

Coeur d'Alene

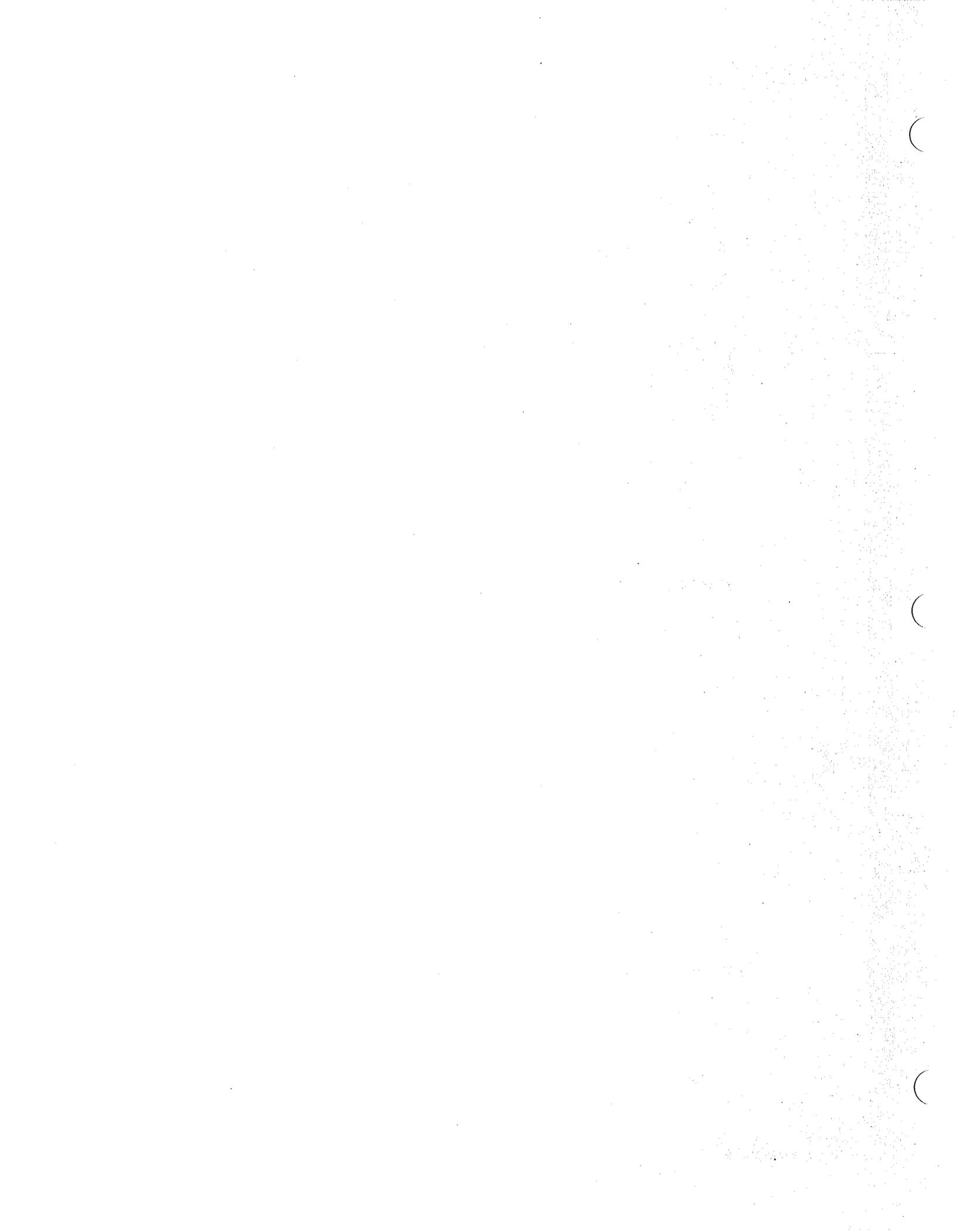
CITY COUNCIL MEETING

January 17, 2006

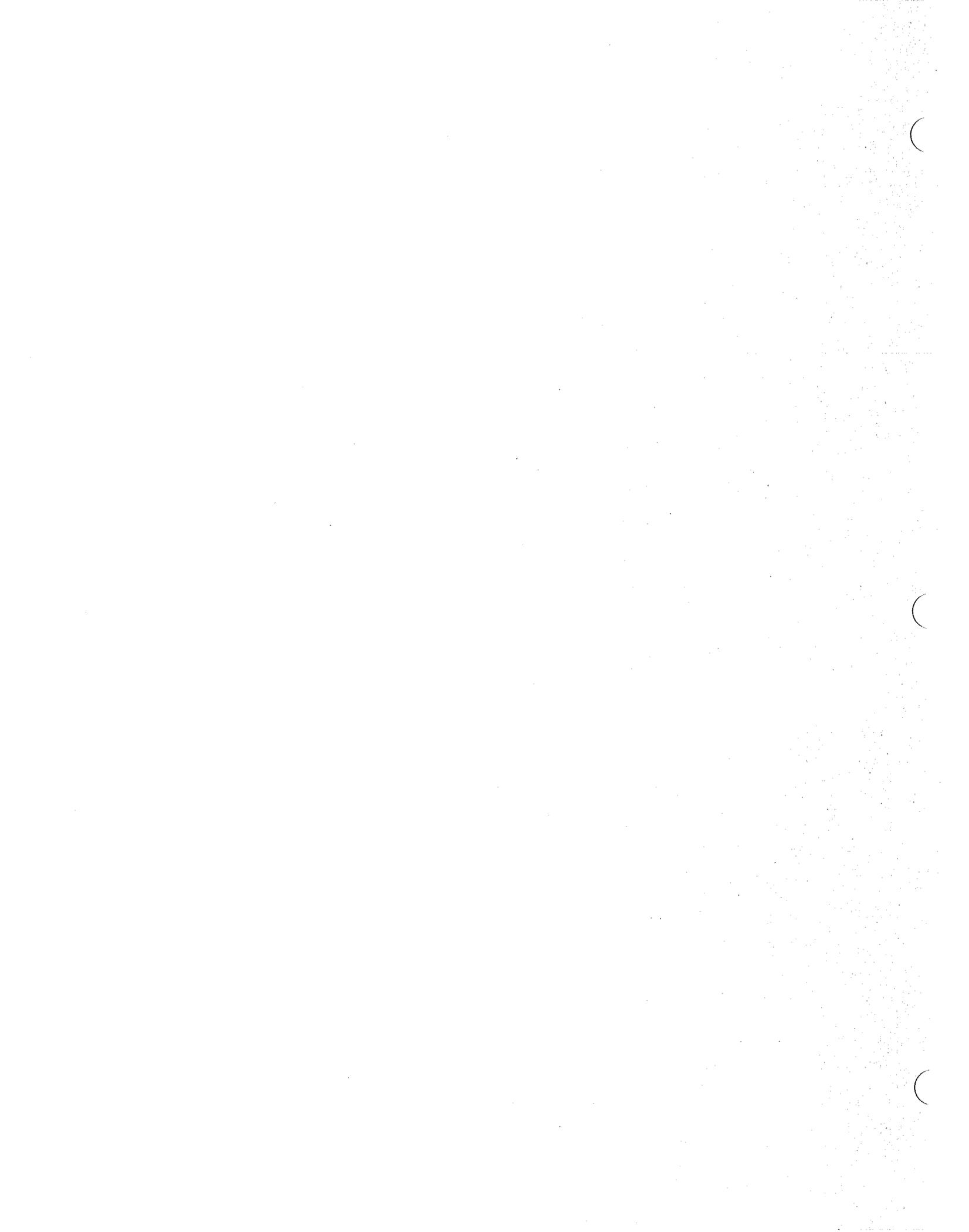
MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy



CONSENT CALENDAR



**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
JANUARY 3, 2006**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall January 3, 2006 at 12:00 noon, there being present upon roll call the following members:

Sandi Bloem, Mayor

Ben Wolfinger)	Members of Council Present
Woody McEvers)	
A. J. Al Hassell, III)	
Deanna Goodlander)	
Ben Wolfinger)	
Dixie Reid)	

Ron Edinger) Members of Council Absent

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

INVOCATION was led by Mark McWhorter from the Church of the Nazarene.

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

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

CONSENT CALENDAR: Motion by Reid, seconded by Wolfinger to approve the Consent Calendar as presented.

1. Approval of minutes for December 20, 2005.
2. Setting the Public Works Committee and General Services Committee meeting for January 9, 2006 at 4:00 p.m.
3. RESOLUTION 06-001: 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 CHANGE ORDER NO. 1 WITH L & L CARGILE FOR THE 4TH STREET RECONSTRUCTION PROJECT; APPROVAL OF S-6-03 ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE / WARRANTY AGREEMENT FOR BOLIVAR 1ST ADDITION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NWS TRAFFIC ENGINEERING FOR THE KATHLEEN AVENUE / ATLAS ROAD TRAFFIC SIGNAL DESIGN.

4. S-10-05 – Final Plat Approval for Canfield Commons Condominiums
5. Approval of cemetery lot transfer from Francis and Virginia Wiener to Robert King

ROLL CALL: Wolfinger, Aye; McEvers, Aye; Reid, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

COUNCILMAN WOLFINGER COMMENDED: Council President Reid thanked Ben Wolfinger for a job well done as City Councilman. She noted that he has always been prepared and he did his homework well.

COUNCILMAN WOLFINGER COMMENTS: Councilman Wolfinger commented that the past five years have been a wonderful experience, although they have not always been easy with such issues as budget cuts, personnel issues, etc. He thanked his fellow council members for being such a great team.

RESOLUTION NO. 06-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #11 TO THE CONTRACT WITH POE ASPHALT PAVING, INC. FOR THE CHERRY HILL PARK, PHASE I PROJECT AND DIRECTING STAFF TO PREPARE A CHANGE ORDER #11 AGREEMENT FOR SIGNATURE.

Motion by Hassell, seconded by Goodlander to adopt Resolution 06-002.

ROLL CALL: Reid, Aye; McEvers, Aye; Goodlander, Aye; Hassell, Aye; Wolfinger, Aye. Motion carried.

PRESENTATIONS:

BEN WOLFINGER COMMENDED: Council President Reid presented outgoing Councilman Ben Wolfinger with a plaque expressing the Mayor, Council, City staff, and citizens' appreciation for his 5+ years of service as a City Councilman. Mayor Bloem noted his quote in the newspaper that he had so much on his plate that he believes he hasn't been able to give what he should have to any one project; she disagreed with his statement noting that he was always prepared and did his homework.

DIXIE REID PRESENTED WITH BOUQUET: Mayor Bloem presented Council President Dixie Reid with a bouquet of roses for her years of support as Council President and also as a friend.

EXECUTIVE TEAM PRESENTS GIFT TO BEN WOLFINGER: On behalf of the Executive Team, Wendy Gabriel, presented outgoing Councilman Wolfinger with a gift in appreciation of all his work for the City.

SID FREDRICKSON PRESENTATION: Sid Fredrickson presented Ben Wolfinger a certificate from the Wastewater Treatment Plant making him an honorary wastewater operator.

COUNCIL MEMBERS COMMEND COUNCILMAN WOLFINGER: Councilmen McEvers, Hassell and Goodlander thanked Ben for his support and leadership on the City Council for the past 5 years. Mayor Bloem noted that great leaders create greater leaders and Ben Wolfinger has done that.

OATHS OF OFFICE: City Clerk Susan Weathers gave the oath of office to Mayor Bloem and incoming Councilmen McEvers, Goodlander and Kennedy.

ROLL CALL: City Clerk Susan Weathers completed the roll call of the new council with the following members being present: Dixie Reid, Al Hassell, Mike Kennedy, Woody McEvers and Deanna Goodlander. Councilman Edinger was absent.

ELECTION OF COUNCIL PRESIDENT: Motion by Reid, seconded by Goodlander to appoint Ron Edinger as Council President. Motion carried.

APPOINTMENTS TO GENERAL SERVICES AND PUBLIC WORKS COMMITTEES: Mayor Bloem appointed Deanna Goodlander as the Chairman of the General Services Committee with Ron Edinger and Al Hassell serving on that committee. She re-appointed Dixie Reid as Chairman of the Public Works Committee with Woody McEvers and Mike Kennedy serving on that committee.

OTHER APPOINTMENTS: Mayor Bloem appointed Deanna Goodlander to the Arts Committee to replace Ben Wolfinger. She announced that all other assignments previously made stand as is except Councilman Kennedy will replace Ben Wolfinger as Council liaison to Finance and Legal and as a Council representative for Kootenai Perspectives.

APPOINTMENT – SIGN BOARD: Motion by Reid, seconded by McEvers to appoint Ben Wolfinger to the Sign Board. Motion carried.

INCOMING COUNCIL COMMENTS: Re-elected Councilman McEvers thanked everyone especially Dixie Reid for all their help in the past four years in helping him learn the details of becoming a City Councilman. He also thanked everyone who voted for him and promised that he will continue to ask probing questions.

Councilman Goodlander thanked everyone for their support and promised to do her best to work hard for the City in the future.

Councilman Kennedy thanked Ben Wolfinger for his service. He also thanked family, friends and supporters. He looks forward to working with the Council and staff but asked for help as he will need some time to get up to speed. He commented that he understands that he works for the people and not one group and invited citizens to contact him at his new city e-mail address at mkennedy@cdaid.org.

Mayor Bloem commented that, it has been a fast four years and is honored and humbled to be able to continue to work for the citizens for another 4 years.

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

The meeting adjourned at 12: 24 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
JANUARY 3, 2006**

The regular session of the City Council of the City of Coeur d'Alene, at the Coeur d'Alene City Hall January 3, 2006 at 6:00 p.m., there not being present upon roll call a quorum, this meeting was adjourned.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk



RESOLUTION NO. 06-003

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 ENCROACHMENT PERMIT WITH THE OWNER OF CASA SAVIE; DECLARATION OF ZERO VALUE SURPLUS PROPERTY FROM INFORMATION TECHNOLOGY; APPROVAL OF THE DESTRUCTION OF RECORDS FROM THE LEGAL DEPARTMENT; APPROVAL OF AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH ACCESSIBILITY DEVELOPMENT ASSOCIATES, INC. AND APPROVAL OF S-05-04 ACCEPTANCE OF IMPROVEMENT AND MAINTENANCE/WARRANTY AGREEMENT FOR MILL RIVER 2ND AND 3RD ADDITIONS.

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

- 1) Approval of an Encroachment Permit with the owner of Casa Savie;
- 2) Declaration of Zero Value Surplus Property from Information Technology;
- 3) Approval of the Destruction of Records from the Legal Department;
- 4) Approval of an Addendum to the Professional Services Agreement with Accessibility Development Associates, Inc.;
- 5) Approval of S-05-04 Acceptance of Improvement and Maintenance/Warranty Agreement for Mill River 2nd and 3rd Additions;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 5" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 17th day of January, 2006.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

_____ was absent. Motion _____.

GENERAL SERVICES COMMITTEE

DATE: January 9, 2006
FROM: Susan Weathers, Municipal Services Director
SUBJECT: Encroachment Permit Agreement – Casa Savie

DECISION POINT:

Would the City Council approve an agreement with the owner of Casa Savie to encroach upon public right-of-way for the placement of a wrought iron bench on the sidewalk in front of the store?

HISTORY:

In the past, the Council approved encroachment agreements with the owners of Shabby to Chic Shoppe for the placement of flower pots on the sidewalk and Café Doma for the placement of a Moose on the sidewalk in front of their café. Today, Tamara O'Connor, is asking for permission from the City to permanently keep a wrought iron bench on the sidewalk in front of her store located at 107 N. 4th Street. She is willing to enter into an encroachment agreement with the City including maintaining liability insurance and holding the City harmless for any damages as a result of the placement of the bench.

The city requires an effective sidewalk width of 42 ½" be maintained in the Downtown area. The bench would maintain 92" between obstructions.

FINANCIAL ANALYSIS:

The cost of the placement and maintenance of the bench would be the responsibility of the owners.

PERFORMANCE ANALYSIS:

From time to time, the City Council has permitted encroachments onto public rights-of-way such as the fire escape at the former Masonic Temple and the placement of flower boxes on the exterior of the building located at 115 N. 2nd Street and in front of the Shabby to Chic Shoppe at 806 N. 4th Street. Staff is recommending that the agreement include but not be limited to the following terms if the Council chooses to allow this encroachment:

1. The City shall have the right to terminate this permit for any reason.
2. The Permittee shall hold the City harmless from any liability resulting from the encroachment including maintenance thereof.
3. The Permittee shall maintain liability insurance naming the City as an additional insured.
4. The Permittee shall not encroach beyond the maximum limits and is allowed only for the purposes of maintaining the flower pots at this location.

DECISION POINT/RECOMMENDATION:

It is recommended by staff that the General Services Committee recommend approval of an encroachment agreement with the owner of Casa Savie.

ENCROACHMENT PERMIT

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City", hereby grants permission to **Tamara O'Connor**, owner of **Casa Savie**, it's principle place of business at 107 N. Sherman Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Permittee", to encroach on public right-of-way by placing a wrought iron bench in front of Casa Savie, it's principle place of business at 107 N. Sherman Avenue, Coeur d'Alene, Idaho 83814, as set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

This permit is given upon the following terms:

1. This permit is granted solely for the placement of a wrought iron bench on public property, and the use of a portion of public property more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.
2. The City shall have the right to terminate this permit for good cause including but not limited to public improvements at the expiration of 30 days after giving written notice to the "Permittee" at 107 N. Sherman Avenue, Coeur d'Alene, Idaho 83814, of the City's intention to terminate the permit. The Permittee shall be deemed to have received such written notice when such notice addressed to the Permittee at the location hereinbefore described is deposited in the United States mail so addressed, with proper postage affixed thereto and certified. The Permittee shall remove such encroachment within 30 days of receiving such notice. Should the Permittee fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, at the Permittee's cost, within such time, the City may remove the same and charge the expense to the Permittee. Permittee agrees that any materials so removed shall be deemed quitclaimed to the City. Permittee also agrees that any materials removed by the City may be discarded or retained by the City, and Permittee shall have no claims to such materials and no claim for reimbursement for the value of the same.
3. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permit is limited.
4. The Permittee shall identify, defend and hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Permittee further agrees that said encroachment shall be maintained by Permittee in a safe and clean condition so as not to constitute a public hazard. Permittee shall save the City harmless and defend the City from all claims for injury to person or property resulting from Permittee's actions or omissions in performance of this Encroachment Permit. The Permittee without delay shall obtain and thereafter shall maintain, at all times, liability insurance naming the City as one of the insureds in the amount of Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death, or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of

claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

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

6. All costs for said encroachment including but not limited to construction, maintenance, use or operation now or in the future shall be borne by Permittee. During the term of this permit, Permittee shall maintain the property described in Exhibit "A". Should the City, its agents, or employees in any manner damage the wrought iron bench, in or on the City's right-of-way described in paragraph one (1), whether or not occurring during regular maintenance of the City's right-of-way, the Permittee agrees all repairs will be solely the responsibility of Permittee and at Permittee's costs except where the damage was caused by the sole negligence of the City. Permittee further agrees that it shall not hold the City, its officers, agents, or employees liable for any such damage to the wrought iron bench on City's property.

7. Permittee agrees Permittee will not encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes set forth herein and shall not be expanded.

8. The Permittee shall comply with all laws affecting the property described herein.

9. This agreement shall be binding on the Permittee, its heirs, assigns and successors in interest. The Permittee shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City.

10. Assignment of this permit or delegation of duties as defined herein by the Permittee, without written consent of the City, shall entitle the City to terminate this permit as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 15th day of November, 2005.

CITY OF COEUR D'ALENE

PERMITTEE

Sandi Bloem, Mayor

Tamara O'Connor, Owner

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of January, 2006, before me a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at:
My commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of January, 2006, before me a Notary Public, personally appeared **Tamara O'Connor**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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:

December 12, 2005

Susan Weathers
City of Coeur d' Alene, City Clerk
710 Mullen Ave.
Coeur d' Alene, ID 83814

Dear Susan,

I am seeking permission to place a wrought iron bench in front of my store at:
107 N. 4th St, in downtown CDA. The bench legs extend exactly 28" from the storefront wall. From
the front legs of the bench to the street is 92".

I placed the bench under our awning for weather protected seating. It has already been enjoyed by
people of all ages because it is clear of snow. We are planning on it to be a year around fixture.

If you have any questions, please call me at 208-818-5482. Thank you very much for your
consideration.

Sincerely,



Tamara O'Connor





Exhibit "A"

GENERAL SERVICES COMMITTEE

Date: Jan 3, 2006

From: Kirk Johnson, I.T. Network Admin

RE: Declare old hardware as Zero Value surplus

Decision point:

To declare listed hardware as zero value surplus, so it can be disposed of, to free up much needed storage space.

History:

This older hardware cannot be repaired cost effectively. It is taking up too much room in our storage areas.

Financial Analysis:

This batch of items is not working, and does not have any value.

Performance Analysis:

This old equipment is taking up too much space, and makes it difficult to work efficiently in our areas. Declaring this as zero value surplus will free up storage room, so we can begin gathering surplus for the county auction in June.

Quality of Life Analysis:

Declaring these items as surplus will allow for Information Technology to take the bulk of this hardware to the dump, and free up much needed storage space.

Decision point/recommendation:

Approve the listed hardware as surplus.

Item	Brand	Model	S/N
17" Monitor	KDS	VS-7e	792191543
17" Monitor	KDS	VS-7	482089934
17" MONITOR	KDS	VS-7	882244758
17" Monitor	KDS	VS-7i	1745aaa35000024
17" Monitor	Lite-on	CM-1766mclr	743630265ad
17" Monitor	KDS	VS-7e	991300852
15" Monitor	Mitek	NA	NA
17: Monitor	Fujian	1770	n7hj01f067326
21" Monitor	ViewSonic	vcdts23652-3m	42y024600147
HP Officejet K60xi	HP	K60xi	my15sC60TD
Bocanet 24 Port Switch	Bocanet	na	na
Bocanet 24 Port Switch	Bocanet	na	na
HP ABC Switch	HP	na	112874
backpack 8x external cd-rom	backpack	166550	17135479
HP deskjet 340 printer	HP	C2655A	sg884120q6
24x 3com Nic cards	3com	Fast Ethernet XL	na
4x High Pulse network card	high pulse	h1138	na
HP ABC Switch	HP	na	112875
Multi Tech Systems	MST	Multimodem II	3503491
Compaq Armada 1120t Laptop	Compaq	2860f	763hyd31887
14x 104 key keyboards	various brands	na	na
Lantastic Network Software 8.0	Artisoft	na	na
Channel well Tech Power Supply	ATX-250	na	97271854
ESI 2041 modem pool	Extended Systems	na	na
4x BTC 40X Cd-Rom Drives	BTC	m3824233-44	na
ITEM	BRAND	MODEL	S/N
2x Mitsumi 8x CD-Rom Drive	Mitsumi	dpf150829	na
Torisan Laptop CD-Rom Drive	Dell	CDR-U20-Z	1k7k013240
Enhance 200 watt power supply	Enhance	TX-720b	98001169
2x Etronics parallel switch	Etronics	488024	na
2x Generic parallel switch	generic	na	na
Image Reader	Datafab	na	na
Lexmark Z43 deskjet printer	Lexmark	Z43	21200240791
HP Deskjert 1000C	HP	1000c Pro seres	sg76a1300v
APC Back-UPS600	APC	600	95050273405
Tripite UPS	Triplite UPS	bc3323	u18345817
HP Colorado 8 GB Backup	HP	xxgb	mx00818235
HP Laserjet 1100	HP	c3941a	jpcd19947



**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: January 9, 2006
FROM: WESLEY J. SOMERTON – Deputy City Attorney
SUBJECT: RESOLUTION TO DESTROY TEMPORARY RECORDS

DECISION POINT:

Authorize the office of the City Attorney to destroy temporary records from criminal case files that have been closed for a period greater than 2 years.

HISTORY:

The Office of the City Attorney - Criminal Division retains duplicate records and original records from criminal cases for at least 2 years after a given case has been closed. Original documents within the criminal cases consist of attorney notes, which are considered attorney work product; letters to victims, witnesses, and defendants or defense attorneys. Because these temporary records require a large amount of storage space it is efficient to destroy these records that have been closed for longer than 2 years.

FINANCIAL ANALYSIS:

The City Attorney has included within his budget the necessary amount to have these temporary records shredded by a commercial shredding company. The fiscal impact of the cost for storage and maintaining files that are no longer needed for purposes of the criminal division is offset by the routine destruction of these non-essential temporary records.

PERFORMANCE ANALYSIS:

Currently the criminal division has two offices filled with closed files (18 lateral file cabinets). All the files contain basically the same type of documents. These documents consist of duplicate records where the originals are retained by the Court or retained by the Police Department. The only original records within the criminal case files are attorney notes or attorney work product, letters to victims, witnesses, defendants and/ or defense counsel, and victim impact statements. The individual case records are only important during the life of a given case. Once the case has been officially closed the record is kept for a minimum of 2 years. A case is closed once the appeal period has run without an appeal being filed and by order of the court.

These files contain sensitive personal information which makes simply throwing the records in the trash impracticable. The City Attorney usually hires a commercial document shredding company to destroy the temporary records. City staff prepares the records for loading by the shredding company. The company loads the records and will shred the records at their headquarters.

QUALITY OF LIFE ANALYSIS:

The routine purging of temporary records from the criminal division reduces the need for storage space and storage cabinets. It removes the potential of personal information being obtained by unauthorized personnel. With an annual criminal case load of over 5,000 cases routine purging of old non-essential temporary records is good business.

DECISION POINT/RECOMMENDATION:

Authorize the office of the City Attorney to destroy by shredding the temporary records of eligible criminal cases that have been closed for not less than 2 years.



MEMORANDUM

DATE: JANUARY 4, 2006

TO: THE PUBLIC WORKS COMMITTEE

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH ACCESSIBILITY DEVELOPMENT ASSOCIATES, INC.

DECISION POINT: To approve the addendum to the Professional Services Agreement with Accessibility Development Associates, Inc. for design development and review and training services.

HISTORY: Staff has determined a need for a broaden scope of training that will include Americans with Disability Act regulations regarding access to buildings from parking lots, sidewalks, and approaches, in addition to the specific pedestrian ramp information. The broadening of the training scope will allow more staff members to benefit from this training opportunity.

FINANCIAL: The training portion of the agreement is entitled "Part 2" which states that the cost shall not exceed \$3,388.00 (plus expenses, which shall be approved in advance). The addendum to Part 2 of the agreement states that the cost will not exceed \$1,092.00. For a total cost not to exceed \$4,480 (plus expenses). These costs will be covered by an existing budget line item.

PERFORMANCE ANALYSIS: Approving this Addendum to the Agreement will provide the City with a professional service from an organization specifically trained in the area of American's with Disabilities Act (ADA) compliance, and will provide staff with the confidence that they are implementing the ADA code as it was intended.

DECISION POINT/RECOMMENDATION: To approve the addendum to the professional services agreement with Accessibility Development Associates, Inc. for design development and review and training services.

Addendum to Part Two – Training Program

At the request of the City of Coeur d'Alene, ADA, Inc. will modify the training program component of the existing scope of work. The initial training was intended to concentrate on the issues related solely to curb ramps and sidewalks, with the intended trainees being limited to the staff primarily responsible for those activities.

