



Coeur d'Alene

CITY COUNCIL MEETING

January 6, 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,
DECEMBER 16, 2008

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, December 16, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Mike Kennedy)	
John Bruning)	
Deanna Goodlander)	
Loren Ron Edinger)	
Woody McEvers)	

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

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

PLEDGE OF ALLEGIANCE: Councilman Kennedy led the pledge of allegiance.

PRESENTATION – U.S. 95 TRANSPORTATION ACCESS PLAN: City Engineer Gordon Dobler presented the (KMPO) Kootenai Metropolitan Planning Organization's proposed access plan for U.S. 95. He noted that one of the key measures was to have low-cost solutions and to manage and balance safety and mobility along US 95 in order to satisfy the Idaho Transportation Board's desire to close access along US 95 while providing essential community access to and from the highway. He noted that in January, 2009 the Idaho Transportation Board will review the proposal made by KMPO and make their final determination at that time. The recommended strategies from KMPO include signals at ½ mile intervals, turn restrictions at Cherry, Bosanko, Canfield, Aqua Orchard, Dakota, Lacey and Boekel, removal of Bosanko signal, Canfield signal to be moved to Wilbur, new signals at Miles and Wyoming, and most of the major intersections are to receive geometric improvements. He announced that the final open house for public input is scheduled for December 18, 2008 at 5:00 p.m.

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

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

1. Approval of minutes for December 2, 2008.
2. Setting General Services Committee and Public Works Committee meetings for December 22nd at 12:00 noon and 4:00 p.m. respectively.

3. RESOLUTION 08-065: 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 CONTRACT RENEWAL WITH THE CD'A PRESS FOR RECRUITMENT CLASSIFIED ADVERTISING; APPROVAL OF A LETTER OF AGREEMENT WITH KOOTENAI COUNTY FOR PUBLIC TRANSPORTATION; APPROVAL OF A BILLING SERVICES CONTRACT AMENDMENT WITH KOOTENAI COUNTY FOR COMMERCIAL SOLID WASTE ACCOUNTS; APPROVAL OF A CONTRACT WITH AVISTA FOR GAS METER UNLOCK PROCEDURES AND APPROVAL OF A CONTRACT WITH TML CONSTRUCTION FOR THE WWTP DIGESTER #4 REFURBISHMENT.
4. Approval of Annual Road/Street Financial Report.
5. Approval of bills as submitted and on file in the City Clerk's Office.
6. Award of bid for purchase of one 1-ton truck and one tandem-axle truck for the Wastewater Treatment Plant (WWTP).
7. Directing staff to prepare a Memorandum of Understanding with the North Idaho Housing Coalition.
8. Award of bid for the purchase of a rock box dump body for the Water Department.
9. Authorizing the pre-purchase of WWTP ammonia control.
10. Authorizing the pre-purchase of WWTP thickener.
11. Authorizing a letter of support for proposed legislation for the Transportation Access Plan.
12. S-3-06 – Final plat approval for Hawks Nest 3rd Addition.
13. SS-13-08 – Final plat approval for Tri-Point Condominiums
14. Approval of cemetery lots transfer from Bonnie Wilmarth to Bruce and M. Colleen English.
15. Setting of Public Hearing (ZC-4-08) for zone change at 4971 and 48921 N. Duncan Dr. for Jan. 20, 2009

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

COUNCIL COMMENTS:

COUNCILMAN MCEVERS: Councilman McEvers announced that television technician, Kyle Cossairt, has been accepted to the Vancouver Film School which is a very prestigious honor and that tonight will be his last night with the City.

COUNCILMAN KENNEDY: Councilman Kennedy acknowledged County Commissioner Rick Currie for attending tonight's meeting. Through a partnership of St. Vincent DePaul, Fresh Start and the City, there is now a warming center for the homeless to stay when temperatures reach below 15 degrees. He thanked Deputy City Administrator Ingalls and Deputy Fire Chief Lauper who worked to make sure this warming center could happen. Councilman Bruning also noted that the St. Luke's Episcopal Church has agreed to take the overflow if necessary. Councilman Goodlander commended her grandchildren Shelby, Jackie, and Johnny Callahan who had gathered clothing for the warming center and she expressed her pride for their community spirit.

COUNCILMAN HASSELL: Councilman Hassell reminded citizens that the streets are very slick and with the subzero temperatures the de-icing solution doesn't work so please drive carefully.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that City Firefighter Mandy Jacques won the state contest for a new Wildfire Management Plan logo. Mandy has been a Firefighter with the City for the past 5 years. With the subzero temperatures the Street Department has had to use sand instead of de-icing solution. They are anticipating that by the end of next week the brine-solution machine will be up and running. The Snow Plan is now available on the City's web site at www.cdavid.org. The City is only one of a few communities that provide a snow gate program when clearing streets of snow. Kudos to Police Lieutenant Don Ashenbrenner for his recent graduation from the FBI Academy. Holidays and Heroes sponsored by area Police Departments and Fire Departments for low income children to purchase Christmas gifts for their family, resulted in our City Fire and Police Departments sponsoring 12 families this year. Chief Longo has been selected to receive the Patricia Kempthorne Award. Mrs. Gabriel encouraged residents to contact the City's Water Department at 769-2210 during the week or 755-9729 on weekends if they have problems with frozen water pipes or frozen water meters. She announced that the last open house for the US-95 proposed improvements is scheduled for Dec. 18th. On December 17th Christie Wood will be reading her new book at the City Library. The Smithsonian Exhibit will be on display until December 20th. The World Winter Special Olympics is being held in Boise this year and the first stop of the Torch of Hope will be in Coeur d'Alene on January 29th and she invited the public to participate. Employment opportunities with the City include Police Officer and Parks Seasonal Lead Maintenance Worker positions.

COUNCIL BILL NO. 08-1026

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE CHAPTER 13.30 AND ADOPTING A NEW CHAPTER 13.30 ENTITLED STORM WATER MANAGEMENT; PROVIDING DEFINITIONS AND A PURPOSE CLAUSE; REQUIRING SUBMISSION OF A STORM WATER MANAGEMENT PLAN WITH ANY LAND DISTURBING ACTIVITY; ESTABLISHING PERFORMANCE AND DESIGN STANDARDS FOR STORM WATER IMPROVEMENTS; AUTHORIZING THE ADOPTION OF SUPPLEMENTAL MATERIAL BY RESOLUTION OF THE CITY COUNCIL; ESTABLISHING PROPERTY OWNER'S OBLIGATION TO MAINTAIN STORM WATER IMPROVEMENTS AND PROHIBITED CONDUCT; AUTHORIZING AND PROVIDING RULES TO OBTAIN A VARIANCE FROM THE STORM WATER REQUIREMENTS; ESTABLISHING ENFORCEMENT PROCEDURES TO ENFORCE THE ORDINANCE AND OTHER GUARANTEES OF INSTALLATION TO ENSURE THAT STORM WATER IMPROVEMENTS ARE INSTALLED; ESTABLISHING THAT VIOLATIONS OF THE REQUIREMENTS OF THE CHAPTER ARE A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE

THAN ONE THOUSAND DOLLARS (\$1,000.00) OR BY IMPRISONMENT NOT TO EXCEED ONE HUNDRED AND EIGHTY (180) DAYS OR BY BOTH FINE AND IMPRISONMENT; 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.

STAFF REPORT: Deputy City Administrator Jon Ingalls presented the housekeeping updates to the City's storm water utility, which include updated terminology, clarification on procedures, and some streamlining of the code to make it more user friendly. He noted that the new plan calls for a storm water plan being required for single family residences but staff would like to amend the proposed ordinance to include that an engineered drawing of the storm water plan would not be required for single family residences.

MOTION: Motion by Hassell, seconded by Edinger to table the action on Council Bill No. 08-1026 until January 6, 2009 for the inclusion of allowing the exemption for single family residences as explained by Jon Ingalls. Motion carried.

PUBLIC HEARING – A-4-08 – ANNEXATION/ZONING OF BLM PROPERTY AT 945 HWY. 95: Mayor Bloem read the rules of order for this public hearing. John Stamsos, Senior Planner gave the staff report.

Mr. Stamsos gave the applicant's name as the U.S. Department of Interior, Bureau of Land Management and their request is for annexation with an R-1 zoning for a 9.6 acre parcel located on the south side of the Spokane River and west of U.S. 95 and the existing city limits.

Mr. Stamsos presented the staff analyses for zoning, shoreline regulations, city utilities and services. He reported that the Planning Commission recommended approval of this request on July 8, 2008 by a 5 to 0 vote. 33 notices of this public hearing were mailed with 6 responses being received – 2 opposed and 4 neutral. Written comments were distributed to the Council for their review.

PUBLIC COMMENTS: Eric Thomson, Field Manager for the Bureau of Land Management (BLM) located at 3815 Schreiber Way, Coeur d'Alene, spoke as applicant. He reported that BLM had notified the neighbors within 300' of a public meeting held on November 24th as recommended by the Planning Commission to help the neighbors understand their proposed annexation; however, the meeting resulted in no public attending. He noted that the proposed caretaker site is consistent with the BLM's 1995 proposal. Brian White, BLM Recreation Director, provided an overview of the Blackwell Island Host Site Development Plan. Councilman Edinger asked what the hours of the caretaker would be. Mr. White commented that it would be between 5 and 6 hours per day. Councilman Edinger asked why the caretaker house is not being placed on the existing RV site. Mr. White responded that this would be the caretaker's residence and thus there needs to be some separation so they can have some time off. Councilman

Edinger noted that they are requesting sewer be extended to the host site and voiced his concern of BLM selling this property to a developer in the future. Mr. White responded that since they are using Water and Conservation funds they cannot sell the property to a developer. Mr. White responded that they are planning to place a 1-1/4" sewer line so it can only serve this one site. Mr. Stamos added that the extension of the sewer line would be a private line extension from the BLM launch site.

Diane Nottage, 1215 Millview Lane, voiced her concern of the way people will be able to contact the care taker and that the caretaker cannot see the boat launch site from the proposed location. Ms. Nottage noted that the meeting scheduled by the BLM was held the week of Thanksgiving and that she arrived 10 minutes late but the meeting had already been closed.

Stacy Armstrong, 2009 S. Riverwood Road, voiced her concern of usage of the canal, the potential for lead exposure, and that this annexation could lead to the future development of condominiums on that side of the river.

COUNCIL DISCUSSION: Councilman Edinger asked Mr. White what if Council said they want the caretaker's home on the site of the current boat launch and asked if they would accept this proposal. Mr. White responded that they would not be going through this annexation process if it could be located at the boat launch site. Councilman Edinger asked if the caretaker could see the boat launch site from the proposed location. Mr. White responded that you can see most of the parking lot but no one can see the boat launch site unless you are right there on the river.

Councilman Goodlander asked if this proposed site was on their 1995 plan. Mr. White responded that it was. Councilman Goodlander asked if it would be difficult to retain a caretaker. Mr. White responded that the launch site is open from 5 a.m. to 11 p.m. and it would be unreasonable to expect any volunteer caretaker to work 17 hours a day.

Councilman McEvers asked about opening up public access to the caretaker site. Mr. White responded that the access road would be gated. He also noted that their notice of the public meeting was very explicit of the time, date and location and they were there until 20 minutes past 6.

MOTION: Motion by Goodlander, seconded by Bruning to approve the annexation and R-1 zoning for 945 Hwy. 95 and to adopt the Findings and Order of the Planning Commission.

DISCUSSION: Councilman Goodlander commented that some of the concerns voiced by the neighbors are really not concerns that will exist and that it makes sense to have a caretaker located at the proposed site than not there at all. Councilman Bruning noted that the ownership will not change and that the decision is a land-use decision and the zoning requested is the lowest zoning allowed. Councilman McEvers feels that this is not a big change to what currently exists. Councilman Edinger noted that he still can't understand why the host residence could not be located at the present launch site.

Councilman Kennedy believes that there are certain special places that the people just don't want encroachment upon and this is one of them.

ROLL CALL: Bruning, Aye; Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, No; McEvers, Aye. Motion carried.

RECESS: Mayor Bloem called for a 5 minutes recess at 8:20 p.m. The meeting reconvened at 8:30 p.m.

PUBLIC HEARING – A-6-08 – ANNEXATION/ZONING OF 5225 And 5245 N. 15TH STREET: Mayor Bloem gave the rules of order for this public hearing. John Stamsos, Senior Planner gave the staff report.

Mr. Stamsos gave the applicants' names as William and Bonnie Willoughby and their request as an annexation with an R-3 zoning for their property located at 5225 and 5245 N. 15th Street. Mr. Stamsos reported that on June 17, 2008 the City Council approved an agreement with the applicant to allow them to hook up to the city sewer system due to their septic tank failure. The agreement allowed the applicants to immediately hook up to the sewer system but required that they complete the annexation process. Mr. Stamsos also noted that the Panhandle Health District also required that they hook up to the City sewer system.

Mr. Stamsos provided staff analyses on zoning, Comprehensive Plan, city utilities, traffic, streets and storm water. He reported that on November 12, 2008 the Planning Commission recommended approval of this request by a vote of 5 to 0. He noted that on November 28, 2008, 41 notices of this public hearing were mailed with 3 neutral responses.

Councilman Edinger asked why it took so long for this annexation to come forward. Mr. Stamsos responded that in order to complete the application process they needed a survey of their property and at the time they didn't have the money to pay for the survey. Councilman Edinger noted that the applicant's are the ex-in laws' of his daughter; and that he has no conflict of interest. Councilman Goodlander asked if there are any annexation fees with this annexation. Mr. Stamsos noted that the Deputy City Attorney is recommending that the annexation fees be waived. Councilman McEvers asked if the applicants have been without sewer all this time. Mr. Stamsos responded that they have already hooked up to the city sewer.

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

MOTION: Motion by Goodlander, seconded by Hassell to approve the annexation and R-3 zoning of property located at 5225 and 5245 N. 15th Street and to adopt the Findings and Order of the Planning Commission and to waive the annexation fees. **ROLL CALL:** Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

PUBLIC HEARING – AMENDMENTS TO CDBG 2008 ACTION PLAN: Mayor Bloem gave the rules of order for this public hearing. Renata McLeod, Project Coordinator, gave the staff report.

Mrs. McLeod reported that staff is requesting certain amendments to the 2008 Action Plan which include amending the plan year to April through March, amending the requirements for amending the plan, citizen participation in the event of a substantial amendment, and amendments to the plan budget. She noted that tonight's public hearing was publicized three times and no written comments have been received.

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

MOTION: Motion by Goodlander, seconded by Edinger to amend the 2008 CDBG Action Plan as recommended by staff and to amend grants for assistance to LMI homeowners to include sewer repair and to amend the amount to up to \$6,000. Councilman Bruning declared a conflict of interest due to St. Vincent DePaul's participation in the CDBG funding. Motion carried.

EXECUTIVE SESSION: Motion by McEvers, seconded by Hassell to enter into Executive Session as provided by I.C. 67-2345 § C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and § F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at executive session does not satisfy this requirement.

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

The Council entered Executive Session at 9:05 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney and Deputy City Administrator. Matters discussed were those of litigation and claims. No action was taken and the Council returned to their regular session at 9:45 p.m.

ADJOURNMENT: Motion by Edinger, seconded by Bruning that there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 9:45 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 09-001

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 AN AGREEMENT WITH ENTEX TECHNOLOGIES FOR WWTP AMMONIA REDUCTION IMPROVEMENTS; APPROVAL OF ASSIGNMENT OF GUARANTOR FROM NORTH AMERICA SPORTS, INC. TO WORLD TRIATHLON CORPORATION; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH JUB ENGINEERING, INC. FOR WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENTS; APPROVAL OF AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH KEITH DIXON; APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE RED CROSS OF IDAHO; APPROVAL OF S-4-07 ACCEPTANCE OF IMPROVEMENTS WITH MAINTENANCE WARRANTY AGREEMENT FOR COTTAGE GROVE; APPROVAL OF S-2-03 FINAL PLAT APPROVAL, ACCEPTANCE OF INSTALLED PUBLIC IMPROVEMENTS, MAINTENANCE / WARRANTY AGREEMENT AND SECURITY FOR THE LANDINGS AT WATERFORD 5TH ADDITION AND DECLARATION OF SURPLUS PROPERTY FOR THE FIRE 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 7" and by reference made a part hereof as summarized as follows:

- 1) Approval of an Agreement with Entex Technologies for WWTP Ammonia Reduction Improvements;
- 2) Approval of Assignment of Guarantor from North America Sports, Inc. To World Triathlon Corporation;
- 3) Approval of a Professional Services Agreement with JUB Engineering, Inc. for Wastewater Collection System Capital improvements;
- 4) Approval of an Agreement Waiving Opposition to Annexation with Keith Dixon;
- 5) Approval of a Memorandum of Understanding with the Red Cross of Idaho;
- 6) Approval of S-4-07 Acceptance of Improvements with Maintenance Warranty Agreement for Cottage Grove;
- 7) Approval of S-2-03 Final Plat Approval, Acceptance of Installed Public Improvements, Maintenance / Warranty Agreement and Security for The Landings at Waterford 5th Addition;
- 8) Declaration of Surplus Property for the Fire 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 6th day of January, 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: January 6, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Agreement with Entex Technologies for WWTP Ammonia Reduction Improvements

DECISION POINT:

Council approval is requested for the proposed prepurchase agreement with Entex Technologies to provide ammonia reduction equipment, for a cost not to exceed \$246,901.00.

HISTORY:

The City's wastewater consultant, HDR Engineering is currently designing measures for improving the plant's ammonia control capabilities as part of the next phase of treatment plant improvements, Phase 5A. Part of the recommendations for Phase 5A is for installation of five additional Entex fixed film media modules into the existing solids contact tanks. Approximately one year ago, five Entex modules were originally purchased as a trial process to gain a portion of much-needed ammonia control. The process proved to be successful, and additional modules are now recommended. A notice of sole-source procurement was published as required for this purchase of compatible equipment. Entex provided a bid price for the five additional modules that HDR and city staff believes is fair and reasonable. HDR is currently developing the specifications for a general contractor to install the modules as part of Phase 5A.

FINANCIAL ANALYSIS:

Planning level total cost estimate for Phase 5A	\$3,000,000
Proposed prepurchase of additional IFAS modules included in total above	246,901

Funding: The current city financial plan anticipates \$4.5 million expenditure for Phase 5A design and construction.

DISCUSSION:

HDR Engineering has developed several strategies for improving the City's ammonia control capabilities. These measures are necessary for the City to satisfy the existing discharge permit requirements. The IFAS equipment manufactured by Entex consists of stainless steel frames and air diffusers with fabric media that promotes the specific biological growth that converts ammonia nitrogen to an acceptable waste product. Entex provided their bid in response to the plans and specifications developed by HDR. Award of the contract to Entex, and installation by the City's contractor, could result in enhanced ammonia control as early as July 2008, which coincides with the City's discharge permit requirement for ammonia control.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed prepurchase agreement with Entex Technologies to provide ammonia reduction equipment, for a cost not to exceed \$246,901.00.

