delineators along 4th Street to assist in their plowing efforts.

Councilman McEvers commended the Streets Department for the good job that they do. Mr. Martin said that they are not asking for any changes on the two sledding hills that are in the residential areas (Lost & Dollar, and Boyd & 9th/10th).

MOTION by Kennedy, seconded by McEvers, to recommend Council approval of the 2009-2010 Snow Plan. Motion carried.

Item 2 Sidewalk Policy – Update of Renewable 5 Year Sidewalk Plan
Agenda Item

Tim Martin, Street Superintendent, presented a request for Council adoption of the proposed updated 5-Year Sidewalk Plan in accordance with the adopted Americans with Disabilities Act (ADA). Mr. Martin explained that the 5-Year Sidewalk Plan was adopted last year but is updated yearly. He explained in his staff report that the ADA guides the city to prioritize repairs first in civic areas followed by commercial areas, then residential areas. With over 300+ pedestrian ramps placed or constructed in the last 3 years, the city's advisory committee looked at these areas as an investment that should be capitalized on and targeted for sidewalk repairs first.

Mr. Martin discussed the recommendations contained in the 5-Year Plan and said that they are proposing to add 7th Street from Sherman to Harrison in the 4th year, and move Best Avenue to the 5th year. He will also be doing a presentation at the November 17th council meeting.

MOTION by Kennedy, seconded by McEvers, to recommend that Council adopt the Updated 5-Year Sidewalk Plan. Motion carried.

**Item 3 Change Order #1 for WWTP Digester #2 Repair
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for Council approval of Change Order #1 for an increased cost of \$12,286.00 to the City's agreement with TML Construction, for a total construction contract amount of \$144,106.00.

Mr. Shults said in his staff report that Digester #2 was damaged on December 24, 2008. TML Construction was awarded the contract in June, 2009, which included removal and replacement of the damaged dome, dismantling and installation of new piping and safety equipment, welding repair of the damaged dome mounting feet, special inspection of welds, installation of the dome's peripheral seal, and repair of the coatings. Changes to the plans and specifications were made by project consultant, HDR Engineering, to resolve unanticipated conditions, including some interior coating issues. Change Order #1 includes additional work costing \$19,496.00, but is reduced by the amount included in TML's bid for unanticipated work. Mr. Shults said that the total project is \$218,000.00.

Councilman McEvers asked about the expected life of such coating refurbishment work. Mr. Shults explained that coating manufacturers are reluctant to suggest more than 5 to 10 years, but that the industrial coatings on many of the plant structures have lasted 15 to 20 years. The wastewater department is underway with a coating refurbishment program for those structures that are in need, but that will not be affected by larger capital projects that are currently planned. He confirmed that digester 5 that is to be constructed in the Phase 5B project will have a concrete lid, instead of metal as has been common in the past.

Motion by McEvers, seconded by Kennedy, to recommend council approval Resolution No. 09-044, approving Change Order #1 in the amount of \$12,286.00 to the City's Agreement with TML Construction, for a total construction contract amount of \$144,106.00. Motion carried.

**Item 4 Acceptance of R/W Dedication for the Extension of Golf Course Road
Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for Council acceptance of the right of way dedication of Golf Course Road, east of Ramsey Road, and approval of a Cooperative Agreement with ITD. Mr. Dobler explained in his staff report that the proposed development on the northeast corner of Ramsey Road and Appleway Avenue was required to provide access along their north property line to the signalized intersection at Ramsey Road and Golf Course Road. A portion of the access crossed ITD's property to the north. In the process of acquiring an easement from ITD it was decided that the extension of Golf Course Road easterly to Marie Avenue would benefit ITD, the developer, and the City.

Mr. Dobler explained that this extension would provide another link from Lowe's out to Ramsey, and also will provide access to Ramsey from the Fruitland/Howard area and a link that is parallel to Appleway

that would at least allow traffic in that area to filter over to Ramsey without having to go down to Appleway.

Mr. Dobler also mentioned that they will be extending Howard Street all the way from Appleway to Kathleen. As a result, they will have a much improved network in that area of town.

Mr. Dobler confirmed that ITD has agreed to dedicate the necessary right of way and the developer has agreed to construct Golf Course Road extension, with potential partnering from the City and/or LCDC for any costs over and above the cost of the originally approved access road. He also confirmed that the traffic signal at Kathleen and Howard will be in by the spring.

Councilman McEvers asked about the plan for the property on the northeast corner of Appleway and Ramsey. Mr. Dobler said that land has been platted and that Winco will be using the easterly third to half of it (the leveled out pad). The remaining westerly piece has been platted into a few big lots. There will be an access into that from Ramsey, and a driveway that comes in off of the extended Golf Course Road.

Mr. Dobler said that they have also looked at the traffic on Marie and it will probably be upgraded from Julia to Howard at the time that they do the Howard project.

Motion by McEvers, seconded by Kennedy, to recommend Council approval of Resolution No. 09-044, accepting the Right-of-Way Dedication of Golf Course Road, east of Ramsey Road, and approving a Cooperative Agreement with the Idaho Transportation Department. Motion carried.