After subsequent discussion it was determined that the City of Coeur d'Alene would benefit from expanding this training to additional staff, who also have responsibility and involvement in the ADA compliance efforts of the City. ADA, Inc. will modify the training program to include the following elements:

1. The addition of off-street parking and parking lots, and how they connect to walkways, sidewalks, etc.
2. The addition of exterior path of travel issues to building entrances

In addition to the original participants (the inspectors who will be responsible for implementing the program), the additional participants will include:

- representatives from the Legal Department
- the City Planner
- the City Engineers who approve plans
- the Urban Forester
- Building Inspectors

~~This will bring the trainee participant total to 10-12 trainees; staying within ADA, Inc.'s preferred 1:6 trainer: trainee ratio.~~

In preparation for the training, ADA, Inc. professional staff will develop the following additional materials for the training program:

1. Since the field training has been removed, a PowerPoint presentation will be used to provide visual examples of what would normally be seen during a field training. Participants will receive a handout of the PowerPoint presentation for classroom use and reference.
2. A series of "helpful hints" to be used while evaluating the installation of accessible curb ramps, etc. and to be used as part of the City's on-going management of these elements.

3. A checklist survey/"cheat sheet", which will provide each participant with a handy (portable) quick reference guide of the critical accessibility requirements for the following elements:

- Parking
- Curb ramps
- Exterior path of travel
- Ramps

Proposed Cost

The proposed additional cost will not exceed: **\$ 1,092.00**

Respectfully submitted:

Joan W. Stein

Joan W. Stein

December 27, 2005

Accepted by:

City of Coeur d'Alene

Date

Accessibility Development Associates, Inc.
Surveyor Training Program
Revised
1 - Day Agenda

- | | |
|--------------------------|---|
| 8:00 am - 8:30 am | Introductions and Overview |
| 8:30 am - 1:00 pm | Program Begins – Morning General Session <ul style="list-style-type: none">○ Overview of ADA Requirements○ Review of definitions and compliance terms○ Review of use of checklist survey/"cheat sheets" forms○ Proper demonstration on use of tools○ Explanation of "how to's"○ Questions and Answers session |
| 1:00 pm - 2:00 pm | Break for Lunch |
| 2:00 pm - 3:30 pm | Program Continues - Afternoon Inspector Session <ul style="list-style-type: none">○ Specific review of curb ramp and sidewalk examples○ Review and discussion of "helpful hints"○ How to use the developed checklist survey/"cheat sheets" forms○ Problem solve unique structural elements/mitigation factors |
| 3:30 pm - 4:00 pm | Debriefing Session <ul style="list-style-type: none">○ Final question and answer session |
| 4:00 pm | Program Concludes |

**CITY COUNCIL
STAFF REPORT**

DATE: January 17, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Mill River 2nd & 3rd Additions; Acceptance of Improvements,
Maintenance/Warranty Agreement

DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure in the Mill River 2nd & 3rd Additions.
2. Approval of the Maintenance/Warranty Agreement.

HISTORY

- a. Applicant: Cliff Mort
Neighborhood, Inc.
3201 N. Huetter Road
Coeur d'Alene, ID 83815
- b. Location: East of Huetter Road & west of Grand Mill Lane in the Mill River
development.
- c. Previous Action:
 1. August 2005, final plat approval of Mill River 2nd & 3rd Additions (50 lots).

FINANCIAL ANALYSIS

The developer has extended the previously installed security in the amount of \$49,412.25 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and, the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. A follow-up inspection will be conducted prior to the end of the one year warranty period to insure that all of the installed improvements are defect free, and, should any of the installations be in need of repair or replacement, that action will need to occur prior to the end of the one year period. City maintenance will be required to start after the one (1) year warranty period expires in January 2007. Acceptance of the improvements also allows the developer to secure building permits on all of the lots in the phase, and, have Certificates of Occupancy (CO's) issued for any structures that may already have been completed.

DECISION POINT RECOMMENDATION

1. Accept the installed public improvements.
2. Approval of the Maintenance/Warranty agreement.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of January, 2006 between Neighborhood, Inc., with Clifford E. Mort, President, whose address is 3201 North Huetter, Coeur d'Alene, ID, 83814, 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 plats of Mill River 2nd and 3rd Additions, two (2) and forty eight (48) lot residential/commercial developments in Coeur d'Alene, situated in portions of Section 4, Township 50 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 "Record Drawings for MILL RIVER SECOND ADDITION", signed and stamped by Drew Dittman, PE #11138 and dated November 1, 2005, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, storm drainage system and appurtenances, asphalt paving, concrete curb and gutter, concrete sidewalk, street lighting, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith has previously delivered to the City, security in the form of an Irrevocable Standby Letter of Credit, noted as No. 22617, in the amount of Forty Nine Thousand Four Hundred Twelve and 25/100 Dollars (\$49,412.12), and will be extending the date of termination of that Letter of Credit to secure the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 17th day of January 2007. 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

ATTEST

Susan Weathers, City Clerk

Neighborhood, Inc.



Clifford E. Mod, President

Washington Trust Bank 

AMENDMENT #01 TO
IRREVOCABLE STANDBY
LETTER OF CREDIT NO. 22617
DATED: AUGUST 2, 2005
AMOUNT: \$49,412.25

JANUARY 6, 2006

City of Coeur d'Alene
Attn: Chris Bates
710 E. Mullan Avenue
Coeur d'Alene, ID 83816

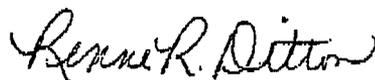
Gentlemen:

This letter will serve as our Amendment to Letter of Credit No. 22617 in your favor for the account of NEIGHBORHOOD, INC., 3201 N. Huetter Rd., Coeur d' Alene, ID 83814-9300 up to the aggregate amount of FORTY NINE THOUSAND FOUR HUNDRED TWELVE AND 25/100 --- Dollars (\$49,412.25) covering Mill River 2nd Addition as follows:

- Amend expiry date **FROM** "September 1, 2006" **TO** "January 17, 2007".

All other terms and conditions of Letter of Credit No. 22617 remain unchanged.

Sincerely,



Renne R. Ditton
Assistant Vice President
International Banking Department

Exhibit 5

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 9, 2006

FROM: Warren Wilson, Deputy City Attorney
Troy Tymesen, Finance Director

SUBJECT: Annexation Agreement with Marina Yacht Club, LLC

DECISION POINT:

Approve a one month extension of the six month deadline for adopting an annexation agreement for the Marina Yacht Club LLC annexation or alternatively authorize staff to take the negotiated annexation agreement directly to City Council on January 17, 2006.

HISTORY:

In August 2005 the City Council approved, the annexation of the remainder of Blackwell Island that is not currently within City Limits pending the negotiation of an acceptable annexation agreement. The City requires that an acceptable annexation agreement must be adopted within six months following the annexation hearing. In this instance, the six month window closes on January 19, 2006. Staff and the applicant have been working towards an agreement over the past couple of months and an agreement should be finalized prior to the sub-committee meeting on Monday. A meeting is scheduled for Friday afternoon to finalize the agreement. However, both staff and the applicant want to ensure that the deadline is not missed in the event that there are any loose ends that are not tied up by the time that the sub-committee meets. If the agreement is completed it will be hand carried to the sub-committee meeting. Attached to this staff report is the current working draft of the agreement.

FINANCIAL ANALYSIS:

There is no financial impact to either decision. Financial impacts of the agreement will be discussed with the subcommittee on Monday.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

Either decision will allow staff and the applicant to complete the required annexation agreement in compliance with City policy.

DECISION POINT/RECOMMENDATION:

Approve a one month extension of the six month deadline for adopting an annexation agreement for the Marina Yacht Club LLC annexation or alternatively authorize staff to take the negotiated annexation agreement directly to City Council on January 17, 2006.



**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: January 9, 2006
FROM: Judy House, Legal Department
SUBJECT: Mission Statement for Animal Control Ad Hoc Committee

DECISION POINT:

Recommend approval of the Mission Statement for the Animal Control Ad Hoc Committee which is: To find solutions for animal-related issues that will be long-term and beneficial for the public and for animals.

HISTORY:

The Animal Control Ad Hoc Committee was formed and committee members appointed on December 5, 2005. The first meeting was held December 15, 2005. This committee is passionate about animal issues and worked diligently to draft the mission statement. The goals will be forthcoming.

FINANCIAL ANALYSIS:

None

PERFORMANCE ANALYSIS:

This committee was formed to look at all phases of animal issues.

QUALITY OF LIFE ANALYSIS:

To create a better place for animals

DECISION POINT/RECOMMENDATION:

Recommend approval of the Mission Statement for the Animal Control Ad Hoc Committee.

MISSION STATEMENT
FOR ANIMAL CONTROL AD HOC COMMITTEE

To find solutions for animal-related issues that will be long-term and beneficial for the public and for animals.

DATE: JANUARY 11, 2006
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: FEBRUARY 21, 2006

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-1-06	Applicant: City of Coeur d'Alene Request: Proposed ordinance for minimum Lot frontage in cul-de-sacs and knuckles	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **February 21, 2006.**

JS:ss



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 12/19/05
Department Name / Employee Name / Date
Request made by: John Peek 772-8684
Name / Phone
862 Dempsey Drive Hayden ID 83835
Address

The request is for: Repurchase of Lot(s) John W Peek + Laurie F. Stroik
 Transfer of Lot(s) from _____ to resale

Niche(s): 673, 674, _____
Lot(s): _____, _____, _____, _____, _____, _____. Block: J Section: Riverview

Lot(s) are located in / / Forest Cemetery / Forest Cemetery Annex (Riverview).

Copy of Deed or / / Certificate of Sale must be attached.

Person making request is Owner / / Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached. \$650 each lot

Title transfer fee (\$ _____) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

[Signature]
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
JOHN W. PEEK & LAURIE F. STROIK
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 650⁰⁰ per lot.

[Signature] 1/9/05
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim. [Signature] 1-4-06
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

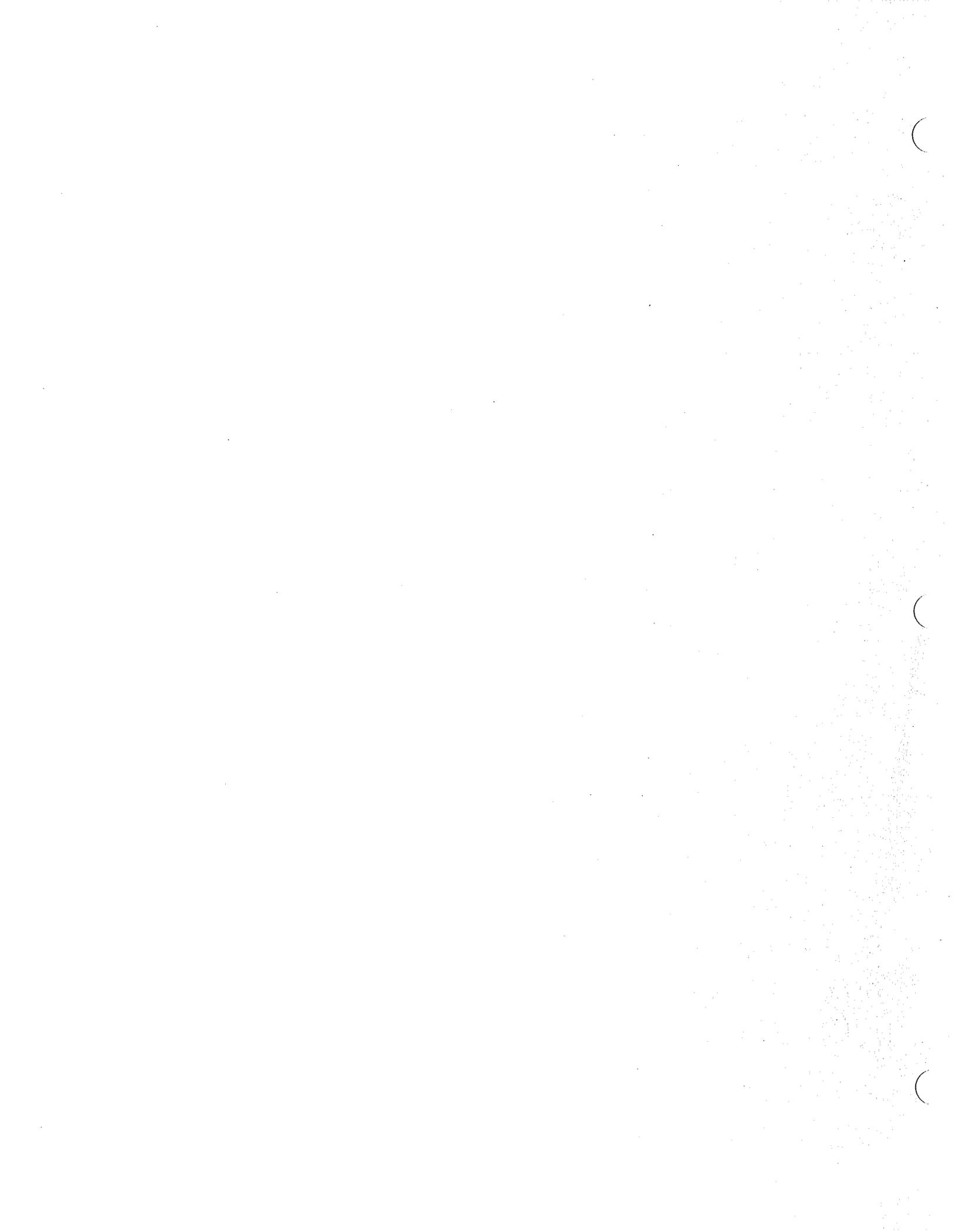
CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

ANNOUNCEMENTS



Memo to Council

DATE: January 10, 2006

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the January 17th Council Meeting:

ANNEKE CONNAWAY	Urban Forestry Committee
BOB HALLOCK	Urban Forestry Committee
JEFF CONNAWAY	Sign Board

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

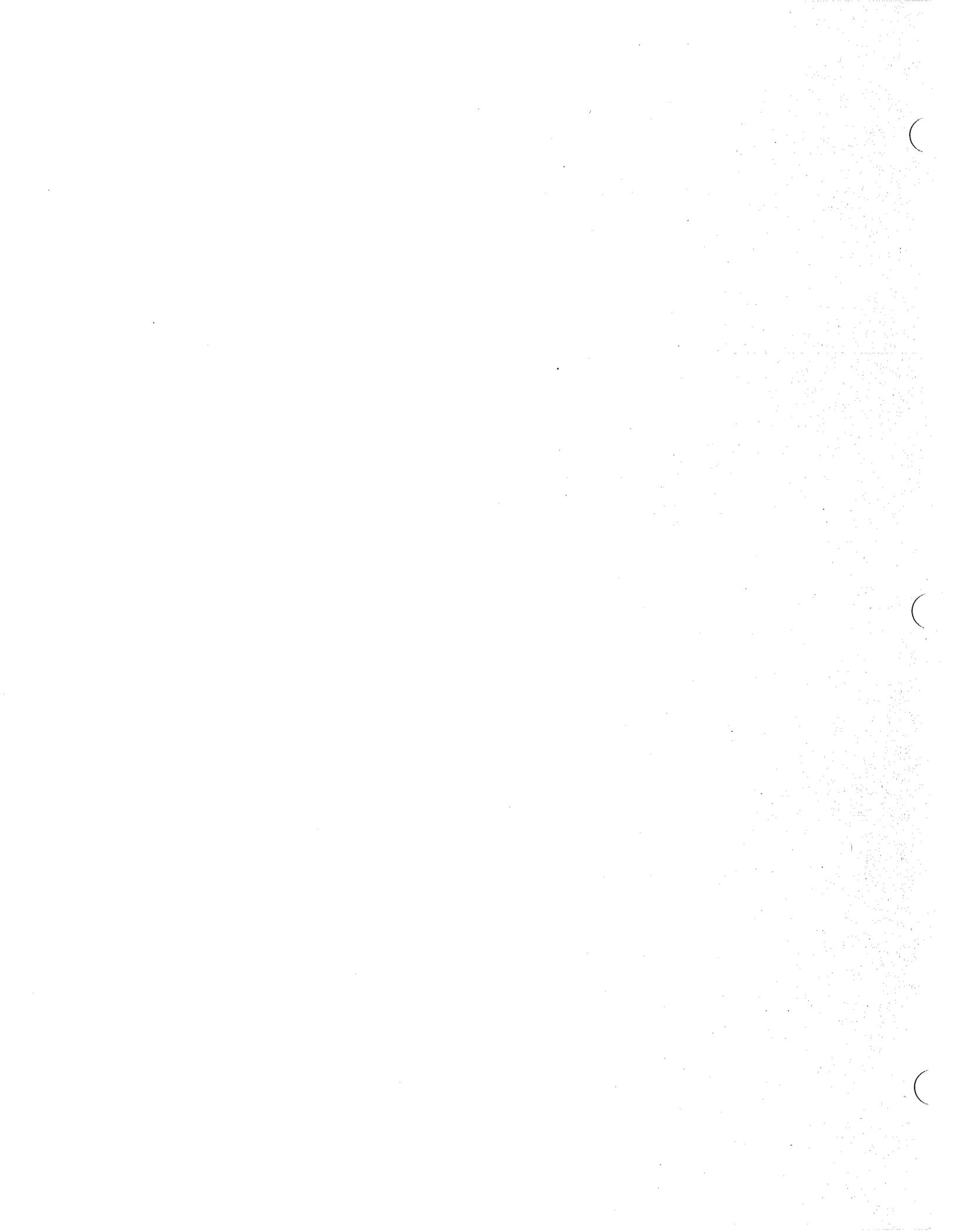
Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Kathy Lewis, Sign Board Liaison
Karen Haskew, Urban Forestry Committee Liaison



**OTHER COMMITTEE MINUTES
(Requiring Council Action)**





CITY OF COEUR D'ALENE
PARKS DEPARTMENT

CITY HALL, 710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83816-3964
208-769-2252 – FAX 208-769-2383

PARKS & RECREATION COMMISSION MINUTES
JANUARY 9, 2006 - 5:30 P.M.
COUNCIL CHAMBERS – CITY HALL

MEMBERS PRESENT:

Scott Cranston, Vice Chairman
Al Hassell, Council Liaison
Bridget Hill
Mike McDowell
Jim Lien
Dave Patzer (*Arrived at 6:00pm*)

MEMBERS ABSENT:

Lee Shellman, Chairman
Joe Woolley, Student Rep
Alysa McDonald, Alt. Student Rep.

STAFF PRESENT:

Doug Eastwood, Parks Director
Steve Anthony, Recreation Director
Jackie Carbone, Parks Secretary

GUESTS PRESENT:

Kurtis Robinson, Kootenai County Parks & Waterways
Jim Aucutt, Parks and Waterways Advisory Board

CALL TO ORDER: Vice-Chairman Cranston called the meeting to order at 5:50 pm.

1. Roll Call

Five members present and four members absent, resulting in an official quorum. Commissioner Patzer arrived ten minutes late, bringing the attendance to six present and three absent.

2. PLEDGE OF ALLEGIANCE

Commissioner Hill led the Pledge of Allegiance.

3. APPROVAL DECEMBER 12, 2005, MINUTES

Motion was made by Commissioner Hassell to approve the December 12, 2005, minutes. Motion was seconded by Commissioner McDowell Motion passed.

4. PUBLIC COMMENTS

There were no public comments.

5. CONFLICT OF INTEREST DECLARATION

There was no conflict of interest declared.

6. PARKS DIRECTOR'S REPORT

Doug Eastwood reported that:

- a. Item 13 on the agenda is just a reminder of the Shadduck Landscaping Maintenance meeting tomorrow at 12:00 pm in the Council Chambers. Doug and Commissioners Patzer and Hill will meet with neighbors, Jay Walden and Jay Barnett, to discuss the maintenance responsibilities of the landscaping behind their homes on Shadduck Lane, across from the new Copper Ridge subdivision.
- b. The City of Coeur d'Alene accepted the donation from Copper Ridge Development of 24 acres of open space on December 29, 2005. There may be another 50 acres adjacent to this open space available to the city in the future.
- c. The Urban Forestry division has does some amazing things this past year. Most of the public trees have been numbered and entered into a GIS program which has information for each tree such as location, age, size and condition. There were over 540 new trees planted last year, 114 trees in parks and 428 street trees. The new Community Canopy Educational Program, which is a partnership between Coeur d'Alene, Post Falls and Hayden, is funded by grant money and has been very well received by the public. Landmark Architects donated \$750 to Community Canopy to thank them for their service to these three communities.
- d. North Idaho BMX Association would like to hold a clinic for BMX riders, probably this spring, to teach safety and riding procedures. Doug asked Kootenai Medical Center if they would be interested in participating in this safety clinic. They were very eager to help and agreed to supply helmets for each of the participants. This may become an annual event.
- e. Development of North Pines Park will begin as soon as a Project Number is received from Boise. There will be a neighborhood meeting held to gather input and solicit help for the project. The first step will be to hire a landscape architect to prepare the construction drawings.

7. RECREATION DIRECTOR'S REPORT

Steve Anthony reported that:

- a. The AAU Christmas Tournament was held for Grades 5, 6 & 7. Eighteen teams from all over northern Idaho participated.
- b. There are 45 teams for the Grades 4-7 basketball program this year. Teams from the Tribal Wellness Center will also be participating in our program this year.
- c. There have been 160 kids registered so far for the Grades 1 & 2 basketball.
- d. Mrs. Margaret Greer has donated \$1,000 to the Jewett House. Also, there may be a Jewett Family Reunion held at the Jewett House this next year.
- e. The Special Needs Program received a \$2,500 grant from the Christopher Reeves Foundation thanks to our grant writer, Elaine Smith. This was quite an honor considering that there were only 84 of these grants given nationwide.

- f. Youth wrestling has 100 registrants; Swim Lessons registration will be from 10:00 am-1:00 pm on Saturday, January 21; Dance and Yoga sign-ups are going on now.
- g. The Parks and Recreation Commissioners are invited to a public meeting for the Arts Master Plan on Monday, January 23, 2006, at Lake City High School from 5:30 pm – 7:30 pm.
- h. The asking price for the lighting from Quad Park has been significantly lowered. This lower price makes the lights more of a value to the Recreation Department. Steve will make an offer and, if accepted, will bring it back to the Parks and Recreation Commission for approval of the purchase.
- i. Letters are sent out each year to school counselors offering scholarships to help disadvantaged children participate in recreational programs. Approximately 40-50 scholarships are given out each year.

8. 3RD STREET BREAKWATER AND MARINE PUMP-OUT STATION MAINTENANCE MOU
(Council Action Required)

Doug Eastwood explained that the City Council approved a maintenance MOU with Kootenai County on January 25, 2005. The County Commissioners did not accept the approved MOU because there was no funding offered by the city for the long-term repair and maintenance of the breakwater structure and its anchors, anchor lines, lighting and signage. This new MOU asks that \$500 to be set aside each year by both the County and the City for this long-term care for a period of five years.

There has never been a written document clarifying the responsibilities of each agency concerning the breakwater and pump-out station. The new MOU was reviewed by other interested city departments. Wastewater was the only department who had some concerns with the verbiage. These concerns centered around who would be responsible for future upgrades to the electricity to and the location of the pump-out station that may be required by Electrical and/or Fire Codes; who would maintain the sewer connection to the 30-inch sewer interceptor since City policy requires that the owner (of the pump-out) own and maintain this lateral; and, that a sign be placed next to the pump-out station indicating that the City of Coeur d'Alene has provided this sewage hook-up at no fee to protect our lake.

Doug reported that Kootenai County received \$403,914.02 in boater registration fees for FY 04/05. They also received a portion of the Idaho's gas tax revenues in the form of Waterways Improvement Grants for FY 04/05 totaling \$492,988.00.

Doug introduced Kurtis Robinson, Director of Kootenai County Parks and Waterways and Jim Aucutt, Chairman of the Parks and Waterways Advisory Board. The Commissioners asked several questions:

Commissioner McDowell

1. Q. = Are other cities in the county contributing to maintenance of waterway facilities?
 A. = Kurtis – Harrison is the only city that does not contribute to maintenance costs. Their MOU was written about 20 years ago. The county also currently has MOUs with the Bureau of Land Management, Idaho Department of Parks and Recreation and Idaho Department of Fish and Game.
2. Q. = Could the cost of the waste disposal be offered as an in-kind contribution in lieu of the \$500 annual maintenance fee?
 A. = Kurtis – The \$500 maintenance fee is for the breakwater, not the pump-out.

The county is asking for gratis access to the sewer and power for the pump-out station. The county will take care of all maintenance of the pump-out.

Commissioner Hill

1. Q. = Does City receive any money from boater registration fees?
A. = Doug – No.
2. Q. = Would it be possible for the city to take over ownership of the breakwater?
A. = Doug – No. We do not have the equipment, i.e. a boat to get out there.

Commissioner Lien:

1. Q. = Who maintains the docks, pump-out station and breakwater now?
A. = Doug – The city owns and maintains the docks and the county owns and maintains the pump-out and the breakwater.

Commissioner Patzer:

1. Q. = Where has funding come from to build and maintain the breakwater?
A. = Kurtis – The breakwater was installed in the 1950s. It was moved and replaced in 1986 through a partnership between the city and county. Since 1986, the county has paid a total of \$21,702 for repairs, which includes a \$9,320 WIF grant.

Kurtis Robinson explained to the Commission that the breakwater is almost at the end of its life cycle. The county is applying for a WIF grant for \$149,900 to combine with a cash match from the county of \$45,000 to fund the \$194,900 replacement cost. One of the requirements of the grant application is a written MOU with the City of Coeur d'Alene. The grant application is due at the end of January but the MOU can be sent later as long as it is received before the scoring of the application, probably the first of March.

Kurtis went on to report on the allocation of the FY 04/05 boater registration fees received by Kootenai County from the state which totaled \$403,914.02. The money is split between the County Sheriff's Office for waterways security and the County Parks and Waterways. Out of the \$207,514 received by the Parks and Waterways, \$155,244 goes for salaries and \$22,475 goes for operating expenses which leaves a total of \$29,975 for maintenance of all waterways facilities in Kootenai County.

Consensus of the Commissioners was that this MOU was necessary since the breakwater would certainly benefit the city by protecting the docks but that there are some issues that still need to be ironed out. It was decided to change the term of the MOU from five years to two years. This would satisfy the grant application requirement and allow the City to work with the County to resolve these issues. Also, it would be important to start working on the issues shortly after the grant is approved.

Motion was made by Commissioner McDowell to forward a recommendation to the City Council to approve the Memorandum of Understanding with Kootenai County for Maintenance of the 3rd Street Breakwater and Marine Pump-Out for a term of two years with the understanding that the City will work with the County to resolve some unsettled issues and prepare a replacement MOU. Meanwhile, the city will allocate the funds from their Waterways Fund each year and hold the money in that line item. Motion was seconded by Commissioner Hill. Commissioner Hassell abstained. Motion passed.

9. PARKS & RECREATION MASTER PLAN RFP (Council Action Required)

Doug Eastwood explained that the Commission had approved the Master Plan RFP and forwarded their recommendation to the City Council at their meeting on December 12, 2005. Doug pulled the item from the December 20, 2005, City Council agenda to make some minor revisions to the RFP. He presented the changes to the Commission and explained the need for each change. An introductory paragraph was added to give an overview of the city since there has been some interest shown in this project from firms outside the area. He also wanted to incorporate some references to our urban forestry issues and emphasize the importance open space planning due to the potential of the city' acquisition of large areas of open space lands in the future. He also put a disclaimer at the end of the RFP to insure that the city would own the Master Plan in its entirety.