Attachment

des1269

SECTION 00500
AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 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**" or "**BUYER**", and **Entex Technologies, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of Delaware, with its principal place of business at Chapel Hill, North Carolina, hereinafter referred to as "**SELLER**",

W I T N E S S E T H:

THAT, WHEREAS, the said **SELLER** has been awarded the contract for: **Integrated Fixed-film Activated Sludge Media Equipment Prepurchase (Phase 5A)**, according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "**Integrated Fixed-film Activated Sludge Media Equipment Prepurchase (Phase 5A)**" and are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY OF COEUR D'ALENE**, as hereinafter set forth, the **SELLER** shall make improvements in said City, furnishing all labor and materials therefore according to said Contract Documents, and said Contract Documents are hereby declared and accepted as parts of this Agreement. All material shall be of the high standard required by the said Contract Documents and approved by the Engineer, and all labor performed shall be of first-class workmanship.

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

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

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

The **BUYER** shall pay to the **SELLER** for the work, services and materials herein provided to be done and furnished by it, the sum of **\$246,901.00**, as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

The **SELLER** shall complete all Work within **one-hundred twelve (112) calendar days** of the commencement date given in the Notice to Proceed issued by the **BUYER**.

The **BUYER** and the **SELLER** recognize that time is of the essence and failure of the **SELLER** to complete the work within the time allowed may result in damages being sustained by the **BUYER**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **SELLER** shall fail to complete the work within the above time limit, the **SELLER** shall pay to the **BUYER** or have withheld from moneys due, **liquidated damages** at the rate of **\$500.00** per calendar day with an upper limit of 10 percent of the original contract value, which sums shall not be construed as a penalty.

Notwithstanding anything to the contrary herein or elsewhere in the contract documents, the liquidated damages set forth in this Agreement shall constitute the **BUYER's** sole and exclusive remedy for delay by **SELLER** in achieving completion of the work within the time specified in the Agreement.

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

BUYER shall make progress payments on account of the Contract Price on the basis of **SELLER's** applications for Payment as recommended by **ENGINEER**, as provided below and in the General Conditions:

<u>Event</u>	<u>Percentage of Payment at each Event</u>
• Approval of Shop Drawings	10
• Approval of Preliminary Operations and Maintenance Manual	10
• Delivery of Goods	60
• Approval of Final Operations and Maintenance Manual	10
• Satisfactory Completion of Field Services	10

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

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

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

The **BUYER** will provide to the **SELLER** a copy of its Idaho State Tax Commission Sales Tax Resale or Exemption Certificate for the **SELLER's** records.

The **BUYER waives** the requirement specified in the Project Manual for an Irrevocable Letter of Credit in consideration of the high cost stated by the **SELLER**, and in consideration of the verbal warranty by the **SELLER** that all other provisions of the project specifications will be followed.

The terms "Project Manual" and "Contract Documents" are defined by the table of contents included herein and further defined in Section 00700 of the Project Manual, entitled "Standard General Conditions for Procurement Contracts".

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

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

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

**SELLER:
ENTEX TECHNOLOGIES, INC.**

By: _____
Sandi Bloem, Mayor

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Susan K. Weathers, City Clerk

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of January, 2009, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of January, 2009, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **ENTEX TECHNOLOGIES, 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

DATE: January 6, 2009
FROM: Susan Weathers, Municipal Services Director/City Clerk
SUBJECT: Acceptance of Assignment of Guarantor of Ford Ironman Event Agreement

DECISION POINT:

Would the City Council approve the proposed assignment of guarantor from North America Sports, Inc. to World Triathlon Corporation?

HISTORY:

On April 1, 2008 the Ford Ironman Event Agreement between North America Sports, Inc., the City of Coeur d'Alene, and the Chamber of Commerce was approved.

On December 9, 2008, North America Sports, Inc. informed the City that they are selling their corporation to World Triathlon, Inc. and is transferring the agreement and the race to World Triathlon Corporation.

Per their contract, Section 10.04 Successors and Assigns states: "The Promoters may assign this Agreement provided Promoters shall guarantee the obligations under this Agreement in the event of such assignment. Ironman may assign this agreement provided Ironman shall guarantee the obligations under this Agreement in the event of any such assignment. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns."

The attached letter from North America Sports Inc. is requesting City consent to transfer their guarantee of obligations to World Triathlon Corporation.

FINANCIAL ANALYSIS:

By approving the transfer of guarantor there is no financial impact for the City.

PERFORMANCE ANALYSIS:

By consenting to the transfer of guarantor, the obligations outlined in the Ford Ironman Event Agreement by North America Sports will continue to be upheld by the new owners.

DECISION POINT/RECOMMENDATION:

It is recommended that Council approve the assignment of guarantor from North America Sports, Inc. to World Triathlon Corporation.

December 18, 2008

City of Coeur D'Alene
Attention: City Clerk
710 Mullan Avenue
Coeur d'Alene, ID 83814

Coeur d'Alene Chamber of Commerce
Attention: Director
105 N. First Street, Suite 100
Coeur D'Alene, ID 83814

RE: *Ford Ironman Coeur D'Alene Event Agreement*

Dear Sir or Madam:

With respect to the Ford Ironman Coeur D'Alene Event Agreement between the City of Coeur D'Alene, the Coeur D'Alene Chamber of Commerce, and North America Sports, Inc. ("NAS") dated April 1, 2008 (the "Agreement"), this letter shall constitute notice that NAS is transferring the Agreement and the Race, as defined in the Agreement, to World Triathlon Corporation. Pursuant to Section 10.04 of the Agreement, NAS may assign the Agreement provided NAS guarantees the obligations under the Agreement. This letter is hereby seeking your consent to the release of NAS as a guarantor of the Agreement and the assignment of such obligation to World Triathlon Corporation. Please evidence your consent to the release of NAS as a guarantor of the Agreement by signing this letter and returning to the undersigned at your earliest possible convenience.

Very truly yours,

NORTH AMERICA SPORTS, INC.



BY: Graham Fraser, President

Agreed and consented to by
the City of Coeur D'Alene
on this ___ day of December, 2008

Agreed and consented to by
the Coeur D'Alene Chamber of Commerce
on this ___ day of December, 2008

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: December 22, 2008
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: Agreement for Professional Engineering Services with J.U.B. Engineers, Inc.

=====

DECISION POINT:

The Council may wish to authorize staff to sign an agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d’Alene, ID 83815, for professional engineering services for the Wastewater Collection System Capital Improvements at a cost not to exceed a total cost of \$158,600.00.

HISTORY:

At the November 18, 2008 Council Meeting, Council authorized staff to negotiate a professional services agreement with J.U.B. Engineers, Inc. for Wastewater Collection System Capital Improvements.

Wastewater has reached a negotiate professional services agreement with J.U.B. Engineers, Inc. for:

- 1. Collection System Rehabilitation (CIPP & Open Trench)
- 2. Inflow Identification & Reduction, at this time, has reached its economic value, however would

like to continue pursuing corrective actions for inflow sources identified in past years.

- 3. GIS Upgrades consisting of imputing new development sewer infrastructure and updates into the collection system electronic mapping for the Sewer Crew and our sewer Map book.

FINANCIAL ANALYSIS:

CIPP/ Open Trench Sewer Rehabilitation	- - - - -	\$123,600.00
Inflow Identification	- - - - -	\$10,000.00
GIS Upgrades	- - - - -	<u>\$25,000.00</u>
	Total	\$158,600.00

Wastewater Budget for 2008-2009 Sewer replacement/ Collection System Rehabilitation, Inflow Reduction and GIS is \$840,000.00.

PERFORMANCE ANALYSIS:

J.U.B. has performed the above task in the past 5 years to Wastewater’s satisfaction.

RECOMMENDATION:

The Council may wish to authorize staff to sign an agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d’Alene, ID 83815, for professional engineering services for tasks associated with the Wastewater Collection System Capital Improvements at a cost not to exceed \$158,600.00.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC

for

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
2009 COLLECTION SYSTEM PROJECTS**

THIS AGREEMENT, made and entered into this 6th day of January, 2009 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 82815, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, The City has collection system projects scheduled for fiscal year 2009 summarized as follows:

- Sanitary sewer rehabilitation project, including cured-in-place pipe (CIPP) rehabilitation and open trench sewer replacements
- GIS Maintenance
- Inflow source identification and elimination

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

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

Section 1. Definitions. In this agreement:

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

B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 82815.

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

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

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

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by December 31, 2009.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of One Hundred Fifty-Eight Thousand Six Hundred Dollars and NO / 100 (\$158,600.00).

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

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

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

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

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any

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

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

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

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

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

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

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

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

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

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

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

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

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

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

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

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

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

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

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

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Sandi Bloem, Mayor
ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name / Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of January, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of January, 2009, before me, a Notary Public, personally appeared _____, of **J-U-B ENGINEERS, 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:

ATTACHMENT "A"

SCOPE OF SERVICES
City of Coeur d'Alene Wastewater Utility
2009 Collection System Projects

TASK 1
PIPE REHABILITATION PROJECT - CURED-IN-PLACE-PIPE REHABILITATION AND OPEN TRENCH SEWER REPLACEMENTS

Objective

The purpose of this task is to:

- Develop a bid package for one open trench replacement project, with approximately 1,812 LF of sanitary sewer.
- Review approximately 12,000 to 15,000 LF of 8- to 15-inch sanitary sewer lines, prioritize the lines for rehabilitation in 2009 or subsequent years, and develop one bid package for approximately 10,000 to 12,000 LF of Cured-in-Place-Pipe (CIPP) rehabilitation.
- Provide bidding support, construction administration, and observation for the CIPP and open trench projects.

Approach

CIPP Rehabilitation: ENGINEER will review existing sewer line data to verify service locations, determine what additional closed-circuit television (CCTV) inspection is necessary, field verify pipe sizes for the reaches in question, determine approximate depths to inverts, and evaluate current condition of the main lines and service connections. Preliminary design for the reaches selected by the City for CIPP rehabilitation in 2009 will include a recommendation to the CITY on the type and extent of point repairs needed for CIPP rehabilitation.

Open Trench: Preliminary design will include survey and concept plans and profiles. Final design will develop plans and specifications for construction, submittal for CITY review and approval, and final edits based on review comments from the City and IDEQ, as applicable.

The bidding phase will include advertisement, a pre-bid conference, bid opening, and a bid review and recommendation to the CITY. The construction phase will include

contract administration, construction observation, preparation of record drawings, and project close-out.

The approach will be broken into the following subtasks:

- Prioritization and Preliminary Design
- Final Plans and Specifications
- Contract Bidding and Award
- Construction Administration and Observation
- Project Close-out

ENGINEER will provide administrative and engineering services specifically limited to the following:

Task 110 - Prioritization and Preliminary Design (Items 110.01 through 110.07 and 110.16 through 110.22 on the attached Labor-Hour Estimate) Gather, document, and review existing conditions and identify potential construction conflicts. Develop preliminary plans for initial discussion and review by the CITY. The activities are as follows:

- Develop a Scoring System with the CITY for subsequent sewer main evaluations. The scoring criteria are intended to establish a consistent basis for evaluating the condition of the pipe materials, structural integrity, and level of root intrusion.
- CIPP:
 - Coordinate CCTV inspection of lines identified by the CITY as a top priority for rehabilitation in 2009 and potentially 2010. The CCTV inspection will be performed by others, as coordinated by the CITY.
 - Review video inspection logs and videos of sewer mains identified by the City to determine general pipe condition, identify specific reaches that are suitable for CIPP rehabilitation, and prioritize the lines for rehabilitation based on the developed scoring criteria. It is estimated that approximately 12,000 to 15,000 LF of sanitary sewer will be reviewed as part of this project.
 - Field verify and document existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for the CIPP work.
 - Recommend point repairs necessary prior to CIPP rehabilitation for the CITY's review. Point repairs identified by J-U-B will be performed

and/or coordinated by the CITY as necessary to accommodate CIPP rehabilitation.

- Develop CIPP concept drawings for review with the CITY. The concept plans will indicate those reaches recommended for CIPP rehabilitation and indicate the corresponding prioritization based on a review of the CCTV inspections and established Scoring System. Service laterals will not be shown on the concept plans.
- Open Trench:
 - The project consists of preliminary design for the following sanitary sewer reaches for construction in 2009 and potentially 2010:
 - Alley between 1st and 2nd Street, from Summit Avenue to Harrison Avenue - approximately 336 LF
 - Alley between Indiana Avenue and Wallace Avenue, from 5th Street to 8th Street - approximately 1,063 LF
 - Alley between Short Avenue and Summit Avenue, from Lincoln Street to C Street - approximately 413 LF
 - Collect topographical survey for the identified open trench projects. Survey will include collection of surface improvements within the alleys and streets in the CITY right-of-way for the projects, sanitary sewer locations and depths to inverts, utilities as marked by the utility owners based on a One Call for construction (request to be made by J-U-B), utilities as marked by CITY water and stormwater utilities, and any available property pins within the project area. Property lines will be approximated using the CITY's GIS database and the County Assessors Map.
 - Develop one concept drawing per alley based on replacing the existing 6-inch sanitary sewer with an 8-inch sanitary sewer along the same alignment, or minor adjustments in alignment within the existing alleys' extents, and matching inverts. The concept drawings will include a CITY-provided orthophoto of the project area and assessor map.
 - Services will be located at the main line based on closed circuit television (CCTV) performed by others. The laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project.
 - Submit a set of the concept drawings to potentially affected utilities and coordinate potential impacts with the projects.
- Review concept drawings and concept opinions of probable cost with the CITY Wastewater Utility for concurrence before proceeding with final design.

Task 110 - Final Plans and Preparing Bid Documents (Items 110.08 through 110.14 and 110.23 through 110.30 on the attached Labor-Hour Estimate) Based on CITY comments and IDEQ comments (as applicable) from the concept design, the concept drawings will be finalized for bidding purposes in 2009. The activities are as follows:

- The City may chose to not complete final design of portions of the CIPP and Open Trench projects, nor bid and construct those portions in 2009 due to budget constraints. Therefore final design for some elements may not be completed under this project. Re-designing or updating the plans or specifications for bidding and construction in subsequent years or projects, will be considered an additional services task.
- CIPP Rehabilitation: Develop bid documents, specifications, and final plans suitable for competitive bidding in 2009, based on CITY comments. Final plans will include service laterals for reinstatement at the sewer main only, laterals will be shown as located during the CCTV inspections; one additional set will be provided with a CITY-provided ortho-photo of the project areas for CITY review of lots potentially served by multiple laterals. Since budget may be an issue, contract documents may contain additive alternates in the CIPP project to be awarded if sufficient budget is available.
- Open Trench Replacement: Develop bid documents, technical specifications, and final plans for competitive bidding in 2009. Since budget may be an issue, contract documents may contain alternates to be awarded if sufficient budget is available.
- Conduct internal QC/QA of contract documents.
- Provide Engineer's opinion of probable construction cost for the projects.
- Submit five sets of plans, specifications, and contract documents to the CITY Wastewater Utility for final review and approval. Wastewater will distribute the five copies as necessary to the City Engineering Department, Water Utility, Storm Sewer Utility, and to the IDEQ (as required).
- Submit one set of Open Trench plans each to potentially affected utilities (communication, power, gas, etc.) for informational purposes.
- Incorporate CITY and IDEQ comments (as applicable) and develop final bid sets.
- Provide 20 sets of final Contract Documents for the CIPP project, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, and interested contractors.
- Provide 20 sets of final Contract Documents for the Open Trench Replacement project, including half sized plans (11x17), bid forms, contract forms, and

technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, affected utilities and interested contractors.

- Provide one CD containing the Contract Documents in Adobe Acrobat format (pdf) for the CITY's use.

Task 120 - Contract Bidding and Award (Items 120.01 through 120.05 and 120.10 through 120.14 on the attached Labor-Hour Estimate) The CITY will advertise and distribute the final Contract Documents for bidding purposes. ENGINEER will assist during the bidding and award process as follows:

- Conduct one pre-bid meeting at the CITY offices for the CIPP project.
- Conduct one pre-bid meeting at the CITY offices for the open trench project.
- Answer bidders' questions during the bid phase by preparing and issuing Addenda as required to clarify the plans or specifications and as directed by the CITY.
- Assist in bid openings at CITY Hall, review bids as received, prepare a bid summary, and distribute bid summary to all plan holders upon authorization by the CITY. Review bids for responsiveness of the bidders and make recommendations to the CITY for awarding the bid or rejecting all bids.
- Prepare the notice of award, contract agreement, and notice to proceed for review, approval, and distribution by the CITY and assist in the contract award.

Task 120 - Construction Administration (Items 120.06 through 120.09 and 120.15 through 120.18 on the attached Labor-Hour Estimate) Provide administrative and observation support during construction, administration services as needed to finalize the project, and develop record drawings, as required by the CITY. Expected tasks include:

- For the CIPP project, conduct one pre-construction conference with the CITY, Contractor, and other interested parties.
- For the open trench projects, conduct one pre-construction conference with the CITY, Contractor(s), and other interested parties.
- Prepare and distribute an informational flyer, as reviewed and approved by CITY, for the open trench project to impacted homeowners upon City request. Coordinate with CIPP Contractor to verify an informational flyer, as reviewed and approved by CITY, is provided to impacted homeowners prior to beginning construction in the local project areas.

- Interpret the plans and specifications during construction. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
- Provide administration of the construction contract as provided in the General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- Provide construction observation and management services as necessary during construction. General activities include submittal review, requests for information, change order requests, and similar activities. Specific activities include the following:
 - For the open trench project: observation of trenching, bedding, pipe installation, sewer service reconnections, backfill, quality assurance testing performed by the contractor(s), final video reviews, and final surface repair. The construction phase is assumed to occur over a continuous six week period.
 - For the CIPP project: observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspections to verify full reinstatement of services (as applicable). The construction phase is assumed to occur over a continuous six week period.
- Review contractor progress and pay requests, and prepare recommendations to the CITY for progress payments and final payment.
- For each project, schedule a final walk-through to be attended by the CITY, ENGINEER, and Contractors, and develop a tentative list of items to complete the contractor's work.
- Review the lists of items for completion by the Contractors.
- Review final quantities and pay request from the Contractors. Submit final payment recommendations to the CITY for approval.
- Provide two complete sets of hard copy and one electronic copy of Record Drawings for CITY records.

Task 130 - Additional Services The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested, and authorized in writing by the CITY. Such authorization shall also state the negotiated amount and method of compensation by the CITY. When authorized, the ENGINEER will:

- Delays in construction as a result of contractor's activities or as request by CITY, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive.
- Assist the CITY in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Perform boundary survey work.
- Assist the CITY in resolving disputes over bankruptcy or default of the Contractor.
- Assist the CITY as a result of fire, flood, acts of God, legal complaints or default of the Contractor.
- Assist or extend services as a result of strikes, walkouts or other labor disputes, and including acts relating to settlement of minority group problems.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CITY in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the City with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction.
- And other additional services specifically requested by CITY

CIPP Schedule

The proposed schedule for Task 1 is as follows:

Task	Days
110 – Preliminary Design (from Notice to Proceed)	45
110 – Final Design (from approval of Preliminary Design)	45
120 – Bidding, Award, and Construction Administration	*
130 – Additional Services	N/A

* *Dependent on construction schedules developed by the successful bidder*

Open Trench Schedule

The proposed schedule for Task 1 is as follows:

Task	Days
110 – Utility Locates (start date dependent on snow cover)	15
110 – Preliminary Design (from completion of utility locates)	45
110 – Final Design (from approval of Preliminary Design)	45
120 – Bidding, Award, and Construction Administration	*
130 – Additional Services	N/A

* *Dependent on construction schedules developed by the successful bidder(s)*

Compensation: Compensation for Task 1 will be as follows:

- On a lump sum basis of \$54,900 for Preliminary and Final Design.
- On a time and materials basis, using J-U-B's standard billing rates, estimated at \$63,700 for Contract Bidding and Award, and Construction Administration.
- On a time and materials basis, using J-U-B's standard billing rates, estimated at \$5,000 for Additional Services.
- A labor-hour estimate is attached as Attachment "B".