The meeting adjourned at 4:21 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: November 9, 2009
FROM: Tim Martin, Street Superintendent
SUBJECT: 2009-2010 SNOW PLAN

DECISION POINT:

Staff requests Council approval of the 2009-2010 Snow Plan.

HISTORY/BACKGROUND:

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2009-2010 Snow Plan summary has been made available at the Council Mail Room and at the Street Maintenance Department offices.

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

The majority of the policies and procedures outlined in the previous years’ Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. A summary of significant changes made to the snow plan since winter 1999 - 2000 include:

- Expanded the use of snow gates to all neighborhoods of the city with some exceptions: 1) snow gates will not be used on arterials/collectors due to the large volume of snow pushed to the curb on wider streets, and 2) areas that are plowed under cooperative agreement by the East Side Highway District (Fernan Hill and Armstrong).
- Added a policy on the plowing of snow in cul-de-sacs directing operators to plow snow to the center of the cul-de-sac unless a vacant lot or snow storage area is provided.
- Added a statement that snow gates will not be used on arterials due to the large volume of snow pushed to the curb on wider streets.
- Added a statement empowering the Street Superintendent to suspend snow gate service in the event that extreme conditions warrant.
- Continue to provide the citizens with “State of the Art” plow operations and provide unrestricted road surfaces. As the city continues to grow rapidly and more streets are extended the citywide plowing completion target will again be 38 hours (a reduction of 32 percent reduction since winter 1999-2000).

Changes proposed for the 2009-2010 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the 2009-2010 Snow Plan.

PUBLIC WORKS STAFF REPORT

DATE: November 9, 2009
FROM: Tim Martin, Street Superintendent
SUBJECT: **Sidewalk Policy- Update Renewable 5 Year Sidewalk Plan**

DECISION POINT:

The council is requested to adopt the recommendation of the proposed updated five year sidewalk plan in accordance with respect to the adopted Americans with Disabilities Act (ADA)

HISTORY:

By Resolution 06-010, the City Council has adopted the Americans with Disabilities Act (ADA) along with recommendations pertaining to a new ADA Sidewalk Hazard Abatement Program. A committee consisting of citizens, a city advisory group member and staff have met to put together and prioritized a five (5) year sidewalk replacement or repair plan.

PERFORMANCE ANALYSIS

In general, the ADA guides us to prioritize repairs first in civic areas followed by commercial areas, then residential areas. This guidance helped us in preparing our 5 year model. With over 300 + Ped Ramps placed or constructed in the last 3 years, the committee looked at these areas as an investment that we should capitalize on and target for sidewalk repairs first.

With the figure of 5000 lineal feet per year crews and the committee can only estimate that it will take the first 2-3 years to “catch up” and provide a complete and accessible routes in these areas.

Recommendation 5 Year Plan

3rd Street from US 95 to Lakeside Avenue (Eastside) **Completed**

- 1) Lakeside Avenue from 8th Street to 15th Street, Government Way –Mullan to Harrison
- 2) 4th Street from Harrison Avenue to US 95
- 3) Harrison Avenue from Government Way to 15th
- 4) 7th Street Sherman to Harrison
- 5) Best Avenue from 15th to 4th

FINANCIAL ANALYSIS

There is financial impact just recommendation and approval

DECISION POINT:

It is recommended that City Council authorize the updated 5 Year Priority Plan with the recommendation that we Update the plan yearly, and to implement this plan in the Fall of 2009.

OTHER BUSINESS

MEMORANDUM

DATE: November 10, 2009

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR

RE: POLICE ASSOCIATION AGREEMENT

DECISION POINT:

The Council is requested to approve the proposed negotiated Police Association Agreement establishing a two year contract, compensation and benefits.

HISTORY:

This Understanding shall be applicable to Police Association represented classifications for a term commencing October 1, 2009 and ending September 30, 2011. All prior resolutions between the City and the Police Association will no longer be applicable unless specifically provided herein.

FINANCIAL:

The following are the significant highlights regarding the negotiated contract:

- A fixed (3%) COLA next year with an opener if a decrease in general fund revenues of 5% from the prior year occurs.
- Housekeeping and clarification changes based on need and/or longstanding practice:
 - Senior pay reinstatement eligibility if lost due to sub-standard performance
 - Bereavement leave clarified as equivalent to 5 days
 - Limits overtime when called in prior to shift start
 - Clarifies when overtime is applicable during shift rotations and that use of sick or vacation during shift rotation is paid at straight time
- Motor Officers assignment (24 consecutive months) qualify as specialized experience for senior pay
- Procedures on seniority related to personnel reductions
- Seniority related to shift bidding for one trial year
- Social Security opt out option

PERFORMANCE ANALYSIS:

The negotiated contract provides necessary consistency and equity.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the proposed negotiated Police Association Agreement establishing a two year contract, compensation and benefits.

RESOLUTION NO. 09-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE POLICE ASSOCIATION.