In the Scope of Services it was important to emphasize the constant interaction with staff and the sub-committee during the entire project.

Commissioners discussed and agreed with all revisions.

Motion was made by Commissioner McDowell to forward a recommendation to the City Council to approve the Parks and Recreation Master Plan RFP as written and to authorize staff to advertise. Motion was seconded by Commissioner Patzer. Motion passed.

10. TUBBS HILL BURN (Information Only)

Doug Eastwood reported that there will probably be a burn on Tubbs Hill this spring. The small window of opportunity between snow melt and spring rains was lost last year when the rains came sooner than normal. This year the Parks Department will again be assisting the Fire Department and the Department of Lands in conducting the burn. Hopefully, we will have a larger window this time. Commissioner Hassell suggested that the burn be videotaped.

11. PARK SIGNAGE (For Discussion)

Doug Eastwood passed out some samples of materials that could be used to make signs for the parks. Metal or plastic seemed to be the most practical. Those types of materials are more graffiti proof, last longer and are less expensive than wood, which has been the material of choice in the past. He showed examples of various styles of signs currently in our parks.

Discussion followed with consensus that the focus should be on the style of the sign with a consistent font style, naming standard, color scheme and exterior lighting. All agreed that the city logo should appear on each sign as well as an Est. date.

Doug agreed to email samples of current park signs to the Commissioners for their review. He will also note the material used for the sign in the email. He asked the Commissioners to think about their preferences and discuss it at their next meeting.

12. MILL RIVER (Information Only)

Doug Eastwood reported that the Mill River project is progressing nicely. He is working with the developer to iron out issues as they come up so that once the city takes ownership of the property the park should be in conformance with our standards. The

Parks Department is also working on obtaining the encroachment permit for the docks which will be signed by the developer.

13. SHADDUCK LANE LANDSCAPING *(Meeting: January 10, 12:00pm)*

Doug Eastwood reminded the Commission of the Shaddock Lane Landscaping meeting tomorrow at 12:00 pm in the Council Chambers. He will be meeting with Commissioners Patzer and Hill to discuss the long-term maintenance of the landscaping with two of the residents, Jay Waldon and Jay Barnett, that back up to the right-of-way. The landscape plan has already been approved by the City Council. The Copper Ridge developer will install the landscaping in the spring and the city has agreed to supply the water. Once the responsibility of the long-term maintenance is decided the issue will come back to the Parks and Recreation Commission for their recommendation to the City Council.

14. WORKSHOP – January 30, 2006 *(For Discussion)*

Doug Eastwood would like the Commission to again start having bi-monthly workshops which would allow more time to review and discuss the many issues coming before them.

Commissioner Cranston asked that the workshop on January 30 be held at the Human Rights Education Institute building next to City Park to view the conceptual designs of the proposed redevelopment of the building. It was suggested that the meetings be moved from mornings to maybe lunchtime and that they be held to a maximum of 1½ hours. Everyone agreed to these changes and it was decided to meet at 11:30 am on January 30, 2006, at the HREI building.

David Hern, the city's CDA-TV _____, asked the Commissioners if they could change their regular meeting time from 5:30 pm to 6:00 pm. He explained that both the City Council and the Planning and Zoning Commission meet at 6:00 pm. It would be easier for his programming to have all live meetings start at the same time. Commissioners chose not to change their starting time. It will stay at 5:30 pm. David reminded them that their February 13, 2006, meeting would be broadcast "live" on Channel 19.

Motion was made by Commissioner Patzer to adjourn the meeting. Motion was seconded by Commissioner Hassell. Motion passed.

Vice-Chairman Cranston adjourned the meeting at 8:21 pm.

Respectfully submitted by Jackie Carbone, Parks Secretary

NEXT WORKSHOP: Monday, January 30, 2006 - 11:30 am at HREI Building

NEXT MEETING: Monday, February 13, 2006 - 5:30 pm in Council Chambers.

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: January 9, 2006
From: Doug Eastwood, Parks Director
Initiated by: Bill Greenwood, Parks & Cemetery Superintendent
SUBJECT: **APPROVAL OF MAINTENANCE MOU WITH KOOTENAI COUNTY FOR
3RD STREET BREAKWATER AND MARINE PUMP-OUT STATION**
(Council Action Required)

DECISION POINT:

Approve the Memorandum of Understanding (MOU) with Kootenai County for maintainance of the 3rd Street Breakwater and Marine Pump-Out Station?

HISTORY:

On January 25, 2005, the City Council adopted Resolution #05-006 approving an MOU with the Kootenai County for maintainance of the 3rd Street breakwater and marine pump-out station. There was no cost to the City of Coeur d' Alene reflected in this MOU. The County did not adopt this MOU at that time. The City of Coeur d'Alene and Kootenai County have never had a MOU for maintainance of the 3rd Street Breakwater and Marine Pump-Out Station?

FINANCIAL ANALYSIS

This new MOU includes a cost to the City of Coeur d'Alene of \$500 per year for 5 years or until a total of \$2,500.00 is collected. The Legal Department and Fire Department have reviewed this MOU and found no issues. Wastewater, Water and Growth Services were contacted to see if they had any concerns about current or future operations. No comments were received from Water or from Growth Services. Wastewater had some comments on as noted on the attached MOU. The City should not provide annual maintenance funds for the breakwater or the pump-out station since Kootenai County receives a portion of the boater registration fees each year for this purpose. Kootenai County received \$403,914.02 in boater registration fees for Fiscal Year 04/05. They also received a portion of the Idaho's gas tax revenues in the form of Waterways Improvement Grants for Fiscal Year 04/05 totaling \$492,988.00.

PERFORMANCE ANALYSIS:

It would be beneficial for all parties concerned to outline and identify the responsibilities of each agency for the maintenance of the breakwater and pump-out station at the mooring docks. This MOU will help insure the level of service that the boating community has come to expect.

DECISION POINT/ RECOMMENDATION

Does the Parks and Recreation Commission want to recommend to the City Council to approve, with changes, the Memorandum of Understanding (MOU) with Kootenai County for Maintainance of the 3rd Street Breakwater and Marine Pump-Out Station?

RESOLUTION NO. 06-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING, WITH KOOTENAI COUNTY FOR THE MAINTENANCE OF THE THIRD STREET BREAKWATER AND MARINE PUMP-OUT STATION.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Memorandum of Understanding with Kootenai County for the maintenance of the Third Street breakwater and marine pump-out station, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and; NOW, THEREFORE,

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

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to execute such Memorandum of Understanding on behalf of the City.

DATED this 17th day of January, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
KOOTENAI COUNTY
AND
THE CITY OF COEUR D'ALENE
FOR
THE MAINTENANCE OF THE THIRD STREET BREAKWATER
AND MARINE PUMP-OUT STATION**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene (the City), and Kootenai County (the County), and is intended to document the parties' understanding of, and agreement to identify, the level of care and maintenance of the marine pump-out station and breakwater structure located at the Third Street boat launch and boat dock facility located in the City of Coeur d'Alene and jointly maintained by the City and the County (the Third Street facility).

II. RECITALS:

WHEREAS, the County is a political subdivision of the State of Idaho; and

WHEREAS, the City is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, the City and the County agree that the existing breakwater at the Third Street facility is in need of replacement to better protect the facility infrastructure and boats using the facility from damage, and to better protect the safety of persons who use the facility; and

WHEREAS, the County is applying for a grant from the Idaho Waterways Improvement Fund (WIF) to replace the existing breakwater, and the City has agreed to provide a portion of the cash match for this project; and

WHEREAS, the Idaho Department of Parks and Recreation (IDPR) requires proof of the existence of a Memorandum of Understanding between entities which jointly own or operate a facility which is the subject of a WIF grant application; and

WHEREAS, it is the mutual desire of the County and the City to memorialize their understanding and agreement with respect to the partnership which has been established for the maintenance and operation of the Third Street facility in compliance with IDPR's WIF grant application requirements; and

WHEREAS, this MOU creates a mutually beneficial solution for all parties involved;

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. Ownership:

1. The City owns the land and is responsible for the operation and maintenance of all other public facilities and amenities located at the Third Street facility such as the public launch, docks, parking lot, restrooms and other improvements and infrastructure required to service the facility.
2. The County owns the marine pump-out station, electrical and discharge lines over or in the water up to the point of connection on City property, and the entire breakwater structure, anchors, anchor lines, signage and caution lights above or in the water as identified in the Idaho Department of Lands encroachment permit #L-95-S-3112, as amended in permit #L-95-S-160D when the structure was relocated one hundred feet (100') to the south.

B. The City hereby agrees to:

1. Provide adequate space on the moorage docks for the marine pump-out station.
2. Provide routine maintenance of the docks, bull rail and signage which identifies the area available for public use of the pump-out station.
3. Provide an electrical source which meets code and a sewer connection for the discharge line at or near the water's edge.
4. Bear the cost of the electricity and sewer and any maintenance or upgrades to those systems as required by federal or state law or City ordinance.
5. Provide a minimum of five hundred dollars (\$500.00) per year for two (2) years or until a total of one thousand dollars (\$1,000.00) is collected, whichever is earlier, towards the repair and maintenance of the breakwater structure, its anchors, anchor lines, lighting and signage.
6. Bear the full cost of the necessary work, including permit amendment application fees, in the event the City requests that the structure be relocated, altered or changed in any way which would require the permit for the structure to be amended.

7. Restrict moorage at the marine pump-out station to users of the pump-out only, and provide for enforcement of this restriction.

C. The County hereby agrees to:

1. Maintain the marine pump-out station in an operational condition during the boating season. County staff will open and de-winterize the pump at the beginning of each season, inspect the pump at least once per week and make repairs whenever necessary to ensure its safe use by the public.
2. Maintain all electrical service lines and discharge lines to and from the pump from their closest point of connection on City property.
3. Provide any and all signage which pertains to the correct and safe use of the pump.
4. Provide a minimum of five hundred dollars (\$500.00) per year for two (2) years or until a total of one thousand dollars (\$1,000.00) is collected, whichever is earlier, towards the repair and maintenance of the breakwater structure, its anchors, anchor lines, lighting and signage.
5. Provide routine maintenance to the breakwater structure, anchors, anchor lines and all required signage and lighting.

D. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. The cost for any repairs to the breakwater structure, anchors and anchor lines will be shared equally between the City and the County. When the cost exceeds five thousand dollars (\$2,000.00) for any one-time repair, both parties must agree in writing on the scope and cost of the repairs to be completed prior to the repairs being undertaken.
3. That this MOU may be modified by mutual written agreement.
4. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

5. That this MOU shall continue in full force and effect for a period of two (2) years, beginning on the date of last signature below, unless terminated by either party with at least thirty (30) days' notice to the other party. At the end of the two (2) year period, this MOU may be renewed by written mutual agreement of the parties on such terms and for such period as the parties may deem appropriate.

DATED this 17th day of January, 2006.

CITY OF COEUR D'ALENE

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

Sandi Bloem, Mayor

S.J. "Gus" Johnson, Chairman

ATTEST:

**ATTEST:
DANIEL J. ENGLISH, CLERK**

Susan Weathers, City Clerk

Deputy Clerk



**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date January 9, 2006
From: Doug Eastwood, Parks Director
SUBJECT: PARKS AND RECREATION MASTER PLAN

DECISION POINT:

Recommend to the City Council to authorize staff to solicit proposals to update the Long Range Plan for Parks & Outdoor Recreation.

HISTORY:

The last plan was completed in 1995. It is outdated and the goals and recommendations from that plan have been met. Discussion regarding an updated plan began in 2002 and has remained on the radar screen with the Parks and Recreation Commission since that time. It has also surfaced in the City Council Strategic Plan in a variety of topics; Parks & Public Spaces Expansion, Implement Public Spaces Master Plan, Develop and Implement a Land Use Master Plan, Walker-Macy Improvements, Vision 20/20, Infrastructure Strategy. The RFP for the updated plan would address those needs for the overall park system.

FINANCIAL ANALYSIS:

The Parks and Recreation Commission recently addressed this topic at their October 13, 2005, workshop and the consensus was that the estimated cost of \$45,000 to prepare a Parks and Recreation Master Plan could be financed through the Parks Capital Improvement Fund. This would expedite the process if the City Council approves the recommendation.

PERFORMANCE ANALYSIS:

This update will address current facilities, level of service, acquisition and development needs, upgrades to current facilities, financial planning, revenue opportunities, programs, trail connectivity, and citizen involvement during the planning stages. The Parks Department would be the contact during the process and a volunteer steering committee would also participate throughout the process.

DECISION POINT:

Recommend to City Council to authorize staff to solicit RFP for a Parks and Recreation Master Plan to update the current Long Range Plan for Parks & Outdoor Recreation.

RFP and Scope of Services attached.

REQUEST FOR PROPOSALS

City of Coeur d'Alene Parks & Recreation Master Plan

The City of Coeur d'Alene, incorporated in 1887 as a township in the Territory of Idaho, today is a world-class resort city. Visitors from all over the world enjoy its beautiful green forests, sparkling lakes, its nationally recognized golf course, mountain sports, and other outdoor recreation. Coeur d'Alene covers 14.90 square miles and is the sixth largest city in Idaho with a population of approximately 41,300. The city will host the Ironman Triathlon each summer until 2008. Visit our website at www.cdaid.org to learn more about this city of excellence.

The City of Coeur d'Alene is currently seeking professional services to update their master plan for parks and recreation. The City of Coeur d'Alene Parks Department will serve as the contact in the development of this plan and work in conjunction with representatives of various council sub-committees. The consultant will need to incorporate a public participation component into this process.

The master plan will address acquisition and development of park and recreation facilities, interconnection of parks and open space systems, validate use of existing facilities, determine residents' needs and priorities (needs assessment), and validation or updating the capital improvement program. The plan will need to identify current park locations, recommend and identify additional sites, and develop phasing, funding and/or implementation strategies. The master plan will also identify an appropriate level of service with regard to acres/1000 ratio or percentage of land proposals, accessibility, and health and long term plan for the city's urban forest.

The target date for completion of this study is _____

Project Background:

The City of Coeur d'Alene adopted a Long Range Plan for Parks & Outdoor Recreation in 1995. The City has also adopted an impact fee ordinance to help offset the need for additional parkland and an acres/1,000 population ratio for acquisition and development. The Coeur d'Alene community has been experiencing phenomenal growth over the last ten years. Coeur d'Alene is the largest city in Kootenai County and, as a result, sees a use that is higher than the city's population base. The City of Coeur d'Alene has a Parks and Recreation Advisory Commission, a Pedestrian / Bicycle Advisory Committee, and an Urban Forestry Advisory Committee. It also had an Open Space Ad-Hoc Advisory Committee that recently completed their tasks. A Parks Foundation has also been established to assist with acquisition and development of parkland. Each of these groups will have representatives on a sub-committee that will assist with the review and implementation of this strategic plan. Other interested residents will also assist.

Project Scope:

See Attachment 1, "Project Scope".

Proposal Contents & Evaluation Criteria:

Proposals should include information in each of the following categories. Proposals will be evaluated on the basis of each of the six identified criteria, in accordance with the point values identified below:

1. **Capability to Manage Project.** Describe your firm's structure, areas of expertise, length of time in business, number of employees, and other information that would help to characterize the firm and the firm's commitment to provide necessary resources to manage this project. Provide the address of the main office and the address of the office that will actually manage the project. Provide the same detailed description of any and all firms your firm may partner with on this project. (10 points)
2. **Relevant Project Experience.** Briefly describe other projects executed by your firm that demonstrate relevant experience. List all public sector clients for whom you have performed similar work in the past five years. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm. (15 points)
3. **Qualifications of Project Team.** Provide a professional resume for the key people proposed to be assigned to the project (including any important sub-consultants), and describe relevant related experience. Describe key personnel's proposed roles and responsibilities on this project. Submittals must identify a proposed project manager who would be responsible for the day-to-day management of tasks and would be the primary point of contact with your firm. Include an organization chart of the project team. (20 points)
4. **Project Approach and Schedule.** Describe the tasks that must be accomplished to complete the project. Provide a narrative description of how the firm proposes to execute the tasks. Discuss any unique aspects of the project such as alternative approaches the City might wish to consider or special considerations related to programmatic/funding requirements. Provide a schedule of general project activities indicating the duration of each activity and of the total project. The schedule should reflect realistic activity durations. (20 points)
5. **Public Participation Plan.** Provide a plan for public participation, including a detailed description of the proposed strategies, methods, timing, and specific activities to involve the public in the planning process, and the means by which public input will be incorporated into the plan (Please note: the city-formed sub-committee will need to be built into this process, allowing necessary time for the sub-committee to interact with their respective stakeholder groups). (20 points)
6. **Cost Proposal.** Provide a cost proposal that includes an hourly rate, a breakdown of cost by task, as detailed in the scope of services, and a total cost for completion of the study (lump sum or not-to-exceed), consistent with the proposed project approach and schedule. Cost proposals will be evaluated on the basis of cost-effectiveness. (15 points)

References, brochures or other material that may be helpful in evaluating your firm may be included in an appendix of the proposal. Proposals will be ranked on the basis of the above-listed factors, and the City may choose to interview several of the top ranked firms. However, at its discretion, the City may dispense with interviews and select a firm to perform the work.

Process:

The City of Coeur d'Alene's aforementioned sub-committee will serve as the selection committee to assist with firm evaluations and make recommendations to the Parks and Recreation Advisory Commission for their review. The Parks and Recreation Advisory Commission will forward a recommendation to the Mayor and City Council who will then make the final selection. The City will seek to negotiate a contract, a detailed scope of work, fee, schedule, etc. with the preferred firm. If unable to reach an agreement, the City will terminate negotiations and commence negotiations with the second-ranked firm, and so forth.

The City expects to evaluate proposals and provide written notification of the short-listed firms within 30 days of receipt of proposals. If interviews are held, they will be scheduled within two weeks of short-list notification.

Questions and responses may be directed to Doug Eastwood, Parks Director at 208-769-2252. Ten copies of the proposal must be received by 5 p.m. on _____, _____, 2006, at 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. Please state "Parks & Recreation Master Plan Proposal" on the outside of the response package. Proposals received after the deadline will not be considered.

Terms:

The City reserves the right to reject any and all proposals deemed to not be in the interest of the City. The City further reserves the right to negotiate terms and conditions, scope, and project costs on proposals received. The successful firm will be required to comply with requirements such as insurance or bonding, environmental regulations, public participation responsibilities, grantee's affirmative action policies, etc. The agreement will be on a lump sum, fixed price basis (or cost-reimbursement "not to exceed" basis), with payment terms to be negotiated with the selected proposer. Please be aware that the City will require 10% retainage of contract cost until the delivery of the final study document.

This solicitation is being offered in accordance with the Idaho Statutes governing procurement of professional services. Accordingly, the City of Coeur d'Alene reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

Any and all material generated as a result of the Coeur d'Alene Parks & Recreation Master Plan will be owned in its entirety by the City of Coeur d'Alene. Material and information produced as a result of the Master Plan shall not be distributed without prior written approval of the Coeur d'Alene Parks Department.

Attachment 1

**Parks & Recreation Master Plan
Project Scope**

January 2006

PART I - EXISTING CONDITIONS ANALYSIS

- Identify and Inventory Current Parks and Recreation Facilities, as well as Local Recreation Programs and Passive Leisure Opportunities
- Prepare Base Map(s) and Data Tables
- Visit Existing Parks Facilities and make recommendations for redevelopment opportunities to meet residents' needs
- Evaluate Current Staffing Levels and Operating Budgets Against State and Local Standards; Benchmark Against up to Three (3) Local Communities
- Prepare Existing Conditions Memorandum
- Conduct Review Meeting(s)
 - Staff
 - Advisory Sub-Committee

Deliverables:

- Base Maps and Data Tables*
- Existing Conditions Memorandum*
- Review Meeting Minutes*

PART II – NEEDS AND INTERESTS ASSESSMENT

- Conduct Qualitative Techniques:
 - Interviews w/Parks & Recreation and Planning Commissioners, City Council
 - Advisory Sub-Committee Workshop
 - Interviews w/User Groups, School Board, Students and:
 1. Pedestrian / Bicycle Committee
 2. Urban Forestry Committee
 3. Parks Foundation
 4. Tubbs Hill Foundation
 5. Centennial Trail Foundation
 - Neighborhood / Community / Public Workshops
 - Focus Groups – Teens, Adults, Families, Seniors
 - On Site Surveys
- Conduct Quantitative Techniques:
 - Benchmark Against Other Similar Communities – Acreage, Facilities, Impact Fees, Park Zoning
 - Acreage Level of Services
 - Facilities Level of Service
 - Geographic Service Areas
 - Demographic Analysis

- Telephone Survey
- Prepare and Submit Needs and Interests Assessment
- Conduct Review Meeting(s)
 - Staff
 - Advisory Sub-Committee
 - Neighborhood / Public
 - Parks and Recreation Commission / Planning Commission
 - City Council

Deliverables:

- Needs and Interests Assessment Summary*
- Review Meeting Minutes*

PART III – VISION

- Identify, Invite Key Stakeholders (including County, School Board, Private / Non-Profit Providers)
- Conduct Visioning Workshop
- Develop Sub-System Visions (Parks, Trails, Greenways, Urban Forestry, Open Space, Programs, etc)
- Develop Conceptual Master Plans, Illustrative Sketches Depicting Major Proposed Expansions, Improvements
- Conduct Review Meeting(s):
 - Staff
 - Advisory Sub-Committee
 - Neighborhood / Public
 - Parks and Recreation Commission / Planning Commission
 - City Council
- Refine Vision, Plans and Sketches
- Prepare a Summary of Needed Capital Improvement Projects

Deliverables:

- Visioning Workshop Minutes*
- Vision Map, Conceptual Plans and Sketches*
- Summary of Proposed Capital Improvement Projects*

PART IV – FUNDING AND IMPLEMENTATION PLAN

- Prepare and Submit a Cost Estimate of Proposed Capital Improvement Projects, Programs, Operations and Maintenance
- Prepare a Summary of Potential Funding Vehicles for Current and Future Services, Including But Not Limited to Increased Taxes, Bonds, User Fees, Grants, Partnerships, Etc.
- Conduct a Funding / Implementation Workshop with City Staff and Advisory Sub-Committee to Determine Phasing Priorities; to Review Various Funding Vehicles; and to

Determine a Realistic, Phased Funding Scenario for Proposed Improvements

- ❑ Prepare a Funding / Implementation Strategy that Includes:
 - Phased Recommendations for Policy, Operations, Maintenance and Capital Improvements Over the Next Ten Years
 - Goals for Accomplishing the Overall Vision and Recommendations of the Plan
- ❑ Submit Draft Funding and Implementation Plan for Review and Discussion
- ❑ Revise and Resubmit Implementation Program, if Required
- ❑ Conduct Review Meeting(s):
 - Staff
 - Advisory Sub-Committee
 - Neighborhood / Public
 - Parks and Recreation Commission / Planning Commission
 - City Council
- ❑ Revise and Resubmit Implementation Program

Deliverables:

- ❑ *Cost Estimate*
- ❑ *Summary of Potential Funding Vehicles*
- ❑ *Funding / Implementation Workshop Minutes to Include Policy Changes, Etc.*
- ❑ *Draft and Final Funding / Implementation Plan*
- ❑ *Review Meeting Minutes*

PART V – COMPREHENSIVE PARKS AND RECREATION MASTER PLAN

- ❑ Prepare and Submit Final Draft Report
 - Executive Summary / Poster
 - Existing Conditions Memorandum
 - Needs and Interests Assessment Summary
 - Vision Map, Conceptual Plans and Sketches
 - Summary of Proposed Capital Improvement Projects
 - Cost Estimate
 - Implementation Plan
 - Appendices (Meeting Minutes, etc)
- ❑ Review of Final Draft Report
- ❑ Conduct Final Draft Review Meeting(s):
 - Staff
 - Advisory Sub-Committee
 - Neighborhood / Public
 - Parks and Recreation Commission / Planning Commission
 - City Council
- ❑ Revise and Submit Final Report to City Council for Adoption / Approval

Deliverables:

- ❑ *Final Report, (10 copies plus a reproducible copy, a CD copy and an electronic copy)*
- ❑ *Review Meeting(s) minutes*

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday, January 9, 2006
4:00 p.m., Council Chambers

MEMBERS PRESENT

Deanna Goodlander, Chairman
Ron Edinger
A.J. "Al" Hassell, III

CITIZENS PRESENT

Susie Snedaker
John Bruning
Dale Hatch
Dave Walker

STAFF MEMBERS PRESENT

Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Wendy Gabriel, City Administrator
Susan Weathers, Municipal Services Director
Judy House, Claims, Code Enforcement, Risk Manager
Kathy Lewis, Deputy City Clerk
Johns Stamos, Associate Planner
Doug Eastwood, Park & Cemetery Director
Ed Wagner, Building Official
Kirk Johnson, IT Network

**Item 1. CDATV/Policies and Procedures and Council Bill No. 06-1000.
(Resolution No. 06-005)**

Susan Weathers, reported that the City began broadcasting CDATV government/public education channel in January of 2005. Shortly thereafter an Ad Hoc Committee was established to assist the City in preparing operations and procedure policies and various other aspects of operating the channel. The Committee has been meeting weekly and has come up with many broadcast ideas and suggestion. Additionally, they volunteered additional time, in conjunction with the Women's League of Voters, and held the first televised candidates debate with questions supplied by the public. The proposed policy and procedures document outlines the guidelines by which the channel should operate. In the operation of the channel there will be times when materials are requested to be broadcast that don't clearly meet the guidelines. A standing CDATV Committee would be beneficial to resolve these issues.

Dave Walker reported that there are great people on the committee who will make great things happen. Mr. Walker provided several ideas of events that could be televised on channel 19.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-005 approving the Policies & Procedures as presented for the CDATV Government/Public Education Channel and directed staff to proceed with drafting an ordinance establishing a standing committee for the CDATV operations.

**Item 2. Encroachment Request/Casa Savie.
(Consent Resolution No. 06-003)**

Susan Weathers, City Clerk, presented a request from Tamara O'Connor, owner of Casa Savie, asking for permission to permanently place a wrought iron bench on the sidewalk in front of her store located at 107 N. 4th Street. Ms. O'Connor is willing to enter into an Encroachment Agreement with the City including

maintaining liability insurance and holding the City harmless for any damages as a result of the placement of the bench.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-003 approving an Encroachment Permit Agreement with the owner of Casa Savie for the placement of a wrought iron bench on the sidewalk in front of the store located at 107 N. 4th Street.

**Item 3. Mission Statement/Animal Control Ad Hoc Committee.
(Consent Calendar)**

Judy House reported that the Animal Control Ad Hoc Committee is requesting approval of their mission statement of "To find solutions for animal-related issues that will be long-term and beneficial for the public and for animals". Judy added that the Committee was formed and members appointed on December 5, 2005. The first meeting was held December 15, 2005. The Committee is passionate about animal issues and worked diligently to draft the mission statement. Judy further noted that the goals will be forthcoming.

MOTION: THE COMMITTEE is recommending that the City Council approve the Mission Statement for the Animal Control Ad Hoc Committee.