TASK 2 GIS MAINTENANCE AND CAPITAL PROJECTS

Objective

The purpose of this task is to continue to update the existing Wastewater GIS database and improve its use and benefits to Coeur d'Alene Wastewater. The current system is used daily and contributes to the management of wastewater assets so periodic training will help the CITY gain the maximum benefit from this asset. Maps and data that make up the current GIS database will need periodic updates as new development occurs.

Approach

- ENGINEER will provide technical support for software, general GIS requirements, data collection, system troubleshooting, and quality assurance/quality control processes. As required, ENGINEER will also update mapping information as provided by CITY field crews and will help to refine GIS data capture and entry processes.

Task 2.1 Routine Services Aid the CITY in updating and maintaining the existing GIS database. The activities are as follows:

- Technical support phone calls for Software - ArcView, Spatial IM, Mapbook Maker, etc.; GIS - theory, analysis, project design; Data Collection; System troubleshooting; and QC/QA.
- Conduct routine GIS Maintenance. Respond to work orders and digital data from the CITY; Update CAD file with clean information from GIS; QC/QA (by ENGINEER and CITY staff); and update CITY computers with new additions/Orientation City staff (by telephone).
- As directed by Wastewater, update GIS model with new subdivisions and projects. These tasks include receiving digital or paper as-built data from City; review as-built data and populate database with feature attributes (GIS); update CAD file with clean information from GIS; QC/QA - (by ENGINEER and CITY staff); update City computers with new additions/Orientation City staff (by telephone), and additional surveying and field data collection using global positioning surveying (GPS) as required.
- Update and provide regular training as requested. Training and support will be available on demand via web meetings (GotoMeeting) or onsite (we estimate 2

onsite training days per year). These tasks include developing work order process and related forms; update metadata (data source, accuracy, date, etc); audit and update GIS library to verify that directories are organized properly; provide GIS training on-site with CITY staff

Deliverables

No specific deliverables have been established, other than ongoing updates as noted above.

Schedule

Task 2 is on-going and will be conducted over the course of calendar year 2009, as requested.

Compensation: On a time and materials basis estimated at \$25,000, using J-U-B's standard billing rates.

TASK 3

INFLOW SOURCE IDENTIFICATION AND ELIMINATION

Objective

The purpose of this task is to assist the City of Coeur d'Alene with identifying and eliminating sources of inflow into the wastewater collection system. This task will build and expand upon existing modeling and the 2002, 2004, and 2005 Inflow Source Identification Technical Memoranda. To date, an estimated 15 to 16 acres of the approximately 60 acres of impervious area suggested by the hydraulic model calibration as contributing to peak flows have been identified in the previous field investigations. At this juncture, the most obvious inflow sources have been identified and active disconnection of inflow sources is planned in coming years. This task will provide support to the City on an as-needed basis.

Approach

Inflow source tracing analysis focused on the downtown, mid-town, East Sherman and "M" interceptor in the 2002, 2004, and 2005 projects. The focus of this continuing effort will be on the following items, or others as identified or requested by the City:

- Review and / or prioritization of inflow sources identified in previous years
- Assistance with removal programs to reduce potential inflow sources
- Development of an overall process to continue to identify and remove inflow sources

Deliverables

No known deliverables have been identified at this time for Task 3.

Schedule

Task 3 is ongoing and will be conducted over the course of calendar year 2009, as requested.

Compensation: On a time and materials basis estimated at \$10,000, using J-U-B's standard billing rates.

Additional Considerations

It is mutually agreed by the parties hereto that:

Qualified Opinions of Probable Cost

Any opinion of probable construction costs prepared by the ENGINEER represents ENGINEER's judgment as a design professional and is supplied for the general guidance of the CITY. Since the ENGINEER has no control over cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids.

Function of On-Site Personnel

The on-site personnel will make reasonable efforts to guard the CITY against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause the ENGINEERS to be responsible for those duties and responsibilities which belong to the Construction Contractor and which include, but are not limited to, full responsibilities for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Full-time observation will be provided when material or construction materials are being installed in the project.

ENGINEERS' Evaluation of Subsurface Conditions

In subsurface investigation work and in determining subsurface soil conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. The ENGINEERS will coordinate this work in accordance with generally accepted soils engineering practices and make no other warranties, expressed or implied. It is mutually understood for these projects that the soils are well understood and do not require any soils evaluation. The roles and responsibilities of the ENGINEER will be in accordance with the Idaho Standards for Public Works Construction (ISPWC) Contract Documents.

ENGINEERS' Responsibility

The ENGINEER intends to render services under this Agreement in accordance with generally accepted professional practices for the intended use of the PROJECT and makes no other warranty either expressed or implied.

Attachment "B"

City of Coeur d'Alene Wastewater Utility
2009 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Subconsultant / Supplies	Task Totals
110	Preliminary and Final Design										
110.01	CIPP Rehabilitation										
110.02	Prioritization and Preliminary Design (12,000 to 15,000 LF)										
110.03	Manhole condition and pipe size verification			1	4	24					\$2,500
110.04	Review CCTV inspection videos			4		40					\$3,900
110.05	Develop concept drawings for CIPP project; identify point repairs	1	2		8	12					\$2,000
110.06	Concept Opinion of Probable Cost			2	2						\$500
110.07	Concept / progress review with the CITY			4	2				2		\$1,000
110.08	Final Design (10,000 to 12,000 LF)										
110.09	General plan preparation	1	4		16	40					\$4,900
110.10	Specifications	1	8		4				4		\$2,100
110.11	Opinion of Probable Cost			2	2	4					\$800
110.12	Review with the CITY			2	2						\$500
110.13	QC/QA review	2									\$400
110.14	Final Plans and Bid Documents		4		8	8			12	\$100	\$2,900
110.15	<u>Open Trench:</u>										
110.16	Preliminary Design (1,812 LF of 8-inch Sanitary Sewer)										
110.17	Topographical survey (all reaches)		1	2	4	8	8	32		\$100	\$7,600
110.18	Utility coordination and locates (all reaches)			2	4						\$500
110.19	Basemap preparation (all reaches)			2	6	24					\$2,300
110.20	Concept development (all reaches)	1	8		16	24					\$4,400
110.21	Concept opinion of probable cost			2	4	4					\$1,000
110.22	Concept review with the CITY			4	2				2		\$1,000
110.23	Final Design (broken out by reach)										
110.24	General plan preparation: CEN6-05C to CEN6-05D (336 LF)		4		12	16					\$2,700
110.25	General plan preparation: L2-01 to L2-02B (413 LF)		4		12	16					\$2,700
110.26	General plan preparation: BUS8-03 to BUS8-06 (1,063 LF)	1	6		18	24					\$4,300
110.27	Specifications	1	8		4				4		\$2,100
110.28	Opinion of Probable Cost and Review with the CITY			4	2	4					\$1,100
110.29	QC/QA review	4									\$800
110.30	Final Plans and Bid Documents		4		8	12			8	\$100	\$2,900
	SUBTOTAL	12	78	18	204	184	8	32	32	\$300	\$54,900

Resolution No. 09-001

Attachment "B"

City of Coeur d'Alene Wastewater Utility
2009 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Subconsultant / Supplies	Task Totals
120	Bidding through Construction										
120.01	CIPP										
120.02	Bid advertisement/contractor coordination		1	2					2		\$500
120.03	Pre-bid meeting		4		4				2		\$1,100
120.04	Bid management (questions and addenda)		2		4				4		\$1,000
120.05	Bid opening and contract award	1	2	4					4		\$1,200
120.06	Pre-construction meeting		2	4	4						\$1,000
120.07	Construction Management (8 weeks construction, plus close out)	2	8	16					8		\$3,700
120.08	Observation (approx. 350 LF / day, 4 hrs / day)				200						\$16,600
120.09	Record drawings		2	4	16	8				\$250	\$2,800
120.10	Open Trench										
120.11	Bid advertisement/contractor coordination		1	4					2		\$700
120.12	Pre-bid meeting		4		4				2		\$1,100
120.13	Bid management (questions and addenda)		2	4	4				4		\$1,300
120.14	Bid opening and contract award	1	2	4					4		\$1,200
120.15	Pre-construction meeting		2	4	4						\$1,000
120.16	Construction Management (6 weeks of construction, plus close out)	1	8	32					8		\$5,000
120.17	Observation (8 hrs/day, 6 weeks) and Surveying				240		4	16		\$250	\$23,300
120.18	Record drawings		2	4	8	12					\$2,200
	SUBTOTAL	2	21	52	260	12	4	16	20	250	\$63,700
130	Additional Services										
130.01	As Requested										\$5,000
TOTAL PROJECT COST											\$123,600
Preliminary and Final Design											\$54,900
Bidding through Construction											\$63,700
Additional Services											\$5,000

Resolution No. 09-001

**CITY COUNCIL COMMITTEE
STAFF REPORT**

DATE: January 2, 2009
FROM: Legal Department
SUBJECT: Council approval of agreement waiving opposition to annexation

DECISION POINT:

Staff requests Council acceptance of an agreement waiving opposition to annexation by *Keith Dixon*, owner of the property described as *Lot 6, Block 2, Ponderosa Park Addition, 1741 Hill Drive*, in exchange for water service outside City limits in accordance with City policy.

BACKGROUND:

Staff received a request for water service from the owners of property at *1741 Hill Drive*. Legal Department staff and Water Department staff reviewed the request in light of the City's policy regarding water service to properties outside City limits. The property is allowed service under the policy as quoted below. Standard practice is to require the owners to properly execute an agreement waiving opposition to annexation in exchange for water service. A copy of the agreement is included in the packet.

POLICY REVIEW:

The request is consistent with Section 8 of the main extension policies as adopted by the City on February 3, 1981. That policy section states, "No new water service shall be provided to property outside the City Limits except for that property having prior approval in the form of a subdivision (approved prior to February 3, 1981), consumers order, property abutting or adjoining mains installed under refundable water extension contracts, or other written agreements."

DECISION POINT/RECOMMENDATION:

Staff requests Council acceptance of an agreement waiving opposition to annexation by *Keith Dixon*, owner of the property described as *Lot 6, Block 2, Ponderosa Park Addition, 1741 Hill Drive* in exchange for water service outside City limits in accordance with City policy.

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this 6th day of January, 2009, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and Keith E. Dixon, a single person, whose mailing address is P.O. Box 1682, Hayden, Idaho 83835 hereinafter referred to as the "Owner,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

***Lot 6, Block 2, Ponderosa Park Addition (parcel #0-6320-002-006-0)
Kootenai County, Idaho***

the Owner does hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the hereinbefore described property to the City of Coeur d'Alene, the Owner of said property agree and covenant that they will not oppose annexation of said property to the City of Coeur d'Alene and will cooperate to the fullest extent with the City in the annexation of such property.

2. That all costs and fees for connecting to and providing water service including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be borne by the Owner and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.

3. That the connection to the City's water service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, and the Owner has signed the same, the day and year first above written.

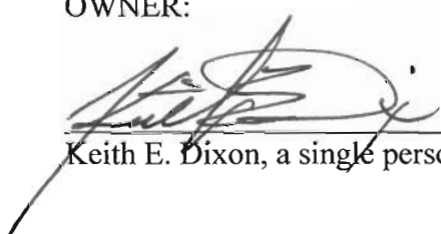
CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO:

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

OWNER:



Keith E. Dixon, a single person

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of January, 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 and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

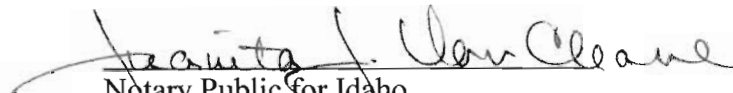
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

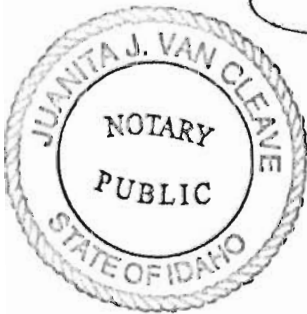
Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 24th day of December, 2008, before me, a Notary Public, personally appeared **Keith E. Dixon**, a single person known to me to be the person subscribed herein who executed the foregoing instrument and acknowledged that he voluntarily executed the same.

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


Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: 11/27/2014



DEC 23, 2008

CITY OF CD'A

WATER DEPARTMENT - MR. JIM MARKLEY

3820 RAMSEY ROAD

CD'A, ID 83815

RE: WATER SERVICE TO 1741 HILL DR.

PARCEL # 0-6320-002-006-0

DEAR MR. MARKLEY:

I WOULD LIKE TO REQUEST THE INSTALLATION OF A WATER METER AND BEGIN WATER SERVICE TO MY PARCEL. I UNDERSTAND THAT A MONTHLY WATER SERVICE FEE WILL BE ASSESSED UPON INSTALLATION OF THE WATER METER. FURTHER, I UNDERSTAND THAT INSTALLATION WOULD NOT OCCUR UNTIL THE CITY WATER DEPARTMENT'S SCHEDULE AND WEATHER PERMITS LATER THIS SPRING

PLEASE FIND ATTACHED A CHECK FOR \$130 FOR THE RADIO READ MXU EQUIPMENT FOR THE METER.

THANK YOU FOR YOUR TIME!

SINCERELY,

KEITH DIXON
660-6957

ADDRESS: P.O. BOX 1682
HAYDEN, ID 83835

EXHIBIT "A"



CITY OF COEUR D'ALENE

WATER DEPARTMENT

3820 RAMSEY RD.
COEUR D'ALENE, IDAHO 83815
208-769-2210 — FAX 208-769-2336

December 24, 2008

Mr. Keith Dixon
Post Office Box 1682
Hayden, Idaho, 83835

RE: Water Request Outside City Limits
Lot 6, block 2, Ponderosa Park Addition (parcel # 0-6320-002-006-0)

Dear Mr. Dixon:

The City of Coeur d'Alene has received the request for water service to the above referenced parcel. After careful review of significant issues and policies, the City has determined that this request for a water service outside City limits is still allowable under the existing policy.

As a condition of allowing a new City water service outside the City limits, the City requires that the property owner(s) execute an agreement waiving opposition to annexation. In addition, this offer to extend water services outside the City limits is not indefinite and may be revoked in the future by action of the City.

The hookup was made as part of the original subdivision and no additional fees would be charged under existing policies. In addition, there is no capitalization fee required per existing policies. An MXU fee of \$130 must be paid to the Water Department prior to the initiation of the service. Fees can be paid at the Water office or to the cashier in City Hall.

If I may be of any future assistance, please do not hesitate to ask.

Sincerely,

Jim Markley, P.E.
Water Superintendent

Copy: Warren Wilson, Deputy City Attorney

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: December 12, 2008

From: Kenny Gabriel, Fire Chief

Re: MOU with Red Cross of Idaho

DECISION POINT: Should Mayor and Council inter into an MOU with the Red Cross of Idaho which defines their role in case of an emergency?

HISTORY: For years the Fire Department has enjoyed a great working relationship with the American Red Cross. We have used their services to help displaced residents of a house fire, opening of shelters when we need to evacuate areas in the City, and providing food for responders and those in need. This MOU clearly defines specific roles and assures a long term relationship with the Red Cross.

FINANCIAL ANALYSIS: There is no negative financial impact to the City.

QUALITY OF LIFE ANALYSIS: The services provided by the Red Cross lend positively to the residents and visitors to our City. They are well trained in aspects of disaster management we are not. Fostering a long term relationship will assure we can provide necessary services in the event of a small or catastrophic emergency.

DECISION POINT/RECOMMENDATION: For mayor and Council to approve an MOU between the City of Coeur d'Alene and the Red Cross of Idaho.

Memorandum of Understanding

This agreement is entered into this 6th day of January, 2009, by and between **Coeur d'Alene Fire Department** and the **Panhandle Unit of American Red Cross**, acting through Coeur d' Alene Fire Department Chief and the Panhandle American Red Cross Manager hereinafter referred to as the "Cooperators", and

WHEREAS, disaster can strike quickly without warning;

WHEREAS, on occasion, action and authority of the Cooperators may tend to overlap; and

WHEREAS, it is in the public interest for the Cooperators to coordinate operations in order to minimize confusion and duplication of efforts and resources in the event of a disaster and recovery from a disaster.

NOW THEREFORE, it is hereby mutually agreed that the Cooperators will adopt the following policies:

1. Target 10% of the community population to prepare, prevent and train for disasters in the North Idaho districts.
2. The ARC disaster trailer will be kept on-site of Fire Station #2, 1712 Golf Course Rd, Coeur D' Alene, for storage, so that it is immediately accessible in the event of a disaster.
3. American Red Cross will be responsible for food, shelter and clothing for disaster victims as may be necessary for the victim's safety and comfort.
4. The Coeur d'Alene Fire department will offer assistance to the Red Cross in the event of a disaster.

Sue Robinson
North Idaho District Manager

Kenny Gabriel
Coeur d' Alene Fire Department

Sandi Bloem
Mayor

Statement of Understanding Between
American Red Cross and
Coeur D' Alene Fire Department

I. Purpose

The Purpose of this Statement of understanding is to reconfirm a spirit of cooperation between The Coeur d' Alene Fire Department and the American Red Cross and its chapters in order that both may continue to render maximum effective service in time of disaster.

II. Definition of Disaster

A disaster is an occurrence such as hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, volcanic eruption, drought, blizzard, pestilence, famine, fire, explosion, building collapse, transportation accident, or other situation.

III. Authority of the American Red Cross

In providing disaster relief, the American Red Cross has both a legal and moral mandate that is has neither authority nor the right to surrender. Red Cross has both the power and duty to act in disaster, and our prompt action is clearly expected and supported by the public.

Red Cross authority to provide disaster services was reaffirmed in federal law in the 1974 Disaster Relief Act (Public Law 93-288) and in 1988 in the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

IV. Authority of Coeur D'Alene Fire Department


The Coeur d'Alene Fire Department is in charge at the scene of a fire or other emergency involving protection of life or property or any part thereof. The Coeur d'Alene Fire Department has the authority to direct such operation as necessary to extinguish or control any fire, perform any rescue operation, investigate the existence of suspected or reported fires, gas leaks or other hazardous conditions or situations, or take any other action necessary in the reasonable performance of duty.

Police and other assisting agencies shall have authority to render necessary assistance in the event of a disaster or if otherwise requested.

V. Organization of the American Red Cross

The chapter is the local unit of the American Red Cross and is responsible for all local Red Cross activities within its jurisdiction, subject to Corporate Regulations. Each chapter is responsible for developing a disaster planning, preparedness, and relief organization composed of the best-qualified paid and volunteer staff available.