WHEREAS, representatives of the City of Coeur d'Alene, and representatives of the Coeur d'Alene Police Association have negotiated certain terms of the Collective Bargaining Agreement between the City of Coeur d'Alene and the Coeur d'Alene Police Association; and

WHEREAS, the Mayor and City Council deem it to be in the best interests of the City of Coeur d'Alene to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Collective Bargaining Agreement between the City of Coeur d'Alene and the Coeur d'Alene Police Association, a copy of which agreement is marked Exhibit "1" attached hereto and by reference made a part hereof.

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

DATED this 17th day of November, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

- Council Member Edinger Voted _____
- Council Member Kennedy Voted _____
- Council Member Hassell Voted _____
- Council Member McEvers Voted _____
- Council Member Goodlander Voted _____
- Council Member Bruning Voted _____

_____ was absent. Motion _____.

COUNCIL BILL NO. 09-1025
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO C-17L AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 1.5 ACRE PARCEL AT THE NORTHEAST CORNER OF LINCOLN WAY AND EMMA AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

a +/- 1.51 acre parcel at 521 West Emma Avenue legally described as The West 290.1 feet of the East 406.1 feet of the West 526.1 feet, except the East 78 feet and less and except that portion platted as Ironwood Square and the South 168 feet of the West 120 feet, except that portion lying in road right-of-way, in Lot 2, Plat of Tract A, Subdivision of Lot 13 in the Southeast ¼ of Section 11, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

is hereby changed and rezoned from R-12 (Residential at 12 units/acre) to the C-17L (Commercial Limited at 17 units/acre) zoning district..

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property:

No access will be allowed onto US 95 from the subject property without written authorization from the Idaho Department of Transportation

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED this 17th day of November, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-4-09

+/- 1.5 ACRE PARCEL AT THE NORTHEAST CORNER OF LINCOLN WAY AND EMMA AVENUE

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO C-17L AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 1.5 ACRE PARCEL AT THE NORTHEAST CORNER OF LINCOLN WAY AND EMMA AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, +/- 1.5 ACRE PARCEL AT THE NORTHEAST CORNER OF LINCOLN WAY AND EMMA, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17th day of November, 2009.

Warren J. Wilson, Chief Civil Deputy City Attorney

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMSOS, SENIOR PLANNER
DATE: NOVEMBER 17, 2009
SUBJECT: A-2-09 – ZONING IN CONJUNCTION WITH ANNEXATION
LOCATION: +/- 19,645 SQ. FT. PARCEL AT 5490 NORTH 4TH STREET

DECISION POINT:

Richard Colburn, H2A architects, representing the LDS Church is requesting approval of Zoning in Conjunction with Annexation from County Agriculture to City R-3 (Residential at 3 units/acre).

SITE PHOTOS:

A. Aerial photo:

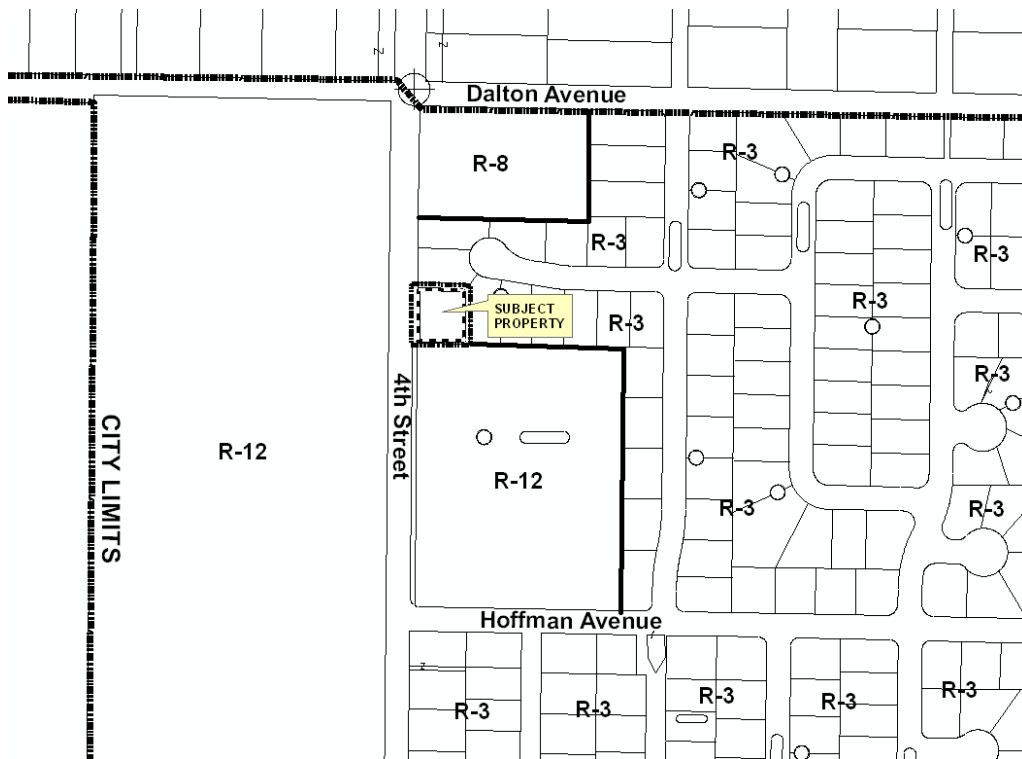


B. Subject property – looking east from 4th street

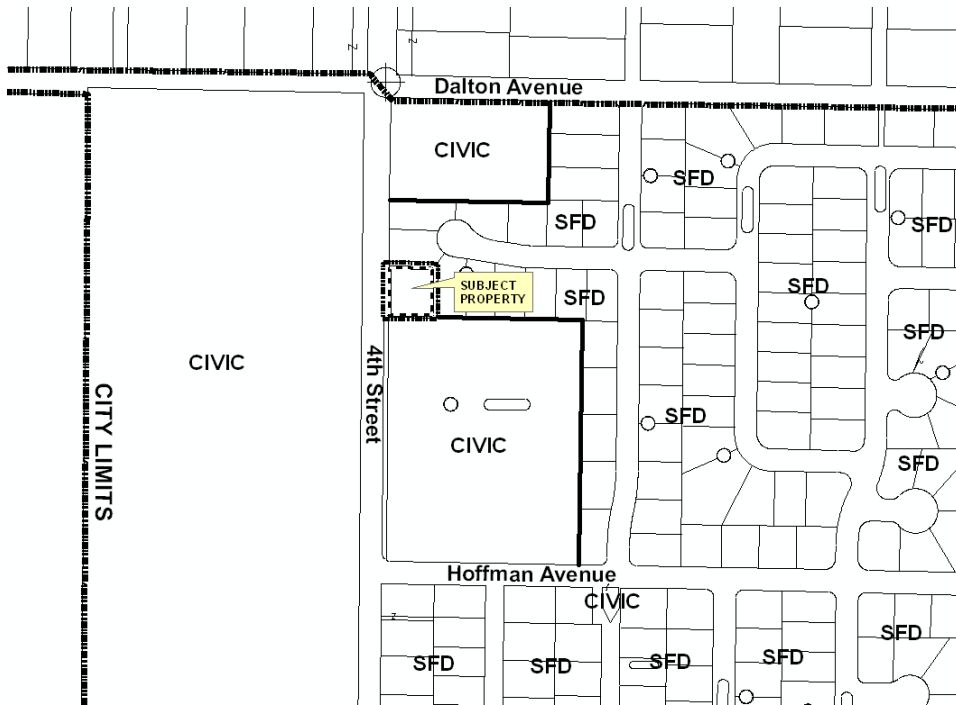


GENERAL INFORMATION:

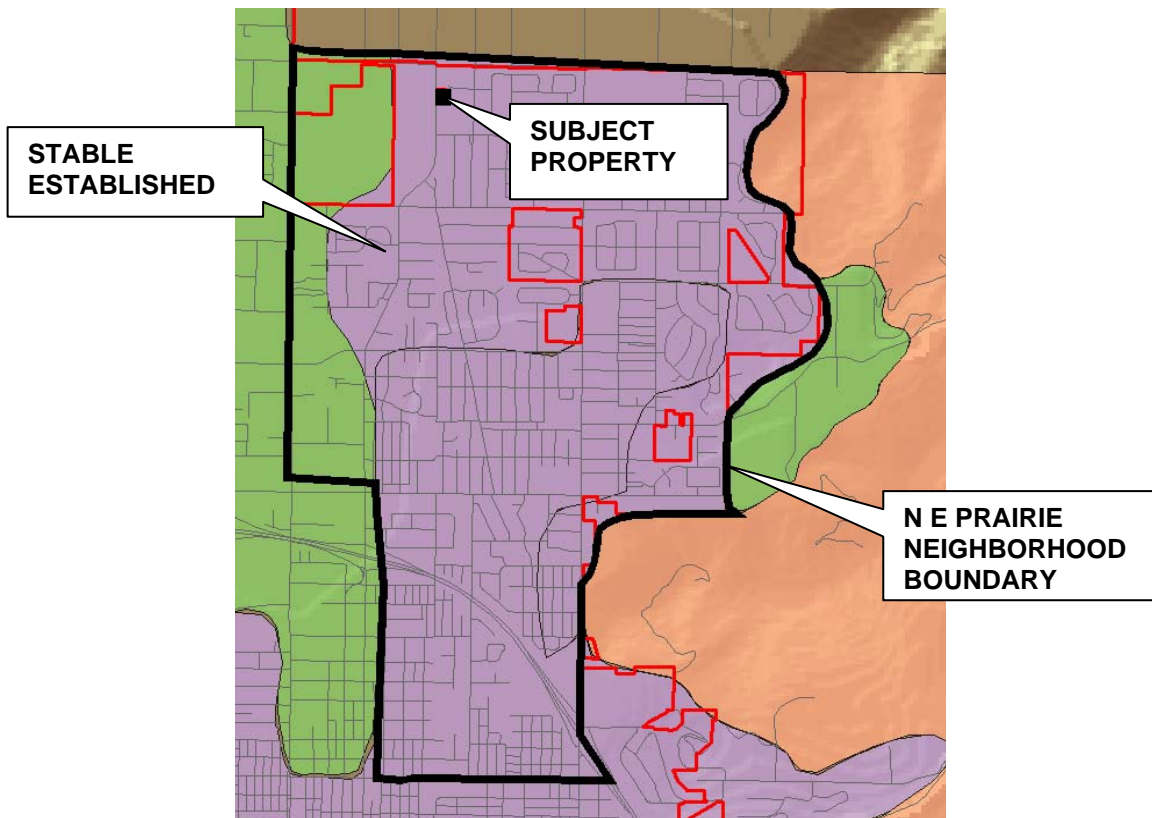
A. Zoning.



B. Generalized land use.



C. 2007 Comprehensive Plan - Stable Established - N E Prairie Area:



D. Applicant: Richard Colburn, H2A architects, representing the LDS Church
420 Indiana Avenue
Suite 100
Coeur d'Alene, ID 83814

Owner: LDS Church
P. O. Box 2766
Hayden, ID 83815-2919

E. The subject property is occupied by the LDS seminary in an approximately 1,800 sq. ft. building with a 19 space parking lot that accesses 4th Street.

F. Land uses in the area include residential – single-family, civic - Coeur d'Alene Bible Church, Coeur d'Alene High School, assisted living facility.

G. Prior actions on subject property:

1. RCA-3-09 – Request To Consider Annexation – Approved by the City Council on August 18, 2009.
2. On October 13, 2009, the Planning Commission approved the annexation request and a Special Use Permit to bring the religious assembly use into conformance with the zoning ordinance.

H. Prior actions on surrounding property:

1. A-6-87 – R-3, R-8 & R-12 – approved in 1987.
2. SP-12-87 – Coeur d'Alene Bible Church – Religious Assembly - approved in 1987.

I. Zoning:

The R-3 district is intended as a residential area that permits single-family detached housing at a density of three units per gross acre.

Permitted uses:

1. Administrative.
2. Essential service (underground).
3. "Home occupation" as defined in this title.
4. Single-family, detached housing.

Uses allowed by special use permit:

1. Commercial film production.
2. Community assembly.
3. Community education.
4. Community organization.
5. Convenience sales.
6. Essential service (aboveground).

7. Noncommercial kennel.
8. Religious assembly.

REQUIRED FINDINGS:

A. **Finding #B8: THAT THIS PROPOSAL (IS) (IS NOT) IN CONFORMANCE WITH THE COMPREHENSIVE PLAN POLICIES.**

The portion of the subject property to be annexed is within the Area of City Impact Boundary.

The 2007 Comprehensive Plan Map designates the subject property as Stable Established – N E Prairie area, as follows:

Stable Established Areas:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots and general land use are not expected to change greatly within the planning period.

N E Prairie:

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands.

The characteristics of N E Prairie neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering

Significant policies:

- Objective 1.01 - Environmental Quality:
Minimize potential pollution problems such as air, land, water, or hazardous materials.
- Objective 1.02 - Water Quality:
Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer
- Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ Objective 1.13 - Open Space:

Encourage all participants to make open space a priority with every development and annexation.

➤ Objective 1.14 - Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

➤ Objective 3.02 - Managed Growth:

Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

➤ Objective 3.05 - Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

➤ Objective 3.16 - Capital Improvements:

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

➤ Objective 4.01 - City Services:

Make decisions based on the needs and desires of the citizenry.

➤ Objective 4.02 - City Services:

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

Evaluation: The City council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

B. Finding #B9: THAT PUBLIC FACILITIES AND UTILITIES (ARE) (ARE NOT) AVAILABLE AND ADEQUATE FOR THE PROPOSED USE.

SEWER:

Public sewer is available and of adequate capacity to accept this property without a public sewer extension, however a lateral for this connection is not currently in place.

Evaluation: Public sewer is located on the west side of Fourth Street or in Trinity Avenue. A lateral sewer was never placed to the subject property so, by city policy, the applicant will need to hook up to city sewer, at the applicant's expense.

Comments submitted by Don Keil, Assistant Wastewater Superintendent

WATER:

Domestic water service and adequate fire flow from City owned public facilities are available for this property. The property owner(s) will be required to install all necessary services from the street at their expense per City code.

Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

STORMWATER, TRAFFIC AND STREETS

All infrastructure is in and adequate for this use.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

The Fire Department will address issues such as water supply, fire hydrants, Fire department access, etc., prior to any site development.

Submitted by Glenn Lauper, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

- C. **Finding #B10: THAT THE PHYSICAL CHARACTERISTICS OF THE SITE (MAKE) (DO NOT MAKE) IT SUITABLE FOR THE REQUEST AT THIS TIME.**

The subject property is relatively flat with no physical constraints.

Evaluation: The physical characteristics of the site are suitable for the request at this time.

- D. **Finding #B11: THAT THE PROPOSAL (WOULD) (WOULD NOT) ADVERSELY AFFECT THE SURROUNDING NEIGHBORHOOD WITH REGARD TO TRAFFIC, NEIGHBORHOOD CHARACTER, (AND) (OR) EXISTING LAND USES.**

The existing LDS seminary was at this location before the surrounding residential subdivision was developed, has a building design that looks like a residential building and is accessed of 4th Street which is a major arterial in the area.

ITEMS RECOMMENDED FOR AN ANNEXATION AGREEMENT:

1. Consider requiring the property owner hook up to the city's sewer system.

ORDINANCES AND STANDARDS USED IN EVALUATION:

Comprehensive Plan - Amended 2007.
Transportation Plan
Municipal Code.
Idaho Code.
Wastewater Treatment Facility Plan.
Water and Sewer Service Policies.

Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.
Coeur d'Alene Bikeways Plan
Kootenai County Assessor's Department property records
Resolution No. 09-021, Complete Street Policy

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.

If the Council denies the request, a new set of findings must be made.

JUSTIFICATION

Please use this space to state the reason(s) for the requested annexation and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

The Church of Jesus Christ of Latter-Day-Saints is requesting annexation of their Seminary property because they will need to connect the the City water system. They are currently served by the Troy Hoffman Water Corporation, but have been notified that on October 31, 2009 this service will be terminated.

The property is located in the Stable established land use category, and the NE Prairie Neighborhood. It is not located in any of the Comprehensive Plan's special areas.

This annexation would create a uniform incorporated area, being that currently this property is an 'island' of unincorporated land.

1. Applicant: Richard Colburn
Location: 5490 N. 4th Street

1. A proposed annexation of a .45 acre parcel from County Agricultural to City R-3 (Residential at 3 units/acre)
QUASI-JUDICIAL (A-2-09)

Planner Holm presented the staff report and gave the mailing tally as 0 in favor, 0 opposed, and 3 neutral, and answered questions from the Commission.

Commissioner Luttrupp inquired if staff could explain the differences between the two water districts and commented that he feels this is an inappropriate request presented by the applicant.

Deputy City Attorney Wilson explained that this property is bordered on three sides by city property making it an obvious parcel for annexation.

Commissioner Bowlby inquired if other homes are included in the Troy Hoffman Water District.

Deputy City Attorney Wilson commented that there are other homes included in this water district.

Engineering Project Engineer Bates explained that the LDS Church is on a separate line than those in the Troy Water district.

Commissioner Soumas inquired if sewer will be included if this request is approved.

Planner Holm answered that if this request is approved, the sewer will be included.

Commissioner Luttrupp commented that he is concerned that the applicant is being kicked out of this district and questioned, if this request is approved, would the water fees paid to the Troy Hoffman water district transfer to the City.

Public testimony open:

Dick Colburn, applicant representative, 3921 Trevino Drive, commented that the LDS church was informed that the Troy Water District would not maintain their line anymore. He explained that the church was the only one using that line and assumed that they were in the city limits and found out they were not.

Commissioner Bowlby inquired how long the church has been on the property.

Mr. Colburn estimated that the LDS church has been on the property for ten years.

Motion by Razor, seconded by Bowlby, to approve Item A-2-09. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Razor	Voted	Aye
Commissioner Luttrupp	Voted	Nay
Commissioner Soumas	Voted	Aye

Motion to approve carried by a 4 to 1 vote.

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Planning Commission on October 13, 2009, and there being present a person requesting approval of ITEM A-2-09, a request for zoning prior to annexation from County Agriculture to City R-3 (Residential at 3 units/acre) zoning district.

APPLICANT: Richard Colburn, H2A architects

LOCATION: +/- 19,645 sq. ft. parcel at 5490 North 4th Street

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential – single-family, civic - Coeur d'Alene Bible Church, Coeur d'Alene High School, assisted living facility.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is R-3 (Residential at 3 units/acre)
- B4. That the notice of public hearing was published on, September 26, 2009, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 13 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, September 25, 2009, and 4 responses were received: 0 in favor, 1 opposed, and 3 neutral.
- B7. That public testimony was heard on October 13, 2009.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 3.05 - Neighborhoods: Protect and preserve existing neighborhoods from incompatible land

Objective 4.01 - City Services: Make decisions based on the needs and desires of the citizenry.

It was the desire of the LDS Church to annex into the City.

Objective 4.02 - City Services: Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

Services are provided or available so it is supported very well by the Comprehensive Plan.

B9. That public facilities and utilities are available and adequate for the proposed use.

This is based on the staff report and what was said previously that services are available.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography and location of this site are compatible with the zoning request.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and existing land uses because it is an existing use.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of RICHARD COLBURN, H2A ARCHITECTS for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

1. Consider requiring the property owner to hook up to the city's sewer system.

Motion by Rasor, seconded by Bowlby, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Evans	Voted Yes
Commissioner Luttrupp	Voted No
Commissioner Rasor	Voted Yes
Commissioner Soumas	Voted Yes

Commissioner Messina was absent

Motion to approve carried by a 4 to 1 vote.



CHAIRMAN BRAD JORDAN

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on, November 17, 2009, and there being present a person requesting approval of ITEM A-2-09, a request for zoning in conjunction with annexation from County Agriculture to City R-3 (Residential at 3 units/acre) zoning district.

APPLICANT: Richard Colburn, H2A architects

LOCATION: +/- 19,645 sq. ft. parcel at 5490 North 4th Street

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are single-family, civic - Coeur d'Alene Bible Church, Coeur d'Alene High School, assisted living facility.

- B2. That the Comprehensive Plan Map designation is Stable Established

- B3. That the zoning is R-3 (Residential at 3 units/acre)

- B4. That the notice of public hearing was published on October 31, 2009 , which fulfills the proper legal requirement.

- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.

- B6. That 13 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on October 30, 2009, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.

- B7. That public testimony was heard on November 17, 2009.

- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use.
This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available to the property?

B10. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time because

Criteria to consider for B10:

1. Topography.
2. Streams.
3. Wetlands.
4. Rock outcroppings, etc.
5. vegetative cover.

B11. That the proposal **(would) (would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **(and) (or)** existing land uses because

Criteria to consider for B11:

1. Traffic congestion.
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed?
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **RICHARD COLBURN**, H2A ARCHITECTS for zoning in conjunction with annexation, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Bruning	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 9/30/2009	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/2009
<u>General-Designated</u>	\$471,726	\$2	\$14,737	\$456,991
<u>General-Undesignated</u>	3,084,090	5,104,719	5,094,229	3,094,580
<u>Special Revenue:</u>				
Library	90,986	6,949	103,637	(5,702)
CDBG				
Cemetery	32,202	18,245	20,922	29,525
Parks Capital Improvements	370,845	22,531	82,961	310,415
Impact Fees	2,225,655	43,083	476,840	1,791,898
Annexation Fees	262,743	5	200,000	62,748
Insurance	2,006,977	21,397	11,575	2,016,799
Cemetery P/C	1,858,678	21,100	10,803	1,868,975
Jewett House	4,529	10,289	609	14,209
KCATT	3,407			3,407
Reforestation	6,396	600		6,996
Street Trees	209,347	7,204	5,000	211,551
Community Canopy	462			462
CdA Arts Commission	345		72	273
Public Art Fund	112,769	2	50,000	62,771
Public Art Fund - LCDC	313,761	6	8,000	305,767
Public Art Fund - Maintenance	121,337	2	990	120,349
KMPO - Kootenai Metro Planning Org	29,072	51,486	35,040	45,518
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	955,004	193,135		1,148,139
LID Guarantee	287,814	75,928	45,000	318,742
LID 124 Northshire/Queen Anne/Indian Meadows	6,324	45,512	49,519	2,317
LID 127 Fairway / Howard Francis	2,210	491		2,701
LID 129 Septic Tank Abatement	158,667			158,667
LID 130 Lakeside / Ramsey / Industrial Park	20,778			20,778
LID 143 Lunceford / Neider	-			-
LID 146 Northwest Boulevard	131,404			131,404
<u>Capital Projects:</u>				
Street Projects	732,267	1,312,085	760,827	1,283,525
2006 GO Bond Capital Projects	49,678	1	1,151	48,528
<u>Enterprise:</u>				
Street Lights	113,904	90,482	55,830	148,556
Water	1,119,427	546,597	389,263	1,276,761
Water Capitalization Fees	554,868	53,224	1,880	606,212
Wastewater	12,666,976	610,141	1,419,750	11,857,367
Wastewater-Reserved	1,367,426	27,500		1,394,926
WWTP Capitalization Fees	3,183,205	65,075	2,788	3,245,492
WW Property Mgmt	60,668			60,668
Sanitation	3,901	256,923	306,870	(46,046)
Public Parking	612,000	65,259	13,823	663,436
Stormwater Mgmt	469,784	109,245	88,514	490,515
Wastewater Debt Service	72	1,200		1,272
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	192,660	184,869	192,660	184,869
LID Advance Payments	385	40		425
Police Retirement	1,368,513	104,927	120,124	1,353,316
Sales Tax	1,149	1,677	1,149	1,677
BID	145,692	6,831		152,523
Homeless Trust Fund	419	526	419	526
GRAND TOTAL	\$35,410,523	\$9,059,288	\$9,564,982	\$34,904,829

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 31-Oct-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2009	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$183,234	\$14,263	8%
	Services/Supplies	14,360	157	1%
Administration	Personnel Services	483,605	39,237	8%
	Services/Supplies	5,500	78	1%
Finance	Personnel Services	637,704	51,433	8%
	Services/Supplies	116,240	3,757	3%
Municipal Services	Personnel Services	822,699	65,079	8%
	Services/Supplies	463,207	34,686	7%
Human Resources	Personnel Services	203,034	16,546	8%
	Services/Supplies	34,600	280	1%
Legal	Personnel Services	1,228,228	100,027	8%
	Services/Supplies	92,260	2,395	3%
	Capital Outlay			
Planning	Personnel Services	491,222	40,171	8%
	Services/Supplies	29,200	217	1%
Building Maintenance	Personnel Services	267,082	23,072	9%
	Services/Supplies	124,354	532	0%
Police	Personnel Services	8,504,121	654,414	8%
	Services/Supplies	695,924	19,846	3%
Fire	Personnel Services	6,391,258	487,256	8%
	Services/Supplies	383,290	4,832	1%
General Government	Services/Supplies	163,250	162,500	100%
Byrne Grant (Federal)	Services/Supplies	87,343		
COPS Grant	Services/Supplies		9,676	
CdA Drug Task Force	Services/Supplies	51,640	863	2%
	Capital Outlay			
Streets	Personnel Services	1,686,286	132,134	8%
	Services/Supplies	470,400	3,774	1%
ADA Sidewalk Abatement	Personnel Services	162,946	9,837	6%
	Services/Supplies	58,500	500	1%
Engineering Services	Personnel Services	347,291	34,250	10%
	Services/Supplies	732,050	22,062	3%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 31-Oct-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2009	PERCENT EXPENDED
Parks	Personnel Services	1,183,560	96,256	8%
	Services/Supplies	426,260	127	0%
Recreation	Personnel Services	599,152	37,616	6%
	Services/Supplies	141,150	279	0%
Building Inspection	Personnel Services	797,620	59,259	7%
	Services/Supplies	35,800	736	2%
Total General Fund		<u>28,114,370</u>	<u>2,128,147</u>	<u>8%</u>
Library	Personnel Services	941,698	75,206	8%
	Services/Supplies	184,000	14,472	8%
	Capital Outlay	60,000	618	1%
CDBG	Services/Supplies	304,576	706	0%
Cemetery	Personnel Services	148,024	14,431	10%
	Services/Supplies	65,450	1,226	2%
	Capital Outlay	25,200		
Impact Fees	Services/Supplies	830,000	475,000	57%
Annexation Fees	Services/Supplies	200,000		
Parks Capital Improvements	Capital Outlay	227,000	5,759	3%
Insurance	Services/Supplies	201,243	1,657	1%
Cemetery Perpetual Care	Services/Supplies	98,500	8,107	8%
Jewett House	Services/Supplies	17,100		
Reforestation	Services/Supplies	2,500		
Street Trees	Services/Supplies	41,500		
Community Canopy	Services/Supplies	1,000		
CdA Arts Commission	Services/Supplies	6,600		
Public Art Fund	Services/Supplies	173,000	58,665	34%
KMPO	Services/Supplies	650,000		
Total Special Revenue		<u>4,177,391</u>	<u>655,847</u>	<u>16%</u>
Debt Service Fund		<u>2,153,383</u>	<u>49,519</u>	<u>2%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
31-Oct-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2009	PERCENT EXPENDED
Kathleen / Howard Signal	Capital Outlay	125,000		
Govt Way - Dalton to Hanley	Capital Outlay	1,000,000		
Howard - Neider Extension	Capital Outlay	200,000	8,673	4%
4th St - Lakeside to Harrison	Capital Outlay		29,994	
15th Street - Lunceford to Dalton	Capital Outlay	400,000		
3rd St & Harrison signal	Capital Outlay	275,000		
15th St & Harrison signal	Capital Outlay			
Intersection of Hanley & US95	Capital Outlay			
Fire Dept GO Bond Expenditure	Capital Outlay			
Total Capital Projects Funds		2,000,000	38,667	2%
Street Lights	Services/Supplies	555,571	21,054	4%
Water	Personnel Services	1,432,550	109,944	8%
	Services/Supplies	3,722,007	161,578	4%
	Capital Outlay	755,700	19,228	3%
Water Capitalization Fees	Services/Supplies	416,240		
Wastewater	Personnel Services	2,112,635	157,801	7%
	Services/Supplies	5,190,638	187,513	4%
	Capital Outlay	13,118,436	19,115	0%
	Debt Service	1,489,110		
WW Capitalization	Services/Supplies	1,026,993		
Sanitation	Services/Supplies	3,116,772	305,351	10%
Public Parking	Services/Supplies	173,957	13,823	8%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	390,145	25,538	7%
	Services/Supplies	523,737	53,945	10%
	Capital Outlay	475,000		
Total Enterprise Funds		34,499,491	1,074,890	3%
Kootenai County Solid Waste		2,400,000		
Police Retirement		237,500	17,678	7%
Business Improvement District		142,000		
Homeless Trust Fund		5,000		
Total Fiduciary Funds		2,784,500	17,678	1%
TOTALS:		\$73,729,135	\$3,964,748	5%