**Item 4. Declaration of Surplus Property/Zero-Value Computer Equipment.
(Consent Resolution No. 06-003)**

Kirk Johnson, I.T. Network Admin, is requesting Council declare items as surplus and allow staff to take the bulk of hardware to the dump to free up much needed storage space. Kirk noted that the hardware cannot be repaired cost effectively. The batch of items presented is not working and does not have any value. Declaring the items zero value surplus will free up much needed space.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-003 approving staffs request to declare certain hardware as zero-value surplus and allowing staff to dispose of such.

**Item 5. Destruction of Records/Legal Department.
(Consent Resolution No. 06-003)**

Mike Gridley is requesting authorization to destroy temporary records from criminal case files that have been closed for a period greater than 2 years.

Mike noted that the Criminal Division retains duplicate records and original records from criminal cases for at least 2 years after a given case has been closed. Original documents within the criminal cases consist of attorney notes, which are considered attorney work product; letters to victims, witnesses, and defendants or defense attorneys. Because these temporary records require a large amount of storage space it is efficient to destroy these records that have been closed for longer than 2 years. Currently the criminal division has two offices filled with closed files (18 lateral file cabinets). With an annual criminal case load of over 5,000 cases routine purging of old non-essential temporary records is good business. These files

contain sensitive personal information which makes simply throwing the records in the trash impracticable.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-003 authorizing the Legal Department to destroy temporary records of eligible criminal cases that have been closed for not less than two (2) years.

Item 6. Verbal Report/Planning Commission Membership-Reducing Number to 7 (Agenda/Motion)

John Bruning, Planning Commission Chairman, is asking the Council to consider reducing the Planning Commission from nine to seven members. John noted that the Commission was originally established with seven members. The Council expanded the Commission to the current nine regular member in the 80's. During this years Planning Commission retreat the Commission evaluated their work and how they conducted their business with only seven members. The Commission determined that they had functioned well for several months and has agreed to recommend that the City Council reduce the membership to seven members.

Councilman Hassel expressed concern that out-of-city PC members would be making decisions, as a majority, on City matters. Mr. Bruning responded that the out-of-city members have a great interest in the community, as a whole, and does not believe this would be an issue.

Councilman Edinger asked Mr. Bruning why he thought the PC had trouble recruiting members. Mr. Bruning stated that time commitment and concern of being harassed over decisions made.

MOTION: THE COMMITTEE, is recommending that the City Council approve the recommendation by the Planning Commission to reduce the number of members of the Planning Commission from 9 to 7 members.

Item 7. Home Occupations/Special Use Permit Regulations. (Agenda/Motion)

John Bruning, Planning Commission Chairman, explained that earlier this year the Planning Commission discussed the idea of a proposed zoning ordinance amendment requiring a Special Use Permit for all Home Occupations. The PC, by unanimous decision, voted to endorse the idea. John noted that because of the impact a home occupation can have on a neighborhood, it is important that neighbors have an opportunity for input into the approval process and the best way to accomplish this is through the public hearing process.

Kathy Lewis reported on the process of obtaining a Home Occupations Certificate vs. a Special Use Permit. Councilman Edinger asked how many complaints we received last year on Home Occupations. Kathy report 1 or 2 which Code Enforcement handled and resolved.

Susie Snedaker reported that the intent for bringing this recommendation forward was to provide opportunity for neighbors of such home businesses to be notified and provide testimony at a special use

permit public hearing. Because she has private property rights, she has the right to know what's going on next to her.

Discussion ensued regarding the process for revoking a Home Occupation Certificate.

MOTION: THE COMMITTEE is recommending that the City Council deny the recommendation of the Planning Commission requiring a Special Use Permit for Home Occupations.

**Item 8. Presentation/Kootenai County Fairgrounds-Utility Expansion Request.
(Agenda/Motion)**

The motion looks perfect. I would add as discussion the following:

The City of Coeur d'Alene, Kootenai County Commissioners, and Kootenai County Fair Board have been discussing the possibility of extending city utility services to the Fairgrounds, for over a year. A formal request was made by the Fair Board last Fall. A committee was formed with representation from the three entities to review a fair exchange for the extension of city services. The committee presented a proposal to include that for the extension of city services, Kootenai County would provide the City with strategic property at Fighting Creek, would provide the City with up to 170,000 yards of fill dirt located at the county airport, would agree to necessary utility easements, and would agree to seek annexation of the property prior to any future sell of the property.

MOTION: THE COMMITTEE is recommending that the City Council accept the proposal from the Kootenai County Commissioners, and the Kootenai County Fair Board for extending City sewer service to the Kootenai County Fairgrounds and directed staff to prepare the needed documents to effect such transaction.

**Item 9. Contract/Billing Services for Kootenai County.
(Information only)**

Troy Tymesen, Finance Director, is requesting authorization to enter into a Contract with Kootenai County for billing services for commercial solid waste accounts within the city limits of Coeur d' Alene. Troy noted that since October of 2000 the City has worked with Kootenai County in a Joint Powers Agreement regarding solid waste. The City is already billing customers on a monthly basis for residential garbage service and commercial container rent. The Contract will enhance the partnership because now the City will also be billing for commercial garbage yardage. Previously, commercial customers received a separate bill from Kootenai County. The City can add the new line item to its existing bill post card at no additional cost and will not need to add any staff. The County is proposing to trade for this service by accepting 200 tons of street sweepings. Kootenai County Solid Waste is a utility, fee for service enterprise, therefore the compensation will not come from property tax revenue.

MOTION: THE COMMITTEE RECOMMENDS the City Council direct staff to prepare a contract with Kootenai County for billing services for commercial solid waste accounts within the city limits of Coeur d' Alene.

**Item 10. Informational Presentation/Library Design Plan Update.
(Information Only)**

Doug Eastwood presented the current design layout of the new library. He focused on the Centennial Trail route as well as the 8th and Front Street improvements. Doug displayed the interior lower and upper level floor plans as well as the exterior front and back views. Doug described the community room which will house the new council chambers. Doug further noted that the next time they come back to the committee they could be asking for authorization to go out for bids. Finances are still being worked on as they don't have 100% as of yet. Councilman Edinger inquired as to what the current chambers would be used for once the library is completed. Doug stated it could be used for additional office space, moving off-site offices back to city hall, meeting rooms, any number of things. Discussion ensued regarding the benefits of moving the council chambers to the new library facility. Butch, resident of McEuen Terrance, noted that past Library designs had access to and from the library directly across from access to and from McEuen Terrace. Doug noted that the Library has been relocated west of McEuen Terraces' access on Front Street.

PRESENTATION – INFORMATION ONLY

**Item 11. Building Contractors/Licensing Amendments.
(Agenda/Motion)**

Ed Wagner, reported that the State of Idaho is requiring a Contractors Registration for all persons performing work in the building profession for any project that has a cost of \$2000.00 or more. The Council is requested to decide on which option should be taken when a person or company requests a permit from the City and has not obtained the State of Idaho registration, if required. Ed noted that the 58th Legislature of the State of Idaho passed House Bill 163, the Idaho Contractor Registration Act which requires contractors to be registered as of January 01, 2006. Registration is required for any person who engages in a construction job with a dollar amount exceeding \$2,000.00 (materials and labor) and is not otherwise exempt. Exemption is defined as anyone licensed, registered, or otherwise regulated buy the State of Idaho. (i.e., Architects, Electrical Contractors, Engineers and Surveyors, Plumbers, HVAC Installers etc.) so long as they are not acting with the intent to evade the chapter of the law. Ed explained that as the regulating body is the State of Idaho, and the primary enforcement responsibility is not assigned to cities, the question has arisen as to whether or not cities must deny a permit if a Contractor has not obtained the required registration. Possible options and consequences include the following:

- 1. Issue permits without further inquiry:** This alternative has the lowest potential for conflict, but unregistered contractors will be building in your community leaving a degree of uncertainty for residents who deal with unregistered contractors. Such contractors would be denied lien rights and might request more money upfront from clients. (implement by resolution/motion)
- 2. Issue Permits and report Permits to Bureau of Occupational Licensing**
Immediate conflict might be avoided, but if the Bureau enforces, there may be some "splash back" from the contractor. ("Who ratted me out") or from the Contractor's client (Why didn't you tell me?") If the Bureau doesn't enforce, unregistered contractors will be building in your community. (Implement by resolution/motion)
- 3. Pass Ordinance Denying Permits to Unregistered Contractors unless they can demonstrate exemption:** Prevents unregistered contractors from operating in your community unless they build without permits. Brings the issue of contractor registration

directly to your permits counter. Provides the greatest measure of consumer protection possible under the registration statute. (Implement by Ordinance)

Discussion ensued.

MOTION: THE COMMITTEE is recommending Option 3 which is: Pass Ordinance denying permits to unregistered contractors unless they can demonstrate exemption.

The meeting adjourned at 5:35 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairperson

Juanita Van Cleave
Recording Secretary

GENERAL SERVICES STAFF REPORT

To: The General Services Committee

Date: December 30, 2005

From: Susan Weathers, Municipal Services Director and Renata McLeod, Project Coordinator

SUBJECT: CDATV Policies and Procedures

DECISION POINT:

- To approved the attached Polices and Procedures for the CDATV government/public education channel.
- To direct staff to proceed with the ordinance establishing a standing committee for the CDATV operations.

HISTORY: The City began broadcasting CDATV government/public education channel in January of 2005. Shortly thereafter an Ad Hoc Committee was established to assist the City in preparing operations and procedure policies and various other aspect of operating the channel. The Committee has been so excited and interested by the opportunity; they have been meeting weekly, and have come up with many broadcast ideas and suggestions. Additionally, they volunteered additional time, in conjunction with the Women's League of Voters, and held the first televised candidate debate with questions supplied by the public. The proposed policy and procedures document outlines the guidelines by which the channel should operate. In the operation of the channel there will be times when materials are requested to be broadcast that don't clearly meet the guidelines. A standing CDATV Committee would be beneficial to resolve these issues.

FINANCIAL ANALYSIS: The cost for adopting this ordinance would be the cost of publication and codification which is approximately \$150-\$250.

PERFORMANCE ANALYSIS: The adoption of the policy and procedure document will give guidance to the City, and other future partners, in appropriate broadcast material. Additionally, the establishment of a standing committee to make recommendations and hear appeals will assist the City and its staff, as this committee will have an understanding of the intent of the government/public education channel and the guidelines approved by the City Council.

DECISION POINT / RECOMMENDATION:

- To approved the attached Polices and Procedures for the CDATV Government/Public Education channel.
- To direct staff to proceed with the ordinance establishing a standing committee for the CDATV operations.

RESOLUTION NO. 06-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING OPERATIONAL POLICIES AND PROCEDURES FOR THE CDATV GOVERNMENT / PUBLIC EDUCATION CHANNEL.

WHEREAS, the need for Operational Policies and Procedures for the CDATV government/public education channel has been deemed necessary by the City Council; and

WHEREAS, the CDATV Ad Hoc Committee has proposed policies regarding these issues, and the same were discussed at the General Services Committee meeting; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the Operational Policies and Procedures attached hereto as Exhibit "1" be and is hereby adopted.

DATED this 17th day of January, 2006

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

COEUR D'ALENE TELEVISION
(CDATV)
OPERATIONAL POLICIES AND PROCEDURES



ADOPTED: _____

Prepared by the CDATV Ad Hoc Committee

Dave Walker, Chairman

Members: Jeff Crowe, Judy Drake, Bruce Hathaway, Eve Knudtsen, Jim Van Sky,
Woody McEvers, Renata McLeod, Susan Weathers

I. PURPOSE

The purpose of these Operational Policies and Procedures is to define the function of the Coeur d'Alene Government/Public Education Cable Access Channel (Coeur d'Alene City TV (CDATV)) provide direction to City Staff and assist the public in understanding the services offered by CDATV.

II. MISSION AND GOALS FOR CDATV

- A. CDATV is designated as a government/public education channel, as provided for in the 1994 Cable Act and the franchise agreement between the City of Coeur d'Alene and Adelphia pursuant to Ordinance No. 3161 adopted January 20, 2004.
- B. The mission of CDATV is to enhance the communities' public information and communications system, involve the community in local government decision making, and provide useful local government/public education information to general and specialized audiences.

III. CHANNEL PROGRAMMING

A. Programming Responsibility

1. The City of Coeur d'Alene reserves the right to program CDATV Channel in accordance with the objective identified above.
2. The City of Coeur d'Alene shall follow FCC guidelines for government/public education television.
3. As appropriate any appeals of programming decisions shall be filed with the City Clerk. If unable to resolve, appeals may be forwarded to the CDATV Committee for a final decision. Any person aggrieved by a final determination of the CDATV Committee, shall have the right to further appeal to the City Council.

B. Programming Categories

All programming on CDATV shall fall within at least one of the following categories:

1. Governmental Decision Making: Programming which provides direct coverage of the deliberations of elected or appointed bodies, as well as coverage of selected public issues forums. Examples of programming in this category include:

- City Council Meetings
 - Election Coverage
 - Board and Commission Meetings
 - Public Issue Forums
2. Community Information/Affairs: Programming that provides information about City government, coverage of selected public issues forums, or issue of local interest in Coeur d'Alene. Examples include:
- Crime Prevention
 - Environmental Issues
 - Public Safety
 - Neighborhood Information
3. Cooperative/Community Programming: Programming produced or provided in cooperation with other government organizations that contain useful information or that celebrates the achievements and accomplishments of Coeur d'Alene citizens. Examples include:
- School Events/Information
 - Performing Art (Subject to copyright laws)
 - Recreation Activities

C. Programming Guidelines

1. All programming on CDATV must be either produced or approved for use by the CDATV Committee.
2. All programming on CDATV must support the channel's mission and goals.
3. All programming on CDATV must fall within one of the channel's designated categories.
4. All programming on CDATV must be of local interest and provide community benefit.
5. All programming on CDATV must adhere strictly to copyright laws and regulations.
6. The City Television Coordinator, or the City's designee, shall establish allocation of programming time among the designated categories.
7. The City Television Coordinator, or the City's designee, shall consult with School District 271 to establish broadcasting time between the

City and the School District. The City reserves the final authority in scheduling of CDATV programming.

8. City Council meetings and other public meetings will be covered, to the extent possible, gavel-to-gavel, without editing or interruption. Introductory or supplementary information, which will aid the viewer in understanding the context or issues, may be provided.
9. Videotaped coverage of meetings shall not be considered an official record of said meetings, and there shall be no liability by the City or its employees for inadvertent erasures or omissions, technical difficulties, or for inaccurate information stated during an aired event.
10. The City of Coeur d'Alene shall archive videotapes of all meetings for a minimum of one (1) year from the date of production. Tapes may be transferred to VHS/DVD format for storage purposes.
11. Any City department may co-sponsor a programming proposal from the community with the approval of the City Television Coordinator, or the City's designee, in consultation with the established chain of command when necessary.
12. The City may cooperate with other media, municipalities and agencies to acquire additional programming, which meets the objectives and goals of CDATV.
13. Public issue forums or debates carried on CDATV must relate to the channel's mission and offer a balanced perspective on the issues.
14. Use of CDATV by individuals seeking public office or reelection is prohibited unless participating in City sanctioned forums or debates or if acting in an official capacity as part of regular duties.
15. Duplication of tapes of original programming aired by CDATV is possible in certain instances, upon request, for a fee (see City fee schedule), and with the permission of the City Television Coordinator, or City's designee. Duplicates will be made available within two (2) weeks of request and upon payment. One (1) complementary tape copy will be provided upon request to the sponsoring organization of an event.
16. Duplicates of tapes of City Council meetings and other original CDATV programming may be made upon request and with the permission of the City Television Coordinator, for the purpose of lending for a period of 10 days. Duplicates will be made available within two (2) weeks of request. If these tapes are not returned in the

agreed upon manner, the loan will be considered a purchase (See Section III. C. 15 of this document), and the user will be billed accordingly.

17. All programming produced for CDATV shall be protected from commercial reproduction and may only be reproduced for personal, non-commercial home use by individuals. Retransmission or any unauthorized use of CDATV programming (in part or whole) is strictly forbidden without the written consent of the City.

D. Prohibited Programming

The following types of programming shall be prohibited on CDATV:

1. Programming which does not comply with the mission of CDATV or these guidelines.
2. Programming which violates FCC guidelines for public education/government television including: Commercial/for-profit making enterprises/ trade or business announcements (excluding sponsorship notices and community calendar event announcements), obscene, indecent, libelous or slanderous speech, lottery information or other illegal content.
3. Programming which promotes political candidates, issues or viewpoints except as provided for in City sanctioned debates or forums.
4. The City reserves the right to refuse to transmit all or any portion of a program which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.

IV. COMMUNITY CALENDAR

The Community Calendar is designed to provide a source of timely information about a variety of community activities displayed by the CDATV character generator system.

1. Textual information shall be displayed throughout the cablecast area (see Section V) on the cable channel, twenty-four hours a day, seven days a week, except at those times when other programming has been scheduled by the City Television Coordinator, or the City's designee, or the channel is experiencing technical difficulties.
2. The form, the City of Coeur d'Alene TV Message Display Request, must be used when submitting messages for display on the channel. The form can

be obtained from the City Television Coordinator at City Hall, City Clerk's Office. The City Television Coordinator or the City's designee will make every effort to include all appropriate messages on the Community Calendar, but inclusion is not guaranteed.

3. School District 271, will collect and screen school messages for inclusion on the Community Calendar, record them on the City of Coeur d'Alene TV Message Display Request form, and submit them to City Television Coordinator or City Clerk.
4. A list of the Community Calendar guidelines is included on the City of Coeur d'Alene TV Message Display Request form. The form can be obtained from the City Television Coordinator or the City Clerk.
5. Should an error result in the cablecast of incorrect information, neither the City of Coeur d'Alene nor the employee/consultant responsible shall be liable for the inaccuracy of the information or for actions taken by anyone as a result of the inaccurate information.
6. The City reserves the right to refuse to transmit all or any portion of a message which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.
7. As appropriate, any appeals of Community Calendar decisions shall be filed with the City Clerk. If the CDA TV Ad Hoc Committee is unable to resolve the appeal, the appeal(s) may be forwarded to the Coeur d'Alene City Council who will make the final decision.

V. CABLECAST AREA

The Cablecast Area for CDATV will be determined by the franchise agreement. It is the desire of the City that cable customers within the boundaries of Kootenai County receive the government/public education channel, CDATV.

VI. EMERGENCY RESPONSE

The government/public education channel may be used at any time for the purpose of emergency communication and response. In these cases, direction will be taken from the procedures outlined in the City of Coeur d'Alene Emergency Plan and/or the Kootenai County Emergency Response System.

VII. OPERATIONAL USE WITH COEUR D'ALENE SCHOOL DISTRICT 271

Policies relating to the operation of CDATV resources with the Coeur d'Alene School District are governed by the terms and conditions of the Franchise Agreement; this Operational Policies and Procedures for Coeur d'Alene; and any

current or future Statement of Cooperation or Agreement between the City of Coeur d'Alene and Coeur d'Alene School District.

VIII. PROGRAMMING AUTHORITY

The City of Coeur d'Alene reserves the right to refuse a request for cable programming or operations which is illegal under City, State or Federal law or is in violation of the mission and goals of CDATV. The City Clerk shall receive written disputes or appeals regarding such requests.

IX. REVISIONS TO OPERATIONAL POLICIES AND PROCEDURES

The City of Coeur d'Alene may only modify these policies and procedures through recommendation of the CDATV Committee and/or city staff. The City and any of its partners shall review Agreements, the Operational Policies and Procedures, and the Statement of Cooperation by May 1 of each year.

DATE: JANUARY 9, 2006
TO: GENERAL SERVICES COMMITTEE
FROM: PLANNING COMMISSION CHAIRMAN BRUNING
SUBJECT: PLANNING COMMISSION MEMBERSHIP

DECISION POINT:

Does the City Council wish to reduce the Planning Commission from nine to seven members.

HISTORY:

The Planning Commission was originally established with seven members. The Council expanded the commission to the current nine regular members in the 80's.

During this year's Planning Commission retreat the commission evaluated their work and how they conducted their business. It was reported that the planning staff, City Administrator and Mayor were interested in the Commission's view on how well they had been able to function at a reduced seven-member configuration due to resignations and if the commission was interested in staying at that number. The commission determined that they had functioned well for several months. It was also accepted that it is often easier to gain consensus in smaller groups. The Commission agreed to recommend that the City Council reduce the membership to seven members.

FINANCIAL ANALYSIS

There is little financial impact to the proposal. There may be minor decreases in meals and training.

DECISION POINT RECOMMENDATION

The City Council is asked to consider reducing the Planning Commission from nine to seven members.



DATE: JANUARY 9, 2006
TO: GENERAL SERVICES COMMITTEE
FROM: PLANNING COMMISSION CHAIRMAN BRUNING
SUBJECT: SPECIAL USE PERMITS FOR HOME OCCUPATIONS

DECISION POINT:

Does the City Council wish to have the Planning Commission develop and process a code amendment that would require Special Use Permits for Home Occupations

HISTORY:

The Planning Commission has voted to ask the City Council to consider requiring Home Occupations to obtain a Special Use Permit. (See attached letter) The proposal is a major policy change and requires public hearings before the Planning Commission and City Council. The intent of such an amendment would be to provide opportunity for neighbors of such home businesses to be notified and provide testimony at a special use permit public hearing.

FINANCIAL

There is little financial impact to have the commission develop the amendment proposal. There would be minor costs if normal advertising is utilized. Financial implications of the to be developed amendment would be evaluated at that time.

QUALITY OF LIFE

The action would allow for consideration of additional restrictions on Home Occupations in residential neighborhoods.

DECISION POINT RECOMMENDATION

Does the City Council wish to have the Planning Commission develop and process a code amendment that would require Special Use Permits for Home Occupations



CITY OF COEUR D'ALENE

PLANNING DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2271

December 14, 2005

Deanna Goodlander
Chairman, General Services Committee
City of Coeur d'Alene

RE: Proposed Zoning Ordinance amendment requiring a Special Use Permit for all Home Occupations.

Dear Deanna:

Earlier this year, the Planning Commission discussed the above issue and by unanimous decision voted to endorse the idea, indicating that because of the impact a home occupation can have on a neighborhood, it is important that they have an opportunity for input into the approval process and the best way to accomplish this is through the public hearing process.

We are submitting this proposal to your committee for direction on this matter.

Sincerely,

JOHN BRUNING
Chairman, Coeur d'Alene Planning Commission

To : **General Services Committee and City Council**

Re: State of Idaho Contractor Registration

From: Ed Wagner, Building Dept. and Kathy Lewis, Licensing

Date: January 03, 2006

Decision Point: The State of Idaho is requiring a Contractors Registration for all persons performing work in the building profession for any project that has a cost of \$2000.00 or more. The Council is requested to decide on which option should be taken when a person or company requests a permit from the City and has not obtained the State of Idaho registration, if required. .

History: The 58th Legislature of the State of Idaho passed House Bill 163, the Idaho Contractor Registration Act which requires contractors to be registered as of January 01, 2006. A Contractor is defined as anyone who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake, or submits a bid to, or does himself or by or through others perform construction or a construction manager who performs construction management services. Registration is required for any person who engages in a construction job with a dollar amount exceeding \$2,000.00 (materials and labor) and is not otherwise exempt. Exemption is defined as anyone licensed, registered, or otherwise regulated buy the State of Idaho. (i.e., Architects, Electrical Contractors, Engineers and Surveyors, Plumbers, HVAC Installers etc.) so long as they are not acting with the intent to evade the chapter of the law. According to the Question and Answer Page published by the Board of Occupational Licensing the penalties for failure to register are as follows:

1. No Building permits- You cannot obtain a building permit
2. No Lien Rights – You waive any right to a lien on real property
3. No Contract Right- You lose your right to sue to collect money for your work under any contract for which you were required to be registered.
4. Misdemeanor: Any person acting in the capacity of a contractor as defined and who does not have a current registration as required shall be guilty of a misdemeanor. Upon conviction, each violation shall be punished by a fine of no more than \$1,000.00 or by imprisonment in the county jail for a term not to exceed 6 months, or by both, in the discretion of the court.

As the regulating body is the State of Idaho, and the primary enforcement responsibility is not assigned to cities, the question has arisen as to whether or not cities must deny a permit if a Contractor has not obtained the required registration.

The matter was addressed to AIC and Ken Harwood responded as follows:

“Our suggestion is to consider your policy choices in consultation with your City Attorney by choosing among three primary options-there may be more - **Consult your Attorney.** It is important to have your governing body confirm any choice made for the City in some type of official action. Possible options and possible consequences include:

1. **Issue permits without further inquiry:** This alternative has the lowest potential for conflict, but unregistered contractors will be building in your community leaving a degree of uncertainty for residents who deal with unregistered contractors. Such contractors would be denied lien rights and might request more money upfront from clients. (implement by resolution/motion)

2. **Issue Permits and report Permits to Bureau of Occupational Licensing** Immediate conflict might be avoided, but if the Bureau enforces, there may be some “splash back” from the contractor. (“Who ratted me out”) or from the Contractor’s client (Why didn’t you tell me?”) If the Bureau doesn’t enforce, unregistered contractors will be building in your community. (Implement by resolution/motion)

3. **Pass Ordinance Denying Permits to Unregistered Contractors unless they can demonstrate exemption:** Prevents unregistered contractors from operating in your community unless they build without permits. Brings the issue of contractor registration directly to your permits counter. Provides the greatest measure of consumer protection possible under the registration statute. (Implement by Ordinance)

The Building Department would like to exercise Option 1 as they feel since the City is not the governing body, and since the City cannot initiate any enforcement proceedings, this matter should be left to the Bureau of Occupational Licensing.

The Legal Department feels the City should exercise Option 3 as otherwise the City is not helping comply with a State Statute, allowing Contractors to break the law, and the homeowner may not be aware of the requirements. They feel this is more defensible.

Susan Weathers sent the issue out on “List Serve” to all the Idaho City Clerks with the following e-mail answers received:

1. **Dennis Davis, Nampa** is using a simple stamp with red ink on their permits stating “No registration provided”

2. Robert Wuest from the City of Hayden was copied a response from **George Klomp, President of IDABO**, to Terri Otten when Robert Wuest asked for a recommendation from the Board as to what option is best. In George’s memo sending out a request to the Board. George’s recommendation is that the Board endorse Option 1 because it is the minimum and the Contractor’s Registration Board is going to have a difficult time getting everyone registered. “If we endorse Position 1 we can always revisit the issue as needed”

3. **Glenn's Ferry** responded to the List Serve stating that by consulting with their City Attorney, the City of Glenn's Ferry is going to exercise Option 1 and not issue any permits to any contractor unless registered or claim an exemption. The City would not exercise any independent review of an exemption.

4. **Mike McCain, Building Official of Mountain Home**, responded that during the month of January if the Contractor can show evidence that they have applied for the registration, the City will issue permits. After January they will not issue permits to Contractors without the registration. Known contractors without registration must demonstrate exemption status. He is working on an Ordinance to deny permits to unregistered contractors. Problems will be reported to the Bureau of Occupational Licensing.

In checking with the area cities, the following was reported:

City of Post Falls: City of Post Falls is going to use the stamp method for 2006 applications. If no registration furnished, Contractors without registration will be contacted and encouraged to obtain the registration.