**CITY COUNCIL
STAFF REPORT**

DATE: January 6, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Cottage Grove: Acceptance of Public Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Dave Babb
JHM Investments, LLC
PO Box 190
Athol, ID 83801
- b. Location: North side of Canfield Avenue, east of West Pinegrove Drive.
- c. Previous Action:
 1. Final plat approval by the City Council, November 2008.

FINANCIAL ANALYSIS

The developer has provided security in the amount of \$18,970.00 to serve as the maintenance bond for the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements (sewer, water, signage and monumentation), and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed units and allow for issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on January 6, 2009. All streets, sidewalks, and street lighting in the development are private and will be under the control of the development's homeowners association.

RECOMMENDATION

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

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of January, 2009 between JHM Investments, LLC, an Idaho Limited Liability Company, whose address is PO Box 190, Athol, Idaho, 83801, with David Babb, Authorized Agent, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of Cottage Grove, a residential/commercial development in Coeur d'Alene consisting of twenty nine (29) buildable lots, situated in a portion of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the "as-built" plans entitled "Water, Sewer, Road and Drainage Plans – Cottage Grove P.U.D. ", signed and stamped by Russell Helgeson, Jr., PE # 6864, of Frame & Smetana, PA, and, dated October 27, 2008, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, fire hydrants and services, monumentation and signage, as required under Title 16 of the Coeur d'Alene Municipal Code. The storm water swales and appurtenances, asphalt paving, concrete curb and gutter, concrete sidewalk, and, pedestrian ramps are private facilities, owned and maintained by the homeowners association, and, not a part of this agreement.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Eighteen Thousand Nine Hundred Seventy and 00/100 Dollars (\$18,970.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 18th day of November, 2009. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

City of Coeur d'Alene

JHM Investments, LLC

Sandi Bloem, Mayor

By: David Babb
David Babb, Authorized Agent

ATTEST

Susan Weathers, City Clerk

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: DECEMBER 18, 2008

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3097995

ISSUING BANK
BANK OF AMERICA, N.A.
1000 W. TEMPLE STREET
7TH FLOOR, CA9-705-07-05
LOS ANGELES, CA 90012-1514

BENEFICIARY
CITY OF COEUR D' ALENE
710 W. MULLAN AVENUE
COEUR D ALENE, ID 83814

APPLICANT
JHM INVESTMENTS LLC
5400 E. HWY 54
PO BOX 190
ATHOL ID 83801

AMOUNT
NOT EXCEEDING USD 18,970.00
NOT EXCEEDING EIGHTEEN THOUSAND NINE HUNDRED SEVENTY AND 00/100'S US
DOLLARS

EXPIRATION
DECEMBER 31, 2009 AT OUR COUNTERS

WE HEREBY ESTABLISH IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 3097995 WHICH IS AVAILABLE WITH BANK OF AMERICA, N.A., BY PAYMENT AGAINST PRESENTATION OF THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS, IF ANY AND YOUR DRAFTS AT SIGHT DRAWN ON BANK OF AMERICA, N.A., ACCOMPANIED BY THE DOCUMENTS DETAILED BELOW:

BENEFICIARY SIGNED STATEMENT STATING AS FOLLOWS:

"THE PUBLIC IMPROVEMENTS AS SHOWN ON THE "AS-BUILT" PLANS ENTITLED "WATER, SEWER, ROAD AND DRAINAGE PLANS - COTTAGE GROVE F.U.D.", SIGNED AND STAMPED BY RUSSELL HELGESON JR., PE# 6864 AND DATED OCTOBER 27, 2008, HAVE NOT BEEN PROPERLY MAINTAINED OR HAVE BECOME DEFECTIVE AND THE SPECIFIC ITEM(S) NEEDING MAINTENANCE OR REPAIR AND THE AMOUNT REPRESENTED AS DUE AND OWING TO THE BENEFICIARY TO MAINTAIN OR REPAIR SAID ITEM(S)."

ALL DRAFT(S) MUST STATE "DRAWN UNDER BANK OF AMERICA, N.A., STANDBY LETTER OF CREDIT NUMBER 3097995 DATED DECEMBER 18, 2008".

DRAFT(S) AND DOCUMENTS MUST BE PRESENTED AT OUR OFFICES AT BANK OF AMERICA, N.A., 1000 WEST TEMPLE STREET, 7TH FLOOR, LOS ANGELES, CA 90012, AND MAIL CODE: CA9-705-07-05.

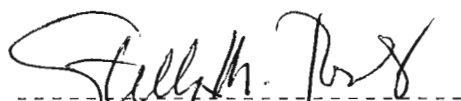
WE HEREBY ENGAGE WITH THE BENEFICIARY THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION, AS SPECIFIED HEREIN.

ORIGINAL

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3097995

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 1-800-541-6096 OPT 1.



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

STELLA FOSALES

ORIGINAL

**CITY COUNCIL
STAFF REPORT**

DATE: January 6, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: The Landings @ Waterford Subdivision 5th Addition, Final Plat Approval, Acceptance of Installed Public Improvements, Maintenance/Warranty Agreement and Security

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 53 lot residential development.
2. Acceptance of Installed Public Improvements, Maintenance/Warranty Agreement and Security.

HISTORY

- a. Applicant: Jim Haneke
ACI Northwest
6600 N. Government Way
Coeur d'Alene, ID 83815
- b. Location: Along Carrington Lane in the Landings development, west of Atlas Road.
- c. Previous Action:
 1. March 2003, annexation and preliminary plat approval by the CDA Planning Commission.
 2. April 2003, annexation approval by the City Council.
 3. November 2003, final plat approval of the Landings @ Waterford (126 lots).
 4. September 2004, final plat approval of Landings @ Waterford 1st Addition (131 lots).
 5. June 2005, final plat approval of Landings @ Waterford 2nd Addition (144 lots).
 6. November 2005, final plat approval of Landings @ Waterford 3rd Addition (45 lots).
 7. June 2006, final plat approval of Landings @ Waterford 4th Addition (157 lots).

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$107,206.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year maintenance period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements and the appropriate City departments have approved the installations and found them ready to accept for maintenance. The City maintenance will be required to start after the one (1) year warranty period expires on January 6, 2010.

RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public improvements, Maintenance/Warranty Agreement and security.

THE LANDINGS AT WATERFORD FIFTH ADDITION

REPLAT OF LOT 22, BLOCK 7 OF THE LANDINGS AT WATERFORD FOURTH ADDITION LOCATED IN SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

NORTHWEST SEC. 28
FND 2-1/2" ALUMINUM CAP
FEES C&F 1832987
20/21
25/28

(S8970297 E 4692.61' R-1)
S8970297 E 2552.45' R-1
S8970297 E 2802.55' R-1

N 1/4 COR. SEC 28
FND 5/8" REBAR PER
C&F 1642845

FND 5/8" REBAR WITH PLASTIC
CAP MARKED PLS 4182
CALCULATED POINT, NOTHING
FOUND OR SET
SET 5/8" X .50" REBAR WITH
MARKED INC PLS 9387
SET 5/8" X .30" REBAR WITH
MARKED INC CAP MARKED
INC PLS 9387



LEGEND

- FND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 4182
- CALCULATED POINT, NOTHING FOUND OR SET
- ⊗ SET 5/8" X .50" REBAR WITH MARKED INC PLS 9387
- SET 5/8" X .30" REBAR WITH MARKED INC CAP MARKED INC PLS 9387

BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS N072202.72°E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, PER R-1, PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES. THE CONVERGENCE ANGLE AT THE NORTH QUARTER CORNER OF SECTION 28 IS -00°48'25.12474".

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

REFERENCES

R-1 THE LANDINGS AT WATERFORD FOURTH ADDITION BY DAVID SCHUMANN, PLS 4182, FILED IN BOOK J OF PLATS AT PAGES 343, 343A-C, RECORDS OF KOOTENAI COUNTY.
R-2 THE LANDINGS AT WATERFORD SECOND ADDITION BY DAVID SCHUMANN, PLS 4182, FILED IN BOOK J OF PLATS AT PAGE 220, 220A-C, RECORDS OF KOOTENAI COUNTY.

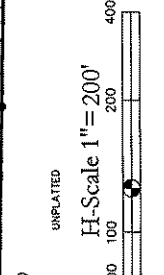
CURVE	CURVE TABLE				BEARING	DELTA
	LENGTH	RADIUS	CHORD	TANGENT		
C1	102.83	49.0000	102.83	51.46	N0717.92°E	111.97
R-1	102.83	49.0000	102.83	51.46	N0717.92°E	111.97
R-2	102.83	49.0000	102.83	51.46	N0717.92°E	111.97
C2	23.84	50.0000	23.84	11.47	N0024.94°E	23.91
R-1	23.84	50.0000	23.84	11.47	N0024.94°E	23.91
R-2	23.84	50.0000	23.84	11.47	N0024.94°E	23.91
C3	35.27	50.0000	35.27	17.55	N31.46°E	35.30
R-1	35.27	50.0000	35.27	17.55	N31.46°E	35.30
R-2	35.27	50.0000	35.27	17.55	N31.46°E	35.30
C4	408.44	470.00	408.44	203.10	N88.24°E	232.26
R-1	408.44	470.00	408.44	203.10	N88.24°E	232.26
R-2	408.44	470.00	408.44	203.10	N88.24°E	232.26
C5	34.11	50.0000	34.11	16.77	N0721.30°E	34.26
R-1	34.11	50.0000	34.11	16.77	N0721.30°E	34.26
R-2	34.11	50.0000	34.11	16.77	N0721.30°E	34.26
C6	69.73	428.50	69.73	34.95	S01.32°W	69.76
R-1	69.73	428.50	69.73	34.95	S01.32°W	69.76
R-2	69.73	428.50	69.73	34.95	S01.32°W	69.76
C7	182.74	100.0000	182.74	91.12	S06.52°W	182.76
R-1	182.74	100.0000	182.74	91.12	S06.52°W	182.76
R-2	182.74	100.0000	182.74	91.12	S06.52°W	182.76
C8	51.46	20.0000	51.46	25.74	N0717.92°E	51.46
R-1	51.46	20.0000	51.46	25.74	N0717.92°E	51.46
R-2	51.46	20.0000	51.46	25.74	N0717.92°E	51.46
C9	21.08	20.0000	21.08	10.54	N0717.92°E	21.08
R-1	21.08	20.0000	21.08	10.54	N0717.92°E	21.08
R-2	21.08	20.0000	21.08	10.54	N0717.92°E	21.08
C10	108.10	470.00	108.10	53.99	N0717.92°E	108.10
R-1	108.10	470.00	108.10	53.99	N0717.92°E	108.10
R-2	108.10	470.00	108.10	53.99	N0717.92°E	108.10

LINE	TABLE		BEARING	LINE	TABLE		BEARING
	LENGTH	BEARING			LENGTH	BEARING	
L1	182.85	S01.32°W	182.85	L13	5.21	S89.72°E	
R-1	182.85	S01.32°W	182.85	R-13	5.21	S89.72°E	
R-2	182.85	S01.32°W	182.85	R-13	5.21	S89.72°E	
L2	182.85	S01.32°W	182.85	L14	40.00	S33.42°E	
R-1	182.85	S01.32°W	182.85	R-14	40.00	S33.42°E	
R-2	182.85	S01.32°W	182.85	R-14	40.00	S33.42°E	
L3	65.00	S06.52°W	65.00	L15	55.00	S78.52°E	
R-1	65.00	S06.52°W	65.00	R-15	55.00	S78.52°E	
R-2	65.00	S06.52°W	65.00	R-15	55.00	S78.52°E	
L4	51.46	N0717.92°E	51.46	L16	44.50	S33.42°E	
R-1	51.46	N0717.92°E	51.46	R-16	44.50	S33.42°E	
R-2	51.46	N0717.92°E	51.46	R-16	44.50	S33.42°E	
L5	112.00	N12.00°E	112.00	L17	60.00	S03.50°W	
R-1	112.00	N12.00°E	112.00	R-17	60.00	S03.50°W	
R-2	112.00	N12.00°E	112.00	R-17	60.00	S03.50°W	
L6	74.02	S06.52°W	74.02	L18	12.57	S03.50°W	
R-1	74.02	S06.52°W	74.02	R-18	12.57	S03.50°W	
R-2	74.02	S06.52°W	74.02	R-18	12.57	S03.50°W	
L7	42.83	S89.72°E	42.83	L19	126.47	S01.32°W	
R-1	42.83	S89.72°E	42.83	R-19	126.47	S01.32°W	
R-2	42.83	S89.72°E	42.83	R-19	126.47	S01.32°W	

1296 Peloton Ave., Ste. B
Post Falls, Idaho 83854
PHONE (208) 774-8370
FAX (208) 777-2128
www.incnorthwest.com

THE LANDINGS AT WATERFORD FIFTH ADDITION
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: SWA DATE: 10/29/08 SCALE: 1" = 200' SHEET 1 of 5
CHECKED BY: PROJ. # 07-088



THE PURPOSE OF THIS SHEET IS TO DETAIL THE OVERALL PLAT BOUNDARY AND TO PROVIDE A GENERAL INDICATION OF THE SUBSEQUENT PAGES THEREAFTER

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of January, 2009 between ACI Northwest, whose address is 6600 N. Government Way, Coeur d'Alene, ID 83815, with Jim Haneke as President, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Landings at Waterford 5th Addition, a fifty three (53) lot residential development in Coeur d'Alene, situated in the north half of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and,

WHEREAS, the Developer completed the installation of certain public improvements on Carrington Lane and Freeland Drive, in Blocks 1, 2, 3, & 4, of the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the "as-built" construction plans entitled "The Landings at Waterford 5th Addition – Record Drawings", signed and stamped by Ray Kimball, PE # 11617, dated December 22, 2008, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, storm water swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter, concrete sidewalk and pedestrian ramps, street lighting, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City for the amount of One Hundred Seven Thousand Two Hundred Six and 00/100 Dollars (\$107,206.00), securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 6th day of January 2010. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

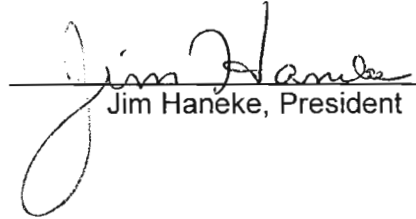
Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further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

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

City of Coeur d'Alene

Sandi Bloem, Mayor

ACI Northwest



Jim Haneke, President

ATTEST

Susan Weathers, City Clerk



Bond No. 8214962

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ACI Northwest, Inc.

as Principal, and the GREAT AMERICAN INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of Idaho

as Surety, are held and firmly bound unto

City of Coeur d'Alene 710 E Mullan Ave. Coeur d'Alene, Idaho as Obligee, in the sum of

One Hundred Seven Thousand Two Hundred Seven & No/100 (\$107,207.00) DOLLARS,

for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 30th day of December, 2008.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the 5th day of Addition, for Landings at Waterford

the terms of which agreement were completed and accepted the day of ; and

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

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

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

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

ACI Northwest, Inc.

[Signature] Principal

Countersigned:

GREAT AMERICAN INSURANCE COMPANY

By: Resident Agent

By: Lois Lee, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 14520

POWER OF ATTORNEY

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

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

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

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

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

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

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

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

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

CERTIFICATION

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

Signed and sealed this 30th day of, December, 2008.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: December 12, 2008

From: Kenny Gabriel, Fire Chief

Re: Surplus Property

DECISION POINT: For Mayor and Council to declare items from the Fire Department surplus and allow them to go to auction.

HISTORY: There are a large number of items the Fire Department has that are of no use or value to the City. The items take up valuable storage space and will not be used for any purpose in the future.

FINANCIAL ANALYSIS: There is a possibility of some nominal amount of money coming back to the City from the proceeds of the items at auction.

DECISION POINT/RECOMMENDATION: To declare the below list of items surplus and allow Fire Department to take items to auction.

- Light Bar - (x1)
- Spot light on pole - (x1)
- Unknown tire chain - (x1)
- Jack stand - (x2)
- Treadmill - (x1)
- Washing machine - (x1)
- Wooden backboards - (x2)
- Light fixtures - assorted
- Wiring - assorted
- Metal locker - (x1)
- Lawnmower - (x1)
- Office chair - (x1)
- Workout equipment and weight plates
- (2) 15' 15 amp extension cords
- (2) miner's style pick head axes
- 10' old fiber pike pole
- 5' old fiber pike poles
- Fire Department caution signs. (road sign)
- 5' pike pole
- Prybar (looks home made
- Kenmore clothes washer
- Refrigerator
- Metal truck wheels
- Old Station 2 bookcase
- Old Station 2 mailboxes

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

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

[Office Use Only] Amt Pd 25-
 Rec No 4406456
 Date 12-17-08
 Date to City Council: 01-06-09
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	<u>BAKERY BY THE LAKE AT PARKSIDE</u>
Business Mailing Address	<u>601 E FRONT ST</u>
City, State, Zip	<u>COEUR D'ALENE, ID 83814</u>
Business Physical Address	<u>SAME AS ABOVE</u>
City, State, Zip	
Business Contact	<u>208 415-0681</u> Business Telephone: <u>208 209-3129</u> Fax: <u>2082093131</u>
License Applicant	<u>FRANK X. PIGOTT</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>CHERI C. PIGOTT</u>

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 6, 2009
FROM: Terry W. Pickel, Assistant Superintendent, Water Dept.
SUBJECT: Request for approval to award Dump Truck Cab/Chassis Bid.

DECISION POINT:

Staff is requesting a bid award for a tandem axle truck cab and chassis to Southern Idaho Freightliner.

HISTORY:

The Water Dept. routinely hauls asphalt, concrete, boulders and other various types of materials often encountered in water main construction and maintenance. Our existing dump truck is too small and light duty to efficiently carry this material. In planning for the current fiscal year we requested budgetary authority to purchase a new larger dump truck. The truck we have bid is best suited to carry the variety of materials listed.

FINANCIAL ANALYSIS:

The Water Dept. currently has line items in the budget for fiscal year 2008-2009 for the purchase of the Rock Dump Body and the subsequent tandem axle truck Cab and Chassis to mount it on. The line items total \$160,000.00. Staff felt that bidding these two items separately would help to better control the overall quality of each unit and serve to reduce costs. We had anticipated receiving several bids for the cab/chassis as the invitation to bid was sent to several known dealers but only received the one bid from Southern Idaho Freightliner. The bid submitted by Southern Idaho Freightliner of \$94,270.00 is well within the budgeted amount.

PERFORMANCE ANALYSIS:

The addition of this larger capacity dump truck to the Water Dept. construction fleet will not only increase production by a reduction of nearly half of the number of road trips to and from the job site, but additional fuel savings should also be realized with the more fuel efficient engine and aerodynamic design. The self cleaning design of the dump body and high lift tailgate should also assist in greater production as excess time should not have to be spent cleaning out the body when hauling materials from and to the work site, thus greatly improving overall efficiency and performance.

QUALITY OF LIFE ANALYSIS:

The overall design of this heavy duty construction vehicle should not only enhance the productivity of the maintenance crews with the increased hauling capacity and durability, but should also aid in reducing operator fatigue with its up to date ergonomic design and safety features. Greater operator visibility from the driver's seat along with larger mirrors will enhance employee and public safety on the job site and on the street as well.

DECISION POINT/RECOMMENDATION:

Staff requests authorization from City Council to approve and award the bid for a Freightliner tandem axle truck cab and chassis to Southern Idaho Freightliner in the amount of \$94,270.00.

**Public Works Committee
Staff Report**

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt.
Date: December 22, 2008
Subj: Approval to bid stormwater pump station rebuild.

DECISION POINT:

The Council is requested to approve the bid documents and to authorize bid of the stormwater pump station located at the wastewater treatment plant. Estimated cost is \$257,000.

HISTORY:

A stormwater pumping station is located on the grounds of the city's wastewater treatment plant. This pump station serves all the stormwater collected in the Fort Grounds and much of Northwest Boulevard. Its estimated age is probably the 1940s or 50s.

The station has a total of 3 pumps – a vertical turbine pump of 5000 gallons per minute (gpm) and 2 submersible pumps of about 1800 gpm. The vertical turbine pump seized up last fall. It was last rebuilt by wastewater in 1997. The submersibles haven't been touched in over 20 years. I sent the turbine in for overhaul in December 2007.

There are 2 main issues with this station:

- The turbine is inappropriate for this application and the discharge manhole tops are not above the sea wall elevation.
- The electrical system does not meet code and probably never did. There also is no standby generator. (Should a power outage occur during a storm event, the treatment plant could literally become flooded out.) Wastewater's old generator and transfer switch will be used – saving the stormwater utility considerable funds.

Failure of this station would result in catastrophic flooding and damage to the wastewater treatment plant.

J-U-B was contracted to design a three-pump station for the existing unit and to increase the discharge manhole top elevation. They also assisted with bidding.

Trindera was contracted for a proposal to design the electrical and the standby power systems. They also assisted with bidding.

FINANCIAL ANALYSIS:

The following are the proposed contract amounts:

Pump station -	\$187,000
Trindera -	<u>\$ 70,000</u>
Total -	\$257,000

There are sufficient cash reserves for the work

PERFORMANCE ANALYSIS:

As noted, failure of this station would result in stormwater flooding the wastewater treatment plant's new influent pump station and could result in extreme damages and even failure of the treatment plant.

DECISION POINT:

The Council is requested to approve the bid documents and to authorize bid of the stormwater pump station located at the wastewater treatment plant. Estimated cost is \$257,000.



Discharge Manholes



Stormwater Pump Station

ANNOUNCEMENTS

Memo to Council

DATE: December 22, 2008

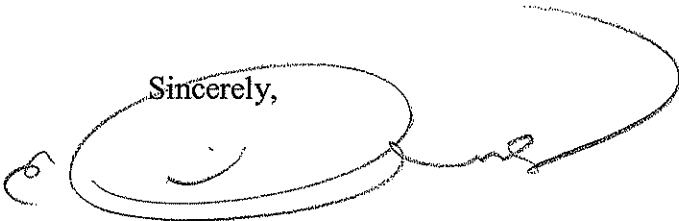
RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the January 6th Council Meeting:

BEN WOLFINGER
TOM MESSINA
DIXIE REID

Personnel Appeals Board
Personnel Appeals Board
Civil Service Commission

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy Ferguson', is written over a large, hand-drawn oval. The signature is fluid and cursive.

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Pam MacDonald, Personnel Appeals Board & Civil Service Commission liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

allocation to the Coeur d'Alene Parks Foundation in the amount of \$7,500.00 annually; and (3) BMX Freestyle Park at Memorial Field.

VOTE: All in favor. Motion carried.

Councilman Goodlander expressed gratitude and appreciation to the members of the Parks Foundation.

Item 2. Declaration of Sole Source Procurement – First Stage Ramps for the Freestyle BMX Park

Agenda Item

Steve Anthony, Recreation Director, presented a request for authorization to publish a Declaration of Sole Source Procurement for the first stage of ramps for the Freestyle BMX Park from American Ramp Company. Mr. Anthony explained that they have been working with the freestyle BMX kids for about five summers and that this was one of the council's top priorities from the budget process this year. He stated that the American Ramp Company system is completely portable in that in case the park was ever moved, the ramps could be moved with it. The ramps are extremely durable and skirting will also be purchased.

Councilman Goodlander said that she is very pleased to see this happening and it has been a long time coming. Mr. Anthony explained that the nice thing about this system is that both the skateboard and BMX parks will be dual use. In addition, they are going to ask the actual users of the park to help with the installation so that there is some buy in and ownership of the park. They hope to have the park up and running in March or April of 2009.

MOTION: by Edinger, seconded by Bruning, that Council authorize staff to publish a declaration for the sole source procurement of the first stage of ramps for the Freestyle BMX Park from American Ramp Company.

Item 3. Agreement with Landmark Landscape Architects – Landings Park, Phase II Consent Calendar

Doug Eastwood, Parks Director, presented a request for Council approval to enter into an agreement with Landmark Landscape Architects to prepare construction design documents, administration, and bid package for Landings Park Phase II. Mr. Eastwood explained in his staff report that he plans to solicit bids for Phase II by February of 2009 with completion of the park late summer/early fall of 2009. The cost is \$45,500 for this service and it is a budgeted line item in the Parks C.I.F.; Landings.

MOTION: by Edinger, seconded by Bruning, that Council approve Resolution No. 08-___ authorizing the city to enter into an agreement with Landmark Landscape Architects to prepare construction design documents, administration, and bid package for Landings Park Phase II.

Item 4. Discussion for Resolution – Prohibiting Feeding Deer Inside the City
Agenda Item

Councilman Goodlander explained that she brought this item forward for discussion and asked Mr. Ingalls to provide some background information regarding a meeting that he attended at the Idaho Fish & Game offices. Mr. Ingalls explained that about a year and a half ago he attended a meeting with the City of Fernan, City of Post Falls, City of Hayden, and chaired by the Idaho Fish & Game

Department, regarding a concern about people wanting something done to control the deer population. It was agreed that the first step should be public education, asking citizens not to feed deer or other non-domestic animals. Mr. Ingalls said that even after the public relations campaign, he does not think that things have changed. The City of Fernan has subsequently made it illegal to feed the deer. Mr. Ingalls feels that it makes sense to handle this problem in a collaborative fashion with other entities. He further explained that once a young deer is brought up feeding in someone's yard, it becomes imprinted and domesticated and it is very difficult to prevent the unwanted behavior.

Councilman Goodlander explained that the reason she brought this matter up is because the more deer that are fed, the more they are imprinted every year. The City of Fernan is presently talking to trappers who would trap deer and move them out into the woods at a cost of \$250.00 per animal. She would like to have the issue discussed at a city council meeting level and take comments from citizens to see how they feel about it.

MOTION: by Bruning, seconded by Goodlander, to take this issue before the council on December 2nd to discuss the possible passage of an ordinance prohibiting the feeding of deer.

DISCUSSION: Councilman Edinger said that when this matter was discussed at the last General Services Committee meeting, Captain Childers said that enforcement would not be a top priority in the Police Department and that it would fall under the responsibility of the code enforcement officer. Councilman Edinger said that he believes that the code enforcement officer has better things to do than to be a deer enforcement officer. In addition, he felt that it would turn neighbor against neighbor, with one person's word against another. He further feels that the city cannot afford to pay for the removal of the deer. In addition, Councilman Edinger stated that he gets a lot of phone calls on dogs, cats, abandoned vehicles, etc., but he has yet to receive a phone call on deer.

Councilman Bruning said that he would favor bringing this matter to the council for discussion and said that the City of Fernan has spent a lot of money trying to control the deer problem. If people in Coeur d'Alene are feeding the deer, it is not helping the problem. Councilman Bruning further agreed that it is a difficult thing to enforce, but it is also a hazard to traffic having the deer around. He further said that if there is enough education to the public that it is illegal to feed the deer, maybe they will stop doing it.

VOTE: Motion carried.

Councilman Goodlander asked Mr. Ingalls to check into having someone from the Department of Fish & Game attend the council meeting on December 2nd, as well as a representative from the City of Fernan.

Councilman Edinger asked City Attorney Mike Gridley regarding enforcement of a possible ordinance. Mr. Gridley responded that it would be like any other code violation in that the city would have to prove that the person did it.

[NOTE: Due to a representative from the Department of Fish & Game being unavailable for the December 2nd Council Meeting, this matter was postponed until a January Council Meeting]

The meeting adjourned at 12:30 p.m.

Respectfully submitted,
Amy Ferguson
Executive Assistant

CITY OF FERNAN LAKE VILLAGE, IDAHO

ORDINANCE NO. 153

AN ORDINANCE OF THE CITY OF FERNAN LAKE VILLAGE, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, MAKING IT UNLAWFUL TO FEED, PROVIDE FEED OR OTHER ATTRACTANTS, EXCLUDING ORNAMENTAL PLANTS, VEGETABLE GARDENS AND CERTAIN BIRD FEEDERS, TO WILDLIFE WITHIN THE CITY LIMITS, AND AUTHORIZING ANIMAL CONTROL OFFICERS TO ENFORCE THIS ORDINANCE; REPEALING CONFLICTING ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

BE ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FERNAN LAKE VILLAGE, IDAHO:

SECTION 1: **PURPOSE**. The citizens of the City value wildlife and want to maintain healthy and wild populations of deer, elk, bear, waterfowl, turkey, and other wildlife that are not dependent upon, or hazardous to, humans. Feeding wildlife results in artificially high concentrations of animals, increasing human-wildlife conflicts, and compromising the health and safety of humans and wildlife.

SECTION 2: **DEFINITIONS**. As used in this ordinance, unless the context otherwise indicates, the following terms shall have these meanings:

- A. "Wildlife" means deer, elk, turkeys, ducks, geese, bears, mountain lions, lynx, and bobcats.
- B. "Animal Control Officer" means all law enforcement officers as are defined by the Idaho Code, as well as duly appointed animal control officers appointed by either the City or the county to carry out and enforce each entity's respective animal control ordinances. A deputy of the Kootenai County sheriff's office and any animal control officer appointed by the City shall be "Animal Control Officers."
- C. "Attractant(s)" means any substance, including but not limited to, food, garbage, or salt lick, which draws wildlife to a particular location.
- D. "Feed" means a substance composed of grain, mineral, salt, fruit, vegetable, hay, or any other food material or combination of these materials, whether natural or manufactured, that may attract Wildlife.

E. "Feeding" means the depositing, distributing, or tending of feed in an area frequented by Wildlife.

SECTION 3. **CONDUCT DECLARED UNLAWFUL.** It is unlawful to feed, provide feed or other attractants, excluding ornamental plants, vegetable gardens and properly hung bird feeders, to wildlife within the city limits.

SECTION 4. **EXCEPTIONS.** It is legal to feed birds, other than turkeys, geese, and ducks, by utilizing a bird feeder that may be accessed only by birds. Birdfeeders that are accessed by animals other than birds or squirrels are in violation.

SECTION 5. **INVESTIGATIONS AND COMPLAINTS.** Upon receipt of a complaint alleging the illegal feeding of wildlife, an animal control officer may investigate the complaint to determine if there has been a violation of this ordinance.

SECTION 6. **CITATIONS.** Any Animal Control Officer or law enforcement officer observing or determining that a violation of this ordinance has occurred shall issue a citation describing such violation and allowing the person cited to post and forfeit the sum of (1) TWO HUNDRED DOLLARS (\$200.00) for a first offense, (2) THREE HUNDRED DOLLARS (\$300.00), for a second offense, (3) FOUR HUNDRED DOLLARS (\$400.00) for a third offense, (4) and FIVE HUNDRED DOLLARS (\$500.00) for a fourth offense, by paying such amount to the city clerk within thirty (30) days of the issuance of the citation. If such amount is not timely posted and forfeited, the person charged shall be required to appear in court to answer the charge. For over four (4) offenses, the person charged shall not be permitted to post and forfeit bond, and the Animal Control Officer or law enforcement officers shall issue a citation requiring the person charged with the offense to appear in court in answer to the citation.

SECTION 7. **PENALTY-FINES.** Any person violating any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be fined not more than ONE THOUSAND DOLLARS (\$1,000.00).

SECTION 8. **SEVERABILITY.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 9. Upon passage and approval and publication in one (1) issue of the Coeur d'Alene Press, the official newspaper of the City of Fernan Lake Village, Idaho, this Ordinance shall be in full force and effect.

PASSED under suspension of the rules at which a roll call vote was taken at regular meeting of the city council of the City of Fernan Lake Village, Kootenai County, Idaho, this 11 day of June, 2007.

J. PATRICK ACUFF, Mayor

ATTEST:

SAM NEWMAN, Clerk

OTHER BUSINESS

COUNCIL BILL NO. 08-1026
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE CHAPTER 13.30 AND ADOPTING A NEW CHAPTER 13.30 ENTITLED STORM WATER MANAGEMENT; PROVIDING DEFINITIONS AND A PURPOSE CLAUSE; REQUIRING SUBMISSION OF A STORM WATER MANAGEMENT PLAN WITH ANY LAND DISTURBING ACTIVITY; ESTABLISHING PERFORMANCE AND DESIGN STANDARDS FOR STORM WATER IMPROVEMENTS; AUTHORIZING THE ADOPTION OF SUPPLEMENTAL MATERIAL BY RESOLUTION OF THE CITY COUNCIL; ESTABLISHING PROPERTY OWNER'S OBLIGATION TO MAINTAIN STORM WATER IMPROVEMENTS AND PROHIBITED CONDUCT; AUTHORIZING AND PROVIDING RULES TO OBTAIN A VARIANCE FROM THE STORM WATER REQUIREMENTS; ESTABLISHING ENFORCEMENT PROCEDURES TO ENFORCE THE ORDINANCE AND OTHER GUARANTEES OF INSTALLATION TO ENSURE THAT STORM WATER IMPROVEMENTS ARE INSTALLED; ESTABLISHING THAT VIOLATIONS OF THE REQUIREMENTS OF THE CHAPTER ARE A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS (\$1,000.00) OR BY IMPRISONMENT NOT TO EXCEED ONE HUNDRED AND EIGHTY (180) DAYS OR BY BOTH FINE AND IMPRISONMENT; 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 Public Works 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. *Coeur d'Alene Municipal Code Chapter 13.30 is hereby repealed and a new Chapter 13.30 entitled STORMWATER MANAGEMENT is hereby adopted.*

SECTION 2. *Coeur d'Alene Municipal Code Section 13.30.010 is adopted to read as follows:*

13.30.010: TITLE AND PURPOSE:

These regulations shall be known as the *STORM WATER MANAGEMENT ORDINANCE*. The purpose of these regulations is to require implementation of storm water management techniques, which rely upon natural on-site treatment, and recycling of storm water as opposed to collection and conveyance of untreated storm water into ground water sources or into surface

bodies of water. The underlying purposes to be achieved by implementation of such regulations are the protection of ground water quality through pretreatment of storm water prior to infiltration, protection of surface and subsurface water resources from the effects of contaminants, sedimentation, and erosion, providing for adequate drainage of storm water and the protection of properties from increased runoff and flooding.

SECTION 3. *Coeur d'Alene Municipal Code Section 13.30.020 is adopted to read as follows:*

13.30.020: DEFINITIONS:

Unless a provision states otherwise, the following terms and phrases used in this Chapter, have the following meanings:

1. **AS-BUILT DRAWINGS:** Design plans that have been revised to reflect all changes to the plans that occurred during construction. These plans must be signed and stamped by the responsible qualified, licensed professional.
2. **BEST MANAGEMENT PRACTICE (BMP):** Physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water and flooding.
3. **CLEARING:** The removal of vegetation, trees, structures, pavement, etc., by manual, mechanical, or chemical methods.
4. **CONVEYANCE:** A mechanism for transporting water from one point to another, including pipes, ditches, and channels.
5. **CONVEYANCE SYSTEM:** The drainage facilities, both natural and man-made, which collect, contain, and provide for the flow of surface water.
6. **DESIGN STORM:** A rainfall event of specific return frequency and duration that is used to calculate the runoff volume and peak discharge rate.
7. **DETENTION:** A temporary storage of storm runoff in a BMP, which is used to control the peak discharge rates, and which provides for gravity settling of pollutants and sediments.
8. **EROSION:** The wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as gravitational creep.
9. **EROSION/SEDIMENT CONTROL:** Any temporary or permanent measures taken to reduce erosion, control siltation and sedimentation.

10. GROUND WATER: Water in a saturated zone or stratum beneath the land surface or a surface water body.
11. IMPERVIOUS SURFACE: has the same meaning as Municipal Code Section 17.02.070(A).
12. INFILTRATION: The downward movement of water through the soil. Infiltration capacity is expressed in terms of inches/hour.
13. INFILTRATION BASIN: Depressions created by excavation or berms to provide for short term ponding of surface runoff until it percolates into the soil through the basin's floor and sides.
14. INTERMITTENT STREAM: A stream or portion of a stream that flows only seasonally. Typically it is dry for several months of a year.
15. LAND DISTURBING ACTIVITY: Any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing topography. Land disturbing activities include, but are not limited to, demolition, construction, clearing, grading, filling, and excavation.
16. NUTRIENTS: Essential chemicals needed by plants or animals for growth. Excessive amounts of nutrients can lead to degradation of water quality and algae blooms. Some nutrients can be toxic at high concentrations.
17. QUALIFIED, LICENSED PROFESSIONAL: A registered civil engineer or registered landscape architect, licensed in the State of Idaho.
18. RETENTION: The holding of runoff in a basin without release except by means of evaporation, infiltration, or emergency bypass.
19. RUNOFF: Rainfall or snowmelt that does not infiltrate into the soil, but remains on the surface and travels over land to either natural or man-made collection facilities.
20. SECURITY: A surety bond, cash deposit or escrow account, assignment of savings, irrevocable letter of credit or other means acceptable to or required by the City to guarantee that work is completed in compliance with the project's drainage plan and in compliance with all local government requirements.
21. SEDIMENT: Material that originates from weathering and erosion of rocks or unconsolidated deposits, and is transported by, suspended in, or deposited by water.
22. SEDIMENTATION: The deposition of sediment usually in basins or watercourses.

23. STORM FREQUENCY: The time interval between storms of predetermined intensity, e.g., a 2-year, 25-year, or 100-year storm.
24. STORM WATER RUNOFF: Runoff generated by storms.
25. SWALE: A shallow infiltration basin with relatively gentle side slopes.
26. TREATMENT AND DETENTION BMP: A BMP that is intended to detain runoff and remove pollutants from storm water. A few examples of treatment and detention BMPs are detention ponds, oil/water separators, bio-filtration swales, and constructed wetlands.
27. UNDEVELOPED STATE: The natural soils and vegetation in place prior to the start of any construction or clearing activity on the site.

SECTION 4. *Coeur d'Alene Municipal Code Section 13.30.030 is adopted to read as follows:*

13.30.030: APPLICABILITY:

- A. Unless otherwise exempted under this Chapter, the Storm Water Management Ordinance shall apply to all land disturbing activities including but not limited to, grading, site development, parking lot paving, or street improvement.
- B. This Chapter shall be applied in a manner consistent with the procedures set forth in the City of Coeur d'Alene Zoning Ordinance, City of Coeur d'Alene Subdivision Ordinance, City of Coeur d'Alene Building Code Ordinance, City of Coeur d'Alene Storm Water Utility Ordinance, and such other ordinances as the City may enact to regulate the use and development of land within the City pursuant to authority granted by Idaho Code title 65, chapter 67.