City of Rathdrum: City of Rathdrum is asking for the Contractor registration number or if none provided stamping such on the permit application but issuing the permit anyway.

City of Hayden: The City is recommending the use of a stamp.

City of Sandpoint: **The City is undecided on their action, and the** City of Sandpoint has placed the issue on the Public Works Agenda this evening, and the issue will be decided by the City Council on January 18th.

Kootenai County: Kootenai County has decided to use Option 2. They will issue the Permit but report to the Bureau of Occupational Licensing.

Financial Analysis: If Option 1 selected, there would be no reduction in the number of current permits issued. There could potentially be repercussion against City that permits were issued to someone in violation of Idaho statutes.

If Option 2 selected, there would be no slowdown in issuance of permits, but may be repercussion from a Contractor upset that they were reported to the State. More staff would be involved in reporting.

If Option 3 selected, some permits may be delayed or possibly not issued, as applicant in not in compliance with the Idaho statutes.

Performance Analysis:

Option 1 Selected. no confrontation at issuing of permits, but could be potential repercussion from resident.

Option 2 selected, possible confrontation after permit issued, if State does not enforce possible citizen confrontation.

Option 3 selected. Confrontation at time of permit application. no repercussion from citizens. Possible repercussion from Contractors when permit not issued.

The Questions and Answer Section from IBOL states that a consequence of not registering is that a permit will not be issued.

Decision Point/ Recommendation: Does the Council wish to use Option 1, Option 2, or Option 3 in the issuance of Building permits for an unregistered and non exempt Contractor?

Reference material including AIC Correspondence, E Mail Correspondence, IBOL Questions & Answers, House Bill 163, and packet from NIBCA, **is on Council mail station.**

COUNCIL BILL NO. 06-1001
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 15.08.020 TO REQUIRE PRESENTMENT OF AN IDAHO CONTRACTORS REGISTRATION NUMBER OR PROOF OF EXPEMPTION FROM THE REGISTRATION REQUIREMENT PRIOR TO ISSUANCE OF A BUILDING PERMIT; 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 THE ORDINANCE SHALL BE EFFECTIVE MARCH 1, 2006.

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 15.08.020, is hereby amended to read as follows:*

15.08.020: PERMIT; APPLICATION; CONTENTS:

To obtain a permit the applicant shall first file an application therefore in writing on a form furnished for that purpose. Every such application shall:

- A. Identify and describe the work to be covered by the permit for which application is made;
- B. Describe the land on which the proposed work is to be done, by lot, block, tract and house and street address, or similar description that will readily identify and definitely locate the proposed building or work;
- C. Indicate the use or occupancy for which the proposed work is intended;
- D. Be accompanied by plans and specifications as required in section 15.08.040 of this chapter;
- E. State the valuation of the proposed work;
- F. Be signed by the owner of the real property upon which the new building or structure or alteration to an existing building is being made;

G. Provide the contractor's registration number issued by the State of Idaho as required by Idaho Code Title 54, Chapter 52 or provide documentation, acceptable to the Building Official, that the person applying for the permit is exempt from the registration requirements pursuant to I.C. 54-5205.

GH. Give such other information as reasonably may be required by the building official.

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. This Ordinance shall be in full force and effect on March 1, 2006.

APPROVED, ADOPTED and SIGNED this 17th day of January, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
AMENDING SECTION 15.08.020

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 15.08.020 TO REQUIRE PRESENTMENT OF AN IDAHO CONTRACTORS REGISTRATION NUMBER OR PROOF OF EXPEMPTION FROM THE REGISTRATION REQUIREMENT PRIOR TO ISSUANCE OF A BUILDING PERMIT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE MARCH 1, 2006. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Section 15.08.020, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17th day of January, 2006.

Warren J. Wilson, Deputy City Attorney

January 9, 2006
PUBLIC WORKS COMMITTEE
Minutes

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers
Council Member Dixie Reid
Council Member Mike Kennedy

CITIZENS PRESENT

Bill LaRue (Hatch Mueller), Item #1
Dave Clark (HDR Engineers), Item #3

STAFF PRESENT

Renata McLeod, Project Coor.
Amy Ferguson, Cmte Liaison
Warren Wilson, Deputy City Atty
Jon Ingalls, Deputy City Admin.
Bette Ammon, Library Director
Sid Fredrickson, WW Supt.
Troy Tymesen, Finance Director
Dave Shults, Capital Prog. Mgr.

Item 1 Annexation Agreement with Marina Yacht Club, LLC
Consent Calendar

Warren Wilson, Deputy City Attorney, presented a request for a ninety (90) day extension of the six month deadline for adopting an annexation agreement for the Marina Yacht Club LLC annexation. Mr. Wilson stated in his staff report that in August of 2005 the City Council approved the annexation of the remainder of Blackwell Island that is not currently within City Limits pending the negotiation of an acceptable annexation agreement. The six month window of time for the negotiations to be completed expires on January 19, 2006. Mr. Wilson explained that the extension was requested to allow for the completion of the Sewer Master Plan study and interconnection for water backup, and that he thought any remaining issues could be resolved within that time frame. The completion of the studies would give the City concrete numbers and locations and aid in the completion of the annexation negotiations.

MOTION: RECOMMEND that the Council approve a ninety (90) day extension of the six month deadline for adopting an annexation agreement for the Marina Yacht Club LLC annexation.

Item 2 Addendum to the Professional Services Agreement with Accessibility
Development Associations, Inc.

Consent Calendar

Renata McLeod, Project Coordinator presented a request for approval of an addendum to the Professional Services Agreement with Accessibility Development Associates, Inc. for design development and review and training services. She indicated that staff has determined a need for a broader scope of training that will include Americans with Disability Act regulations regarding access to buildings from parking lots, sidewalks, and approaches, in addition to the

specific pedestrian ramp information. The broadening of the training scope will allow more staff members to benefit from the training opportunity. Ms. McLeod estimated that approximately 12-15 staff persons could take the training, including members of the Building Department, Engineering Services, and Parks Department. The addendum calls for a total cost not to exceed \$4,480.00 plus expenses. Councilman McEvers questioned whether it would be possible to videotape the training for future use, and was informed that the company would prefer not to allow videotaping and would charge extra to do so. Councilman Reid mentioned that persons attending the training should be willing to train others.

MOTION: RECOMMEND that the Council approve RESOLUTION NO. 06-___ authorizing the Addendum to the Professional Services Agreement with Accessibility Development Associations, Inc. for design development and review and training services, for a total cost not to exceed \$4,480.00 plus expenses.

Item 3 Agreement for Wastewater Facility Planning

David Shults, Capital Program Manager, and Sid Fredrickson, Wastewater Superintendent, presented a request for approval of an agreement for engineering services with HDR Engineering to assist with amending the long-range facility plan for the Wastewater Treatment Plant, for a cost not to exceed \$411,733. Mr. Fredrickson and Mr. Dave Clark of HDR Engineering presented a Powerpoint slideshow and explained the need for additional planning. The current multi-phase Phase 4 upgrade and expansion program was planned to handle the expected growth needs and comply with the EPA discharge permit conditions that were issued to the City in 1999; however, in the next few months the City is faced with very significant changes to the EPA and State of Idaho requirements for discharge of treated effluent. Mr. Fredrickson stated that the City is in compliance with the permit as it currently exists, but that the new permit is expected to require very restrictive effluent phosphorous discharge limits that are as tough as any in the nation. As a result, the current facility master plan must be amended to provide for different types of treatment processes than previously planned, and must consider more costly and more technically-challenging process facilities, different site master needs, different funding commitments, and future uses of the treated effluent when growth produces quantities that exceed what is allowable in the river. The requested agreement with HDR Engineering includes planning work that would supplement the planning that was already completed in the Facility Plan endorsed by the City in 2000. Completion of the planning is critical to allowing the wastewater utility to construct Phase 4C improvements in the period of time expected to be issued with the new permit.

Mr. Clark discussed the time frame for the planning, and explained that the pilot studies need to begin this spring, and projected that presentation of the draft of the revised long-range facility plan could occur by the end of the year.

Councilman Reid indicated that she would explain to the City Council and the public that the planning is needed to allow the City to meet the changing regulations and to continue protection of the region's clean waters.

MOTION: RECOMMEND Council approval of RESOLUTION 06-___ authorizing the City to enter into an agreement for engineering services with HDR Engineering to assist

with amending the long-range facility plan for the Wastewater Treatment Plant, for a cost not to exceed \$411,733.00

FOR INFORMATION ONLY

Item 1 Library Update Presentation

Bette Ammon, Library Director, Renata McLeod, Project Coordinator, and Bill LaRue (Hatch Mueller), presented an update to the committee on the new Library project and discussed the anticipated timeline.

MOTION: NO MOTION. For information only.

The meeting adjourned at approximately 6:10 p.m.

Respectfully submitted,

Amy Ferguson
Executive Assistant/Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 9, 2006
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Engineering Agreement for Wastewater Treatment Facility Planning Amendment

DECISION POINT:

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to assist with amending the long-range facility plan for the wastewater treatment plant, for a cost not to exceed \$411,733.

HISTORY:

The Wastewater Utility is currently engaged in the multi-phase Phase 4 upgrade and expansion program that was planned to handle the expected growth needs and the EPA discharge permit conditions that were issued to the City in 1999. Phase 4A was completed to construct early-action improvements that allowed compliance with permit conditions for ammonia removal and disinfection. Phase 4B is underway to construct necessary improvements to convey higher peak flows through the plant and to construct the buildings with improved odor control and appearance. And Phase 4C is planned to construct the process facilities necessary for more rigorous permit requirements for treatment of ammonia/nitrogen, in addition to additional sludge processing.

In the next few months, the City is faced with very significant changes to the EPA and State of Idaho requirements for discharge of treated effluent to the Spokane River. EPA and the regulatory agencies in Washington and Idaho are working toward establishment of new limits that are intended to protect the water quality of the river and downstream Long Lake reservoir. New discharge permits will be issued to the treatment plants along the river that are designed to maximize the amount of dissolved oxygen that remains in the water. The new permit for Coeur d'Alene is expected to require very restrictive effluent phosphorus discharge limits that are as tough as any in the nation.

Current planning for future Phase 4C, which would have allowed the Coeur d'Alene treatment plant to comply with the outdated discharge regulations, must be amended to provide different types of treatment processes than previously planned. New planning must consider more costly and more technically-challenging process facilities, different site master planning needs, different funding commitments, and future uses of the treated effluent when growth produces quantities that exceed what is allowable in the river.

City staff requested a proposed agreement from HDR Engineering for the planning services, and believes that the scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable and reflects the work expected by the City.

FINANCIAL ANALYSIS:

Proposed Engineering Assistance	\$411,733
Administrative Costs	5,000
Contingency (5%)	<u>20,837</u>

Total

\$437,570

Funding

FY 2005/06 City Financial Plan includes approval for \$160,000. Remainder from Wastewater Fund cash reserves.

DISCUSSION:

The proposed agreement (attached) includes planning work that would supplement the planning that was already completed in the Facility Plan endorsed by the City in 2000. Process equipment selections that approach the limits of technology must be reviewed and piloted to assure that the rigorous permit requirements can be attained during routine operations. Because expected permit conditions include requirements for water conservation, the scope of work includes work for exploring how the City may be able to reduce wastewater flow and loadings to the plant. The proposal includes plant site master planning to accommodate additional advanced treatment processes, and to incorporate the City's needs with the needs of the surrounding neighborhood. The planning work would also include an analysis of treated effluent reuse options that may be feasible for assuring continued disposal of the City's wastewater when growth creates flows that exceed those that are permitted into the river. The planning work will include City Council and public involvement with several workshops. Completion of the planning is critical to allowing the utility to construct Phase 4C improvements in the period of time expected to be issued with the new permit.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to assist with amending the long-range facility plan for the wastewater treatment plant, for a cost not to exceed \$411,733.

Attachment

des1161

RESOLUTION NO. 06-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR WASTEWATER TREATMENT FACILITY PLANNING AMENDMENT, WITH HDR ENGINEERING, INC. ITS PRINCIPAL PLACE OF BUSINESS AT 412 E. PARKCENTER BLVD., SUITE 100, BOISE, IDAHO 83706.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with HDR Engineering, Inc., pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 17th day of January, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

AGREEMENT
FOR
PROFESSIONAL SERVICES
between
CITY OF COEUR D'ALENE
and
HDR ENGINEERING, INC.

for

WASTEWATER TREATMENT FACILITY PLANNING AMENDMENT

THIS AGREEMENT, made and entered into this 17th day of January, 2006, 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 HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant."

WITNESSETH:

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

WHEREAS, the City has undertaken an initial analysis of the implications of these regulatory actions in a preliminary study titled "TMDL Review, NPDES Permit Negotiation Support, and Wastewater Treatment Process Update" May 2005;

WHEREAS, the City desires services to support the analysis of changing effluent discharge conditions in the Spokane River and to update treatment plant facilities planning;

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 HDR Engineering, Inc., 412 E. Parkcenter Blvd, Boise, Idaho 83706.
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or his authorized representative.
- D. The term "Cost Plus Fixed Fee" shall mean compensation based on Direct Labor times Overhead Multiplier plus reimbursable expenses plus payment of a fixed amount agreed upon in advance, subject to modifications and amendments, for Consultant's services.
- E. The term "Reimbursable Expenses" shall mean the actual direct expenses incurred specifically for the Project, other than the Consultant's cost of labor, administrative overhead, and fixed fee, that are identified in Exhibit "A" and are included in the total estimated cost for the scope of work. Reimbursable Expenses will include a 0% markup over Consultant's cost. Such expenses include the cost of transportation and subsistence incidental thereto, toll telephone calls, express mail, facsimiles, reproductions, copies, and operating time for computers and highly specialized equipment. Reimbursable expenses shall also include subconsultant costs which will be allowed a 5% markup over Consultant's cost. The maximum estimated Reimbursable Expenses are listed under the columns "Direct Costs" and "Subconsultant" in Table 2 of Exhibit "A." The total estimated expenses shall not be exceeded without prior written approval of the City. The Consultant shall advise the City when 75% of the listed expenses are exceeded.

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 Exhibit "A," entitled Scope of Services, subject to and consistent with the terms of Exhibit "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 proceed in accordance with the project schedule as shown in Exhibit "A."

Section 6. Compensation.

A. For Engineering Services as described in Exhibit "A," payment shall be on the basis of Cost Plus Fixed Fee. The Fixed Fee shall be as provided in Exhibit "A." Labor Costs shall be an amount equal to the Direct Labor Cost times a factor of 2.77. Labor rates may be subject to change on an annual basis escalated to an amount equal to the annual rate of inflation only if the Scope of the Work listed in Exhibit "A" is accomplished within the budget and fee established in said exhibit. Reimbursable Expenses incurred in connection with such services shall be in addition to the foregoing compensation.

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Exhibit "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 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 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 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, 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 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

HDR ENGINEERING, INC.

Sandi Bloem, Mayor

Larry Hoffman, Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name / Title

SCOPE OF SERVICES

EXHIBIT A

Wastewater Treatment Facility Planning Amendment

The City of Coeur d'Alene faces changing effluent discharge conditions in the Spokane River and new regulatory requirements driven by water quality impairment in the Spokane River and downstream Long Lake reservoir. These changing effluent discharge conditions will significantly impact previous plans for treatment and discharge to the Spokane River. For the City of Coeur d'Alene, these conditions call for an update to wastewater treatment facilities planning to account for the impact of the draft dissolved oxygen TMDL prepared by Washington Department of Ecology and anticipated discharge permit changes expected during permit renewal negotiations in 2005. These changes indicate that re-examination of the October 2000 "Treatment Plant Facilities Plan" and the 2002 "Phase 4 Upgrade and Expansion Predesign Report" that form the basis for the City's current and future wastewater facilities would be prudent. New water quality studies on the Spokane River in Washington State are emerging rapidly and appear to potentially require the most restrictive effluent phosphorus discharge limits in the nation.

Background

Historically, the City of Coeur d'Alene has been required to treat wastewater to a high level to meet requirements for the Spokane River, including ammoniac-nitrogen and phosphorus control. The existing plant is capable of conventional phosphorus removal through chemical (alum) precipitation and accomplishes approximately 85 percent removal in summer months to achieve an effluent concentration of about 1 mg/l. The plant is also capable of a certain degree of ammonia-nitrogen control in existing biological treatment facilities that has allowed the City to meet historical permit limits. However, it has been anticipated that as flows and loads to the plant increase, that new Phase 4C improvements planned for the facility will be required to maintain compliance in the future.

The future plans for the Coeur d'Alene wastewater treatment plant are based upon continued control of ammonia nitrogen and phosphorus. However, the historical levels of control will not be adequate to meet the effluent limits now proposed for the Spokane River. A significant change in potential effluent limits for Spokane River discharges is being driven by the Total Maximum Daily Load (TMDL) for dissolved oxygen being prepared by the Washington Department of Ecology and designed to protect water quality in downstream Long Lake reservoir. A draft of the TMDL has been published and calls for point source dischargers to the Spokane River to reduce effluent phosphorus concentrations as follows:

- Maximum phosphorus removal in-place (0.050 mg/l) by the end of 2008
- Meet natural background concentration (0.010 mg/l) or implement effluent reuse or divert discharges from the river, by the end of 2015

The in-stream water quality targets for phosphorus concentration will be required at the end-of-pipe in the effluent discharge, with no provision for dilution in an effluent mixing zone. This is a rigorous requirement for wastewater treatment performance and the effluent concentrations proposed are significantly lower than other permit requirements elsewhere in the country.

Objectives

The objectives for the wastewater treatment facility planning amendment are as follows:

- Update the October 2000 “Treatment Plant Facilities Plan” to reflect current conditions with regard to effluent discharge to the Spokane River.
- Update treatment process considerations to ensure that the foundation in facilities planning provides the City with a long-term treatment and effluent management program to sustain future utility operations.
- Update site space requirements to support City planning efforts in the area immediately surrounding the wastewater treatment plant.
- Update program costs to support revisions in financial planning and rate analysis.

Scope of Work

TASKS	
100	Flow and Wasteload Projections – <i>Partially addressed in “TMDL Review, NPDES Permit Negotiation Support, and Wastewater Treatment Process Update” contract. Conduct limited update..</i>
200	Water Quality and Regulatory Requirements – <i>Addressed in “TMDL Review, NPDES Permit Negotiation Support, and Wastewater Treatment Process Update” contract.</i>
300	Existing Resources – <i>Addressed in development of the October 2000 “Treatment Plant Facilities Plan”.</i>
400	Treatment Alternatives Evaluation
500	Site Master Planning
600	Implementation and Business Plan
700	Public/Council Involvement
800	Project Reports
900	Project Management
1100	Pilot Treatment Process Testing
1200	Site Master Planning Charrette
1300	Effluent Reuse Feasibility Analysis

TASK 100: FLOW AND WASTELOAD PROJECTIONS

Discussion:

101 Update Flow and Wasteload Projections

The purpose of Task 100 is update flow and wasteload projections. A limited effort will be devoted to the update effort, building upon the analysis conducted for the October 2000 "Treatment Plant Facilities Plan" and the review of plant performance in Subtask 3.1 of the "TMDL Review, NPDES Permit Negotiation Support, and Wastewater Treatment Process Update." Updated flow and wasteload projections will be documented in Task 800 Project Reports below. Service area definition and the basis of flow projections are assumed to remain the same as used in the October 2000 Facilities Plan.

102 Water Conservation and Demand Management

The Discharger's proposal for the Washington Department of Ecology Total Maximum Daily Load includes water conservation studies and development of a program to reduce wastewater flows. The following demand management techniques available for the potential reduction of wastewater flow and loading to the Coeur d'Alene wastewater facilities:

- Plumbing Fixtures and Appliances
- I/I Reduction
- Rate Incentives
- Water Use Reduction through Education
- Grey Water Reuse
- On-site Systems

This subtask will focus on the initial analysis of demand management and the determination of the potential impact on flows and loadings to the Coeur d'Alene treatment plant.

TASK 200: WATER QUALITY AND REGULATORY REQUIREMENTS

Discussion:

The purpose of Task 200 is to identify water quality and regulatory requirements driving treatment, effluent management or biosolids reuse decisions. It is assumed that the analysis conducted for the October 2000 "Treatment Plant Facilities Plan" and the water quality and TMDL review conducted for the "TMDL Review, NPDES Permit Negotiation Support, and Wastewater Treatment Process Update" will provide a basis for documenting water quality conditions in Task 800 Project Reports below.

TASK 300: EXISTING RESOURCES

Discussion:

The purpose of Task 300 is to define the capacity, condition and limitations of the Coeur d'Alene treatment plant and compost facility. It is assumed that the assessment conducted for the October 2000 "Treatment Plant Facilities Plan" remains valid and will provide a basis for documenting facility conditions in Task 800 Project Reports below.

TASK 400: TREATMENT ALTERNATIVES EVALUATION

Objectives:

The purpose of Task 400 is to update treatment process alternatives analysis, focused on the changed receiving water conditions in the Spokane River driving extremely low effluent phosphorus limits. The wastewater treatment plant process evaluation will focus on the modified liquid stream treatment processes for phosphorus removal and additional solids processing capacity adequate for increased solids loadings (treatment plant site only). This evaluation of liquid stream and solids stream processes will build upon the October 2000 "Treatment Plant Facilities Plan" and the 2002 "Phase 4 Upgrade and Expansion Predesign Report." The analysis conducted in Task 3 of the "TMDL Review, NPDES Permit Negotiation Support, and Wastewater Treatment Process Update" will provide a new baseline for phosphorus removal treatment process trains for the liquid stream.

Incorporate the results of Optional Task 1000 Reference Plant Site Visits and Optional Task 1100 Pilot Treatment Process Testing, if authorized.

HDR Subtasks:

Design and Operational Issues

- 401 Conduct a workshop to review the treatment process options available to the City for extremely low effluent phosphorus targeted to meet the requirements of the Spokane River dissolved oxygen TMDL. Utilize the analysis conducted in Task 3 of the "TMDL Review, NPDES Permit Negotiation Support, and Wastewater Treatment Process Update" which developed the following process options:
- Trickling Filter/Solids Contact in Parallel with Conventional Activated Sludge to Direct Filtration
 - Trickling Filter/Solids Contact in Parallel with Conventional Activated Sludge to Chemical Clarification and Media Filtration
 - Trickling Filter/Solids Contact in Parallel with Conventional Activated Sludge to Dual Sand Filtration
 - Trickling Filter/Solids Contact in Parallel with Conventional Activated Sludge to BlueWater Technology Filtration

- Trickling Filter/Solids Contact to Microfiltration in Parallel with Membrane Bioreactor
- Trickling Filter/Solids Contact to Microfiltration in Parallel with Membrane Bioreactor to Reverse Osmosis
- Trickling Filter/Solids Contact in Parallel with Membrane BioReactor to Adsorption Column

As part of this workshop, establish criteria for developing, comparing, evaluating and screening, treatment process alternatives. This process will use criteria developed for similar treatment facilities as a guide, and will consider such factors as:

- Fundamental design and sizing criteria for each process option
- Criteria to be considered when evaluating specific treatment or equipment options (energy use, chemical consumption, maintenance requirements, ability to run unattended, availability of service, specific skills required to operate and maintain system, etc.)
- Level of process technology development and full-scale operating experience with treatment technologies under consideration for potential application at the Coeur d'Alene plant (see optional tasks).
- Chemical feed requirements and chemical use
- Solids processing impacts of liquid stream treatment in terms of both additional loadings and treatability.
- Level of redundancy for unit processes and individual equipment items
- Level of automation
- Anticipated level of staffing during day, swing and night shifts and on weekends

Identify reference treatment process installations at operating plant and pilot studies that may provide useful input information regarding the characteristics of process operation and performance that may be relevant to the Coeur d'Alene evaluation (see optional tasks).

- 402** Refine and narrow the field of potential treatment process options for meeting the future low effluent phosphorus requirements. Apply the evaluation criteria developed in the initial process review workshop and screen the least competitive treatment options from further consideration. Assess the remaining treatment process alternatives for potential applicability to Coeur d'Alene including potential to meet effluent phosphorus requirements, adaptability to the treatment plant site and available space, solids stream impacts, compatibility with current operational practices and existing processes, input from reference site visits (see optional tasks), and input from pilot plant testing at both reference facilities and at the Coeur d'Alene treatment plant (see optional tasks).
- 403** Conduct a workshop to select the preferred treatment process(es) for meeting the future low effluent phosphorus requirements from the narrowed field of candidate systems. Refine the application of the evaluation criteria developed in the initial process review workshop and incorporate input from reference installations and pilot studies (see optional tasks).

- 401 Document the results of the treatment process alternatives evaluation for projected 2025 and ultimate build-out conditions. Development will include sizing of major treatment units; preliminary process schematics; estimates of land requirements; estimates of capital and operating costs; and discussion of phasing opportunities (see Task 500 and Task 600).
- 402 Prepare an updated Alternatives Evaluation chapter, for inclusion in the facilities plan. Submit to City for review; incorporate review comments and prepare final chapter.

Deliverables:

- Workshop agenda and minutes for treatment process evaluation workshop
- Workshop agenda and minutes for workshop on selection of the preferred treatment process
- Draft and final versions of Alternatives Evaluation chapter

City Involvement

- Participate in treatment process alternative workshops
- Review draft Alternatives Evaluation chapter and provide written comments
- Select preferred alternative(s)

TASK 500 – SITE MASTER PLANNING

Objectives:

Update the wastewater treatment plant site master plan to reflect modified liquid stream treatment processes for phosphorus removal and additional solids processing capacity adequate for increased solids loadings (treatment plant site only). Update the long-term vision for development of the site from a wastewater treatment standpoint, including review of the impact of alternative treatment process selections on plant space requirements. Define a long-term treatment plant site master plan and a phased approach for implementation for the preferred treatment process system.

Incorporate the results of the site master planning Charrette in Optional Task 1200, if authorized.

HDR Subtasks:

- 501 Based on input from City staff, identify and review updated development plans or planning efforts that interface with development of the City’s treatment plant, including University of Idaho North Idaho Campus planning proposals, North Idaho College campus plans, transition of the Stimson Timber mill site, Centennial Trail, etc.
- 502 Update the October 2000 “Treatment Plant Facilities Plan” identification of key neighborhood or aesthetic issues impacting site planning, design and operation of the treatment plant. Issues include odor, noise, site access, traffic, railway corridors, safety,

visual aesthetics, lighting, site buffers, setbacks, public access along the Spokane River, local development plans, etc.

- 503** Define site development criteria associated with operation of the wastewater treatment plant. These include access to buildings, equipment and piping; traffic routing, space requirements for employee facilities, flood control, setback and height restrictions, etc.
- 504** Based on the information developed in Tasks 501 through 503, meet with City staff to define a long-term vision for the treatment facility with respect to wastewater management needs, neighborhood compatibility and coordination with other community goals.
- 505** Based on the wastewater treatment plant facility requirements developed in Task 400:
- Develop 2 alternative site layouts for the treatment plant to accommodate ultimate build-out of the service area. The layouts will identify the location and phasing of facilities needed within the next 20 years.
 - Meet with City staff to review the concepts and develop a recommended plan.
- 506** For the recommended site layouts, develop:
- An updated site plan for major treatment facilities, roadways and site features at ultimate build-out. Define anticipate phasing of development for expansion requirements over the next 20 years.
 - Concept plans for site amenities including landscaping, public access, educational facilities, architectural treatments, etc.
 - Hand-drawn sketches or computer-generated renderings of street-level perspectives (two for treatment site).
- 507** Prepare draft updated Site Master Plan chapter for inclusion in the facilities plan. Submit to City for review; incorporate review comments and prepare final chapter.

Deliverables:

- Draft and final site plan alternatives
- Draft and final versions of updated Site Master Plan chapter

City Involvement

- Participate in workshops
- Review draft Site Master Plan chapter and provide written comments
- Select preferred alternative(s)

TASK 600 – IMPLEMENTATION AND BUSINESS PLAN

Objective:

Define a phased approach for meeting treatment needs over the planning period (through 2025). Develop a revised implementation plan for near-term treatment plant improvements. Develop a business plan to address funding and resource requirements.

HDR Subtasks:

Implementation Plan

601 Develop an implementation plan including:

- Prepare estimated capital costs for the selected plant improvements
- Prepare estimated O&M costs for the selected plant improvements
- Capital program requirements for an extended 20-year planning period to 2025
- Prioritized CIP program for next five years including budgets and schedules
- Implementation action items such as land acquisition, permitting, and coordination with other City, regional or local planning efforts
- Identify early action items such as site master planning interface with surrounding land uses, neighborhood/site enhancement activities, and effluent management options (i.e. reuse).
- Identify conditions that would trigger the next expansion phase or updating the Facility Plan

Business Plan

601 Conduct a one-day business planning workshop to integrate the updated wastewater treatment plant improvement program with other activities in the City Wastewater Department including collection system, biosolids composting, and other activities/functions (site management, effluent reuse options, etc.). Considerations include ideas for reducing cost, increasing the value of services provided, and improving business management practices. Incorporate optimization and resource development ideas developed in other portions of the work effort. The workshop will be organized as follows:

- Update statement of Wastewater Business Plan goals and objectives
- Integration of all Wastewater Department functions, capital and O&M programs
- Brainstorm new approaches and ideas
- Assign priorities to ideas generated
- Separate ideas into short-term (2-year) and long-term (5-year) measures
- For highest rated ideas, assign responsibilities for developing an action plan for implementation

603 Develop an updated wastewater department business plan including

- Projected cash flow requirements for the next 5 years
 - Review of funding and finance options including grants, loans, judicial validation, revenue bonds and existing revenue
 - Preliminary cost of service analysis, general assessment of user charge impacts, and capacity of existing user charge to support future needs (limited scope effort)
 - Summary of ideas and action items to reduce cost and improve business management
- 604** Prepare an updated draft Implementation and Business Plan chapter for inclusion in the facilities plan. Submit to City for review; incorporate review comments and prepare final chapter.

Deliverables:

- Summary of business plan workshop
- Draft and final Implementation and Business Plan chapter

City Involvement:

- Participate in business plan workshop
- Review draft Implementation and Business Plan chapter and provide written comments.

TASK 700 – PUBLIC/COUNCIL INVOLVEMENT

Objectives:

Gain public input to help shape development of the site master plan for the wastewater treatment plant site. Gain direction from City Council for key policy and fiscal issues.

HDR Subtasks:

- 701** Conduct three workshops with members of the City Council during the course of the project to review findings to-date and to gain policy direction. It is anticipated that the workshops will be organized as follows:
- **Workshop No. 1 Preliminary Assessment of Treatment and Plant Site Requirements:** Review new Spokane River water quality requirements and preliminary assessment of implications for treatment process selection, layout, and costs. Provide an update on the status of the Washington Department of Ecology TMDL and of NPDES permit renewal discussions status with Region 10 EPA.
 - **Workshop No. 2 Treatment Alternatives and Plant Site Layouts:** Review treatment alternatives and site planning options developed to date. Review key findings and conclusions. Review site planning issues including interface with community.
 - **Workshop No. 3 Recommended Treatment Process and Plant Site Layout:** Present recommended treatment plant process and layout. Review capital

requirements for revised wastewater program, cost of service issues and preliminary assessment of rate impacts.

- 702 Make a 15-minute presentation to the City's public works committee or full City council outlining key findings and recommendations.

Deliverables:

- Conduct three wastewater treatment workshops and on City Council presentation
- Presentation materials

City Involvement:

- Participate in workshops

TASK 800: PROJECT REPORTS

Objectives:

Provide an updated Wastewater Treatment Facility Plan incorporating the most recent treatment facilities analysis with the original October 2000 "Treatment Plant Facilities Plan" to provide an updated planning document for the City. The purpose of this updated treatment facility planning document is to serve as a basis for updated financial planning and rate analysis, updated environmental review, judicial validation, and implementation of plant improvement.

HDR Subtasks:

- 801 Meet with Idaho Department of Environmental Quality staff and define regulatory requirements for an amended or revised wastewater facility plan. Define state requirements for submittal and review.
- 802 Compile all draft chapters into a Facility Plan Update comprised of new chapters from analysis conducted in this contract integrated with materials originally developed from the following studies:
- October 2000 "Treatment Plant Facilities Plan"
 - 2002 "Phase 4 Upgrade and Expansion Predesign Report"
 - 2005 "TMDL Review, NPDES Permit Negotiation Support, and Wastewater Treatment Process Update"

Incorporate earlier work products from facilities planning tasks conducted earlier, including the following:

- Task 100 Flow and Wasteload Projections
- Task 200 Water Quality and Regulatory Requirements
- Task 300 Existing Resources

Provide 3 copies of the draft to the City for review

- 803 Meet with City Staff to review the draft facilities plan and discuss content, potential revisions, etc.
- 804 Prepare a Final Facility Plan Update, incorporating review comments from draft chapters. Provide 15 copies to City (14 bound and one un-bound).

Deliverables:

- Participate in meeting with IDEQ staff on regulatory requirements for amendment or update to Facility Plan
- Draft Facility Plan Update
- Conduct review meeting on draft Facility Plan Update
- Final Facility Plan Update

City Involvement:

- Participate in meeting with IDEQ staff on regulatory requirements for amendment or update to Facility Plan
- Participate in review meeting on draft Facility Plan Update
- Review draft Facility Plan Update and provide written comments.

TASK 900: PROJECT MANAGEMENT

Objectives:

Plan and execute the facility plan development in accordance with the schedule, budget, and quality expectations established.

HDR Subtasks:

- 901 Conduct weekly telecom with City's project manager to review project status and action items.
- 902 Attend periodic meetings with the City to review status of the planning effort. To extent practical, these will be coordinated with other meetings and workshops.
- 903 Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining and estimated cost at completion. Manage activities within task budgets.
- 904 Provide quality control review of all work activities and project deliverables.
- 905 Prepare and submit monthly narrative report and invoice.

Deliverables:

- Project instructions and work plan
- Memoranda and meeting notes as required

- Monthly narrative report and invoice.

City Involvement:

- Participate in telecons and meetings
- Review narrative reports and approve invoice
- Review and approve modifications to approach, schedule, and deliverables as appropriate

TASK 1100: PILOT TREATMENT PROCESS TESTING

Objectives:

Since the targeted effluent phosphorus concentration limits for the Spokane River are so low, there is a limited amount of full-scale operating data available in the industry from which to extrapolate performance at other locations, such as Coeur d'Alene. Further, many of the technologies with potential to reach the extremely low effluent phosphorus concentrations that are targeted are sensitive to variations in local conditions, such as site-specific water quality. The purpose of pilot testing is to demonstrate performance of various treatment technologies, establish local performance characteristics on Coeur d'Alene wastewater, establish process design and sizing criteria, provide a basis for selection between alternative treatment processes, and in some cases, establish the basis for vendor procurement and performance contracts.

Candidate treatment process trains for pilot testing are as follows:

- Parkson Dual Sand Filtration
- Membrane Bioreactor (MBR)
- Microfiltration Membrane

Since some Vendor pilot testing has already been conducted at the Coeur d'Alene plant, it is anticipated that BlueWater Technologies, Inc. will return to conduct pilot test of their series filtration system, as follows:

- BlueWater Technologies BluePro Series System

Pilot testing efforts vary in duration and depth of investigation and discussions have been held with the City in order to establish the level of effort appropriate for Coeur d'Alene. The following section outlines the anticipated range of services to support Vendor pilot testing with Consultant review and data analysis.

HDR Subtasks:

Pilot Testing Program

Pilot testing is planned to utilize the combined efforts of Vendors, City Staff, and Design Consultant to conduct the pilot testing program. The objective is to conduct testing over a period

of 60 to 90 days to allow performance review under a variety of flow and loading conditions in Coeur d'Alene.

HDR Subtasks:

- 1101 **Select Vendors.** Identify candidate process technologies (3 technologies plus BlueWater) and potential suppliers (1 to 2 for each membrane technology). Select suppliers for pilot testing in conjunction with City Staff.
- 1102 **Prepare Vendor Agreements.** Design Consultant to prepare contractual arrangements for Vendor pilot testing in collaboration with City. Vendors to prepare detailed pilot testing plans for review by City Staff and Design Consultant. Negotiate equipment supply agreements with appropriate terms and conditions with vendors.
- 1103 **Prepare Testing Area.** Prepare pilot testing area layout (coordinated with on-site construction activities), utilities (water, power, control, communications, etc.), process wastewater supply for testing and discharge, security, etc.
- 1104 **Pilot Testing Program.** Utilize a combination of Vendor technical staff (installation, testing, pilot plant operation, optimization), City Staff (pilot plant oversight), and Design Consultant staff (independent oversight and inspection, data review and analysis, pilot results interpretation) to conduct pilot testing program. Vendors shall have the primary responsibility for delivery and installation of equipment, start-up and commissioning, optimization, conduct of pilot test runs, laboratory analysis of key parameters, and reporting on test results. Targeted duration for testing is 60 to 90 days with a variety of operating scenarios (process train option, chemical feed option, etc.) following start-up and optimization to stabilize the process.
- 1105 **Pilot Testing Data Analysis and Review.** Summarize testing results for each candidate technology, including effluent performance, hydraulic loading, and other design criteria. Interpret pilot testing results with respect to application at the Coeur d'Alene treatment plant to meet Spokane River effluent discharge requirements.

Deliverables:

- Periodic site visits to inspect operating pilot units
- Preliminary data analysis and review commentary
- Pilot plant performance data analysis and interpretation in the form of technical memorandum, draft review copy and final technical memorandum.

City Involvement:

- Provision of a pilot testing area(s) (North of Trickling Filters and adjacent to the Chlorine Contact Tank). Provision of electrical power, communications (telephone and data), utility water for washdown, and plant process water for testing. It is assumed that the City will utilize a small works contractor to prepare the necessary field installations for the pilot testing area and that direction of the small works contractor will be on an as-directed basis, without the need for detailed engineering plans and specifications.
- The City has indicated that only limited levels of Operations staff and laboratory analysis support can be expected.

- It is assumed that City will procure directly with the Vendors for the cost of Vendor services, equipment, and laboratory analysis for conduct pilot testing.

Vendor Responsibilities:

- Equipment Vendor shall be responsible for mobilization, equipment set-up, plumbing of supply pipelines and effluent return to the main treatment plant, start-up, operation of pilot facilities, sampling, laboratory analysis, performance data reporting, demobilization, and clean-up.

TASK 1200: SITE MASTER PLANNING CHARRETTE

Objectives:

Plan and execute a site master planning Charrette with the general public and stakeholders from lands surrounding the Coeur d'Alene treatment plant site. Utilize the Charrette process to identify broad waterfront planning issues in the vicinity of the treatment plant and to galvanize potentially divergent land use objectives into an integrated concept for development of the treatment plant site, Harbor Center, and surrounding lands.

The Charrette has emerged as an alternative to conventional planning, approval, and development methods. Generally held on-site, Charrettes are social, political and business events. They provide a forum for ideas and feedback, and a venue for collaborating on developing a vision with a broad, community authorship. Charrettes are designed to achieve specific objectives: the design of the expanded wastewater treatment plant, redevelopment of the Spokane River waterfront, expanding educational corridor, and public access areas such as the Centennial Trail. The Charrette integrates the designers, the end users, the developers, the regulators, and citizen-activists into a relatively brief, cyclical process of output and input.

HDR Subtasks:

- **Conduct Stakeholder Interviews.** The Charrette process will commence the public involvement process by researching the stakeholders and their issues, followed by an extensive outreach effort to ensure broad stakeholder and public participation throughout the project. A key component of the public involvement process is a series of stakeholder interviews and grassroots meetings, conducted by the team. The input gathered will inform the project's objectives, strategies and measures.
- **Plan Charrette.** Develop the plan for conduct of the Charrette. The term "Charrette" has been used to describe anything from a fifteen-minute presentation to a weeklong, 14-hour-a-day design marathon. A real Charrette or collaborative process brings about real change: change to a plan, change in people's understanding of a problem, and even political change. . Prepare example meeting ground rules. Develop example hands-on visioning exercise.
- **Conduct Charrette.** The meeting will provide both a venue to educate Stakeholders and the public about the project and good planning, and a venue for the team to gather input and

feedback from participants. The meeting will allow for active hands-on participation in the planning process. Keystones essential to a successful Charrette planning process:

- Work collaboratively -- Create a long-lived plan based each individual's unique contributions.
 - Design cross-functionally--Multi-disciplinary teams work concurrently to build a feasible solution from the beginning.
 - Use design to achieve a shared vision and create holistic solutions -- Design illustrates the complexity of the problem and can be used to resolve conflict by proposing previously unexplored solutions that represent win/win outcomes.
 - Work in detail -- Lasting agreement is based on a fully informed dialogue.
 - Constrain work schedules -- Time compression facilitates creative problem solving by accelerating decision-making and reducing unconstructive negotiation tactics.
 - Communicate in short feedback loops -- Regular stakeholder reviews quickly build trust in the process and foster true understanding and support of the product.
 - Work over consecutive days -- Several days are required to accommodate three feedback loops, scheduled at least a day apart. Three loops are the minimum required to facilitate a change in participants' perceptions and positions.
 - Work on-site -- Working on-site fosters participant's understanding of local values and traditions, and provides the necessary access to stakeholders and information.
 - Produce a buildable plan -- The success of a community's work to plan together hinges on implementation tools such as codes and regulating plans.
 - Evaluate the plan with objective measures -- Determine the appropriate measures to qualify and quantify the plans, from concept development through the final plan.
- **Documentation and Input to Treatment Plant Master Plan.** Document results of the Charrette process and provide input to the wastewater treatment plant site master plan.

Deliverables:

- Conduct key Stakeholders interviews.
- Plan and conduct Charrette process and document the resulting impact on the treatment plant site layouts.

City Involvement:

- Identify key Stakeholders.
- Participate in Charrette process.

TASK 1300: EFFLUENT REUSE FEASIBILITY ANALYSIS

Objectives:

Effluent reuse may provide the City with an alternative to surface water discharge to the Spokane River, which may aid in meeting TMDL driven effluent discharge limitations and allow the City to accommodate growth in flows and loads to the Coeur d'Alene plant while staying within mass discharge loading limitations on the Spokane River. Also, the

City of Coeur d'Alene may consider the development of a water reuse program to offset the need to develop new potable water supplies.

Reclaimed effluent is used for irrigation (parks, golf courses, cemeteries, etc.), industrial process water, cooling water, stream flow augmentation, groundwater aquifer recharge, and other uses. The purpose of this task is to prepare a recycled water feasibility analysis that includes identifying potential demand for reclaimed water, customers and their needs, potential program impediments, and potential funding resources for evaluating, planning, and constructing a reuse program and its infrastructure.

HDR proposes a three phase process for exploring the development of reclaimed water:

1. Conduct an early feasibility study to identify the potential service area for reclaimed water and to develop an estimate of service costs
2. Conduct detailed discussions with regulatory agencies (Idaho Department of Environmental Quality) about implementation of water reuse facilities for the City of Coeur d'Alene
3. Develop water reuse policy requirements and predesign for water reclamation facilities

The work described in this scope is to prepare the initial feasibility study to identify potential customers, reclaimed water service area, and the estimated cost of service.

ASSUMPTIONS

The State of Idaho Department of Environmental Quality has developed regulations governing water reuse. These rules require that a formal engineering report be submitted, and that the report include the content items described in the IDAPA 58.01.17, including purpose; approach; development of alternatives; technical, financial, managerial, and legal issues; emergency response and security; operation and maintenance; and other issues. The intent of the initial effort described in this scope is not to fulfill complete engineering report requirements at this time, but to prepare a feasibility study that could be edited and expanded to meet engineering report requirements at a later date.

Regulatory Guidelines

Idaho Administrative Code 58.01.17, establishes the Rules for the Reclamation and Reuse of Municipal and Industrial Wastewater, including requirements for an engineering report. This feasibility study will address many of the engineering report requirements within the limits of this scope of work and available budget. However, the full requirements will not be addressed.

The text for IDAPA 58.01.17, section 601.01 Engineering Report, are as follows.

IDAPA 58.01.17 601.01 Engineering report. Engineering reports and application materials for new Class A effluent municipal reclaimed wastewater systems or major upgrades to

Class A effluent municipal reclaimed wastewater systems shall be submitted to the Department with the application and must be approved by the Department prior to permit issuance. The engineering report shall include, but not be limited to, the following items as applicable: purpose; approach; development of alternatives; technical, financial, managerial, and legal issues; emergency response and security; operation and maintenance; pilot testing; client use issues; potential markets; potential sources of wastewater; public involvement and perception; targeted markets; allocation; preliminary investigations; staff development; treatment system upgrades to meet Class A requirements; distribution system development and schedule; new development infrastructure; reservoir or booster capacity; water balance calculations; costs; applicable regulations; and potential funding sources. This engineering report shall be stamped, dated and signed in accordance with Idaho Board of Registration of Professional Engineers and Professional Land Surveyors, IDAPA 10.01.02, "Rules of Professional Responsibility".

FEASIBILITY STUDY OUTLINE

The proposed outline for the feasibility study is as follows:

Executive Summary

- Section 1. **Basis of Planning:** Specific issues, previous investigations, and regulatory requirements.
- Section 2. **Water Reuse Requirements:** State regulations, general requirements, and description of potential reclaimed water uses.
- Section 3. **Water Reuse Demand.** Identify potential reuse customers within the City of Coeur d'Alene area of city impact.
- Section 4. **Water Reuse Treatment, Storage, and Distribution.** Identify wastewater source, proposed treatment process, need for storage, pumping, and distribution network.
- Section 5. **Economic Evaluation of Water Reuse.** Describe the alternatives and identify construction and operating costs.
- Section 6. **Water Reuse Program.** Describe the recommended program and implementation steps.

HDR Subtasks:

1301 Analyze Reclaimed Water Demand

Objective. Summarize State regulations for water reuse. Identify location of potential reclaimed water customers and estimate demand.

Approach. Before a conceptual arrangement for reclaimed water treatment and distribution facilities can be developed, it is necessary to identify the location of potential customers and project the consumption. State regulations for water reuse must also be reviewed. The following subtasks will be performed:

Subtask 1300.1 Summarize Water Reuse Regulations. Consultant will summarize regulations established by the Department of Environmental Quality for water reuse in the State of Idaho. Consultant will prepare a summary technical memorandum (Section 2 of the report).

Subtask 1300.2 Meet with City Staff to Identify Potential Reclaimed Water Customers.

The City Water Department keeps records of potable water use in the City service area. Also, City Wastewater Department staff have institutional knowledge of heavy water users that could be potential water reuse customers. Consultant will meet with City staff and review the available information.

Subtask 1300.3 Estimate Demand for Reclaimed Water. Based on information provided by the City, Consultant will develop projections of the quantity of reclaimed water that could be consumed, as well as the location of the projected demand. Consultant will prepare a technical memoranda (Section 3 of the report) summarizing the demand and customer location.

Subtask 1300.4 Conduct Quality Control and Quality Assurance Review. A quality control review of task deliverables will be conducted prior to release of deliverables to the City.

City Involvement:

- City will provide information on potential reuse customers. The information will consist of customer locations, marked on a map, and current water consumption records.

Assumptions:

- One meeting with the City will be required for obtaining the customer information.

Deliverables:

- Electronic copy of Section 2 of the feasibility study, Water Reuse Requirements, and
- Electronic copy of Section 3 of the feasibility study, Water Reuse Demand.

1302 Develop Water Reuse, Treatment, Storage and Distribution Concept

Objective. Identify the necessary components of a complete reclaimed water system.

Approach. Water reuse requires that wastewater be treated to level sufficient to meet reuse standards, that the reclaimed water be monitored and/or stored to ensure protection of public health, and that reclaimed water be distributed to customers. The following subtasks will be performed:

Subtask 1300.5 Evaluate Water Reclamation Treatment Technology. Evaluate technology for producing reclaimed water. Identify the recommended treatment process and facility location. Develop a preliminary process configuration schematic and preliminary layout.

Subtask 1300.6 Evaluate Wastewater Collection System. Consultant will evaluate configuration of the local wastewater collection system and identify a point where wastewater flow is sufficient to meet reclaimed water demand.

Subtask 1300.7 Evaluate Storage and Monitoring Requirements. State of Idaho regulations require that reclaimed water quality be monitored and/or stored to ensure protection of public health. Consultant will evaluate requirements and recommend storage and monitoring configuration.

Subtask 1300.8 Develop Reclaimed Water Pumping and Distribution System Configuration. Reclaimed water product must be distributed to customers. Consultant will develop a preliminary arrangement and sizing for reclaimed water supply network (i.e., 'purple pipe.')

Subtask 1300.9 Conduct Quality Control and Quality Assurance Review. A quality control review of draft report will be conducted prior to release of the report to the City.

City Involvement:

- City will identify preferred locations for centralized and decentralized (satellite) water reclamation treatment facility (facilities), including existing wastewater treatment facility.
- City will provide information on potential reuse customers. The information will consist of customer locations, marked on a map, and current water consumption records.

Assumptions:

- Treatment configuration is assumed could consist of a 'satellite plant' withdrawing wastewater from the local wastewater collection system.
- Wastewater flow information is readily available. Consultant has preliminary data available from 2003 Comprehensive Sewer Plan Update.

Deliverables:

- Electronic copy of Section 4 of the feasibility study, Water Reuse Treatment, Storage, and Distribution. Identify wastewater source, proposed treatment process, need for storage, pumping, and distribution network.

1303 Conduct Economic Analysis and Prepare Feasibility Report

Objective. Review and develop an overall configuration for a reclaimed water system to serve the City of Coeur d'Alene. Cost estimates and a project implementation plan for the recommended alternative will be developed, and a feasibility report summarizing the results of the study will be prepared.

Approach. The Consultant will perform the following subtasks:

Subtask 1300.10 Develop Preliminary Water Reclamation System Configuration. Sizing of individual components will be performed in Task 2 above. A preliminary overall configuration will be developed.

Subtask 1300.11 Prepare Cost Estimates for Preliminary Approach. Consultant will prepare capital cost, annual operating and maintenance cost, and 20-year present worth cost estimates for the preliminary approach.

Subtask 1300.12 Conduct Review Workshop. Once the preliminary arrangement is developed, Consultant will conduct a review workshop with City staff to review the initial approach. The focus will be on cost control, identification of initial facilities, and overall project staging and implementation.

Subtask 1300.13 Revise Reclaimed Water System Configuration and Update Cost Estimates. Based on the outcome of the review workshop, Consultant will revise the reclaimed water system configuration and update the estimated service costs.

Subtask 1300.14 Prepare Draft Feasibility Study. Consultant will prepare a feasibility report summarizing the evaluation and describing project implementation. The feasibility study will follow the outline identified above.

Subtask 1300.15 Prepare Final Feasibility Study. Based on comments provided by the City, Consultant will update the draft feasibility study and prepare a final version.

Subtask 1300.16 Conduct Quality Control and Quality Assurance Review. A quality control review of draft report will be conducted prior to release of the report to the City.

City Involvement:

- Participate in review workshop and provide feedback and preference during the development of the preferred approach.
- Review the draft engineering report and provide comments to the Consultant.

Assumptions:

- Only one alternative approach will be developed. This approach will be refined during the review workshop.

Deliverables:

- Section 5 of the feasibility study, Economic Evaluation of Water Reuse. Describe the alternatives and identify construction and operating costs.
- Section 6 of the feasibility study, Water Reuse Program. Describe the recommended program and implementation steps.
- Electronic files and 5 copies of Draft Engineering Report
- Electronic files and 5 copies of Final Engineering Report.

SCHEDULE

Based on an anticipated Notice to Proceed date of January __, 2006, the project schedule is as follows:

Task	Description	Schedule
100	Flow and Wasteload Projections	January – February 2006
400	Treatment Alternatives Evaluation	February – August 2006
500	Site Master Planning	March – August 2006
600	Implementation and Business Plan	April – September 2006 (link draft input to FY2007 budgeting process in May 2006)
700	Public/Council Involvement	Schedule as-needed to provide timely information and match overall facility planning schedule
	Workshop No. 1 Preliminary Assessment of Treatment and Plant Site Requirements	March 2006
	Workshop No. 2 Treatment Alternatives and Plant Site Layouts	June 2006
	Workshop No. 3 Recommended Treatment Process and Plant Site Layout	September 2006
	Draft Plan to Public Works Committee/Council	December 2006
800	Project Reports	Draft Facility Plan Amendment: December 31, 2006 Final Facility Plan Amendment: March 31, 2007
900	Project Management	January 2006 – March 2007
1100	Pilot Treatment Process Testing	April – June 2006 (target spring changes in influent quality)
1200	Site Master Planning Charrette	Schedule as appropriate to coordinate with overall City planning efforts on the riverfront and provide input to facility planning (target May 2006)
1300	Effluent Reuse Feasibility Analysis	April – August 2006

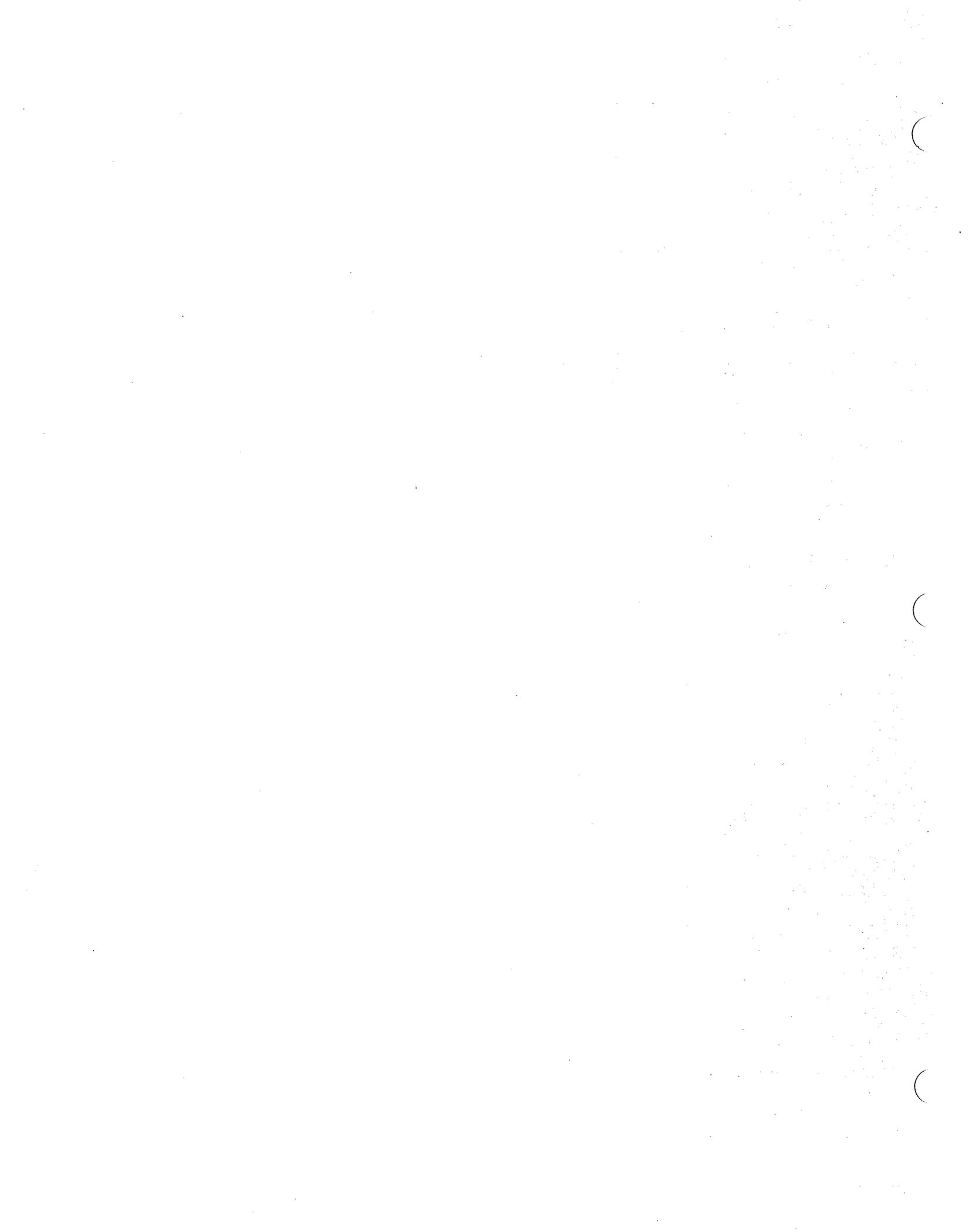
COMPENSATION SCHEDULE

Wastewater Treatment Facility Planning Amendment

Task No./Task Name	Direct Labor	Indirect Labor Overhead	Direct Costs	Subconsultant	Professional Fee	Total
Task 100 Flow and Wasteload Projections	\$6,044	\$10,577	\$874	\$0	\$1,828	\$19,323
Task 400 Treatment Alternatives Evaluation	\$13,118	\$22,957	\$3,698	\$0	\$3,968	\$43,742
Task 500 Site Master Planning	\$13,814	\$24,175	\$2,111	\$0	\$4,179	\$44,279
Task 600 Implementation and Business Plan	\$8,860	\$15,505	\$2,203	\$0	\$2,680	\$29,248
Task 700 Public/Council Involvement	\$5,166	\$9,041	\$3,175	\$0	\$1,563	\$18,944
Task 800 Project Reports	\$8,471	\$14,825	\$2,003	\$0	\$2,563	\$27,862
Task 900 Project Management	\$5,307	\$9,287	\$2,859	\$0	\$1,605	\$19,058
Task 1100 Pilot Treatment Process Testing	\$25,297	\$44,269	\$9,314	\$0	\$7,652	\$86,532
Task 1200 Site Master Planning Charrette	\$17,081	\$29,892	\$7,620	\$0	\$5,167	\$59,761
Task 1300 Effluent Reuse Feasibility Analysis	\$19,064	\$33,362	\$4,793	\$0	\$5,767	\$62,985
Total	\$122,222	\$213,889	\$38,650	\$0	\$36,972	\$411,733



OTHER BUSINESS



RESOLUTION NO. 06-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH WILLIAM D. CRAWFORD AND ACCEPTING THE DEDICATION OF RIGHT OF WAY.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and William D. Crawford, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

WHEREAS, as part of the annexation agreement Mr. Crawford has agreed to dedicate ten (10) feet of additional right-of-way along 15th street and twenty-five (25) feet of right-of-way along Violet Ave., a copy of the legal description and Grant Deed are attached hereto as Exhibit "2" and by this reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into this annexation agreement and to accept the dedication of said rights-of-way; NOW, THEREFORE,

BE IT RESOLVED, that the City enter into a Annexation Agreement with William D. Crawford in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the City hereby accepts the dedication of the rights of way attached hereto as Exhibit "2".

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

DATED this 17th day of January, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

Councilman McEvers Voted _____

Councilman Hassell Voted _____

Councilman Edinger Voted _____

Councilman Reid Voted _____

Councilman Kennedy Voted _____

Councilman Goodlander Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 17th day of January, 2006, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **William D. Crawford**, 823 Boyd Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "Owner".

WITNESSETH:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits that Owner wishes to develop, and the Owner have applied for annexation to the City. Said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: LEGAL DESCRIPTION

Section 1. Legal Descriptions: The Property to be annexed is an approximately 24,960 square foot parcel located at the northwest corner of 15th Street and Violet Avenue and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

Section 1. Applicable Standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of construction drawings approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

Section 1: Use of Utilities:

1.1 Water and Sewer: The Owner agrees to use the City's sanitary sewer system for this development. Because the property is located within the Hoffman Water Company service area, Owner will be required to obtain a letter from the Hoffman Water Company allowing the City to provide water service prior to the City providing water service to the property.

1.2 Garbage Collection: The Owner agrees to use the garbage collection service in effect within the City of Coeur d'Alene for this new development. The City will identify the garbage collection service to be used.

1.3 Maintenance of Private Sanitary Sewer and Water Lines: City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, serving the Owner's development.

1.4 Street Lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

1.5 Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

1.6 Existing Sewer Lateral: The Owner agrees that the existing sewer lateral is adequate for the immediate needs of Owner's development of the subject property and agrees to hold the City harmless for any additional costs involved to connect to this pre-existing line.

ARTICLE IV: PUBLIC IMPROVEMENTS

Section 1: Installation of Public Improvements: The Owner agrees that prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall, in accordance with City Code, submit plans for approval and construct and install all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

ARTICLE V: RIGHT-OF-WAY

Section 1. Dedication of Public Right-of-Way:

1.1 Ten Foot (10') Right of Way along 15th Street: The Owner will, on or before the execution of this agreement, grant to the City a Ten Foot (10') right of way along 15th Street for public purposes including future road expansion.

1.2 Twenty Five Foot (25') Right of Way along Violet Avenue: The Owner will, on or before the execution of this agreement, grant to the City of Coeur d' Alene a Twenty Five Foot (25') right-of-way for public purposes including future public road placement, along the southerly boundary of the subject property along Violet Avenue.

ARTICLE VI: FEES

Section 1. Consideration:

1.1 Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of Seven Hundred Fifty Dollars and no/100 (\$750.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per potential dwelling unit). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due on or before the execution of this agreement.

1.2 No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

Section 2. Other Fees: Additionally, the Owner, or successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

Section 3. The Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Three Hundred and No/100 Dollars (\$300.00).

ARTICLE VII. MISCELLANEOUS

Section 1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the property described in Article I, Section 1, rather than the parcel as a whole, that a short plat may be necessary. Owner agrees that in the event a short plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

Section 2. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from Owner's, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

Section 3. The Owner to Hold the City Harmless: The Owner further agrees they will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's tortious use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

Section 4. Time is of the Essence: Time is of the essence in this agreement.

Section 5. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

Section 6. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

Section 7. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

Section 8. Compliance with Applicable Laws: The Owner agrees to comply with all applicable laws.

Section 9. Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

Section 10. Publication of Ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

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

CITY OF COEUR D'ALENE

OWNER

By: _____
Sandi Bloem, Mayor

William D. Crawford

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of January, 2006, 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 _____ day of January, 2006, before me, a Notary Public, personally appeared **William D. Crawford**, known to me to be the Owner and acknowledged to me that such Owner 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.

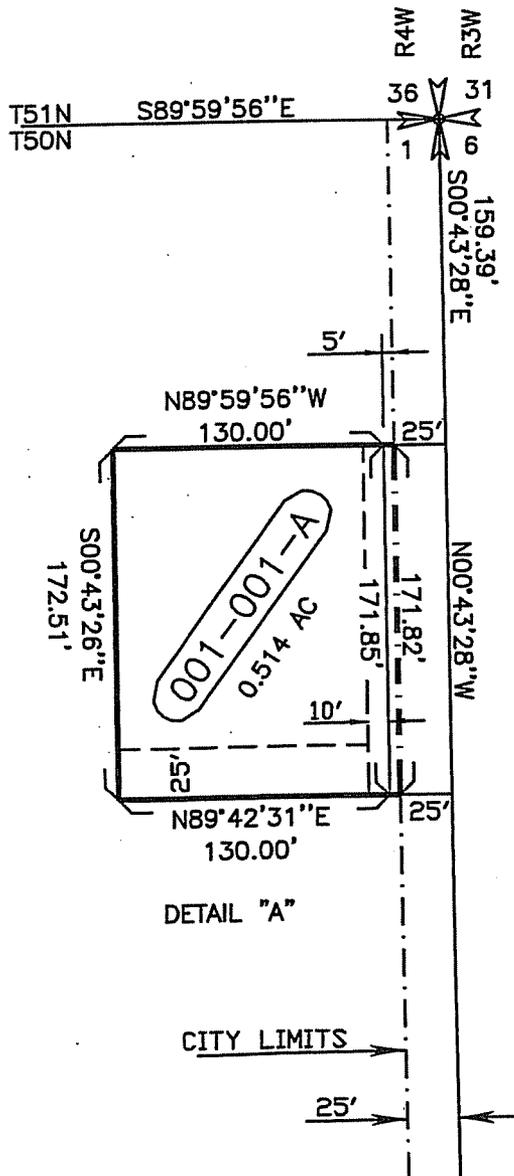
Notary Public for Idaho
Residing at _____
My Commission Expires: _____

EXHIBIT A

A PORTION OF LOT 1, BLOCK 1, GARDENDALE ACRE TRACTS AS RECORDED IN PLAT BOOK B, PAGE 145
IN THE NE 1/4 SECTION 1, T.50N., R.4W. B.M., KOOTENAI COUNTY, IDAHO

LEGAL DESCRIPTION (William Huender) (ANNEXATION AREA)

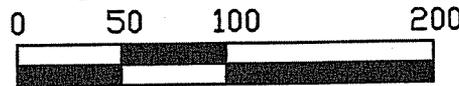
LOT 1, BLOCK 1, GARDENDALE ACRE TRACTS AS RECORDED IN PLAT BOOK B, PAGE 145, RECORDS OF KOOTENAI COUNTY, IDAHO, LESS THE SOUTH 306.25 FEET AND LESS THE NORTH 159.38 FEET. IN THE NE 1/4 SEC. 1, T.50N., R.4W. B.M. FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S00°43'28"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 159.39 FEET; THENCE N89°59'56"W A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE COEUR D'ALENE CITY LIMITS AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING N89°59'56"W A DISTANCE OF 5.00 FEET TO THE EAST LINE OF GARDENDALE ACRE TRACTS; THENCE CONTINUING N89°59'56"W A DISTANCE OF 130.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°43'26"E ALONG THE WEST LINE A DISTANCE OF 172.51 FEET; THENCE N89°42'31"E A DISTANCE OF 130.00 FEET TO THE EAST LINE OF SAID LOT 1; THENCE CONTINUING N89°42'31"E A DISTANCE OF 5.00 FEET TO THE INTERSECTION WITH THE COEUR D'ALENE CITY LIMITS; THENCE N00°43'28"W A DISTANCE OF 171.82 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 0.534 ACRES TOTAL ANNEXATION AREA.



CITY OF COEUR D'ALENE ANNEXATION

ORDINANCE NO. _____

SCALE 1"=100'



LOT AREA = 0.514 ACRES
ROAD AREA = 0.020 ACRES
TOTAL ANNEXATION AREA = 0.534 ACRES

REFERENCE RECORD OF SURVEY
BOOK 23, PAGE 158

DURTSCHI & ASSOC., INC.
SURVEYING-PLANNING
P.O. BOX 700
9751 GOVERNMENT WAY, SUITE 5
HAYDEN LAKE, ID 83835
PHONE: (208) 772-2233
FAX: (208) 762-5180
E-MAIL: budeesy@verison.net

PROJECT NO. 3770

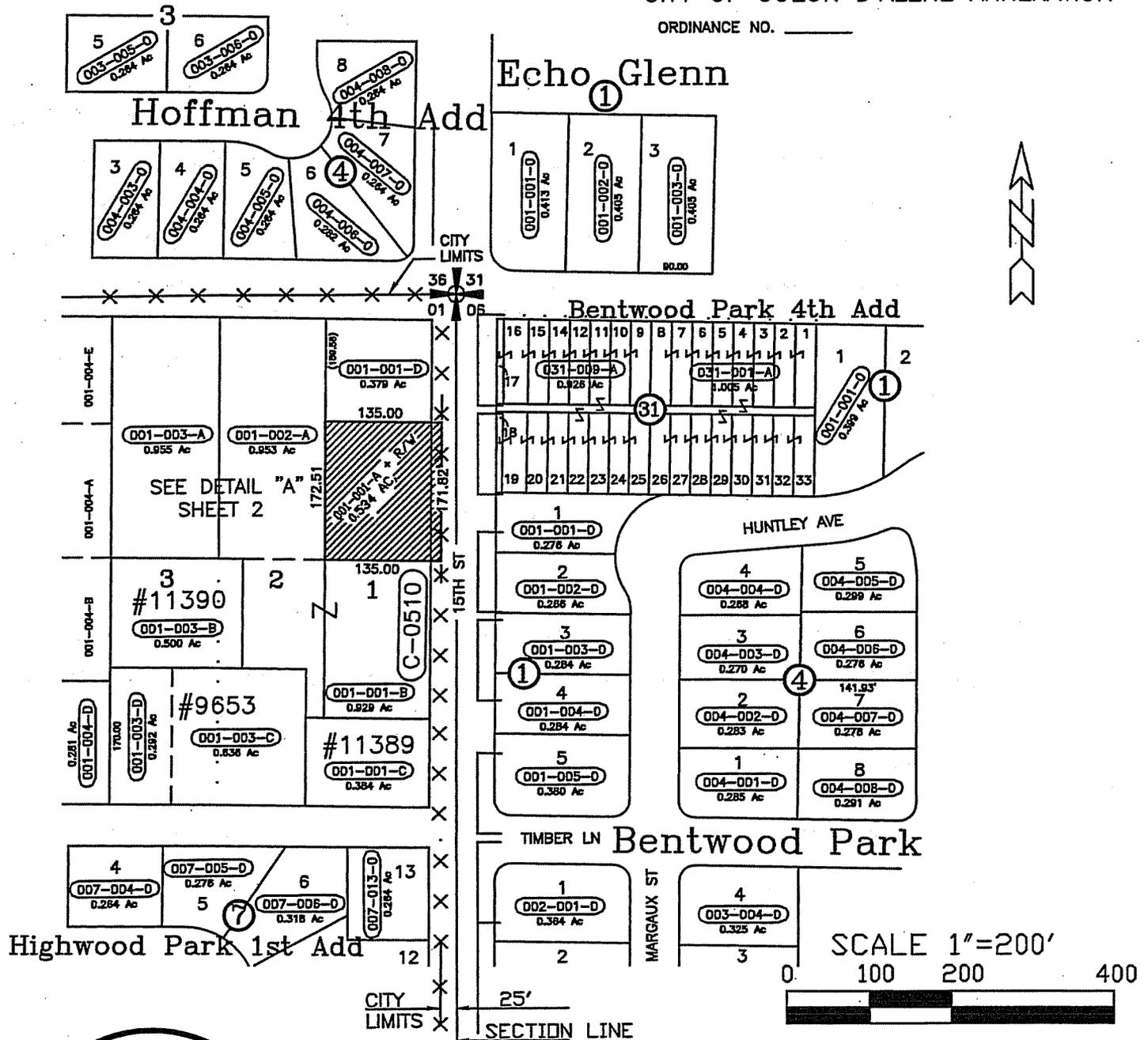
DATE: DECEMBER 2005

EXHIBIT A

A PORTION OF LOT 1, BLOCK 1, GARDENDALE ACRE TRACTS AS RECORDED IN PLAT BOOK B, PAGE 145
IN THE NE 1/4 SECTION 1, T.50N., R.4W. B.M., KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ALENE ANNEXATION

ORDINANCE NO. _____



DURTSCHI & ASSOC., INC.
SURVEYING-PLANNING
P.O. BOX 700
9751 GOVERNMENT WAY, SUITE 5
HAYDEN LAKE, ID 83835
PHONE: (208) 772-2233
FAX: (208) 762-5180
E-MAIL: budeesy@verison.net

**GRANT DEED
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that William D. Crawford, whose address is 823 Boyd Avenue, Coeur d'Alene, Idaho 83814, GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged does hereby grant, quitclaim and convey unto the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation, the GRANTEE, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described portions of property in Kootenai County, to wit:

See attached "Exhibit A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR does hereby dedicate his interest in said strips of land for public use. Said Grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 13 day of Dec, 2005.

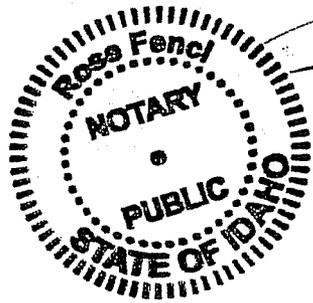


William D. Crawford, GRANTOR

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

On this 13 day of December, 2005, before me a Notary Public, personally appeared William D. Crawford, known or identified to me to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

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



Rosa Fencil
Notary Public for the State of: IDAHO
Residing at: Coeur d'Alene
My Commission Expires: 8-23-2011

15th STREET

A strip of land 10.00 foot in width on a portion of Lot 1, Block 1, Gardendale Acre Tracts as recorded in Plat Book B, Page 145, records of Kootenai County, Idaho and further described as follows:

Commencing at the Northeast corner of Section 1, T50N., R.4W. B.M.; thence S00°43'28"E along the Section line a distance of 159.39 feet; thence N89°59'56"W a distance of 30.00 feet to the East line of said Lot 1 and the True Point of Beginning for this description; thence continuing N89°59'56"W a distance of 10.00 feet; thence S00°43'28"E a distance of 171.90 feet; thence N89°42'31"E a distance of 10.00 feet to the East line of said Lot 1; thence N00°43'28"W a distance of 171.85 feet to the True Point of Beginning.

VIOLET STREET

A strip of land 25.00 foot in width on a portion of Lot 1, Block 1, Gardendale Acre Tracts as recorded in Plat Book B, Page 145, records of Kootenai County, Idaho and further described as follows:

Commencing at the Northeast corner of Section 1, T50N., R.4W. B.M.; thence S00°43'28"E along the Section line a distance of 331.09 feet; thence S89°42'31"W a distance of 40.00 feet to the True Point of Beginning for this description; thence continuing S89°42'31"W a distance of 120.00 feet to the West line of said Lot 1; thence N00°43'26"W along the West line a distance of 25.00 feet; thence N89°42'31"E a distance of 120.00 feet; thence S00°43'28"E a distance of 25.00 feet to the True Point of Beginning.



3770-Crawford, Don

COUNCIL BILL NO. 05-1039
ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 1, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.120, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #46; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-3 (Residential at 3 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

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

SECTION 4. That the above described property be and the same is hereby declared to be and shall be a part of Precinct #46, and that Section 1.16.120, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #46.

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

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

APPROVED by the Mayor this 17th day of January, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Annexation of Property / A-4-05

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 1, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.120, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #46; 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.

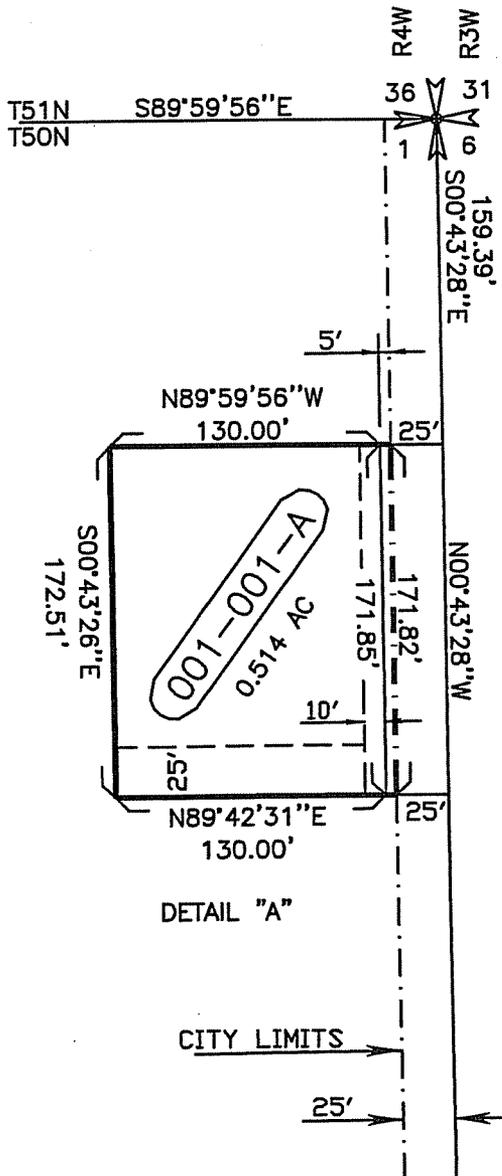
Susan K. Weathers, City Clerk

EXHIBIT A

A PORTION OF LOT 1, BLOCK 1, GARDENDALE ACRE TRACTS AS RECORDED IN PLAT BOOK B, PAGE 145
IN THE NE 1/4 SECTION 1, T.50N., R.4W. B.M., KOOTENAI COUNTY, IDAHO

LEGAL DESCRIPTION (William Huender) (ANNEXATION AREA)

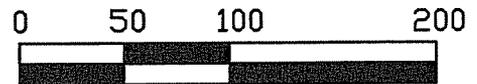
LOT 1, BLOCK 1, GARDENDALE ACRE TRACTS AS RECORDED IN PLAT BOOK B, PAGE 145, RECORDS OF KOOTENAI COUNTY, IDAHO, LESS THE SOUTH 306.25 FEET AND LESS THE NORTH 159.38 FEET. IN THE NE 1/4 SEC. 1, T.50N., R.4W. B.M. FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S00°43'28"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 159.39 FEET; THENCE N89°59'56"W A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE COEUR D'ALENE CITY LIMITS AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING N89°59'56"W A DISTANCE OF 5.00 FEET TO THE EAST LINE OF GARDENDALE ACRE TRACTS; THENCE CONTINUING N89°59'56"W A DISTANCE OF 130.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°43'26"E ALONG THE WEST LINE A DISTANCE OF 172.51 FEET; THENCE N89°42'31"E A DISTANCE OF 130.00 FEET TO THE EAST LINE OF SAID LOT 1; THENCE CONTINUING N89°42'31"E A DISTANCE OF 5.00 FEET TO THE INTERSECTION WITH THE COEUR D'ALENE CITY LIMITS; THENCE N00°43'28"W A DISTANCE OF 171.82 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 0.534 ACRES TOTAL ANNEXATION AREA.



CITY OF COEUR D'ALENE ANNEXATION

ORDINANCE NO. _____

SCALE 1"=100'



LOT AREA = 0.514 ACRES
ROAD AREA = 0.020 ACRES
TOTAL ANNEXATION AREA = 0.534 ACRES

REFERENCE RECORD OF SURVEY
BOOK 23, PAGE 158

DETAIL "A"

CITY LIMITS



DURTSCHI & ASSOC., INC.
SURVEYING-PLANNING

P.O. BOX 700
9751 GOVERNMENT WAY, SUITE 5
HAYDEN LAKE, ID 83835
PHONE: (208) 772-2233
FAX: (208) 762-5180
E-MAIL: budesy@verison.net

PROJECT NO. 3770

DATE: DECEMBER 2005

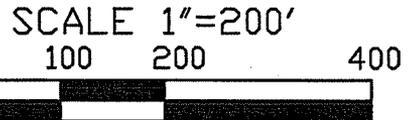
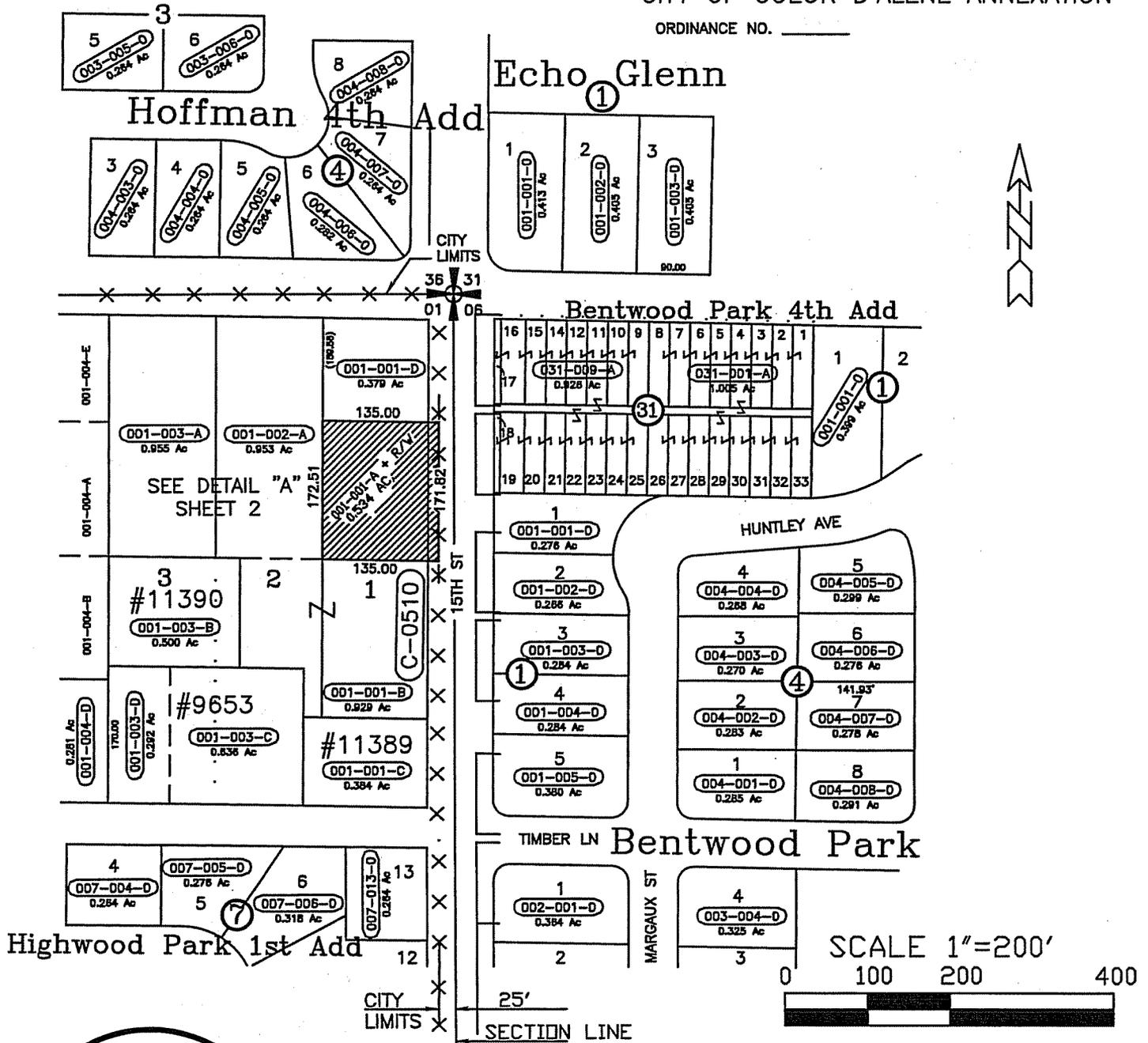
EXHIBIT A

SHEET 1 OF 2

A PORTION OF LOT 1, BLOCK 1, GARDENDALE ACRE TRACTS AS RECORDED IN PLAT BOOK B, PAGE 145
IN THE NE 1/4 SECTION 1, T.50N., R.4W. B.M., KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ALENE ANNEXATION

ORDINANCE NO. _____



DURTSCHI & ASSOC., INC.
SURVEYING-PLANNING
 P.O. BOX 700
 9751 GOVERNMENT WAY, SUITE 5
 HAYDEN LAKE, ID 83835
 PHONE: (208) 772-2233
 FAX: (208) 762-5180
 E-MAIL: budesy@verison.net

15th STREET

A strip of land 10.00 foot in width on a portion of Lot 1, Block 1, Gardendale Acre Tracts as recorded in Plat Book B, Page 145, records of Kootenai County, Idaho and further described as follows:

Commencing at the Northeast corner of Section 1, T50N., R.4W. B.M.; thence $S00^{\circ}43'28''E$ along the Section line a distance of 159.39 feet; thence $N89^{\circ}59'56''W$ a distance of 30.00 feet to the East line of said Lot 1 and the True Point of Beginning for this description; thence continuing $N89^{\circ}59'56''W$ a distance of 10.00 feet; thence $S00^{\circ}43'28''E$ a distance of 171.90 feet; thence $N89^{\circ}42'31''E$ a distance of 10.00 feet to the East line of said Lot 1; thence $N00^{\circ}43'28''W$ a distance of 171.85 feet to the True Point of Beginning.

VIOLET STREET

A strip of land 25.00 foot in width on a portion of Lot 1, Block 1, Gardendale Acre Tracts as recorded in Plat Book B, Page 145, records of Kootenai County, Idaho and further described as follows:

Commencing at the Northeast corner of Section 1, T50N., R.4W. B.M.; thence $S00^{\circ}43'28''E$ along the Section line a distance of 331.09 feet; thence $S89^{\circ}42'31''W$ a distance of 40.00 feet to the True Point of Beginning for this description; thence continuing $S89^{\circ}42'31''W$ a distance of 120.00 feet to the West line of said Lot 1; thence $N00^{\circ}43'26''W$ along the West line a distance of 25.00 feet; thence $N89^{\circ}42'31''E$ a distance of 120.00 feet; thence $S00^{\circ}43'28''E$ a distance of 25.00 feet to the True Point of Beginning.

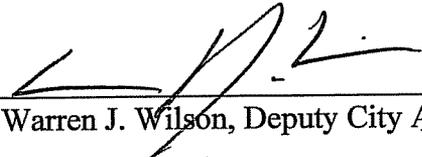


3770-Crawford, Don

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. _____, Annexation of Property / A-4-05, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17th day of January, 2006.



Warren J. Wilson, Deputy City Attorney



RESOLUTION NO. 06-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY AMENDING RULE I, GENERAL PROVISIONS, SECTION 2, ENTITLED "PERSONNEL OFFICER," TO CLARIFY THAT THE PERSONNEL OFFICER SHALL BE THE DEPUTY CITY ADMINISTRATOR; SECTION 11, ENTITLED "EMPLOYEE STANDARDS OF CONDUCT" TO CLARIFY WORDING AND ADD THE STANDARD AGAINST FAVORITISM AND FAILURE TO DISCLOSE A CONFLICT OF INTEREST, AND CLARIFY DISCIPLINARY ACTION AND GRIEVANCE PROCEDURE FOR THIS SECTION; AMEND RULE VI, "APPLICATIONS AND APPLICANTS" SECTION 1, ENTITLED "ANNOUNCEMENT," SECTION 2 ENTITLED "APPLICATION FORMS," AND SECTION 3 ENTITLED "DISQUALIFICATIONS IN GENERAL" TO CLARIFY THAT THE HUMAN RESOURCE DIRECTOR MANAGES THE APPLICATION PROCESSES AND TO CLARIFY THE QUALIFICATION CATEGORIES AND TO CLARIFY PROCESS FOR MANAGING A CONFLICT OF INTEREST OCCURRING AFTER EMPLOYMENT WITH THE CITY; TO REPEAL SECTION 4, ENTITLED "NEPOTISM PROHIBITED;" AMENDING RULE XV ENTITLED "GRIEVANCE PROCEDURES," SECTION 3 ENTITLED "INFORMAL GRIEVANCE PROCEDURE" AND SECTION 4 ENTITLED "FORMAL GRIEVANCE PROCEDURE" TO CLARIFY LANGUAGE.

WHEREAS, the need to revise various Personnel Rules, as noted above, has been deemed necessary by the City Council; and

WHEREAS, said Personnel Rule amendments have been properly posted 10 days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such rules and plan amendments, attached hereto as Exhibit "A," be adopted; NOW, THEREFORE,

DATED this 17th day of January, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER REID Voted _____

_____ was absent. Motion _____.

RULE I: GENERAL PROVISIONS

SECTION 2.

Personnel Officer

The Deputy City Administrator shall be the Personnel Officer. The Deputy City Administrator may delegate any of the powers and duties conferred upon him or her as Personnel Officer under these rules to any other officer or employee of the City or may recommend that such powers and duties be performed under contract with a qualified person or agency. The Personnel Officer shall:

- (a) Administer all the provisions of this chapter and the Personnel Rules not specifically reserved to the City Council or the Personnel Appeals Board;
- (b) Prepare and recommend to the City Council personnel rules and revisions and amendments to such rules. The City Attorney shall approve the legality of such rules and amendments prior to their submission to the City Council;
- (c) Prepare or cause to be prepared a position classification plan, including class specifications, and revisions of the plan, and any revisions thereof, which shall become effective upon approval by the City Council;
- (d) Prepare or cause to be prepared a plan of compensation, and revisions thereof, covering all classifications in the competitive service and the plan and any revisions thereof, which shall become effective upon approval by the City Council;
- (e) Provide for the recruiting, examination and certification to the appointing power, a list of persons eligible for appointment to the appropriate positions in the competitive service.

SECTION 11.

Employee Standards of Conduct

In order to avoid conflicts of interest and/or the appearance thereof, the following rule shall be applicable to all city employees, including ~~and elected and or appointed~~ officials.

No employee of the City covered by these rules shall:

- (a) ~~Use their~~ his official authority to influence or interfere ~~for the purpose of interfering with~~ an election to or a nomination for office, or to affect ~~affecting~~ the results thereof; or
- (b) ~~Directly~~ coerce, attempt to coerce, command, or direct any other such officer or employee to pay, lend, or contribute any part of his salary or compensation or anything else of value to any party, committee, organization, agency or person for political purpose;

(c) ~~No person shall~~ make any false statement, certificate, mark, rating or report with regard to any test, certification or appointment made under any provision of these rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules and policies hereunder;

~~(e)(d)~~ No person shall, directly or indirectly, give, render, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment, promotion or proposed promotion to, or any advantage in, a position in the City government service.

~~(d)(e)~~ No employee shall accept any gifts, including trivial gifts or benefits, which exceed the value of fifty dollars (\$50.00), in concurrence with Idaho Code 18-1356 and 18-1359. Such gifts shall not be accepted in a manner, which would by-pass this rule, such as a combination of trivial gifts from one person or organization when combined exceed a \$50.00 value. A violation of this rule shall constitute a misdemeanor, and such action will be cause for disciplinary action. Gifts or other benefits received on account of kinship or other personal professional or business relationship independent of the employment ~~with~~ of the City shall be exempt.

(f) show favoritism to another employee. Favoritism occurs when an employee in the supervisory chain shows special treatment to another employee;

(g) fail to disclose an actual or potential conflict of interest that places the employee in a position to influence a decision resulting in a personal gain for that employee, a relative, or any person residing in the employee's household.

Violations of the Standards of Conduct will be cause for disciplinary action. Employees directly or adversely affected by this policy may file a grievance pursuant to the grievance procedures set forth in Rule XV of these rules.

RULE VI: APPLICATIONS AND APPLICANTS

SECTION I.

Announcement

All examinations for classes in the competitive service shall be publicized by posting announcements in City Hall, and by such other methods as the ~~Personnel Officer~~ Human Resource Director deems advisable. The announcements shall specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; preparation desirable for the performance of the work of the class; the manner of making applications; and other pertinent information.

SECTION 2.**Application Forms**

- (a) Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certificates of one or more examining physicians, references and fingerprinting. All applications must be signed by the person applying.
- (b) No person shall be admitted to any required examination for a position in the competitive service until he shall have filed an application upon a form provided by the City.
- (c) The City, in calling any examination, shall fix the period within which applications will be received from persons desirous of taking such examination, and no such period shall be less than two (2) weeks. A notice thereof shall be posted at City Hall in Coeur d'Alene and published in at least two (2) editions of the official newspaper of the City of Coeur d'Alene, with such other publicity as may be deemed necessary by the City. No application shall be received less than three (3) days before the date of the examination.
- (d) Applications and accompanying certificates unless returned for correction will remain on file in the ~~office~~ the Human Resource Department of the Personnel Officer and under no circumstances be returned to the applicants. Applications returned for correction must be back in the Human Resource Department ~~office of the Personnel Officer~~ before the date of the examination.

SECTION 3.**Disqualifications, In General**

The Human Resource Director ~~Personnel Officer~~ at his/her discretion, may reject an application, refuse to examine an applicant, or after examination, to certify an applicant as eligible and may remove his name from the eligible list for any of the following reasons:

- a) The application demonstrates on its face that the applicant does not possess the minimum qualifications for the position; or
- b) Dismissal from previous employment for delinquency or misconduct; or
- c) Mental or physical unfitness, including failure of a pre-employment physical exam, for the position applied for; or
- d) Dishonest or criminal conduct; or
- e) Intentional false statement in any material fact or deception or fraud, in securing examination, certification, or appointment;
- f) Failure to disclose a conflict of interest; or
- g) The applicant is related to an employee within the chain of command of the position applied for; or

~~f)h)Habitual use of illegal drugs or intoxicating liquors to excess.~~

Notice to applicants: If an employee becomes related or a promotion creates a chain of command conflict, every effort will be made to make an accommodation or transfer one or the other to an open position so that no conflict would exist. If no acceptable transfer or accommodation can be made to remove the conflict, the existence of the conflict will be deemed grounds for termination of one of the employees for cause.

~~SECTION 4. Nepotism Prohibited~~

~~(a)Purpose/Intent:~~

~~The purpose of this section is to create a provision that specifically pertains to the prohibition of nepotism, as employment decisions not only must be fair; they also must give the appearance of being fair. Even assuming that supervisors could objectively hire their relatives from a field of candidates, there would remain the appearance of a lack of objectivity. Likewise, even if supervisors believe they can supervise their relatives objectively, experience has shown that supervisors tend to be either too lenient or too strict with their relatives compared with their other subordinates. Moreover, other employees may feel undue pressure to be more on guard around a co-worker who is related to the supervisor than around other co-workers. This policy is based upon a need to avoid actual or perceived conflicts of interest and improper influence or behavior.~~

~~(b)Definition:~~

~~(1)Relative shall be defined, for this section, as any person who is related to the employee as a spouse, grandparent, parent, stepparent, foster parent, brother and sister (including half, step, and in law), child (including step and foster), aunt, uncle, nephew, niece, first cousin, father in-law, and mother in-law.~~

~~(2)Supervisory chain of employee shall mean any supervisor, manager, or department head that has input and/or authority to evaluate, discipline, promote, hire, or hear grievances and/or harassment claims of an employee.~~

~~(c)Nepotism Prohibited; Procedure:~~

~~(1)Consistent with Idaho Code 18-1359, City officials and the City Administrator shall not appoint, hire, supervise, or have influence over, or otherwise employ a relative for compensation payable from public funds, including contractual employment.~~

~~(2)Relatives of employees shall not be appointed, hired, transferred, promoted, or demoted or otherwise placed to work in any position where a relative would be in a supervisory chain of the employee.~~

~~(3) If employees become married, and the marriage creates a violation of paragraph B above, every effort will be made to transfer one or the other to an open position so that no violation exists. If a job reassignment is not available, the two employees must decide within sixty days (60), who will stay in the current position and who will resign. Failure to comply with this section shall be grounds for termination with cause.~~

RULE XV: GRIEVANCE PROCEDURES

SECTION 3.

Informal Grievance Procedures

An employee who has a problem or complaint may try to get it settled through discussion with the employee's immediate supervisor or department supervisor when the complaint directly involves an immediate supervisor, ~~without undue delay.~~ Such discussion shall be initiated within fifteen (15) calendar days from the date of the incident complained of, or within fifteen (15) calendar days from the date of which the employee became aware of the incident, whichever is later. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with his/her supervisor's immediate superior, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, the employee shall have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his/her immediate superior. The informal discussion shall not be taken above the department head.

SECTION 4.

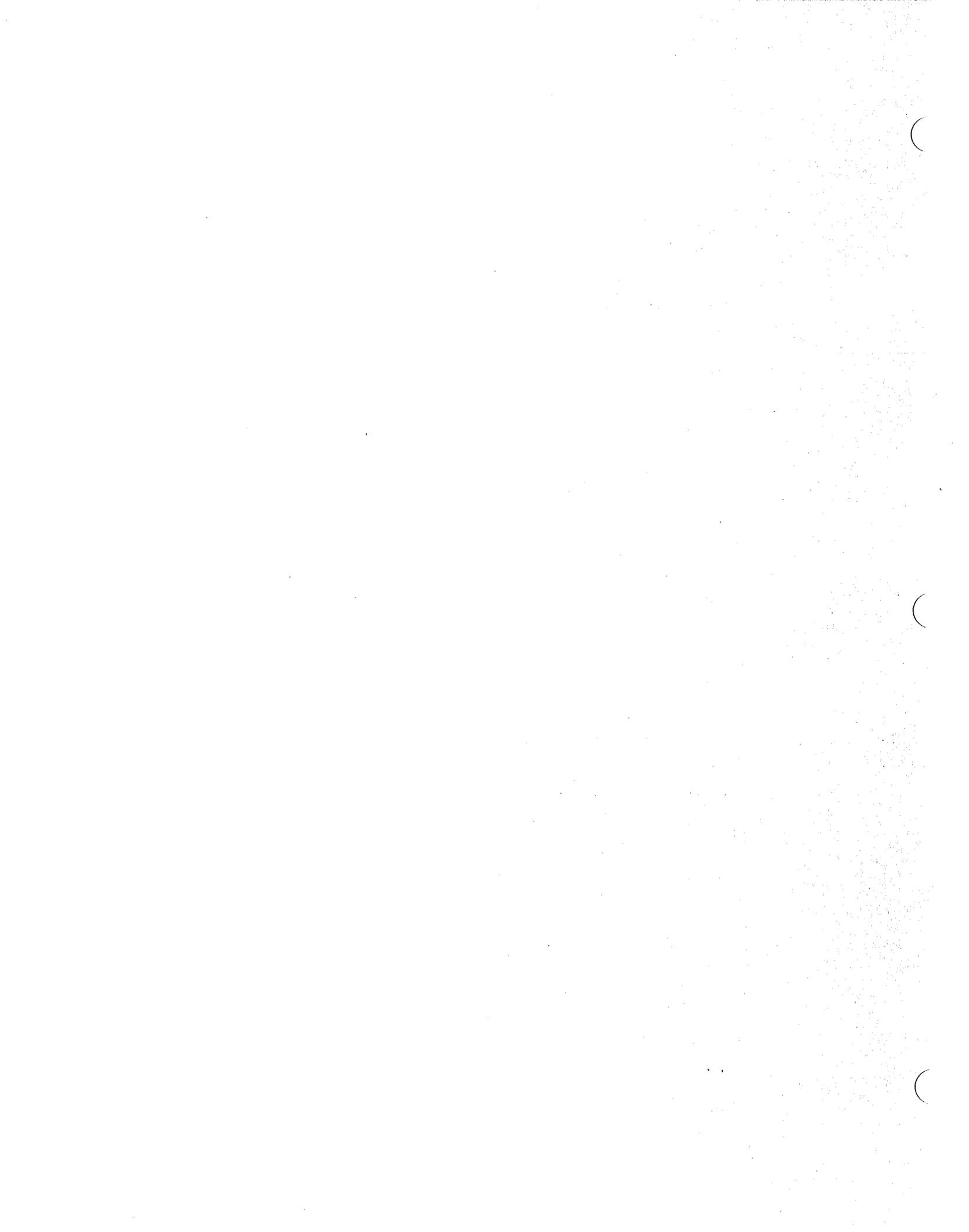
Formal Grievance Procedure

- (a) First Level of Review: The grievance shall be presented in writing to the employee's immediate supervisor, who shall render a decision and comments in writing and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within ten (10) calendar days, the employee may present the grievance in writing to his/her department head. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a ~~withdrawal~~ dropping of the grievance.
- (b) Department Review: The department head receiving the grievance should discuss the grievance with the employee and representative,

if any, and with other appropriate persons. The department head shall render a decision and comment in writing, and return them to the employee within ten (10) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within ten (10) calendar days, the employee may present the grievance process in writing to the Personnel Officer. Failure of the employee to take further action within ten (10) days after receipt of the decision or a total of twenty-five (25) calendar days after the decision is ~~rendered~~rendered will constitute a withdrawal/dropping of the grievance.

- (c) Personnel Officer Review: The Personnel Officer ~~receiving the grievance~~ or the Personnel Officer's designated representative receiving the grievance shall discuss the grievance with the employee, and representative, if any, and with other appropriate persons. If the Personnel Officer fails to render a decision to the satisfaction of the aggrieved employee within thirty (30) days of the discussion with the employee, a fact finding committee shall ~~may be~~ appointed if requested by the aggrieved employee or the Personnel Officer. The committee shall be comprised of a representative appointed by the Personnel Officer, a representative appointed by the aggrieved employee, and a third member appointed by mutual agreement of the other two. The fact finding committee shall render a recommendation on the grievance to the aggrieved employee and the Personnel Officer within twenty (20) calendar days after receiving the grievance.

INFORMATION SECTION
Including
Correspondence
Boards/Commission/Committee Minutes



CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTHS ENDED
31-Dec-2005

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2005	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$152,380	\$36,867	24%
	Services/Supplies	23,345	2,866	12%
Administration	Personnel Services	364,030	99,577	27%
	Services/Supplies	54,290	10,000	18%
Finance	Personnel Services	520,965	132,287	25%
	Services/Supplies	124,220	14,984	12%
Municipal Services	Personnel Services	581,262	135,340	23%
	Services/Supplies	352,339	143,428	41%
	Capital Outlay	14,000	13,526	97%
Human Resources	Personnel Services	167,065	42,362	25%
	Services/Supplies	53,952	1,636	3%
	Capital Outlay			
Legal	Personnel Services	925,404	227,961	25%
	Services/Supplies	107,986	20,072	19%
	Capital Outlay			
Planning	Personnel Services	408,242	103,109	25%
	Services/Supplies	23,900	15,941	67%
Building Maintenance	Personnel Services	154,053	33,996	22%
	Services/Supplies	181,100	28,816	16%
	Capital Outlay			
Police	Personnel Services	6,395,776	1,693,300	26%
	Services/Supplies	465,402	325,249	70%
	Capital Outlay	206,626	54,945	27%
Fire	Personnel Services	4,204,574	1,148,270	27%
	Services/Supplies	330,789	53,093	16%
	Capital Outlay		50,191	
General Government	Personnel Services	62,400	2,029	3%
	Services/Supplies	71,822	71,822	100%
Local Law Enforcemnt Grant	Services/Supplies	17,520		
Byrne Grant (Federal)	Personnel Services	13,883	961	7%
	Services/Supplies	43,944	15,555	35%
	Capital Outlay			
COPS Grant	Services/Supplies	317,450	3,982	1%
Byrne Grant	Personnel Services	35,044	15,701	45%
	Services/Supplies	3,000	627	21%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	2,078	9%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTHS ENDED
31-Dec-2005

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2005	PERCENT EXPENDED
US Streets	Personnel Services	1,617,693	358,710	22%
	Services/Supplies	454,450	53,109	12%
	Capital Outlay	465,000	35,239	8%
Growth Services	Personnel Services	1,212,257	282,954	23%
	Services/Supplies	697,873	16,695	2%
	Capital Outlay	30,000	17,844	59%
Parks	Personnel Services	884,276	105,285	12%
	Services/Supplies	262,900	19,335	7%
	Capital Outlay	58,000		
Recreation	Personnel Services	505,020	183,187	36%
	Services/Supplies	164,475	25,594	16%
	Capital Outlay	20,000		
City Properties	Capital Outlay	251,697		
Total General Fund		23,024,544	5,598,523	24%
Library	Personnel Services	720,012	178,780	25%
	Services/Supplies	111,614	17,841	16%
	Capital Outlay	41,024	98,985	241%
Cemetery	Personnel Services	146,252	34,284	23%
	Services/Supplies	92,080	14,245	15%
	Capital Outlay	24,000		
Impact Fees	Services/Supplies	1,972,000		
Annexation Fees	Services/Supplies	410,000	410,000	100%
Parks Capital Improvements	Capital Outlay	370,000	155,262	42%
Insurance	Services/Supplies	275,500	17,303	6%
Total Special Revenue		4,162,482	926,700	22%
Debt Service Fund		1,428,674	50,178	4%
Ramsey Road	Capital Outlay	1,082,000	3,551	0%
Government Way - Phase 2	Capital Outlay		1,486	
Kathleen & Atlas Signal	Capital Outlay	230,000		
Kathleen Avenue	Capital Outlay			
4th St - Anton to Timber	Capital Outlay		303,524	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	694,580		
Seltice Way	Capital Outlay			
US Bank Grant - Seltice	Capital Outlay	10,000	117,750	1178%
Total Capital Projects Funds		2,016,580	426,311	21%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTHS ENDED
31-Dec-2005

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2005	PERCENT EXPENDED
Street Lights	Services/Supplies	491,711	85,489	17%
Water	Personnel Services	1,122,946	259,494	23%
	Services/Supplies	2,648,027	270,534	10%
	Capital Outlay	5,123,000	1,532,240	30%
	Debt Service	340,500	22,750	7%
Water Capitalization Fees	Services/Supplies	1,400,000		
Wastewater	Personnel Services	1,687,809	364,326	22%
	Services/Supplies	2,890,500	292,781	10%
	Capital Outlay	10,025,200	1,037,005	10%
	Debt Service	919,950	12,700	1%
WW Capitalization	Services/Supplies	4,234,109		
Sanitation	Services/Supplies	2,701,122	520,028	19%
Public Parking	Services/Supplies	172,249	18,339	11%
	Capital Outlay	300,000		
Stormwater Mgmt	Personnel Services	327,003	69,758	21%
	Services/Supplies	339,134	203,792	60%
	Capital Outlay	465,000	215,680	46%
Total Enterprise Funds		<u>35,188,260</u>	<u>4,904,916</u>	<u>14%</u>
Police Retirement		234,000	57,778	25%
Cemetery Perpetual Care		101,000	16,845	17%
Jewett House		18,860	2,574	14%
Reforestation		23,200	779	3%
CdA Arts Commission		5,000	709	14%
Public Art Fund		20,000	100	1%
Public Art Fund - LCDC		20,000	18,199	91%
Public Art Fund - Maintenance		1,000	54	5%
Fort Sherman Playground		1,000		
KMPO		181,797	146,907	81%
Business Improvement District		122,000	30,000	25%
Homeless Trust Fund		5,000	661	13%
Total Trust & Agency		<u>732,857</u>	<u>274,606</u>	<u>37%</u>
TOTALS:		<u><u>\$66,553,397</u></u>	<u><u>\$12,181,234</u></u>	<u><u>18%</u></u>

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

FUND	BALANCE 10/31/05	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/05
<u>General-Designated</u>	\$796,905	\$183,698	\$29,951	\$950,652
<u>General-Undesignated</u>	3,360,863	9,352,877	10,490,585	2,223,155
<u>Special Revenue:</u>				
Library	(91,155)	12,750	133,758	(212,163)
Cemetery	13,244	15,974	11,798	17,420
Parks Capital Improvements	382,779	29,636	40,895	371,520
Impact Fees	3,177,407	84,755		3,262,162
Annexation Fees	39,102	99		39,201
Insurance	1,045,624	31,092	16,803	1,059,913
<u>Debt Service:</u>				
2000 & 2002 G.O. Bonds	244,904	619	500	245,023
LID Guarantee	230,999	676		231,675
LID 124 Northshire/Queen Anne/Indian Meadows	102,111			102,111
LID 126 Downtown	-			-
LID 127 Fairway / Howard Francis	150,396	2,695		153,091
LID 129 Septic Tank Abatement	292,831			292,831
LID 130 Lakeside / Ramsey / Industrial Park	298,145	523		298,668
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	75,015	7,282		82,297
LID 137 Govt Way / Kathleen / WWTP Cap Fees	42,762			42,762
LID 143 Lunceford / Neider	31,135			31,135
LID 146 Northwest Boulevard	218,427			218,427
LID 148 Fruitland Lane Sewer Cap Fees	-	86		86
<u>Capital Projects:</u>				
Street Projects	(387,511)	87,125	422,110	(722,496)
<u>Enterprise:</u>				
Street Lights	(96,463)	36,597	50,894	(110,760)
Water	3,196,261	305,777	579,522	2,922,516
Water Capitalization Fees	2,240,576	37,352	37,342	2,240,586
Wastewater	2,659,079	425,754	949,758	2,135,075
Wastewater-Reserved	1,289,080	26,500		1,315,580
WWTP Capitalization Fees	3,547,086	305,204		3,852,290
WW Property Mgmt	60,668			60,668
Sanitation	117,599	248,212	250,995	114,816
Public Parking	493,880	34,239	12,500	515,619
Stormwater Mgmt	179,269	109,957	249,948	39,278
Water Debt Service	115	1		116
Wastewater Debt Service	120	1		121
<u>Trust and Agency:</u>				
LID Advance Payments	9,210			9,210
Utility Distribution	-			-
Police Retirement	1,356,764	26,620	24,660	1,358,724
Cemetery P/C	1,942,917	3,962	2,900	1,943,979
Sales Tax	1,132	942	1,132	942
Fort Sherman Playground	7,631	19		7,650
Jewett House	13,017	1,033	1,416	12,634
KCATT	3,010	8		3,018
Reforestation	178,306	5,850	6,192	177,964
CdA Arts Commission	826	2		828
Public Art Fund	55,080	139		55,219
Public Art Fund - LCDC	95,077	240	18,199	77,118
Public Art Fund - Maintenance	58,555	147	45	58,657
KMPO - Kootenai Metro Planning Org	74,679	11,394	54,684	31,389
BID	97,977	3,426	10,000	91,403
Homeless Trust Fund	392	721	661	452
GRAND TOTAL	\$27,605,827	\$11,393,984	\$13,397,248	\$25,602,563