SECTION 5. *Coeur d'Alene Municipal Code Section 13.30.040 is adopted to read as follows:*

13.30.040: STORM WATER MANAGEMENT PLAN:

- A. STORM WATER MANAGEMENT PLAN REQUIRED: Any activity regulated by this Chapter shall require the development of a comprehensive storm water management plan meeting the requirements of Sections 13.30.050 and 13.30.060 of this Chapter. Storm water management plans shall be approved by a qualified, licensed professional and submitted for review by the City Engineer.
 1. Exceptions:
 - a. Storm water management plans for new single family residential structures or additions to single family residential structures are not required to be designed by a

qualified licensed professional unless required by the City Engineer under Section 13.30.040(A)(1)(b) below.

- b. The City Engineer may require that the storm water management plan be signed by a registered civil engineer if the City Engineer determines that off-site drainage or adjacent property rights are affected by the plan.

B. GENERAL PLAN REQUIREMENTS: Each storm water management plan must contain the following general elements:

1. The necessary maintenance system, including an acceptable plan for sustained functioning of the collection and treatment system. Unless the plan identifies another responsible party, the parties identified in Section 13.30.090 shall be responsible for maintenance of all elements of the storm water collection and treatment system. Maintenance activities shall include (but not be limited to), watering, mowing and fertilizing of infiltration basins, sod renovation of infiltration basins (unless otherwise provided in this Chapter) sediment and debris removal from detention basin, debris removal and cleaning of all inlets, piping, outlet structures, slope protection, etc.
2. The easements necessary to provide continued maintenance of the system.
3. Clearly identified storm water facilities including, but not limited to, pipes, inlets, catch basins, infiltration basins, basins, and swales.

C. REQUIRED STORM WATER PLAN ELEMENTS: In addition to the general plan requirements required by Section 13.30.030(B) storm water management plans must contain the following parts:

1. DESIGN CALCULATIONS: The plan shall present all pertinent calculations necessary to determine the required size of elements of the system. These elements include, but are not limited to, off-site drainage onto the property, pre- and post-development runoff, infiltration basins, detention and/or retention facilities, pipes, swales, culverts, ditches, and catch basins.
2. SITE PLAN: The site plan shall include the following:
 - a. Property boundaries and all existing natural and man-made features and facilities within fifty feet (50') of the site, including streets, utilities, easements, topography, structures, and drainage channels.
 - b. Final contours.
 - c. Location of all proposed improvements, including paving, structures, utilities, landscaped areas, flatwork, and storm water control facilities.

- d. Proposed drainage patterns including ridgelines and tributary drainage areas.
 - e. Storm water control facilities, including invert elevations, slopes, length, cross-sections, and sizes. Construction details shall be shown for infiltration basins, and/or detention/retention facilities.
 - f. Existing and proposed drainage/storm water easements.
3. EROSION CONTROL: An erosion control plan shall be submitted and approved prior to initiation of any site clearing, excavation, and grading or other development activity. Both temporary and permanent erosion control measures shall be included. The plan shall represent the minimum requirements for the site. Additional measures may be required by the City in the event of unexpected storm occurrences, repair or maintenance of existing systems, or replacement of nonfunctioning systems.
- a. The permit holder and owner of the property are responsible for maintenance and upkeep of both temporary and permanent erosion control measures unless the erosion control plan identifies another person or entity as the responsible party.

SECTION 6. *Coeur d'Alene Municipal Code Section 13.30.050 is adopted to read as follows:*

13.30.050: PERFORMANCE STANDARDS:

The following performance standards are to be applicable to all design, construction, implementation, and maintenance of storm water management systems pursuant to this Chapter.

- A. All activities subject to the requirements of this Chapter shall be carried out in a manner that ensures that runoff of storm or other natural surface waters shall not be accelerated, concentrated, or otherwise conveyed beyond the exterior property lines or project boundaries of the project in question. Existing and/or proposed off-site public street drainage shall be detained separately from the on-site drainage. All storm water facilities and BMPs required for the project must be constructed within the project boundary or property lines.
 - 1. Exceptions: Runoff of storm or other surface waters may be conveyed beyond the exterior property lines or project boundaries if:
 - a. Done in accordance with the provisions of a joint storm water management agreement approved in writing by the City; or
 - b. The downstream property received drainage prior to development. In this case, flow may not be concentrated onto downstream properties where sheet flow previously existed. In no event will there be a measurable increase in the peak rate of runoff from the site after development when compared with the runoff rate in the undeveloped state for a 25-year storm.

- B. Channels which collect or concentrate storm water shall be protected against erosion and contain energy dissipation measures to prevent erosion on adjoining lands. Existing unprotected channels shall be protected against further erosion in the course of site development. Any site development or construction shall preserve the existing storm water management improvements.
- C. Sediment resulting from erosion of disturbed soils shall be detained on-site. Sediment shall either be stabilized on-site or removed in an approved manner.
- D. Any and all collected storm water runoff shall be directed to infiltration basins or to an approved BMP.
 - 1. Exceptions: Runoff may be discharged directly into drywells or other overflow structures under the following circumstances:
 - a. When the increase in impervious surface, resulting from new construction or addition to existing structures, is less than three thousand (3,000) square feet.
 - b. Runoff from roofs.
- E. When existing streets are widened or otherwise improved, runoff from the new impervious surface may be directed into existing storm drain facilities if the existing storm drain facility has sufficient capacity to accommodate the increased runoff.

SECTION 7. *Coeur d'Alene Municipal Code Section 13.30.060 is adopted to read as follows:*

13.30.060: DESIGN STANDARDS:

- A. GENERAL STANDARDS: All storm water facilities shall incorporate the following design standards:
 - 1. All conveyance facilities shall be designed to accommodate a 25-year storm event.
 - 2. When on-site facilities must accommodate drainage from off-site, such conveyance facilities shall be designed to accommodate a 50-year storm event.
 - 3. Peak flows shall be calculated by the Rational Method for areas ten (10) acres or less. Peak flows shall be calculated by the Soil Conservation Service (SCS) Method TR-55, for areas greater than ten (10) acres. Other methods may be approved by the City Engineer.
 - 4. The intensity-duration curves from the Idaho Transportation Department shall be used for the Rational Method.

B. INFILTRATION BASINS: All infiltration basins shall incorporate the following design standards:

1. Infiltration basins shall be designed either to retain and treat a volume equal to one-half inch (1/2") of runoff over the tributary impervious area, including roofs or to infiltrate a storm event of 0.1 inches/hour.
2. Infiltration basins designed to detain the treatment volume shall be a maximum of six inches (6") from the lowest point of the swale to the inlet of the overflow structure.
3. Infiltration basins shall have a minimum infiltration rate of 0.5 inches/hour.
4. Infiltration basins shall be planted and maintained with grass and/or other vegetative cover approved by the City. An encroachment permit issued by the City pursuant to Chapter 12.44 of the Coeur d' Alene Municipal Code must be obtained before starting any landscaping work in infiltration basins located in City right of ways.
5. Infiltration basins must be renovated when they do not meet the minimum infiltration rate or when the vegetative cover dies.
6. Infiltration basins shall contain dry wells, or an equivalent approved by the City Engineer, to accommodate overflow.
7. Where infiltration basins will be located between curb and sidewalk, both curb and sidewalk shall be considered an integral part of the storm management system and shall be installed with the infiltration basin.

SECTION 8. *Coeur d'Alene Municipal Code Section 13.30.070 is adopted to read as follows:*

13.30.070: GUARANTEE OF INSTALLATION:

- A. No building permit, final plat approval, or other discretionary approval shall be granted until the storm water management plan has been approved by the City Engineer.
- B. For new subdivisions, except as allowed by Chapter 16.24 of this Code, no building permit will be issued until the storm water management system, including infiltration basins, curb and sidewalks, has been constructed for the developed portion and will accept the flow of storm water as designed. For all other cases, no certificate of occupancy will be issued until the storm water management system has been installed and will accept the flow of storm water as designed.
 1. Exception: If, in the judgment of the City Engineer or his designee, project occupancy can be achieved without harm to the environment or potential occupants, occupancy may proceed upon receipt of an acceptable guarantee of financial surety, pursuant to Section

15.08.075 of this Code, to complete installation when weather conditions or other variables allow but in no event more than six months after occupancy. In no case shall such guarantee be allowed if the incomplete improvements would result in increased erosion, sedimentation, or other damage to the development, public improvements, surface or subsurface waters, the proposed storm water management system or otherwise endanger the public health or safety.

- C. At any time, the City may stop work on the installation of subdivision improvements, withhold further issuance of building permits in a development, stop work on any individual building or development of any individual building site, or otherwise take steps necessary to ensure that the development meets the requirements of this Chapter.

SECTION 9. *Coeur d'Alene Municipal Code Section 13.30.080 is adopted to read as follows:*

13.30.080: ADOPTION OF SUPPLEMENTAL MATERIALS:

The City of Coeur d'Alene may, by resolution, adopt additional design standards, definition of terminology, administrative procedures, etc., intended to implement the general requirements and performance standards set forth in this Chapter. Changes in the design standards may be accomplished by subsequently adopted resolution. Such design standards may be complied with in alternative ways that will contribute to rational achievement of the general requirements and performance standards set forth in this Chapter.

SECTION 10. *Coeur d'Alene Municipal Code Section 13.30.090 is adopted to read as follows:*

13.30.090: PROPERTY OWNER'S MAINTENANCE RESPONSIBILITY:

- A. Unless other provisions are made in the process of development review and approval, the owner of the property is responsible to maintain all storm water system elements required for on site storm water collection and treatment and the owner of the abutting property is responsible for maintaining infiltration basins contained within City right-of-ways or drainage easements for street drainage .
- B. For infiltration basins contained within City right-of-ways or drainage easements the maintenance responsibility created by this section shall include mowing, and otherwise maintaining the grass or other approved vegetative cover in a healthy condition capable of meeting the retention and treatment requirements of this Chapter. The City's Storm Water Utility will renovate the infiltration basin upon expiration of its service life.
- C. Any violation of these maintenance requirements shall constitute a violation of this Chapter.

SECTION 11. *Coeur d'Alene Municipal Code Section 13.30.100 is adopted to read as follows:*

13.30.100: PROHIBITED CONDUCT:

No person shall damage, harm, fail to install, complete, or maintain, or otherwise impair the functioning of infiltration basins or the future functioning of areas designed as an infiltration basin or approved methods of transmission of storm water to an infiltration basin or any portion of a storm water management system installed pursuant to this Chapter.

SECTION 12. *Coeur d'Alene Municipal Code Section 13.30.110 is adopted to read as follows:*

13.30.110: ENFORCEMENT:

Provisions of this Chapter may be enforced in one or more of the following manners:

- A. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor and shall be punished as provided by Municipal Code Chapter 1.28.
 - 1. Each such person is guilty of a separate offense for each and every day during which any violation of any provision of this Chapter is committed, continued, or permitted by any such person, and he shall be punished accordingly.
- B. By civil action to compel performance and completion of, or maintenance of, facilities installed pursuant to this Chapter.
- C. Denying, revoking, or suspending building permits or certificates of occupancy, as the case may be.
- D. By any other method or remedy allowed by law.

SECTION 13. *Coeur d'Alene Municipal Code Section 13.30.120 is adopted to read as follows:*

13.30.120: VARIANCE:

A variance from the requirements of this Chapter or from the design standards adopted pursuant to this Chapter may be granted only upon a showing of undue hardship due to unique site characteristics. Said variance may only be granted by the City Council in such circumstances if the approval of the variance would not otherwise impair achievement of the standards or purposes of this Chapter would not impose an additional burden upon adjoining or downstream lands or landowners, or otherwise disrupt the scheme of storm water management in the community. It shall be incumbent upon anyone requesting a variance to provide data showing that alternative methods of storm water handling proposed will produce comparable efficacy of

the storm water management measures required by this Chapter. No variance shall be issued unless all elements of this Section are met.

SECTION 14. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 15. 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 16. 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 17. 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 6th day of January, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amendments to the Stormwater Management Regulations

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE CHAPTER 13.30 AND ADOPTING A NEW CHAPTER 13.30 ENTITLED STORM WATER MANAGEMENT; PROVIDING DEFINITIONS AND A PURPOSE CLAUSE; REQUIRING SUBMISSION OF A STORM WATER MANAGEMENT PLAN WITH ANY LAND DISTURBING ACTIVITY; ESTABLISHING PERFORMANCE AND DESIGN STANDARDS FOR STORM WATER IMPROVEMENTS; AUTHORIZING THE ADOPTION OF SUPPLEMENTAL MATERIAL BY RESOLUTION OF THE CITY COUNCIL; ESTABLISHING PROPERTY OWNER'S OBLIGATION TO MAINTAIN STORM WATER IMPROVEMENTS AND PROHIBITED CONDUCT; AUTHORIZING AND PROVIDING RULES TO OBTAIN A VARIANCE FROM THE STORM WATER REQUIREMENTS; ESTABLISHING ENFORCEMENT PROCEDURES TO ENFORCE THE ORDINANCE AND OTHER GUARANTEES OF INSTALLATION TO ENSURE THAT STORM WATER IMPROVEMENTS ARE INSTALLED; ESTABLISHING THAT VIOLATIONS OF THE REQUIREMENTS OF THE CHAPTER ARE A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS (\$1,000.00) OR BY IMPRISONMENT NOT TO EXCEED ONE HUNDRED AND EIGHTY (180) DAYS OR BY BOTH FINE AND IMPRISONMENT; 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. _____, Amendments to the Stormwater Management Regulations, 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 6th day of January, 2009.

Warren J. Wilson, Chief Deputy City Attorney

COUNCIL BILL NO. 09-1001
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.08.170 TO EXTEND THE EXEMPTION BOUNDARIES FOR THE ON-SITE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FROM 5TH TO 7TH STREET; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1 . *That Coeur d'Alene Municipal Code Section 5.08.170, is hereby amended to read as follows:*

5.08.170: BEER; LIMIT TO AREA OF SALE:

- A. No persons shall sell beer to be consumed on the premises within three hundred feet (300') of any playground or school, nor within six hundred feet (600') of any R-1, R-3, R-5, R-8 or R-12 zone, nursing home or hospital.
- B. No person shall sell beer to be consumed on the premises within three hundred feet (300') of any park or church except when such sale is incidental to the operation of an eating establishment.
- C. Businesses which now lawfully sell beer within the prohibited area set forth in this section are exempt from the provisions of this section so long as they continue their operation. However, in the event such businesses seek to expand beyond their existing floor space, they must comply with all requirements set forth in section 5.08.015 of this chapter, including, but not limited to, this section.
- D. Should any such exempt business discontinue its operation for a period of six (6) months, it will no longer be exempt from the restrictions of this chapter.
- E. The limitations set out in this section shall not apply to that area bounded on the west by Second Street, on the east by ~~Fifth~~ Seventh Street, on the north by Coeur d'Alene Avenue and on the south by Front Avenue.

F. Businesses not located within three hundred feet (300') of any park, playground, school or church, nor within six hundred feet (600') of nursing homes or hospitals, may serve beer to be consumed on the premises:

1. Within six hundred feet (600') of an R-1, R-3, R-5, R-8 or R-12 zone, but not within three hundred feet (300') of an R-1, R-3, R-5, R-8 or R-12 zone, if they obtain the written consent of over fifty percent (50%) of the property owners in that part of the R-1, R-3, R-5, R-8 or R-12 zone, which is within six hundred feet (600') of the business.

2. Within three hundred feet (300') of an R-1, R-3, R-5, R-8 or R-12 zone, with the consent required in subsection F1 of this section and also the written consent of over fifty percent (50%) of the property owners within that part of the R-1, R-3, R-5, R-8 or R-12 zone, which is within three hundred feet (300') of the business; provided further, that such sale is incidental to the operation of an eating establishment.

a. In the case of applicants for new licenses, the applicant shall sign an affidavit of their intent to commence the operation of their eating establishment and continue its operation as a bona fide eating establishment meeting the requirements of this chapter.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 6th day of January, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
AMENDING SECTION 5.08.170 TO EXTEND THE EXEMPTION BOUNDARIES

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.08.170 TO EXTEND THE EXEMPTION BOUNDARIES FOR THE ON-SITE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FROM 5TH TO 7TH STREET; 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, Michael C. Gridley, am the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, AMENDING SECTION 5.08.170 TO EXTEND THE EXEMPTION BOUNDARIES, 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 6th day of January, 2009.

Mike C. Gridley, City Attorney

RESOLUTION NO. 09-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AMENDMENT TO THE CITIZEN PARTICIPATION PLAN AND AMENDMENTS TO THE 2008 CDBG ANNUAL ACTION PLAN INCLUDING CHANGING THE PLAN YEAR FROM JANUARY 1 THROUGH DECEMBER 31 ANNUALLY TO APRIL 1 THROUGH MARCH 31 ANNUALLY; AND A REALLOCATION OF \$70,000 WITHIN EXISTING PROJECT LINE ITEMS.

WHEREAS, pursuant to Resolution No.08-022 adopted the 6th day of May, 2008, the City of Coeur d'Alene authorized a citizen participation plan; and

WHEREAS, on April 8, 2008 Housing and Urban Development Department authorized the City's 2008 CDBG Annual Action plan; and

WHEREAS, a public hearing was held December 16, 2008 on the above noted amendments, and

WHEREAS, the City Council made a motion to approved amendments, as attached hereto as Exhibit 1 and 2, respectively, and incorporated herein by reference; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes an amendment to the Citizen Participation Plan, CDBG Action Plan budget amendments and amend the annual plan year to April 1 through March 31 pursuant to the Exhibits "1" and "2" attached hereto and by this reference incorporated herein.

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

DATED this 6th day of January 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 EDINGER Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

_____ was absent. Motion _____.

City of Coeur d'Alene Citizen Participation Plan

In 2007, the City of Coeur d'Alene became eligible to receive the federal Community Development Block Grant, or CDBG. CDBG is administered at the federal level by the U.S. Department of Housing and Urban Development (HUD). CDBG dollars can be used by cities to address a variety of housing and community development needs within their jurisdictional boundaries.

In order to receive the CDBG, cities must prepare a report called a Consolidated Plan which they will review and update every three to five years. The Consolidated Plan report examines the housing and community development needs of a city, sets priorities for HUD grant monies to which a city is entitled and establishes an annual action plan for meeting current and future needs. Each Consolidated Plan is also required to have a strategy for citizen participation in the Consolidated Planning process.

This document represents the City of Coeur d'Alene's Citizen Participation Plan, which outlines the steps to be taken to assure that its citizens have an opportunity to contribute ideas and information on housing and community development issues to the City's consolidated Planning process and each annual action plan. This Citizen Participation Plan was drafted in accordance with Sections 91.100, 91.105, and 91.505 of HUD's Consolidated Plan regulations.

Citizen Involvement

The Consolidated Plan and Action Plan offers many opportunities for citizen participation. The City will encourage participation of persons with special needs and/or persons who are often underrepresented in public process - e.g., low-income, persons with disabilities, persons who are homeless.

Public forums will be utilized to solicit public input. For the Consolidated Plan, approximately three (3) public meetings will be held during the development of the Plan in various locations throughout the City, with an emphasis on low and moderate income areas. Forums should be held at various locations to insure easy access to the community, the following are possible locations; *the Police Station to the North, City Hall to the South, Fire Station 3 to the East, Lake City Senior Center to the West, additional locations may include The Kroc Community Center (North), the Library (South), Head Start Center (East), and North Idaho College (West)*. All locations will be accessible to persons with disabilities. A minimum of one forum will be held during the day to accommodate persons with disabilities, seniors, and others who have limited ability to attend evening meetings. The City will provide appropriate materials, equipment, and interpreting services to facilitate the participation of non-English speaking person and persons with visual and/or hearing impairments, with at least seven (7) days advance notice prior to the meeting date.

Citizens will be informed of the forums using many methods, including distribution of E-mails, brochures, personal contact with agencies and advocates, announcements on the City's website and CDATV channel, and City press releases.

During the Consolidated Plan process, a housing survey of Coeur d'Alene residents will be distributed through relevant organizations and stakeholders, available on the City's website and at City Hall.

During the Action Plan development, one public forum will be conducted to inform residents of how CDBG was used in past program years, and to collect citizen input about current needs and spending priorities. The forum will be held in a location that is accessible to persons with disabilities.

The City will provide its citizens and other interested individuals and organizations with reasonable and timely access not only to meetings and hearings being held for the purpose of developing these Plans, but also to the records, documents and other information utilized by the City to develop and/or report on the outcomes of the Plans. The public comment period notification will be published between two and three weeks before the Draft Consolidated Plan and/or Action Plan comment period begins.

Public hearings

The City will conduct at least two (2) public hearings before the City Council during the plan year, each of which will occur at a different stage of the Consolidated Plan/Action Plan development process. One public hearing will be held in the City Council Chambers to present the Consolidated Plan goals and priorities and the proposed annual allocation of funding among housing and community development activities. This hearing will be held during the thirty (30) day public comment period. All comments received at this hearing will be considered and incorporated into the Consolidated Plan and Annual Action Plan. Also included in the Final Consolidated Plan will be a summary of all comments not incorporated and their reasons for dismissal.

A second public hearing will be held during development of the Consolidated Plan and/or Action Plan to receive public and stakeholder input about community needs and funding allocations. Hearings will be held during regularly held City Council meetings, during the evening so that a majority of the community can attend. The locations where the hearings will be held will be accessible to persons with disabilities. The City will provide appropriate materials, equipment, and interpreting services to facilitate the participation of non-English speaking person and persons with visual and/or hearing impairments, with at least seven (7) days advance notice prior to the hearing date.

Public Comment

The City will make the Draft Consolidated Plan, Annual Action Plan and Executive Summaries available to interested parties for a comment period of no less than thirty (30) days.

The public comment period notification will be published between two and three weeks before the Draft Consolidated Plan and/or Action Plan comment period begins.

The Draft Consolidated Plan and Annual Action Plan will contain the amount of CDBG assistance the City expects to receive and the activities that are planned for each Consolidated Planning period and for upcoming program years.

The entire Draft Consolidated Plan and Annual Action Plan will be available at City Hall during the full public comment period. The Draft Consolidated Plan and Action Plan will also be available for viewing on the City's website, www.cdavid.org . Hard copies of the Executive Summaries will be available to the public upon request.

Citizens or groups who have attended any of the forums or public hearings will be notified by mail or email of the Consolidated Plan's and Action Plan's availability for comment.

The City will openly consider any comments of individuals or groups received in writing during the Consolidated Planning process or at public hearings. A summary of the written and public hearing comments will be included in the Final Consolidated Plan and Annual Action Plan. Also included in the Final Consolidated Plan will be a summary of all comments not incorporated and their reasons for dismissal.

The City will provide a substantive written response to all written citizen complaints related to the Consolidated Plan, Action Plan, amendments and the CAPER (see below) within fifteen (15) working days of receiving the comments and complaints. Copies of the complaints, along with the City's response will be sent to HUD if they occur outside of the Consolidated Planning process and, as such, do not appear in the Consolidated Plan.

Consolidated Annual Performance and Evaluation Report (CAPER).

Before the City submits a Consolidated Plan Annual Performance and Evaluation Report (CAPER) to HUD, the City will make available to interested parties the proposed CAPER for a comment period of no less than fifteen (15) days. The notification will appear on the City's website and through a press release. The notification will be published between two and three weeks before the CAPER comment period begins. The City shall consider comments or views of citizens receding in writing or orally at public hearing in preparing the performance report. A summary of these comments or views will be attached to the report.

The CAPER will be available for review at City Hall during the full public comment period and on the City's website at www.cdavid.org .

Consultation with Organizations and City Agencies

When preparing the Consolidated Plan, the City will actively consult with public and private agencies that provide housing, health and social services (including those

focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons) in order to ensure that the interests and needs of all groups are being adequately addressed. Additionally, the City shall consult with state and local health and child welfare agencies and examine data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned. This consultation will occur through the regional forums, interviews and/or focus groups conducted with such organizations including those that provide services to special needs populations and incorporation of data and reports produced by such organizations into the Consolidated Plan. At least one focus group or series of interviews with relevant stakeholders will be conducted during the Consolidated Plan and Annual Action Plan.

The City, through its Administration Department and/or their designated consultant, will also provide technical assistance to individuals, and organizations representing low, very low and extremely low income people, who are interested in submitting a proposal to obtain funding for an activity. Such assistance may include offering application guidance, informational resources and trainings regarding the funded programs, but will not include preparing proposals on behalf of such individuals or organizations, nor may it provide any assurances that activities discussed will receive funding under an Action Plan as a result of the City's provision of technical assistance.

Access to Records

As noted previously in this Plan, citizens will have reasonable and timely access to all documents related to the Consolidated Plan. Copies of the Consolidated Plan will be available for review in Administration Department of the City of Coeur d'Alene and for download in an electronic version, at no costs, from the City's web site at www.cdavid.org.

Once the Consolidated Plan is approved by the HUD Field Office, a file copy and other records regarding the Consolidated Plan process will be maintained, as required by statute, at the City of Coeur d'Alene Administration Department for at least five (5) years.

Policy to Minimize Displacement

The City will make every reasonable effort to avoid displacement or, where that is not possible, to minimize the number of person displaced by activities funded through the federal resources described in its Consolidated Plan and Action Plans. In the event that a person is displaced in undertaking an activity, assistance will be offered in accordance with the City of Coeur d'Alene Anti-Displacement Resolution (Res. No. 04-011), on file in the City Clerk's office, as well, as the Federal Uniform Acquisition and Relocation Assistance Act.

Amendments

Occasionally, circumstances warrant amendments to the Consolidated Plan. Amendments are defined as follows:

1. a change in allocation priorities or a change in the method of distribution of funds;
2. carrying out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
3. change in the purpose, scope, location, or beneficiaries of an activity.

Amendments as noted above shall be provided to HUD prior to the end of the program year.

Substantial Amendments: Substantial amendments shall include changes in use of CDBG funds from one eligible activity to another. For the purposes of this section a substantial change in funding allocation shall mean a change that involves an increase or decrease in funding for any activity or project that is greater than twenty percent (20%) of the annual allocation for the program from which the activity or project is being funded. Proposed substantial amendments will be posted to the city website, for a period not less than thirty (30) days.

Citizen participation in the event of a substantial amendment

In the event of a substantial amendment to the Consolidated Plan and/or the Annual Action Plan, the City will conduct at least one public hearing. This hearing will follow a comment period of no less than thirty (30) days, where the proposed, substantially amended plan(s) will be made available to interested parties, upon request. In addition to public hearing notice requirements, citizens will be informed of the public hearing through notification on the City's website (www.cdavid.org).

In the event of substantial amendments to the Consolidated Plan and/or Annual Action Plan, the City will openly consider any comments on the substantially amended Plan(s) from individuals or groups. Comments must be received in writing or during public hearings. A summary of the written and public hearing comments on the substantial amendments will be documented in the final plan(s), which will include those comments not incorporated and the reasons those comments were not incorporated in the plan.

Following completion of the amendment process, a letter requesting the substantial amendment to the City's Consolidated Plan and/or Annual Action Plan, will be submitted to the HUD Portland Field Office for review and approval.

		FUNDING	
ALLOCATION		\$304,576.00	Explanation
ADMINISTRATION	20%	\$60,000.00	Reimburse City of \$23,000 cost of consolidate plan; \$30,000 for administration Contract, \$7000 publications/training
INCREASE HOUSING FOR PURCHASE	0%	\$0.00	
INCREASE HOUSING SPECIAL NEEDS/HOMELESS	52%	\$160,000.00	To be utilized as infrastructure, utilities, and/or leverage for the St. Vincent De Paul 811 project on Fruitland Lane and a future 202 approx. 47 units of subsidized housing
SIDEWALKS	8%	\$24,576.00	Assistance to LMI homeowners that need sidewalk repair/ replacement
NEIGHBORHOOD REVITALIZATION/ CODE ENFORCEMENT	20%	\$60,000.00	\$23,000 to go toward Code Enforcement personnel wages (apprx. 40%); \$27,000 available for home revitalization including weatherization to LMI homeowners; \$10,000.00 for lead testing/abatement
ECONOMIC DEVELOPMENT		\$0.00	No current projects identified. Will look for future partnerships.
TOTAL	100%	\$304,576.00	

PUBLIC HEARINGS

CITY COUNCIL
STAFF REPORT

Date: January 6, 2009

From: Parking Commission via
Troy Tymeson, Finance Director & David Yadon, Planning Director

Subject: **O-8-08 In Lieu Parking Fee Update and expansion to Mid-Town**

Decision Point

The City Council is asked to consider adjustments to the method of determining the In-Lieu Parking fee and expansion of program into the Mid-Town area.

History

In Lieu Parking Fee Update

Over two decades ago the City adopted an option of providing a fee to the city "In-Lieu" of constructing parking spaces in the downtown.

Section 17.05.727 of the municipal code states that the city council "adopt a resolution setting out the value of off street parking spaces *based on acquisition and construction costs of a surfaced parking lot* designed and constructed to standards then in effect in Coeur d'Alene. Such costs and value shall be reviewed at least every three (3) years by the city council."

The Parking Commission has recently recommended an update of a fee in-lieu of parking space. During that process the Commission examined the methodology of determining that fee based on a review of present practice as provided in the 2007 Comprehensive Parking Study by Rich and Associates. Of the range of options presented, the Parking Commission recommended that the fee is designed to be within 20% of the market value of the land. (Property value per square foot multiplied by 350 square feet (the size of a parking stall and a portion of the access drive).

In order to utilize the proposed methodology, the City Council must also amend the zoning ordinance.

Establishment of Fee In-Lieu of Parking in Mid Town

The Parking Commission also considered a request by a property owner in the Mid-Town district to provide for a parking fee option in that area.

In a review of current practice the commission re-enforced earlier ideas that In areas of more intense activity or where the community wants to promote density, requiring each use to provide separate parking facilities can degrade the pedestrian environment, limit density, and encourage drivers to drive from one site to the next rather than parking once and walking between nearby destinations.

"Using in-lieu fees and centralized garages can:

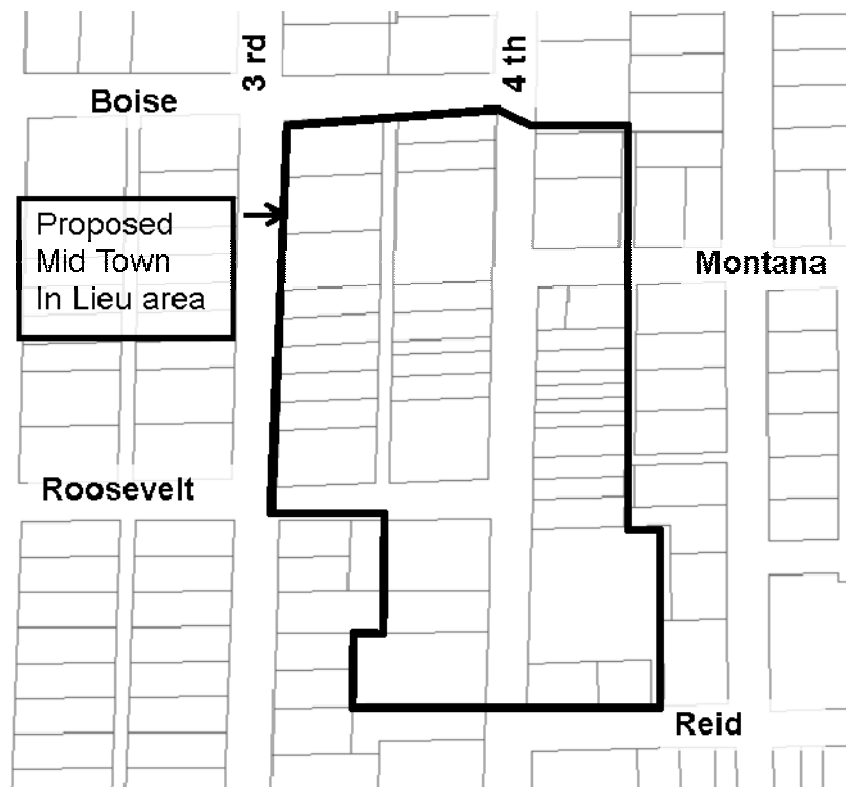
- Reduce overall construction costs;

- Avoid construction of awkward, unattractive onsite parking that could compromise historic buildings;
- Increase public access to convenient parking;
- Ensure that parking facilities will be used more efficiently; and
- Encourage better urban design with streetscapes uninterrupted by parking lots and driveways.”

(U.S. Environmental Protection Agency, *Parking Spaces / Community Places: Finding the Balance Through Smart Growth Solutions*.)

The recently completed parking study by Rich and Associates also endorsed the fees in lieu of concept.

The Parking Commission recommended that the following area be eligible for fee in lieu of parking.



In addition, the staff believes that extending the distance an off-site parking stall can be provided be extended from 400 feet to 1000 feet. This would match the existing standard in the downtown and is considered to be an easy five minute walk.

On October 21, 2008 the City Council elected to “move forward with the recommendation of the Parking Commission regarding fees-in-lieu of parking.” On November 25, 2008, the Planning Commission recommended approval of the requests.

Performance Analysis

Comprehensive Plan reference pages including: 19 (3.07), 30, 31, 41, 43

Decision Point Recommendation

The City Council is asked to approve:

1. The fee in-lieu of parking space to be within 20% of the market value of the land. Property value per square foot multiplied by 350 square feet (the size of a parking stall and a portion of the access drive).
2. That the provision of allowing fee in-lieu of parking spaces be established in the mid-town area as defined;
3. Modification of the maximum distance to off-site parking in the mid-town area from 400 feet to 1000 feet.

Applicant City of Coeur d'Alene
Request: Fees in Lieu of Parking

- a. Change the method of establishing fee
- b. Establishing the Fee in Lieu of parking in Mid-town and establishing distance to parking
LEGISLATIVE (0-8-08)

Planning Director Yadon presented a power point how Fees in Lieu of Parking were established in the Downtown Core. He explained that earlier this year, the Parking Commission received a letter from Mr. Rucker, who owns a building on the corner of Reid and 4th Street, and had a tenant interested in expanding. Mr. Rucker approached the owner of the building located directly behind their building to see if they would be interested in selling, so his tenant would have the room to for the expansion plus meet the requirement for off street parking. The owner of building did not want to sell, so his tenant could not expand. Mr. Rucker was aware of the In Lieu of Parking for the Downtown Core and wrote the letter to the Parking Commission to see if mid-town could be part of that process. The Parking Commission felt that this was an important issue and formed a sub-committee to discuss the possibility of establishing fees in lieu of parking for this area. After numerous meetings they chose a formula from one of the options listed from the Comprehensive study done in 2007 by Rich and Associates.

Commissioner Luttrupp commented that he feels this process is a win/win situation for the city and the developer.

Commissioner Razor inquired as to where the money would be kept once these fees are collected.

Deputy City Attorney Wilson explained that the fees will remain in a separate city fund, to be used only to acquire property needed for parking spaces.

Commissioner Messina questioned if the city will set a limit to the number of parking spaces a developer is allowed to purchase.

Planning Director Yadon answered that there is not a limit to the number of parking spaces presented in the ordinance. He explained that the formula used by the city is based on the use of the building and the maximum floor area ratio. He added that when these two things are combined, it will give the number of parking spaces required for that business.

Deputy City Attorney Wilson commented that if this process is approved, it will be reevaluated in three years.

Commissioner Luttrupp inquired regarding the new fee for a parking space in mid-town.

Planning Director Yadon explained that the fee will be calculated using one of the options listed in the parking study by Rich and Associates that will base the fee within 20% of the market value of the land.

Commissioner Evans commented that this was a great option for small businesses to compete with other developers in this area, but had concerns that \$5,000 per parking space is a little steep for a small business working within a budget.

Troy Tymeson, City Finance Director, explained that this fee will be used as a tool by developers wanting to develop in mid-town.

Public testimony open.

Susie Snedaker commented that she has lived in this area for many years, and feels there have been concerns regarding the amount of parking in this area. She commented that the buildings located from Reid to Montana share the alley behind their buildings, and feels if these businesses decide to expand, parking would be eliminated behind their buildings, so people will be forced to park in the alley or across the street. She feels this ordinance does not mandate that any of those parking spaces be maintained as parking spaces and feels that should be changed. She added that people who want to park in this area will circle around and either park across the street in a lot owned by LCDC or park in the alley. She commented that if parking is eliminated in the front of the businesses, plus in the back, everyone will be forced to park across the street. She noted at the last LCDC meeting it was discussed that Diamond parking will be overseeing that lot. She commented that she would like the commission to consider an ordinance stating that some of those lots onsite will be mandated.

Lynn Schundel commented that he lives in mid-town and was not aware of any discussion of fees in lieu of parking in previous meetings. He commented that he is not against this proposal, but feels input from people living from Harrison to Lakeside would have been beneficial. He added that he disagrees with the proposed boundary, but is most concerned how this change will affect the people who live on Third Street. He explained that the lack of parking on 4th street will overflow to parking available on the west side of Third Street, eliminating the parking spaces for the residents who live on Third Street.

Commissioner Luttrupp inquired regarding the amount of the fee given per parking space in the Downtown Core.

Mr. Tymeson answered that those fees in the Downtown Core were established in 1993, and for the first 25 spaces, the fee is \$1,000, and for 26 - 50 spaces, the fee is \$1,050 per space.

Commissioner Luttrupp commented that 1,000 feet is longer than the current district boundary. He feels in downtown this could work and feels maybe this number is greater for mid-town.

Commissioner Messina inquired if the fees for both mid-town and downtown parking spaces are a set fee or would they be based on a sliding scale and not necessarily the numbers presented.

Mr. Tymeson explained that those fees discussed tonight need to go forward for public hearing on December 2, 2009, for consideration by City Council.

Vice-Chair Bowlby inquired if staff could remember if the subject of Fees in Lieu of Parking was ever discussed at the previous meetings regarding mid town.

Mr. Tymesson commented that he remembers maybe one meeting he attended where fees were discussed and explained that communication could have been better. He added that the city was not aware of the available lot in this area until after most of the meetings were completed.

Vice-Chair Bowlby commented that this proposal does not discuss employee parking and inquired if staff could explain.

Planning Director Yadon commented that it does not require a certain parking for employee parking on-site. He added that if this is a concern, the commission could require a set percentage to be retained for employee parking.

Commissioner Luttrupp commented that he is not comfortable with the boundary proposed at 1,000 feet and feels it should be reduced between 400 to 500 feet, and feels that if allowed; it is bigger than the mid-town area.

Motion by Razor, seconded by Evans, to approve Item 0-8-08. Motion approved.

ROLL CALL:

Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Razor	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

David L. Rucker
P.O. Box 3270
Coeur d' Alene, ID 83816

June 14, 2007

Mr. Dave Yadon
Planning Director
City of Coeur d' Alene
710 E. Mullan Ave.
Coeur d' Alene, ID 83814-3958

Re: Parking requirements for Mid Town area

Dear Dave,

You'll recall that I am the owner of a building located at 700-728 N. 4th Street in CDA. The building is located on the N.E. corner of Reid and 4th street. I purchased the property about two years ago and over the past year have been aggressively working at making a number of improvements to the property.

I was successful in attracting a tenant, Angelo Brunson, who had already proven himself as a successful restaurant operator in the Mid Town area with his restaurant, Angelos. Due to the lack of parking on my property, we limited his space to 1000 square feet, per the city requirements for a new restaurant that does not provide on site parking,

The situation is one of "good news and bad news". The restaurant, Bambino's has been extremely successful, to the point where many diners are turned away due to lack of seating capacity and Angelo feels that this will turn off his customer base over the long haul. I have the space available in the building to allow him to increase his space by another 1200-1400 square feet. This would give Bambino's the seating they need while contributing to the further improvement of Mid Town by bringing more diners to an area that is already extremely pedestrian friendly by virtue of being surrounded by residential housing.

I have made attempts to purchase the property to the rear of my building, but have been unsuccessful as the owners are not interested in selling. I have had (and continue to have) some negotiations with other neighboring property owners, but to date, have not made any deals that will allow me to provide parking at cost that is not prohibitive.

In our discussions about my situation, we discussed the topic of "in lieu of parking" where the property owner could pay the city a fee for each parking spot that is not provided. You mentioned that while this program was available in the Downtown CDA area, it was not yet available in the Midtown section.

I discussed this situation with Mr. Tony Berns of the Lake City Development Corporation and he was very interested as the LCDC has targeted Mid Town as one of the areas they are trying to help stimulate. Mr. Berns indicated that the LCDC would support an expansion of the "in lieu of " program to include the MidTown area.

When you look at the various commercial properties in the four block section of Fourth Street, very few can provide on-site parking. However, there are literally hundreds of homes that are within walking distance to this small commercial area. Interestingly, I spoke with Angelo, the owner of Bambino's and he specifically said that the lack of parking was not a major issue with his customers. My point is that many of the customers likely walk to the restaurant and those that do drive can easily find parking in the area.

From a timing standpoint, I now have a vacant space adjacent to Bambinos and would love to remodel it to accommodate the expansion of this restaurant, but will not be able to do so unless the parking issue can be addressed.

For all of these reasons I am asking that the City of Coeur d' Alene consider expanding the "in lieu of" parking program to include the Mid Town section of Coeur d' Alene. This change would help me in my attempts to improve my property while giving other property owners the opportunity to help create a vibrant Mid Town in Coeur d' Alene.

Thank you for any assistance you can provide.

Sincerely,

A handwritten signature in cursive script that reads "Dave Rucker".

Dave Rucker

CC: Mr. Tony Berns
Lake City Development Corporation
P.O. Box 3450
Coeur d' Alene, ID 83816-2510

COUNCIL BILL NO. 09-1002
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.727 AND 17.07.930 TO AMEND THE METHOD OF DETERMINING THE IN-LIEU PARKING FEE AND EXPANSION OF PROGRAM INTO THE MID-TOWN AREA; 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 Parking Commission and the Planning and Zoning Commission, 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. *Coeur d'Alene Municipal Code Section 17.05.727 is hereby amended to read as follows:*

17.05.727: BASIC DEVELOPMENT STANDARDS; FEES IN LIEU OF PARKING:

Instead of furnishing the off street parking spaces required for uses within the DC district, in lieu payments may be made as set forth in this section.

- A. Fee Established: The city council shall, after public hearing, adopt a resolution setting out the value of off street parking spaces. The fees, at the time of adoption, should reflect the cost of acquiring property within the DC district for the construction of parking stalls based on the average tax assessed market valuation of property within the district. The fee is to be calculated as follows: average tax assessed property value per square foot multiplied by 350 square feet (the size of a parking stall and a portion of the access drive). ~~based on acquisition and construction costs of a surfaced parking lot designed and constructed to standards then in effect in Coeur d'Alene. Such costs and value~~ The adopted fee shall be reviewed at least every three (3) years by the city council.
- B. Payment Of Fee: An applicant for payment of in lieu costs instead of providing parking shall pay an amount equivalent to the costs and value of one parking lot space for each space of off street parking required for the proposed use by this chapter. Such payment of fees in lieu of parking shall be made in conjunction with the issuance of a building permit pursuant to section 17.44.130 of this title. To fulfill the total parking requirement, an applicant may

utilize a combination of ~~fees in lieu of parking spaces and actual spaces and fees in lieu of parking up to the following limits: , subject to resolution established by the city council.~~

1. If eight (8) or fewer parking spaces are required, all of the parking spaces may be replaced with fees in lieu..
2. If nine (9) to twenty (20) required parking spaces are required, 60% (rounded up to the next space) of the spaces may be replaced with fees in lieu.
3. If twenty-one (21) to forty (40) parking spaces are required, 50% (rounded up to the next space) of the spaces may be replaced with fees in lieu.
4. Fees in lieu may not be used to replace parking spaces above forty (40) spaces.

C. Fund To Be Established: The city council shall set up a special fund for revenues received from such payment of fees. Said revenues shall be used only for the purpose of providing public parking facilities reasonably related to serving the ~~central business~~ DC district by way of purchase of necessary land or improving such land for public parking purposes.

D. Refund Of Fee If Unused: If such fees have not been utilized for the stated purpose within fifteen (15) years of payment, or if a project or land acquisition negotiations have not commenced for which the fees would be spent, such fees with interest shall revert to original subdivider or its successor in interest unless the city and the developer or its successor in interest agree in writing to an alternative method to provide public parking facilities, land, or parking spaces. Interest shall accrue at the average rate of interest received by the city for funds invested in the Idaho state investment pool for the period of time the city holds the fees paid in lieu of providing parking spaces.

E. Certificate: An applicant for payment of in lieu costs shall, with payment of fees in lieu of off street parking, receive one nontransferable certificate for each space of off street parking which would otherwise be required by the terms of this chapter.

F. Changes Requiring Parking: Off street parking and/or fees shall only be required for:

1. Existing Use: For the amount a building is expanded above and beyond one hundred twenty five percent (125%) of the existing gross floor area;
2. Vacant Lot: Any new use(s);

3. Off Street Parking And Loading: The number of off street parking spaces and loading berths shall be fifty percent (50%) of the standards specified in sections [17.44.030](#) through 17.44.090 and [17.44.500](#) through [17.44.540](#) of this title.

SECTION 2. *Coeur d'Alene Municipal Code Section 17.07.930 is hereby amended to read as follows:*

17.07.930: PARKING STANDARDS:

A. Residential Uses: The parking requirements for residential uses within the infill districts shall be as follows:

Residential Type	MO And DO-E Districts	DO-N District
Elderly housing	0.5 spaces per unit	0.5 spaces per unit
Studios	1.0 space per unit	1.0 space per unit
1 bedroom	1.0 space per unit	1.0 space per unit
2 bedrooms	1.75 spaces per unit	1.5 spaces per unit
3 bedrooms	2.5 spaces per unit	2.0 spaces per unit
4 or more bedrooms	1.0 space per bedroom	1.0 space per bedroom

B. Commercial And Other Uses:

1. General Requirement: For commercial and other nonresidential uses, one off street parking stall shall be provided for each three hundred thirty (330) square feet of interior floor area.
2. Exception: Restaurants with more than one thousand (1,000) square feet shall provide one stall per each two hundred (200) square feet of interior floor area.

C. Shared Parking: If different uses within a development share parking, the planning director may reduce the total amount of required parking by up to twenty percent (20%).

D. MO District Off Site Parking: Notwithstanding the distance requirements of section [17.44.250](#) of this title, parking in the MO district may be located off site, so long as it is within one thousand feet (1,000') of the property, is connected to the property by sidewalks or walkways, and is tied to the site by a contractual agreement. The agreement must run with the land and not be terminable without the prior authorization of the city council.

E. MO District Fees In Lieu Of Parking: Instead of furnishing the off street parking spaces required for uses within that portion of the MO district depicted in this section, in lieu payments may be made as set forth in this section.

1. Fee Established: The city council shall, after public hearing, adopt a resolution setting out the value of off street parking spaces. The fees, at the time of adoption, should reflect the cost of acquiring property within the in lieu parking area of the MO district for the construction of parking stalls based on the average tax assessed market valuation of property within the district. The fee is to be calculated using the formula found in Municipal Code Section 17.05.727(A). The adopted fee shall be reviewed at least every three (3) years by the city council.

2. Payment Of Fee: An applicant for payment of in lieu costs instead of providing parking shall pay an amount equivalent to the costs and value of one parking lot space for each space of off street parking required for the proposed use by this chapter. Such payment of fees in lieu of parking shall be made in conjunction with the issuance of a building permit pursuant to section 17.44.130 of this title. To fulfill the total parking requirement, an applicant may utilize a combination of actual spaces and fees in lieu of parking up to the following limits:
 - a. If eight (8) or fewer parking spaces are required, all of the parking spaces may be replaced with fees in lieu.
 - b. If nine (9) to twenty (20) parking spaces are required, 60% (rounded up to the next space) of the spaces may be replaced with fees in lieu.
 - c. Fees in lieu may not be used to replace parking spaces above twenty (20) spaces.

3. Fund To Be Established: The city council shall set up a special fund for revenues received from such payment of fees. Said revenues shall be used only for the purpose of providing public parking facilities reasonably related to serving the in lieu parking area of the MO district by way of purchase of necessary land or improving such land for public parking purposes.

4. Refund Of Fee If Unused: If such fees have not been utilized for the stated purpose within fifteen (15) years of payment, or if a project or land acquisition negotiations have not commenced for which the fees would be spent, such fees with interest shall revert to original subdivider or its successor in interest unless the city and the developer or its successor in interest agree in writing to an alternative method to provide public parking facilities, land, or parking spaces. Interest shall accrue at the average rate of interest received by the city for funds invested in the Idaho state investment pool for the period of time the city holds the fees paid in lieu of providing parking spaces.

5. Certificate: An applicant for payment of in lieu costs shall, with payment of fees in lieu of off street parking, receive one nontransferable certificate for each space of off street parking which would otherwise be required by the terms of this chapter.

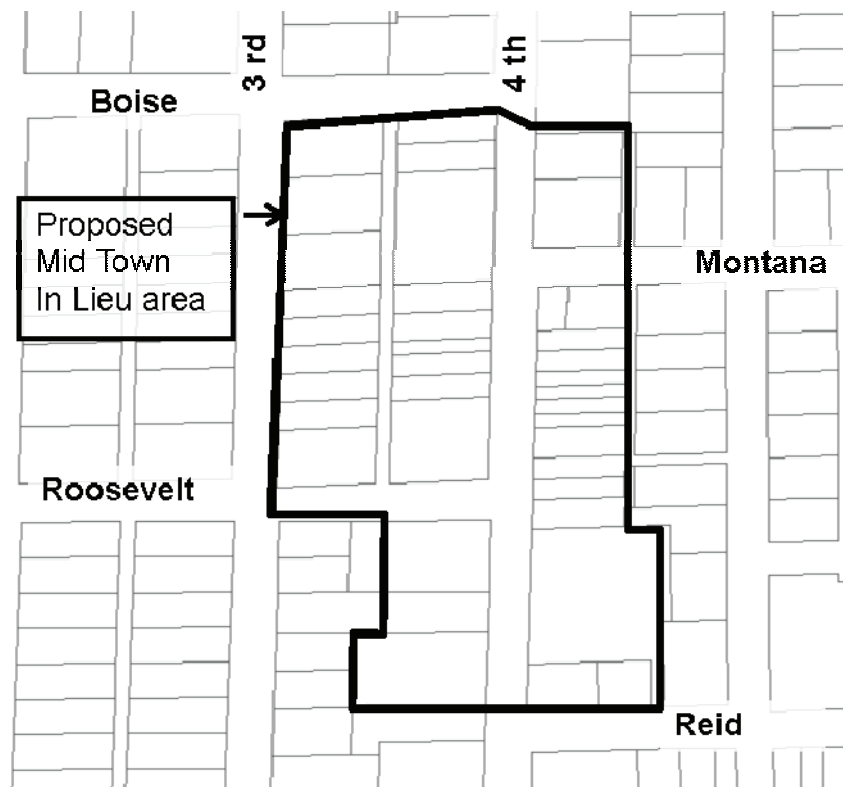
6. Changes Requiring Parking: Off street parking and/or fees shall only be required for:

a. Existing Use: For the amount a building is expanded above and beyond one hundred twenty five percent (125%) of the existing gross floor area;

b. Vacant Lot: Any new use(s);

c. Off Street Parking And Loading: The number of off street parking spaces and loading berths shall be fifty percent (50%) of the standards specified in sections [17.44.030](#) through [17.44.090](#) and [17.44.500](#) through [17.44.540](#) of this title.

7. Mo District Fees In Lieu Of Parking Boundary: The boundary of the MO district fees in lieu of parking area is:



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 6th day of January, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

AMENDING SECTIONS 17.05.727 AND 17.07.930

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.727 AND 17.07.930 ADJUST THE METHOD OF DETERMINING THE IN-LIEU PARKING FEE AND EXPANSION OF PROGRAM INTO THE MID-TOWN AREA; 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 SECTIONS 17.05.727 AND 17.07.930 TO AMEND THE METHOD OF DETERMINING THE IN-LIEU PARKING FEE AND EXPANSION OF PROGRAM INTO THE MID-TOWN AREA, 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 6th day of January, 2009.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

December 22, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Sid Fredrickson, WW Supt.
Warren Wilson, Deputy City Atty
Jim Dunn, WW Project Manager.
Amy Ferguson, Exec. Assistant
Troy Tymesen, Finance Director

GUESTS

None

Item 1 Agreement for Professional Engineering Services with JUB Engineering, Inc.
Consent Calendar

Jim Dunn, Wastewater Project Manager, presented a request for authorization of an agreement with JUB Engineers, Inc. for professional engineering services for the 2008-2009 Wastewater Collection System Capital Improvements. Mr. Dun explained that staff was previously authorized by council to proceed with negotiating a new contract with JUB for collection system capital improvements including the rehabilitation of infrastructure, sewer lines, manholes, inflow identification and reduction, and the GIS program. The total contract amount is \$158,600.00. Councilman Hassell asked about the schedule for completion of the project. Mr. Dunn said that JUB has already completed a little preliminary work, and will start right away with some surveying. He also confirmed that the engineering fees include planning and review of pipe that can be rehabilitated, a topographic survey and profile for open trench, and analyzing the depth of laterals to make sure they have a good flow. Once the engineer gives their professional estimate of the cost of the capital improvements, the projects are prioritized by the Wastewater Department for the next year.

MOTION by McEvers, seconded by Hassell, to recommend Council Approval of Resolution No. 08-___ authorizing an agreement with JUB Engineers, Inc. for professional engineering services for the Wastewater Collection System Capital Improvements not to exceed a total cost of \$158,600.00.

Item 2 Approval to Bid Stormwater Pump Station Rebuild
Consent Calendar

Sid Fredrickson, Wastewater Superintendent, presented a request for approval of bid documents and authorization to go to bid for the stormwater pump station located at the Wastewater Treatment Plant. He said that in early 2008 the Council authorized the rebuild of the pump station. The pump station is estimated to cost \$187,000, plus the cost of the electric generator and switch gear of \$70,000, for a total of \$257,000.00. Mr. Fredrickson explained that the pump station is part of the stormwater utility.

MOTION by McEvers, seconded by Kennedy, to recommend Council approval of the bid documents and authorizing bid of the stormwater pump station located at the Wastewater Treatment Plant.

* * * * *

SNOW REMOVAL PROGRESS REPORT

Jon Ingalls, Deputy City Administrator, reported on the progress of the City's snow removal efforts. He said that as of today at 4:00 a.m., the Street Department began a second citywide plow operation. By 9:00 a.m. the arterials, collector streets and hills were done, and they began work on the residential streets. Mr. Ingalls reported that it will take the balance of tonight and part of tomorrow to complete the residential sections.

Mr. Ingalls explained that a typical winter in North Idaho includes seven storms, with an average snowfall of 7 inches. During a typical snow storm it takes about 30 hours for a complete city-wide plow. Mr. Ingalls said that the budget is not really the story in that it is not unusual to have had four citywide snow plows by this time of year. The story is the severity of this particular storm. The city received 34 inches, which is an all time record. The city has also received some complaints, but not a huge number. Mr. Ingalls said that his sense is that a vast majority of folks understand that this is an absolutely extreme situation. The city was faced with some tough choices last week and suspended the use of the snow gates. The snow gates normally do a great job, but with the large amount of snow received, they were ineffective. Mr. Ingalls explained that the first priority in a storm of this magnitude is to get things opened up. Until there is a pattern change in the weather, Mr. Ingalls asked for patience, flexibility, and good old-fashioned neighborliness.

Councilman Hassell asked that citizens try as much as possible to make their sidewalks passable and asked private snow plowers not to push their snow into the private sidewalks and onto the street. Mr. Ingalls confirmed that if a snow lands in private property, that is where it is supposed to stay. Removal of the snow to other locations is illegal and creates problems for other people. He further said that sometimes just a little goat trail on the sidewalks is better than nothing.

Mr. Ingalls explained that the snowgates do not work when there is such a large volume of snow because the snow swims around the blade. In addition, the snow gate itself has to chop through the snow and because of the volume of snow the machine literally doesn't operate. Equipment does not exist to do the level of service for a 32 inch event that they do for a 7 inch event.

Mr. Ingalls also commented on some of the parked cars that are buried with snow. He advised citizens who have a car that is buried to at least clear the car enough so that snow plow operators can see that it is a car and not a snow mound. Councilman Hassell reminded citizens to shovel out their fire hydrants so that the firefighters can find them if needed.

The alley garbage pickup has been suspended for at least the foreseeable future and citizens are asked to bring their garbage cans to the street until further notice. The garbage pickup will also be one day late due to the holidays.

Mr. Ingalls further noted that the streets have been working 12 hours on, 12 hours off, and will work through Christmas if they need to. They have also been receiving help from the Water Department,

Wastewater Department, and Parks Department. Crews are out 24/7 during an event like this and the equipment literally never shuts down.

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison