

# Coeur d'Alene

## CITY COUNCIL MEETING

*April 4, 2006*

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**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,  
MARCH 21, 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, March 21, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

|                   |   |                            |
|-------------------|---|----------------------------|
| Al Hassell        | ) | Members of Council Present |
| Woody McEvers     | ) |                            |
| Deanna Goodlander | ) |                            |
| Mike Kennedy      | ) |                            |
| Loren Edinger     | ) |                            |
| Dixie Reid        | ) |                            |

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

**INVOCATION:** The invocation was led by Pastor Mike Slothower, River of Life Church.

**PLEDGE OF ALLEGIANCE:** Councilman Hassell led the pledge of allegiance.

**PROCLAMATION – WEEK OF THE YOUNG CHILD:** Councilman Hassell read the proclamation whereby Mayor Bloem proclaimed the week of April 2<sup>nd</sup> through April 8<sup>th</sup> as “The Week of the Young Child”. Martha Anderson accepted the proclamation.

**PRESENTATION – KOOTENAI COUNTY POLICE AND FIRE MEMORIAL FOUNDATION:** Police Sgt. Lee Brainard, introduced Mike Murphy, President of the Memorial Foundation, who explained that their foundation is based on funding resources for police officers and firefighters who are injured in the line of duty as well as for their family members who may experience an illness. Mike Murphy presented an overview of the program, which is based on the LAPD model. Vice President Gene McCloskey described the LAPD Foundation and how it functions. He noted that they will be having fund raising efforts such as a golf tournament on August 25<sup>th</sup> and a dinner in January.

**PRESENTATION – NORTH IDAHO CENTENNIAL TRAIL FOUNDATION – PRAIRIE TRAIL:** Mike Gridley, Vice Chairman and Matt Snow, Chairman of the Centennial Trail Foundation, presented the newest proposed trail called Prairie Trail. Mr. Gridley explained that Prairie Trail is to be located on the abandoned Union Pacific Railroad. The vision is to have a 5.2 mile trail from Riverstone to Meyer Road. It is their belief that this trail could also be used as an alternative transportation route. He noted that funding sources would come from grants and working with developers along the route. They requested a letter of support for their Prairie Trail project as well as a letter

of support for the grade separated crossings from the City Council.

**MOTION:** Motion by Goodlander, seconded by Edinger to authorize the mayor to write a letter of support for the Prairie Trail project as well as a letter of support for the grade separated crossings. Motion carried.

**PUBLIC COMMENTS:**

**REQUEST FOR A SUN LAW:** Barb Krumpacker, 1015 Lakeside, proposed a Sun Law, which would prohibit the construction of multi-story buildings that might potentially block the sunlight from entering into a window on an adjacent building.

**PROPOSAL FOR NO TRAFFIC/PARKING TICKETS IN COEUR D'ALENE:**

Paul Berger "CB103 Court", Harrison, Idaho, spoke in opposition to the City issuing a speeding ticket or parking ticket within the City limits of Coeur d'Alene. He believes that not only must he pay for the ticket but he also must pay higher insurance premiums. He believes that the City can do better and he suggested an instructional facility whereby the City would charge a fee for offending drivers to attend traffic school. He further recommended that those who attend the school would not have the infraction reported, which in turn would prevent people from getting bad driving records that would increase their insurance costs. He believes that this would eliminate irate citizens and the money spent on tickets and increased insurance would be kept in the residents' pockets who would then vote for such things as bond levies. Chief Carpenter noted that the Police Department is proposing a traffic school at the upcoming Council Strategic Planning Workshop.

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

1. Approval of minutes for March 7, 2006.
2. Setting of the Public Works Committee meeting for March 27<sup>th</sup> at 4:00 p.m. General Services Committee's meeting has been cancelled for that date.
3. RESOLUTION 06-016: 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 EXTENSION OF SUBDIVISION IMPROVEMENT AGREEMENT AND LETTER OF CREDIT FOR BELLERIVE SUBDIVISION; APPROVAL OF A SUB-LEASE EXTENSION WITH THE UNIVERSITY OF IDAHO; AND APPROVAL OF CHANGE ORDER NO. 3 FOR THE WWTP PHASE 4B CONSTRUCTION
4. RESOLUTION 06-019: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING REVISED STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION.
5. Acceptance of Right-of-Way for Randle Avenue from Geraldine Robideaux.
6. Approval of a mobile food vendor permit for TMG, Inc.
7. Setting of public hearing for A-1-06 (Annexation of Hawk's Nest property) for April 18, 2006.
8. Approval of bills as submitted and on file in the City Clerk's Office.

DISCUSSION: Councilman Goodlander asked if the standards drawings were reviewed with the Ped/Bike Committee. City Engineer Gordon Dobler affirmed that he had presented the proposed changes to that committee twice.

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

**COUNCIL COMMENTS: SCHOOL NEEDS:** Councilman Kennedy would like to hold discussion sessions for the Council. He spoke about the school levy being voted down and he voiced his concern of a “disconnect” in our community in that the school levy was voted down and yet the same night the Planning Commission held a public hearing in which no opposing comments for the annexation of an 800-unit subdivision were received. He noted that when he campaigned the three issues voiced by the residents were growth, taxes and the changing makeup of Coeur d’Alene. He would like some input from citizens on these types of issues. He is concerned that the Council is getting conflicting messages from the citizens. He would like to have a discussion regarding growth with the citizens of Coeur d’Alene.

Councilman Edinger noted that when the Planning Commission has hearings, they ask the Police, Streets, Water and Fire Departments and the School District for comments. It is interesting to read the comments and although the City never receives comments from the School District, he does believe that these annexations must have an impact on schools.

Councilman McEvers noted that when he served on the Planning Commission, he had the same concern. He recalled that the schools response was that the schools will always find a way to take care of the kids. He also suggested that maybe legislation be proposed to allow schools to impose impact fees.

Councilman Reid noted that she believes that we already know what impact an 800-unit subdivision is going to have on our schools. The only thing that the city can control is the impact on Police, Fire and city services, but not schools since they are a separate government entity.

**APPOINTMENT – PARKING COMMISSION:** Motion by Edinger, seconded by Kennedy to appoint Thomas George to the Parking Commission. Motion carried.

#### RESOLUTION NO. 06-017

A RESOLUTION OF THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO REPEALING A MEMORANDUM OF UNDERSTANDING, WITH THE TRUSTEES OF SCHOOL DISTRICT 271.

Motion by Goodlander, seconded by Hassell to adopt Resolution 06-017

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

ORDINANCE NO. 3249  
COUNCIL BILL NO. 06-1005

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 12.28.180 AND 12.28.200 REQUIRING INSTALLATION OF CURB RAMPS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by Hassell to pass the first reading of Council Bill No. 06-1005.

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

Motion by Reid, seconded by Edinger to suspend the rules and to adopt Council Bill No. 06-1005 by its having had one reading by title only.

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

**TEMPORARY STOP SIGN AT ATLAS AND KATHLEEN:** Motion by Reid, seconded Edinger to authorize staff to install a temporary 4-way stop sign at Kathleen Avenue and Atlas Road. Motion carried.

**WATER CONSERVATION PROGRAM:** Barry Rosenberg, President of Kootenai Environmental Alliance, provided a power point presentation regarding water conservation measures for our area. Motion by Reid, seconded by Kennedy to approve the Water Department proceeding with the Water Conservation Program. Motion carried.

ORDINANCE NO. 3250  
COUNCIL BILL NO. 06-1000

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 2.100 ENTITLED "CDATV COMMITTEE", ESTABLISHING THE CDATV COMMITTEE TO OVERSEE THE POLICIES AND PROCEDURES FOR THE OPERATION OF THE CITY OF COEUR D'ALENE CABLE TELEVISION STATION; PROVIDING AN APPEAL BOARD AND FOR APPEALS TO THE CITY COUNCIL; 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.

Motion by Edinger, seconded by Reid to pass the first reading of Council Bill No. 06-1000.

DISCUSSION: Ad Hoc Committee Chairman Dave Walker explained the history that led to the creation of CDATV and this ordinance creating a standing Committee to oversee this government/public education television channel. Councilman Hassell noted that although this channel is not at 24 hours for CDATV, it is our goal to reach 24 hours. Councilman McEvers asked the public what is important - going 24 hours using such items as reader boards vs. quality. He noted that he believes that this is a great avenue for new Councilmen to learn about the operations of the City and also to help educate the citizens on everything that goes on within the City structure. He also asked for volunteers to help produce the variety of program suggestions. Councilman Goodlander noted that when the new Library is built that televising will be moved to the new Library and that citizens will then be able to watch a variety of entertaining programs such as readings by authors.

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

Motion by Hassell, seconded by Edinger to suspend the rules and to adopt Council Bill No. 06-1000 by its having had one reading by title only.

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

#### RESOLUTION NO. 06-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT FOR EMPLOYEE CONSULTING SERVICES, WITH WILLIAM AND MARY SWEIKERT, HUSBAND AND WIFE.

Motion by Edinger, seconded by McEvers to adopt Resolution 06-018.

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

**GRANT APPLICATION – COOPERATIVE INFORMATION NETWORK FOR THE CITY LIBRARY:** Motion by Hassell, seconded by Kennedy to authorize staff to proceed with submitting a grant application for the Cooperative Information Network. Motion carried.

#### **PUBLIC HEARING – L.I.D. 145 – GOVERNMENT WAY IMPROVEMENT**

**PROJECT:** Mayor Bloem read the rules of order for this public hearing. Dick Suchocki, Project Manager, gave the staff report.

Mr. Suchocki explained that this L.I.D. is to cover the City's local match of \$700,000 for a Federal/State grant for this project. He noted that \$478,000 that was not included in the overall grant was paid for by the City of Coeur d'Alene. He noted that improvements included widening, sidewalks, water and sewer line replacement.

He noted that two letters of protest were received: one from Andrew Marchese who protested the diminished lot size and the lack of a driveway entrance on his vacant lot, and; George Di Iorio who protested the fairness of reconstructing his sidewalks. Copies of their letters of protest were distributed for Council review. One letter in favor of the LID was received from Mike Allasina wrote his appreciation for the great job done on Government Way.

**PUBLIC COMMENTS:** Robert Schmidt, 2516 Rockford Blvd., Spokane, WA, complimented Mr. Suchocki for his time and knowledge and was impressed at how helpful Mr. Suchocki was in this process and expressed his appreciation for the great result of the project.

#### RESOLUTION NO. 06-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, OF KOOTENAI COUNTY, IDAHO, HEARING, CONSIDERING AND DISPOSING OF PROTESTS REGARDING THE ASSESSMENT ROLL FOR LOCAL IMPROVEMENT DISTRICT NO. 145; CONSIDERING THE ENGINEER'S REPORT THEREFOR; MAKING AMENDMENTS AND FINAL DISPOSITION OF PROTESTS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Motion by Reid, seconded by McEvers to adopt Resolution 06-020 including the disposition of protests as follows: Andrew Marchese, deny; George DiIorio, deny.

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

#### ORDINANCE NO. 3251 COUNCIL BILL NO. 06-1009

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, OF KOOTENAI COUNTY, IDAHO, APPROVING AND CONFIRMING THE ASSESSMENT ROLL OF ITS LOCAL IMPROVEMENT DISTRICT NO. 145 FOR THE CONSTRUCTION AND INSTALLATION OF CERTAIN STREET, WATER AND SEWER SYSTEM IMPROVEMENTS WITHIN THE LIMITS OF LOCAL IMPROVEMENT DISTRICT NO. 145; PROVIDING FOR ASSESSMENTS AND FOR THE ISSUANCE OF BONDS OR OTHER DEBT OBLIGATION;

CREATING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR CERTAIN COVENANTS WITH REGARD THERETO; PROVIDING FOR THE APPEAL PROCEDURE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

Motion by Hassell, seconded by Goodlander to pass the first reading of Council Bill No. 06-1009.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 06-1009 by its having had one reading by title only.

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

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

The meeting recessed at 7:49 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 06-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A BID AWARD AND CONTRACT WITH POE ASPHALT FOR THE 2006 OVERLAY PROJECT; APPROVAL OF A BID AWARD AND CONTRACT WITH PLANNED & ENGINEERED CONSTRUCTION, INC. (PEC) FOR THE 2006 WASTEWATER CAST IN PLACE PIPE (CIPP) REHABILITATION PROJECT AND APPROVAL OF WAIVER OF PROTEST TO ANNEXATION AGREEMENT FOR PROVIDING WATER SERVICE ON EAST HARRISON OUTSIDE THE CITY LIMITS WITH CREEKSIDE CONSTRUCTION & RESTORATION, LLC.

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 3" and by reference made a part hereof as summarized as follows:

- 1) Approval of a Bid Award and Contract with Poe Asphalt for the 2006 Overlay Project;
- 2) Approval of a Bid Award and Contract with Planned & Engineered Construction, Inc. (PEC) for the 2006 Wastewater Cast in Place Pipe (CIPP) Rehabilitation Project;
- 3) Approval of Waiver of Protest to Annexation Agreement for providing water service on East Harrison outside the city limits with Creekside Construction & Restoration, LLC and;

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 3" 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 4<sup>th</sup> day of April, 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 GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

# CITY COUNCIL STAFF REPORT

**DATE:** April 4, 2006  
**INITIATED BY:** Richard Suchocki, Project Manager  
**SUBJECT:** Approval of Low Bidder 2006 Overlay

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## DECISION POINT

Staff is requesting City Council approval of Poe Asphalt as low bidder for the 2006 overlay project.

## HISTORY

The City received three responsive bids for the 2006 overlay program.

|                                 |              |
|---------------------------------|--------------|
| Norms Utility Contractor        | \$702,486.43 |
| Interstate Concrete and Asphalt | \$633,336.15 |
| Poe Asphalt                     | \$549,858.30 |
| Engineer's Estimate             | \$490,281.60 |

## FINANCIAL ANALYSIS

The overlay program is a budgeted item.

## PERFORMANCE ANALYSIS

The city received good bids this year. The streets that will be overlaid this year will be Ramsey Road from Appleway to Hanley Ave and Lunceford Lane from 4<sup>th</sup> Street to 7<sup>th</sup> Street. The reason for the increase in price this year is the cost of oil for the asphalt and an increase in the traffic control.

## SUMMARY / RECOMMENDATION

Staff recommends a motion to approve Poe Asphalt as low bidder and to enter into a contract for the 2006 Overlay Program.

## CONTRACT

THIS CONTRACT, made and entered into this 4<sup>th</sup> day of April, 2006, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **POE ASPHALT PAVING, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2732 N. Beck Road, Post Falls, Idaho 83854, hereinafter referred to as "**CONTRACTOR**",

### WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the 2006 Overlay Project according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship. **The placement of asphalt overlay material shall not begin prior to July 17<sup>th</sup>, 2006.**

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

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Five Hundred Forty Nine Thousand Eight Hundred Fifty Eight and 20/100 Dollars (\$549,858.20).

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

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

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

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

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

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

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

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

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

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

- O) Plans
- P) Addenda

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

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

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

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

**CONTRACTOR:  
POE ASPHALT PAVING, INC.**

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

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



**PUBLIC WORKS COMMITTEE STAFF REPORT**

**DATE:** March 27, 2006  
**FROM:** Jim Dunn, Wastewater Project Manager  
**SUBJECT:** March 14, 2006 Bid Results of CIPP Project.

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**DECISION POINT:**

The Council may wish to accept and award a contract to the low bidder for the 2006 Wastewater Cast in Place Pipe (CIPP) Rehabilitation Project bid March 14, 2006 at 10:00 AM.

**HISTORY:**

This project was advertised in the Coeur d'Alene Press February 24, 2006 and March 3, 2006 requesting bids for approximately 7,676 lineal feet of CIPP 8, 10, 15 & 18 inch sewer pipe.

**FINANCIAL ANALYSIS:**

CIPP Rehabilitation low bidder is Planned and Engineered Construction (PEC) for \$263,213.50  
JUB estimate of probable cost for the project was 311,665.00.

**PERFORMANCE ANALYSIS:**

The Wastewater Utility Sewer Rehabilitation current available Budget for physical year 2005/2006 is \$448,820.00.

**RECOMMENDATION:**

Award CIPP Contract to Planned and Engineered Construction (PEC) for \$263,213.50.

## CONTRACT

THIS CONTRACT, made and entered into this 4<sup>th</sup> day of April, 2006, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **PLANNED AND ENGINEERED CONSTRUCTION, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Montana, whose address is 3400 Centennial Drive, Helena, MT 59601, hereinafter referred to as the “**CONTRACTOR**”,

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2006 Wastewater Cast in Place Pipe (CIPP) Rehabilitation Project**, in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of said City, which plans and specifications are incorporated herein by reference.

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

The **CONTRACTOR** shall take all appropriate measures as required by law and agreement of the parties to prevent injury or property damage. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from **CONTRACTOR**'s acts or omissions in performance of this contract. The **CONTRACTOR** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policies shall be filed in the office of the City Clerk.

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

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed **Two Hundred Sixty-Three Thousand Two Hundred Thirteen and 50/100 Dollars (\$263,213.50)** (see Unit Price Schedule attached hereto as Exhibit "A" and incorporated herein) as hereinafter provided. Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

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

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of \$1,000.00 per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
  
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

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

**CITY OF COEUR D'ALENE,**

**PLANNED & ENGINEERED  
CONSTRUCTION, INC.**

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:



## UNIT PRICE SCHEDULE

| ITEM   | ITEM  | EST.  |      | UNIT       | TOTAL               |
|--|---|-------|------|------------|---------------------|
| NO.  | DESCRIPTION   | QUAN. | UNIT | PRICE      | PRICE               |
| <b>BASE BID</b>                                |   |       |      |            |                     |
| 2010.4.1.A.1                                   | Mobilization  | 1     | LS   | \$2,000.00 | \$2,000.00          |
| SP-02100.4.1.A.1                               | Traffic Control   | 1     | LS   | \$4,000.00 | \$4,000.00          |
| SP-02541.4.1.A.1                               | CIPP Rehabilitation - 8" *  | 874   | LF   | \$22.00    | \$19,228.00         |
| SP-02541.4.1.A.1                               | CIPP Rehabilitation - 10" *                                       | 730   | LF   | \$23.50    | \$17,155.00         |
| SP-02541.4.1.A.1                               | CIPP Rehabilitation - 15" *                                       | 3,899 | LF   | \$33.50    | \$130,616.50        |
| SP-02541.4.1.A.1                               | CIPP Rehabilitation - 18" *                                       | 491   | LF   | \$42.00    | \$20,622.00         |
| SP-02541.4.1.B.1                               | Cut Off Protruding Laterals                                       | 3     | EA   | \$75.00    | \$225.00            |
| SP-02541.4.1.C.1                               | Lateral Reinstatement   | 71    | EA   | \$75.00    | \$5,325.00          |
| SP-02543.4.1.A.1                               | Pre-Construction Cleaning and TV Inspection of Main Sewer Line *  | 5,994 | LF   | \$1.00     | \$5,994.00          |
| SP-02543.4.1.A.1                               | Post-Construction Cleaning And TV Inspection of Main Sewer Line * | 5,994 | LF   | \$1.00     | \$5,994.00          |
| SP-02547.4.1.A.1                               | Bypass Sewage Pumping   | 1     | LS   | \$5,000.00 | \$5,000.00          |
| <b>TOTAL BASE BID</b>                          |   |       |      |            | <b>\$216,159.50</b> |
| <b>ADDITIVE ALTERNATIVE NO. 1</b>              |   |       |      |            |                     |
| 2010.4.1.A.1                                   | Mobilization  | 1     | LS   | \$600.00   | \$600.00            |
| SP-02100.4.1.A.1                               | Traffic Control   | 1     | LS   | \$1,000.00 | \$1,000.00          |
| SP-02541.4.1.A.1                               | CIPP Rehabilitation - 8" *  | 508   | LF   | \$22.00    | \$11,176.00         |
| SP-02541.4.1.A.1                               | CIPP Rehabilitation - 10" *                                       | 1174  | LF   | \$23.50    | \$27,589.00         |
| SP-02541.4.1.B.1                               | Cut Off Protruding Laterals                                       | 2     | EA   | \$75.00    | \$150.00            |
| SP-02541.4.1.C.1                               | Lateral Reinstatement   | 29    | EA   | \$75.00    | \$2,175.00          |
| SP-02543.4.1.A.1                               | Pre-Construction Cleaning and TV Inspection of Main Sewer Line *  | 1,682 | LF   | \$1.00     | \$1,682.00          |
| SP-02543.4.1.A.1                               | Post-Construction Cleaning And TV Inspection of Main Sewer Line * | 1,682 | LF   | \$1.00     | \$1,682.00          |
| SP-02547.4.1.A.1                               | Bypass Sewage Pumping   | 1     | LS   | \$1,000.00 | \$1,000.00          |
| <b>TOTAL ADDITIVE ALTERNATE NO. 1</b>          |   |       |      |            | <b>\$47,054.00</b>  |
| <b>TOTAL BASE BID PLUS ADD ALTERNATE NO. 1</b> |   |       |      |            | <b>\$263,213.50</b> |

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2006**, or within **seventy five (75) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

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

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

Public Works  
Staff Report

**Date:** March 7, 2006  
**From:** Troy Tymesen, Finance Director  
**Subject:** Two Water Hook up outside City limits

**Decision Point:** To approve the request for two water hook ups along East Harrison Avenue described as the Remainder of tax #932 and tax #8089.

**History:** The owner of the property, as stated in his letter, purchased the property knowing that the City waterline paralleled the subject property and assumed that City water hook ups were available.

**Financial Analysis:** The owner of the property will be subject to all applicable charges for the new water hookups. There will be no negative financial impact to the water utility.

**Decision Point/Recommendation:** To approve the request for two water hook ups along East Harrison Avenue described as the Remainder of tax #932 and tax #8089.

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this 4<sup>th</sup> day of April, 2006, by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and **Creekside Construction & Restoration, LLC**, whose mailing address is PO Box 741, Hayden, Idaho 83835, hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property as described in Exhibit "A", attached hereto and incorporated herein, the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

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

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

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

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

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

CITY OF COEUR D'ALENE,

CREEKSIDE CONSTRUCTION &  
RESTORATION, LLC:

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

\_\_\_\_\_  
Brent Baldwin as Managing Member

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 4<sup>th</sup> day of April, 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 April, 2006, before me, a Notary Public, personally appeared **Brent Baldwin as Managing Member of Creekside Construction & Restoration, LLC.**, known to me to be the person subscribed herein who executed the foregoing instrument and acknowledged that he voluntarily executed the same.

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

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

Brent Baldwin  
PO Box 741  
Hayden, ID 83835

March 15, 2006

Mr. Troy Tymesen  
City of Coeur d'Alene  
710 E Mullan Avenue  
Coeur d'Alene, ID 83814

Dear City of Coeur d'Alene,

I am writing to you in the hopes of attaining 2 City water hook-ups for my 2 parcels of land located on East Harrison Avenue, directly across the street from Mr. Hagadone's personal residence. I bought these lots with the understanding of at least one City hook-up per the listing agreement from John Buetler. Each parcel is 2 ½ acres, after a recent lot line adjustment (see attached record of survey), and described as: Remainder of Tax # 932 and Tax # 8089 (recorded 8/12/05, Book 23, Page 399).

When I purchased this property I verified that the City main waterline paralleled my property, bordering along Harrison Avenue, and mistakenly assumed that City water hook-ups were available for each parcel. Now that I am planning to build on my 2 parcels, I have discovered that there are no hook-ups dedicated to these 2 parcels. The private wells in the French Gulch area are very spotty with several having very low "gallons per minute" flow, and the water quality is very high in mineral content, making that alternative an undue hardship for my water source.

I am asking the City of Coeur d'Alene to grant me 2 City water hook-ups, and I am prepared to immediately pay cash for the hook-ups when granted. I hope the City of Coeur d'Alene feels this is a reasonable request, and I look forward to hearing your decision as soon as possible. I can be reached at 660-1111 or by mail at the above address. Thank you for your consideration.

Sincerely,



Brent Baldwin

**CONVEYANCE PARCEL**  
**PART OF TAX NUMBER 932**

A parcel of land being a portion of Tax Number 932 located in the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho and being described by metes and bounds as follows:

BEGINNING at a found  $\frac{1}{2}$ " iron rod marking the northeast corner of Tax Number 932 and Section 18;

THENCE, along the east line of Section 18, South  $00^{\circ} 42' 55''$  West, a distance of 499.98 feet to a found 1" iron pipe marking the southeast corner of Tax Number 932;

THENCE, along the south line of Tax Number 932, North  $89^{\circ} 02' 34''$  West, a distance of 47.46 feet to a set iron rod and PLS 4194 cap;

THENCE, North  $00^{\circ} 50' 50''$  East, a distance of 499.97 feet to a set mag nail on the north line of Tax Number 932 and Section 18;

THENCE, along the north line of Tax Number 932 and Section 18, South  $89^{\circ} 03' 07''$  East, a distance of 46.31 feet to the POINT OF BEGINNING and containing 0.54 acres of land, more or less, LESS AN EXCEPT county road right-of-way.

8/11/05  
1786-3051.lgl



**BOUNDARY LINE ADJUSTMENT**  
**TAX NUMBER 8089 & PART OF TAX NUMBER 932**

A parcel of land being Tax Number 8089 and part of Tax Number 932 located in the Northwest ¼ of the Northwest ¼ of Section 17 and the Northeast ¼ of the Northeast 1/4 of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho and being described by metes and bounds as follows:

BEGINNING at a found ½” iron rod marking the corner of Sections 7, 8, 17 and 18;

THENCE, along the north line of Tax Number 8089 and Section 17, South 88° 58’ 03” East, a distance of 174.00 feet to a set mag nail marking the northeast corner of Tax Number 8089;

THENCE, along the east line of Tax Number 8089, South 00° 45’ 14” West, a distance of 500.00 feet to a set iron rod and PLS 4194 cap marking the southeast corner of Tax Number 8089;

THENCE, along the south line of Tax Number 8089, North 88° 57’ 39” West, a distance of 173.66 feet to a found 1” iron pipe marking the southwest corner of Tax Number 8089 and the southeast corner of Tax Number 932;

THENCE, along the south line of Tax Number 932, North 89° 02’ 34” West, a distance of 47.46 feet to a set iron rod and PLS 4194 cap;

THENCE, North 00° 50’ 50” East, a distance of 499.97 feet to a set mag nail on the north line of Tax Number 932 and Section 18;

THENCE, along the north line of Tax Number 932 and Section 18, South 89° 03’ 07” East, a distance of 46.31 feet to the POINT OF BEGINNING and containing 2.53 acres of land, more or less, LESS AND EXCEPT county road right-of-way.

8/11/05  
1786-051.lgl



**BOUNDARY LINE ADJUSTMENT**  
**REMAINDER TAX NUMBER 932**

A parcel of land being a portion of Tax Number 932 located in the Northeast ¼ of the Northeast ¼ of Section 18, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho and being described by metes and bounds as follows:

COMMENCING at a found ½" iron rod marking the northeast corner of Section 18;

THENCE, along the north line of Section 18, North 89° 03' 07" West, a distance of 46.31 feet to a set mag nail for the POINT OF BEGINNING;

THENCE, South 00° 50' 50" West, a distance of 499.97 feet to a set iron rod and PLS 4194 cap on the south line of Tax Number 932;

THENCE, along the south line of Tax Number 932, North 89° 02' 34" West, a distance of 221.46 feet to a found iron rod and PLS 6602 cap marking the southwest corner of Tax Number 932;

THENCE, along the west line of Tax Number 932 and the east line of Tax Number 8087, Springview Terrace 1<sup>st</sup> Addition and Springview Terrace Block One, North 00° 58' 46" East, a distance of 499.94 feet to a set mag nail on the north line of Section 18 marking the northwest corner of Tax Number 932;

THENCE, along the north line of Tax Number 932 and Section 18, South 89° 03' 07" East, a distance of 220.31 feet to the POINT OF BEGINNING and containing 2.53 acres of land, more or less, LESS AND EXCEPT county road right-of-way.

8/11/05  
1786-2051.lgl





## Water Line Utility Easement

**KNOW ALL MEN BY THESE PRESENTS**, that Copper Basin Construction, Inc. an Idaho corporation, with Steve White, President and whose address is PO Box 949, Hayden, ID 83835, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby, grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814-3958, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public utilities over, on and through the following described property:

See attached " Exhibit's A & B"

The GRANTORS further agree to keep the easement clear of all buildings, structures, and other obstructions. The GRANTORS agree that all underground facilities installed by or for the GRANTEE shall remain the property of the GRANTEE, removable by the GRANTEE at its option.

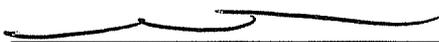
Should it be necessary for the GRANTEE to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the GRANTOR shall repair and restore them to their original condition at the expense of the GRANTOR.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

This agreement shall be binding upon the GRANTEES and GRANTORS heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

**IN WITNESS WHEREOF**, the GRANTOR has caused this instrument to be executed, this 23 day of March, 2006.

Copper Basin Construction, Inc.

  
Steve White, President

STATE OF IDAHO            )  
  ) SS  
COUNTY OF Kootenai    )

On this 23<sup>rd</sup> day of March, 2006, before me, a Notary Public, personally appeared Steve White, known to me to be the President, of Copper Basin Construction, Inc., and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Lisab B Dunham  
Notary Public for the State of Idaho  
Residing at: Kootenai  
My Commission Expires: 2/18/2011



Engineering & Surveying  
a Parati company

**MECKEL ENGINEERING & SURVEYING**  
3906 N. Schreiber Way  
Coeur d'Alene, ID 83815  
Office 208-667-4638 • Fax 208-664-3347  
www.meckel.com



**February 27, 2006**

**Sec. 4, T50N, R4W**

**THE CONDOS AT MILL RIVER  
WATER LINE EASEMENT  
LEGAL DESCRIPTION**

Strips of land of varying (as noted) width for public utility easement purposes, installation, operation and maintenance, over, under and across a part of Lot 1, Block 5, Mill River Third Addition, according to the plat on file in Book J of Plats at Page 257, situated in the Southwest Quarter, Section 4, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho; more particularly described as follows:

Commencing at the corner to Sections 4, 5, 8 and 9, monumented according to the Corner Perpetuation and Filing Record form on file under Instrument Number 1524322, from which the Quarter Section corner common to Sections 4 and 9, monumented according to the Corner Perpetuation and Filing Record form on file under Instrument Number 1978028, bears South 88°01'04" East, 2652.96 feet;

thence along the West line of said Section 4, North 00°05'32" East, 0.30 feet to a point of non-tangent curve left on the northerly right-of-way line of the Chicago, Milwaukee and St. Paul Railroad;

thence along said northerly right-of-way line and said non-tangent curve left an arc distance of 60.94 feet having a radius of 5,699.65 feet and a delta angle of 0°36'45" (chord South 87°31'34" East, 60.94 feet) to a 5/8 inch diameter iron rod with a plastic cap marked PLS 4182;

thence continuing along said northerly right-of-way line, South 87°55'39" East, 441.66 feet to a 5/8 inch diameter iron rod with a plastic cap marked PLS 4182;

thence along the East line of the Garage Town Condominiums, recorded in Book J of Plats at Page 96, North 0°05'32" East, 446.48 feet to 5/8 inch diameter iron rod, with a plastic cap marked PLS 4182;

thence along the southerly line of that parcel described in the deed recorded under Instrument Number 1651306 and the northerly line of the Mill River Third Addition, recorded in Book J of Plats at Page 257, South 84°47'58" East, 180.82 feet to a 5/8 inch diameter iron rod with an aluminum cap marked PLS 4182;

thence along the East line of the parcel described in the deed recorded as Instrument Number 1651306 and the West line of Lot 1, Block 5, of said Mill River Third Addition, North 0°05'32" East, 31.38 feet to a point of non-tangent curvature left on the northerly right of way line of Riverway Place monumented with a 5/8 inch diameter iron rod, 30 inches long, with 2 ½ inch diameter aluminum cap, marked PLS 6374;

thence along said right of way line and said curve left an arc distance of 159.80 feet having a radius of 988.00 feet and a delta angle of 9°16'01" (chord North 87°41'00" East, 159.63 feet) to a point of reverse curvature monumented with a ½ inch diameter iron rod with a plastic cap marked PLS 4182;

thence along said right of way line and said reverse curve an arc distance of 164.40 feet having a radius of 600.00 feet and a delta angle of 15°41'56" (chord South 89°06'03" East, 163.88 feet) to the POINT OF BEGINNING of a 20 foot wide strip of land being 10 feet each side of the following described centerline;

thence along said centerline the following 12 courses:

- 1) North 02°29'29" East, 149.80 feet;
- 2) thence North 47°29'29" East, 18.09 feet to Point "A";
- 3) thence North 47°29'29" East, 83.48 feet;
- 4) thence South 87°30'31" East, 128.54 feet;
- 5) thence South 62°33'09" East, 19.45 feet to Point "B";
- 6) thence South 62°33'09" East, 166.62 feet ;
- 7) thence South 21°26'13" East, 28.71 feet to Point "C";
- 8) thence South 21°26'13" East, 45.31 feet;
- 9) thence South 19°40'44" West, 24.85 feet to Point "D";
- 10) thence South 19°40'44" West, 22.68 feet to Point "E";
- 11) thence South 19°40'44" West, 64.41 feet;
- 12) thence South 53°06'38" West, 93.06 feet to the POINT OF TERMINUS which bears North 70°23'56" West, 307.69 feet to the POINT OF BEGINNING.

Together with:

A strip of land 10 feet wide, 5 feet each side of the following described centerline:

BEGINNING at the aforesaid point "A";  
thence North 42°30'31" West, 48.93 feet to the POINT OF TERMINUS.

Also together with:

A strip of land 10 feet wide, 5 feet each side of the following described centerline:

BEGINNING at the aforesaid point "B";

thence North 27°26'51" East, 31.11 feet to the POINT OF TERMINUS.

Also together with:

A strip of land 20 feet wide, 10 feet each side of the following described centerline:

BEGINNING at the aforesaid point "C";

thence the following 5 courses:

- 1) North 68°33'47" East, 4.38 feet;
- 2) thence North 46°22'26" East, 82.83 feet;
- 3) thence North 68°52'26" East, 31.41 feet to point "C-1"
- 4) thence North 68°52'26" East, 8.55 feet;
- 5) thence South 78°55'23" East, 76.44 feet to the POINT OF TERMINUS.

Also together with:

A strip of land 20 feet wide, 10 feet each side of the following described centerline:

BEGINNING at said the aforesaid "D";

thence South 66°54'55" East, 75.52 feet to the POINT OF TERMINUS.

Also together with:

A strip of land 10 feet wide, 5 feet each side of the following described centerline:

BEGINNING at the aforesaid point "E";

thence South 70°19'16" East, 16.89 feet to the POINT OF TERMINUS.

Also together with:

A strip of land 10 feet wide, 5 feet each side of the following described centerline:

BEGINNING at the aforesaid point "C-1"

Thence North 21°07'34" West, 27.82 feet to the POINT OF TERMINUS.

Note: side lines of the above mentioned 20 foot wide easement to be shortened or extended to meet at angle points and terminate at property lines.

SUBJECT TO:

Any existing easements, covenants, conditions, rights, reservations, restrictions or encumbrances of record or in view.



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

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

[Office Use Only] Amt Pd 362.50  
 Rec No 3171067  
 Date 1/8/07  
 Date to City Council: 4/4/06  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

**Check the ONE box that applies:**

|                                     |  |                   |
|-------------------------------------|--|-------------------|
| <input type="checkbox"/>            | Beer only (canned and bottled) not consumed on premise         | \$ 50.00 per year |
| <input type="checkbox"/>            | Beer and Wine (canned and bottled) not consumed on premise     | \$250.00 per year |
| <input type="checkbox"/>            | Beer only (canned and bottled only) consumed on premise        | \$100.00 per year |
| <input type="checkbox"/>            | Beer and Wine (canned and bottled only) consumed on premise    | \$300.00 per year |
| <input type="checkbox"/>            | Beer only (draft, canned, and bottled) consumed on premise     | \$200.00 per year |
| <input type="checkbox"/>            | Beer and Wine (Draft, canned and bottled) consumed on premise  | \$400.00 per year |
| <input checked="" type="checkbox"/> | Beer, Wine, and Liquor (number issued limited by State of Id)  | \$762.50 per year |
| <input type="checkbox"/>            | Transfer of ownership of a City license with current year paid |                   |

\* chq to add liquor =

|  |  |                              |
|--|--|------------------------------|
| Business Name                                | <u>The Wine Cellar</u>   |                              |
| Business Address                             | <u>313 SHERMAN</u>   |                              |
| City State Zip                               | <u>CDA ID 83814</u>  |                              |
| Business Contact                             | Telephone Number:  | Fax:                         |
| Manager Name                                 | <u>Jim Duncan 664-1343</u>   |                              |
| Manager Home Address                         | <u>726 B ST</u>  |                              |
| Manager Information                          | Social Security No. <u>520-48-4120</u>   | Date of Birth <u>12-4-46</u> |
| Manager Contact                              | Telephone Number:  | e-mail:                      |
| Manager Place of Birth                       | <u>Brainerd MN</u>   |                              |
| License Applicant                            | <u>Wine Cellar Inc</u>   |                              |
| Filing Status (circle one)                   | Sole Proprietor <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> LLC <input type="radio"/> Other <input type="radio"/> |                              |
| Address of Applicant                         | <u>313 SHERMAN CDA ID</u>  |                              |
| Applicants Prior Address for past five years | <u>SAME</u>  |                              |
| Applicants Prior Employment for past 5 years | <u>SAME</u>  |                              |
|  |  |                              |



CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 3/28/06  
Department Name / Employee Name / Date  
Request made by: Edwina King 815 North Fifth Apt. 1 704-9116  
Name / Phone  
Coecndr Alene ID 83814  
Address

The request is for: / / Repurchase of Lot(s)  
 Transfer of Lot(s) from Edwina King to David Lee Dye (a single man)  
Niche(s): \_\_\_\_\_  
Lot(s): 29, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: 8A Section: N 2817 Howard  
83815  
Lot(s) are located in  Forest Cemetery / / Forest Cemetery Annex (Riverview).  
Copy of / / Deed or / / Certificate of Sale must be attached.  
Person making request is / / Owner / / Executor\* / / Other\* \_\_\_\_\_  
\*If "executor" or "other", affidaviats of authorization must be attached.  
Title transfer fee (\$ 40.00 ) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 180450

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Sheri Carroll  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:  
\_\_\_\_\_
3. The purchase price of the Lot(s) when sold to the owner of record was \$ \_\_\_\_\_ per lot.  
RDS 3/28/06  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received:  Yes / / No. LAC 3-28-06  
Person making request is authorized to execute the claim: \_\_\_\_\_  
Attorney Init. Date

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

Swan K. Weather 3/29/06  
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: 7 / 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.



# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208769-2229  
kathylew@cdaid.org

## FILM PRODUCTION PERMIT APPLICATION

Date Submitted : 3/21/06

Page 1

| Information Requested                              | Complete in spaces below  |
|--|---|
| Business Name:                                     | The Stylefyle <sup>TM</sup>   |
| Address:   | % Kerry Damiano<br>7022 N. 28th Drive<br>Phoenix, AZ 85051  |
| Telephone No.                                      | 602-864-0607  |
| Cell Phone No.                                     | 602-524-2928  |
| E-Mail Address:                                    | Kerry@TheStylefyle.com  |
| Applicant name(s) or Agent of Record               | Kerry Damiano   |
| Title  | Executive Producer & Host   |
| Local Contact Person                               | Kerry Damiano   |
| Address  | 301 W. 1st St #910<br>Coeur d'Alene, ID<br>83814  |
| Telephone /Cell                                    | 208-765-1482  |
| Description of Nature of film and filming activity | The Stylefyle <sup>TM</sup> is a 1/2 hour television series on the search for fashion, style and art in great shopping destinations across the country and around the world. Other scheduled shoots include the LA Fashion District, Brussels, Frankfurt, Budapest and Vienna (April/May 2006). It will provide great national publicity for the City of Coeur d'Alene! |



# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208769-2229  
kathylew@cdaid.org

| <b>Film Production Permit Application Page 2</b>  |   |
|---|---|
| <b>Information requested</b>  | <b>Complete in the space below</b>  |
| How many persons are in your crew?  | 1   |
| How many persons are in your cast?  | 1   |
| Do you require any reserved parking spaces?   | Yes ___ No <input checked="" type="checkbox"/> If yes, indicate how many and where: |
| If reserved parking required, how will it be posted   | N/A   |
| Date and times of reserved parking  | N/A   |
| Source of Power   | Battery   |
| How many generators will you be using?  | 0   |
| Will there be any construction or installation of temporary or permanent structures including signs? If yes, please explain | No  |



# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208769-2229  
kathylew@cdaid.org

|  | <b><i>Film Production Permit Application Page 3</i></b>   |
|--|---|
| <b>Information requested</b>   | <b>Please complete in the space below</b>   |
| Are you requesting the use of any City equipment?  | If yes, explain:<br><input checked="" type="radio"/> No   |
| Will any sound amplification be used?  | If yes, explain :<br><input checked="" type="radio"/> No  |
| Is the activity expected to attract more than 500 people?  | If yes, how many expected?<br><input checked="" type="radio"/> No   |
| Are you requesting to use any vehicles on public parks, Tubbs Hill, beaches or other public property excepting streets, alleyways, and parking lots? | If yes, explain:<br><input checked="" type="radio"/> No   |
| Are you requesting the use of any public streets, alleyways, parking lots or sidewalks?  | If yes, explain<br>No:  |
| Do you require intermittent traffic control?   | If Yes, explain<br><input checked="" type="radio"/> No  |
| How many Police Officers are proposed to be on site or to direct traffic?  | <input checked="" type="radio"/> 0  |
| Do you propose any street closures or detours?   | If yes, explain :<br><input checked="" type="radio"/> No  |
| Does any public transportation need to be rerouted?  | If Yes, attach traffic control plan<br><input checked="" type="radio"/> No  |
| Will you be using any special effects?<br>Name of licensed special effects person: N/A   | If yes, explain: No<br>Phone No: Cell No:   |
| Insurance:<br>see attached   | Please provide Certificate of Insurance naming the City of Coeur d'Alene as additional insured.<br>Certificate must be minimum amount of \$1,000,000.00 |



# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208769-2229  
kathylew@cdaid.org

## FILM PRODUCTION PERMIT APPLICATION

PAGE 4

### FILMING SCHEDULE:

Please attach site plan:

| Date/time  | Location  | Posting/Police |
|--|---|----------------|
| 4/8/06<br>9 <sup>00</sup> - 5 <sup>00</sup> pm<br>(1 Day Only) | Exact Locations and times will be finalized on Friday, April 7, 2006.<br>Loose schedule is The Coeur d'Alene Resort & |                |
|  | Boardwalk, The Plaza Shoppes, Downtown Stores, fill shots of City Beach, Floating Golf Course, NIC, the lake, etc.    |                |
|  |   |                |
|  |   |                |
|  |   |                |

Signature of Applicant : Kerry Demiano

The City of Coeur d'Alene assumes no responsibility or liability for the equipment. Permittee agrees to park and store equipment at their own risk.



# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208769-2229  
kathylew@cdaid.org

**Deposit required for Permit** \_\_\_\_\_

**Conditions required:**

**Approval and Date By City :** \_\_\_\_\_

**Acceptance of Conditions:** \_\_\_\_\_  
**Permittee**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR  
KERRY-1

DATE (MM/DD/YYYY)  
03/21/06

**PRODUCER**  
  
Preferred Insurance Services  
2255 North 44th St., Suite 280  
Phoenix AZ 85008-3278  
Phone: 602-244-9851 Fax: 602-244-9875

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Kerry Damiano LLC  
7022 N 28th Dr  
Phoenix AZ 85051

| INSURERS AFFORDING COVERAGE |                       | NAIC # |
|-----------------------------|-----------------------|--------|
| INSURER A:                  | USF Insurance Company |        |
| INSURER B:                  |                       |        |
| INSURER C:                  |                       |        |
| INSURER D:                  |                       |        |
| INSURER E:                  |                       |        |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR                        | ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |                     |       |                    |    |                            |    |                             |    |
|-----------------------------|-----------|-------|--|---------------|----------------------------------|-----------------------------------|--|---------------------|-------|--------------------|----|----------------------------|----|-----------------------------|----|
| A                           | X         | X     | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC | LGBGL41389    | 01/16/06                         | 01/16/07                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ excluded<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000                       |                     |       |                    |    |                            |    |                             |    |
|                             |           |       | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |                     |       |                    |    |                            |    |                             |    |
|                             |           |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$  |                     |       |                    |    |                            |    |                             |    |
|                             |           |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br>RETENTION \$   |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$   |                     |       |                    |    |                            |    |                             |    |
|                             |           |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   | <table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATUTORY LIMITS         | OTHER     |       |  |               |                                  |                                   |  |                     |       |                    |    |                            |    |                             |    |
| E.L. EACH ACCIDENT          | \$        |       |  |               |                                  |                                   |  |                     |       |                    |    |                            |    |                             |    |
| E.L. DISEASE - EA EMPLOYEE  | \$        |       |  |               |                                  |                                   |  |                     |       |                    |    |                            |    |                             |    |
| E.L. DISEASE - POLICY LIMIT | \$        |       |  |               |                                  |                                   |  |                     |       |                    |    |                            |    |                             |    |
|                             |           |       | OTHER  |               |                                  |                                   |  |                     |       |                    |    |                            |    |                             |    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 City of Coeur d'alene is named as additional insured.

**CERTIFICATE HOLDER**  
  
City of Coeur d'alene  
Municipal Services Department  
Attn: Kathy Lewis  
City Hall, 710 E Mullan  
Coeur d'alene ID 83816-3964

**CANCELLATION**  
  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT THIS NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
  
AUTHORIZED REPRESENTATIVE  
Craig S. King *Craig S. King*

# ANNOUNCEMENTS

# Memo to Council

DATE: March 28, 2006

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the April 4<sup>th</sup> Council Meeting:

|                |   |
|----------------|---|
| BRUCE HATHAWAY | CDATV Committee (Cable Franchise Rep – 2 year term) |
| DAVE WALKER    | CDATV Committee (Resident at Large – 1 year term)   |
| JEFF CROWE     | CDATV Committee (NIC Rep – 3 year term)             |
| JIM VAN SKY    | CDATV Committee (Business Owner – 2 year term)      |
| JUDY DRAKE     | CDATV Committee (SD 271 Rep – 3 year term)          |
| WOODY MCEVERS  | CDATV Committee (Council Rep – 3 year term)         |
| JOHN MARTIN    | CDATV Committee (Resident at Large – 2 year term)   |

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**March 27, 2006**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Dixie Reid, Committee Chairman  
Council Member Woody McEvers  
Council Member Mike Kennedy

**CITIZENS PRESENT**

Brent Baldwin, Item #4

**STAFF PRESENT**

Sid Fredrickson, WW Superintendent  
Renata McLeod, Project Coordinator  
Warren Wilson, Deputy City Attorney  
Gordon Dobler, Engineering Svcs Director  
Terry Pickel, Asst. Water Supt.  
Troy Tymesen, Finance Director  
Amy Ferguson, Staff Liaison

**Item 1            Policy for Water Service Outside City Limits**

Warren Wilson, Deputy City Attorney, presented a request for approval of a proposed policy regarding water service outside City limits. Mr. Wilson explained the history of the City's previous water service policy and stated that the revised policy includes, among other things, an approved subdivision list, sets forth conditions to be met for approval of water service and provides for the conveyance of water rights. There are also limits on the size of the connection and restrictions to protect the integrity of the system. He stated that the new policy tries to put in writing what the intent of the original policy was.

**MOTION:        RECOMMEND Council approval of RESOLUTION No. \_\_\_\_\_  
adopting the Revised Policy for Water Service Outside City Limits.**

**Item 2            Bid Results of CIPP Project  
**Consent Calendar****

Sid Fredrickson, Wastewater Superintendent, requested the award of a contract to the low bidder for the 2006 Wastewater Cast in Place Pipe (CIPP) Rehabilitation Project – Planned and Engineered Construction (PEC). The staff report explained that the bid was for approximately 7,676 lineal feet of CIPP 8, 10, 15 & 18 inch sewer pipe.

**MOTION:        RECOMMEND Council approval of RESOLUTION No. \_\_\_\_\_ authorizing the  
City of Coeur d'Alene to enter into an agreement with Planned and Engineered Construction  
(PEC) for the 2006 Wastewater Cast in Place Pipe (CIPP) Rehabilitation Project in the amount of  
\$263,213.50.**

**Item 3            Library Update  
**FOR INFORMATION ONLY****

Gordon Dobler, Engineering Services Director, and Renata McLeod, Project Coordinator, presented an update to the committee on the new Library project and discussed the anticipated timeline. The current site preparation began with the removal of some of the trees, and will continue through May 24, when the site will be turned over to the Contractor. Renata stated that the bid documents will be presented to the City Council at the April 4, 2006 meeting.

**MOTION:        NO MOTION. For information only.**

**Item 4            Water Service Request Outside City Limits**  
**Consent Calendar**

Troy Tymesen, Finance Director, presented a request from Brent Baldwin, the owner of property along East Harrison Avenue described as the Remainder of Tax #932 and Tax #8089, to purchase one water hookup. Warren Wilson, Deputy City Attorney, confirmed that Mr. Baldwin's request complied with the city's current water policy for water service outside of the City limits in that the developer had entered into a refundable water extension agreement with Idaho Water. The staff report stated that the applicable charges for a new water hookup would still apply and that there would be no negative financial impact to the water utility.

**MOTION:        RECOMMEND Council approval of RESOLUTION No. \_\_\_\_ approving Mr. Baldwin's request for water service outside city limits, and approving a waiver of protest to annexation.**

The meeting adjourned at 4:52 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

DATE: March 27, 2006

FROM: Warren Wilson, Deputy City Attorney  
Jim Markley, Water Superintendent

SUBJECT: Revised Policy for Water Service Outside City Limits

---

**DECISION POINT:**

Recommend that the full City Council adopt the proposed policy regarding water service outside City limits.

**HISTORY:**

In the early 1980's the City adopted a policy regarding the provision of water service outside City limits. Over the past decade that policy has been the subject of near continuous dispute including one case that was ultimately decided by the Idaho Supreme Court. Recently, Staff has received an increasing amount of requests for water service outside City limits fueled by the growth of our area. As such, Staff has been working on updating and clarifying our policy regarding provision of water service outside City limits.

**FINANCIAL ANALYSIS:**

The current policy has the potential for increased infrastructure costs to the City from providing water service to more properties than were originally intended. Adopting a new policy may help to close this gap. However, a new policy also has the potential to lead to some increase in litigation costs if the new policy is challenged.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

The current policy allows water service for each property outside City limits that abuts or adjoins a city water main that was installed under a refundable water extension agreement or some other written agreement. The original intention and interpretation of this policy was to provide service to only those properties that participated in funding the installation of the main that provides water service to their property. Under the draft policy, before a property outside City limits could receive water service it would have to be annexed if it is contiguous to the City limits. If the property cannot satisfy the annexation requirement, the owner will need to establish that their property is in one of the subdivisions that payed for the water main installation, that there property is currently being served by a failing water service that can't be readily repaired or that they (or a predecessor in interest) contributed financially to the installation of the water main. There are also limits on the size of the connection and restrictions to protect the integrity of the system.

**DECISION POINT/RECOMMENDATION:**

Provide Staff with input on preparing a new policy for water service outside City limits.

RESOLUTION NO. 06-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,  
IDAHO ESTABLISHING POLICIES FOR WATER SERVICE OUTSIDE CITY LIMITS

WHEREAS, the need for citywide policies regarding water service outside city limits has been deemed necessary by the City Council; and

WHEREAS, the Water Department has proposed policies regarding these issues, and the same were discussed at the Public Works Committee meeting March 27, 2006; and

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

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

DATED this 4<sup>th</sup> day of April, 2006

---

Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER REID Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## **POLICY: WATER SERVICE OUTSIDE CITY LIMITS**

### **Goals:**

To the extent possible it is the intention of this policy to:

- Limit new water service outside City limits to those properties that have a grandfathered/vested right to water service created by, monetary participation by the owner or a predecessor in interest, in construction of the main that would provide service to the property.
- Require qualifying properties to annex if possible or require the owner to consent to future annexation.
- Limit those properties outside City limits qualifying for water service to one residential (single family residence, ¾" meter) hook up for each parcel/lot existing at the time the property qualified to receive water service.
- Ensure the integrity of City boundaries.
- Minimize expenses for the City Water Dept. in upgrading facilities solely serving properties outside City limits.
- Ensure that the quality and quantity of City water service for City residents is not diminished by providing new water service outside City limits.
- Require the party seeking service to establish a right to the service.

### **Policy:**

1. Annexation. A party seeking water service for a parcel outside City limits must annex into the City prior to receiving water service if the parcel is contiguous to the City limits. The party seeking annexation is responsible for all costs and fees associated with the annexation of their parcel.
2. Service Outside City Limits: If the party seeking water service cannot satisfy the annexation requirement, the party may be entitled to one residential hook up for a single family residence (¾ inch meter) if they can prove by a preponderance of the evidence that they meet all of the following conditions as well as one of the exceptions listed below in section 3:
  - A. The parcel or lot abuts a city water service main to which another service line can reasonably be connected; and
  - B. The City's water service to other customers will not be reduced below adopted standards if the requested water service is provided; and
  - C. The property owner signs an agreement consenting to subsequent annexation by the City at the City's discretion; and

D. The property owner agrees, in writing, to convey, without cost, all water rights attached to the parcel to the City upon request.

3. Exceptions: If the party seeking water service meets the conditions in section 2 above, they may be entitled to water service if they can prove by a preponderance of the evidence that they meet one of the following exceptions:

A. Approved Subdivisions: Each originally platted lot in the following subdivisions is entitled to one residential (3/4" meter) connection. If the lot, as originally platted has been further subdivided, the connection will be given to the first party who seeks service and meets the requirements of this policy.

- i. Approved Subdivision list:
  - a. Ponderosa Park.
  - b. Ponderosa Terrace.
  - c. Springview Terrace 1<sup>st</sup> addition.
  - d. Les James Subdivision.
  - e. Sky Blue Acres.
  - f. Aqua Terrace.
  - g. Nob Hill.
  - h. Rivercal Subdivision.
  - i. Morse Subdivision.
  - j. Stanley Hill Terrace.

B. Existing Residence with Failing Water Service: The owner of a parcel with an existing residence will be allowed one residential connection (3/4" meter) if the owner can prove by a preponderance of the evidence that the parcel's current water service is failing for reasons outside the parcel owner's control and there is no reasonable cost effective alternative to seeking City water service.

C. Other Qualifying Parcels: Owners of parcels not meeting any of the other exceptions listed in this section may be allowed one residential connection (3/4" meter) if they can prove, by a preponderance of the evidence, that the parcel for which service is being sought has a grandfathered right to water service. In order to establish that the parcel has a grandfathered right the owner must establish that the City or one of its predecessors specifically agreed, in writing, to provide water service to the parcel. This may be established by showing that the developer of the lot had a written agreement with the City or its predecessor to provide water to the lot in question or by establishing that the developer of the lot participated in the funding of the water main extension to the lot. It is not sufficient to merely establish that the lot is within an area where service would have been provided by the City under a previous policy or by one of its predecessors.

OTHER BUSINESS

## **Staff Report to Mayor and Council**

**Date:** April 4, 2006  
**From:** Troy Tymesen, Finance Director  
**Subject:** Public Transportation Agreement

### **Decision Point:**

**To approve the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County.**

### **History:**

**The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens to be an urbanized area within Kootenai County. These cities have partnered over the past three years in conjunction with Kootenai County and Panhandle Area Council (PAC) to provide public transportation, administration and planning. The exact same agreement was signed last year.**

### **Financial Analysis:**

**The City is being asked to fund \$40,945.00 over twelve months beginning April 1, 2006. Last year the City contributed \$2,136.00. The increase in funding may require a budget amendment and the source of funds will be savings in personnel costs. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. The total budget for the fiscal year is \$1,422,316.00 and the portion funded by the FTA is \$837,060.00 (59%).**

### **Performance Analysis:**

**The funding of the requested \$40,945.00 is just 2.88% of the total budget. This is an exceptional value to the constituents of the City of Coeur d'Alene.**

### **Quality of Life Analysis:**

**This expenditure will assist to enhance the public transportation in our City. This program continues to expand because of positive partnerships throughout the area. It is anticipated that there will be in excess of 675,000 people boarding public transportation vehicles in Kootenai County in the next twelve months**

### **Decision Point/Recommendation:**

**To approve the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County.**

RESOLUTION NO. 06-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT, WITH KOOTENAI COUNTY FOR THE CITY'S PORTION OF THE PUBLIC TRANSPORTATION WITHIN THE URBANIZED AREA OF KOOTENAI COUNTY.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Letter of Agreement with Kootenai County, 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 Letter of Agreement 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 Letter of Agreement to the extent the substantive provisions of the Letter of Agreement remain intact.

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

DATED this 4<sup>th</sup> day of April, 2006.

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Sandi Bloem, Mayor

ATTEST:

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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 \_\_\_\_\_.

LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the county of Kootenai, hereinafter "COUNTY" and the city of Coeur d'Alene, hereinafter "CITY", and shall be effective on the date all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area of Kootenai County has been designated to include lands within the cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens and Huetter; and

WHEREAS, federal funds under a Federal Transit Administration (FTA) Section 5307 grant are available to provide public transportation services, including public transportation administration and planning, within the Urbanized Area; and

WHEREAS, the COUNTY has been designated by the Governor of the state of Idaho as the grantee for Federal Transit Administration (FTA) Section 5307 funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY shall be responsible for contracting with a public transportation service provider, providing for transportation planning and administration and for the distribution of the Section 5307 grant monies in order to provide for public transportation within the Urbanized Area of Kootenai County.
2. The CITY agrees to provide funding in the amount of \$40,945 (Forty Thousand, Nine Hundred and Forty-Five Dollars) as part of the match that is required for the Section 5307 grant for the twelve months beginning on April 1, 2006 and ending on March 31, 2007. The CITY further agrees to provide one-half said funding on or before the 30th day of April, 2006, with the balance due no later than the 31<sup>st</sup> day of October 2006.
3. The proposed FTA budget is attached as Table 1 and is incorporated into this Agreement by this reference.
4. Nothing in this Agreement is intended to obligate the CITY to provide any future funding for public transportation.

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

\_\_\_\_\_  
S. J. "Gus" Johnson, Chairman  
Kootenai County Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Dan English, County Clerk

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Susan Weathers, City Clerk

**TABLE 1**  
**Kootenai County Public Transportation**  
**FTA 5307 Budget FY 2006-07**

| <b>EXPENDITURES:</b>    | <u>Proposed<br/>Service</u> | <u>Contract<br/>Amount</u> | <u>Total<br/>FTA 5307</u> | <u>Local<br/>Match</u> |
|-------------------------|-----------------------------|----------------------------|---------------------------|------------------------|
| <u>Demand Response:</u> |                             |                            |                           |                        |
| KATS (1)                | 65,000 Boardings            | \$ 399,420                 | \$ 236,046                | \$ 163,374             |
| KMC                     | 11,000 Boardings            | 189,250                    | 104,150                   | 85,100                 |
|                         | <b>SUBTOTAL</b>             | <b>\$ 588,670</b>          | <b>\$ 340,196</b>         | <b>\$ 248,474</b>      |
| <u>Fixed Route:</u>     |                             |                            |                           |                        |
| CDA Tribe               | 600,000 Boardings           | \$ 712,146                 | \$ 418,114                | \$ 294,032             |
| NIC                     | 2,000 Boardings             | 36,500                     | 18,250                    | 18,250                 |
|                         | <b>SUBTOTAL</b>             | <b>\$ 748,646</b>          | <b>\$ 436,364</b>         | <b>\$ 312,282</b>      |
| <u>Other:</u>           |                             |                            |                           |                        |
| PAC                     | Grant Administration        | \$ 25,000                  | \$ 12,500                 | \$ 12,500              |
| PAC                     | Planning                    | 60,000                     | 48,000                    | 12,000                 |
|                         | <b>SUBTOTAL</b>             | <b>\$ 85,000</b>           | <b>\$ 60,500</b>          | <b>\$ 24,500</b>       |
|                         | <b>TOTAL</b>                | <b>\$ 1,422,316</b>        | <b>\$ 837,060</b>         | <b>\$ 585,256</b>      |

(1) Includes \$65,000 from \$1 fares being charged per boarding.

**REVENUES:**

|                         |                     |                   |                   |
|-------------------------|---------------------|-------------------|-------------------|
| FTA 5307                | \$ 837,060          | \$ 837,060        |                   |
| <u>Match (In-Kind):</u> |                     |                   |                   |
| PAC                     | \$ 12,000           |                   | \$ 12,000         |
| <u>Match (Cash):</u>    |                     |                   |                   |
| CDA Tribe               | \$ 294,032          |                   |                   |
| KMC                     | 157,600             |                   |                   |
| NIC                     | 36,500              |                   |                   |
| Aging/Adult Services    | 10,000              |                   |                   |
| KMPO Cities (see below) | 75,124              |                   | \$ 573,256        |
| <b>TOTAL</b>            | <b>\$ 1,422,316</b> | <b>\$ 837,060</b> | <b>\$ 585,256</b> |

| <b>KMPO Cities (1):</b> | <u>FY 2006-07</u> | <u>Amount<br/>April 2006</u> | <u>Amount<br/>October 2006</u> |
|-------------------------|-------------------|------------------------------|--------------------------------|
| City of Coeur d'Alene   | \$ 40,945         | \$ 20,473                    | \$ 20,472                      |
| City of Post Falls      | 20,434            | 10,217                       | 10,217                         |
| City of Hayden          | 10,888            | 5,444                        | 5,444                          |
| City of Dalton Gardens  | 2,703             | 1,352                        | 1,351                          |
| City of Huetter         | 154               | 77                           | 77                             |
| Total Funding           | <b>\$ 75,124</b>  | <b>\$ 37,563</b>             | <b>\$ 37,561</b>               |

(1) Payments can be made in two increments to accommodate the City budgeting process, which begins October 1st.

## MEMORANDUM

DATE: MARCH 29, 2006

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR  
RENATA MCLEOD, PROJECT COORDINATOR

RE: PERSONNEL RULE AMENDMENTS

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**DECISION POINT:** To authorize Resolution No. 06- 024, authorizing amendments to **Rule I, Section 14, entitled “Department Heads,”** to add Building Services Director, Engineering Services Director, and Deputy City Administrator; to clarify additional personnel rules that are applicable to Department Heads; and to add the appointment to position compensation; and to clarify that the supervisor shall be the Deputy City Administrator; amend **Rule XI, Section 12, entitled “Retirement Medical Benefit”** to clarify wording and processes; increase the savings required to \$18,000 over three years and to increase monthly medical coverage maximum to \$500.00, due to general increase in wages and medical premiums; and to provide an option for the employee to opt out of the city’s medical insurance; amend **Rule XXIII, entitled “Discriminatory Harassment including Sexual Harassment Policy”** to be amended to be entitled **“Prohibition Against Harassment and Violence in the Workplace”** this amendment shall include new verbiage to clarify the city’s prohibition against violence in the workplace and to ban weapons, as defined by the rule.

**HISTORY:** The proposed personnel rule amendments were posted at a minimum of ten (10) consecutive days before this Council meeting. Staff has discussed these amendments with the Associations and the Fire Union., as well as the Executive Team. Rule XI, Section 12, entitled “Retirement Medical Benefit” is referenced and made apart of the LCEA Contract. The LCEA group is still in the process of reviewing the proposed rule amendment to consider acceptance. Until then, the contract supersedes the personnel rules, therefore, the prior Personnel Rule XI, Section 12, as it relates to the benefit will remain unchanged for represented employees of LCEA.

**FINANCIAL:** There are no hard costs associated with these amendments.

**QUALITY OF LIFE:** Our goal is to provide a consistent and clear document for personnel rules.

**DECISION POINT/RECOMMENDATION:** To authorize Resolution No. 06- 024, authorizing amendments to **Rule I, Section 14, entitled “Department Heads,”** to add Building Services Director, Engineering Services Director, and Deputy City Administrator; to clarify additional personnel rules that are applicable to Department Heads; and to add the appointment to position compensation; and to clarify that the supervisor shall be the Deputy City Administrator; amend **Rule XI, Section 12, entitled “Retirement Medical Benefit”** to clarify wording and processes; increase the savings required to \$18,000 over three years and to increase monthly medical coverage maximum to \$500.00, due to general increase in wages and medical premiums; and to provide an option for the employee to opt out of the city’s medical insurance; amend **Rule XXIII, entitled “Discriminatory Harassment including Sexual Harassment Policy”** to be amended to be entitled **“Prohibition Against Harassment and Violence in the Workplace”** this amendment shall include new verbiage to clarify the city’s prohibition against violence in the workplace and to ban weapons, as defined by the rule.

RESOLUTION NO. 06-024

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, SECTION 14, ENTITLED "DEPARTMENT HEADS," TO ADD BUILDING SERVICES DIRECTOR, ENGINEERING SERVICES DIRECTOR, AND DEPUTY CITY ADMINISTRATOR; TO CLARIFY ADDITIONAL PERSONNEL RULES THAT ARE APPLICABLE TO DEPARTMENT HEADS; AND TO ADD THE APPOINTMENT TO POSITION COMPENSATION; AND TO CLARIFY THAT THE SUPERVISOR SHALL BE THE DEPUTY CITY ADMINISTRATOR; AMENDING RULE XI, SECTION 12, ENTITLED "RETIREMENT MEDICAL BENEFIT" TO CLARIFY WORDING AND PROCESSES; INCREASE THE SAVINGS REQUIRED TO \$18,000 OVER THREE YEARS AND TO INCREASE MONTHLY MEDICAL COVERAGE MAXIMUM TO \$500.00, DUE TO GENERAL INCREASE IN WAGES AND MEDICAL PREMIUMS; AND TO PROVIDE AN OPTION FOR THE EMPLOYEE TO OPT OUT OF THE CITY'S MEDICAL INSURANCE; AND AMENDING RULE XXIII, ENTITLED "DISCRIMINATORY HARASSMENT INCLUDING SEXUAL HARASSMENT POLICY" TO BE AMENDED TO BE ENTITLED "PROHIBITION AGAINST HARASSMENT AND VIOLENCE IN THE WORKPLACE." THIS AMENDMENT SHALL INCLUDE NEW VERBIAGE TO CLARIFY THE CITY'S PROHIBITION AGAINST VIOLENCE IN THE WORKPLACE AND TO BAN WEAPONS, AS DEFINED BY THE RULE.

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 4<sup>th</sup> day of April 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 MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER REID Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

SECTION 14.

Department Heads

- (a) Purpose/Intent: The purpose of this rule is to create a section of the City of Coeur d'Alene Personnel Rules and Regulations that specifically pertain to Department Heads, which are herein determined to be FLSA "exempt employees." Department Heads serve and perform work at the pleasure of the Mayor and City Council under the day-to-day guidance of the Deputy City Administrator. The intent of this Rule is to create consistency among Department Heads and to transition those currently on contracts to be bound by these rules.
- (b) Definition:
  - (1) Department Head shall mean an employee responsible for the management of a city department, including the following positions and any newly created future department; Building Services Director, City Attorney, City Clerk/Municipal Services Director, Deputy City Administrator, Engineering Services Director, Finance Director, Fire Chief, ~~Growth Services Director~~, Human Resource Director, Library Director, Parks Director, Planning Director, Police Chief, Recreation Director, Street Superintendent, Wastewater Superintendent, and Water Superintendent. ~~For the purposes of this section, Department Head shall be referred to as employee.~~
  - (2) Professional exempt employee shall be the Fair Labor Standards Act classification that Department Heads will be regulated under. As such, ~~these~~ Department Heads employees shall be paid salary and not eligible for compensatory or overtime pay.
  - (3) At Will: Department Heads shall be considered at will, with no property right to continued employment.
- (c) Residency: Certain positions, at the discretion of the Deputy City Administrator, may be required to reside within a twenty (20) minute driving response time to the City limits.
- (d) Duties: ~~Department Head~~ Employees duties and responsibilities shall be in accordance with the adopted job description, as well as all matters assigned by the Deputy City Administrator.
- (e) Benefits/Compensation:
  - (1) Department Heads shall be exempt from the personnel rules except the following:
    - (i) Rule I, Section 11, "Standards of Conduct"
    - (ii) Rule XI, Section 3 entitled "Sick Leave"
    - ~~(ii)~~(iii) Rule XI, Section 4 entitled "Bereavement Leave"
    - ~~(iii)~~(iv) Rule XI, Section 5 entitled "Military Leave"
    - ~~(iv)~~(v) Rule XI, Section 7 entitled "Witness and Jury Leave"

- ~~(v)~~(vi) Rule XI, Section 9, entitled “Holidays”
- ~~(vi)~~(vii) Rule XI, Section 11, entitled “Family and Medical Leave”
- ~~(vii)~~(viii) Rule XI, Section 12, entitled “Retirement Medical Benefit”
- (ix) Rule XVIII, Section 4 entitled “Employee not to be Party to Purchase of Sale of Property”
- ~~(viii)~~(x) Rule XVIII, Section 5 entitled “Use of City Property”
- ~~(ix)~~(xi) Rule XIX, entitled “Authorization and Procedures for Expense Reimbursement” and
- ~~(x)~~(xii) Rule XXI, entitled “Drug Policy”
- ~~(xi)~~(xiii) Rule XXIII, entitled “Discriminatory Harassment Including Sexual Harassment Policy”
- ~~(xii)~~(xiv) Any rule specifically applicable to Department Heads

(2) Department Heads shall abide by City policies and procedures approved by the City Council as listed above and any additional policies and procedures adopted by resolution not incorporated in the personnel rules.

(3) Vacation Accruals: Vacation accruals shall be as follows:

- (i) First through third year of service: 8 hours of leave accrued for each complete month of service
- (ii) Fourth through tenth year of service: 12 hours of leave accrued for each complete month of service
- (iii) Eleventh through fifteenth year of service: 16 hours of leave accrued for each complete month of service
- (iv) Sixteen or more years of service: 20 hours of leave accrued for each complete month of service

Grandfather Clause: Current accruals for all Department Heads remain in effect and further accrual increases will be according to the schedule above.

Maximum accumulation will not exceed three-hundred-twenty (320) hours. Vacation leave in excess of this amount will be forfeited on October 1 of each year. However, excess leave shall be allowed until January 15<sup>th</sup>, unless otherwise specifically approved by the Deputy City Administrator.

In order for a new hire to get credit for similar past work experience, they shall provide detailed information to the Human Resources Director regarding past work experience, including but not limited to a job description. The Human Resource Director will establish starting vacation accrual amount based on the information provided and the

similarity to the Department Head' employees position with the City of Coeur d'Alene.

- (4) Sick Leave: As FLSA exempt employees, Department Heads shall continue to accrue sick leave according to Rule XI, Section 3 (ten hours per month). However, due to the exempt employee status, leave will only be required to be noted on time records when it is eight consecutive hours or more. Department Head shall be eligible to participate in the sick leave bank. Department Head shall not receive compensation for accumulated sick leave unless the Department Head employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. Sick leave options 1 and 2, found in Rule XI, Section 3, are applicable.
- (5) Compensatory Time (comp time): As FLSA exempt employees, Department Heads are not eligible for comp time. Any existing comp time that the Department Head employee has accrued prior to the adoption of these rules shall be used at a rate of at least 40 hours per year beginning the date of the adoption of these rules.
- (6) Appointment to position: The Department Head is eligible for a pay increase twelve (12) months from their appointment date. Promotional appointments will include a minimum of a 10% pay increase.
- (76) Compensation/salary increases: Department Heads shall be paid a salary within the range identified in the City of Coeur d'Alene adopted pay/classification plan and as may be amended thereafter. Department Heads shall receive annual salary increases on a performance-based evaluation. Based on a performance evaluation from the Deputy City Administrator, Department Heads shall receive a salary increase ranging 0% to 8% if the performance is rated standard or above. Salary shall not exceed the maximum amount as authorized by the pay/classification plan currently in effect. Salary over the maximum of the pay/classification plan will remain at the current rate and will increase only as CPI adjustments permit, unless otherwise approved by the City Council Administrator.
- (87) Cost of living increases: Cost of living increases shall be based upon the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period with a three percent (3%) maximum increase, effective October 1 of each fiscal year.
- (98) Miscellaneous: The Deputy City Administrator shall authorize car assignments.

(109) Severance: The City will provide four (4) months of salary, including fringe benefits as identified in Section “110” below, to Department Heads except under the following circumstances: retirement from the City of Coeur d’Alene, voluntary resignation, discharge resulting from a felony conviction, or during the first year of employment.

(110) Fringe Benefits: Department Heads shall receive fringe benefits as those authorized in a given fiscal year by the City Council per the exempt personnel resolution, for the following: Social Security (F.I.C.A.), Idaho Public Employees Retirement System (I.P.E.R.S.), medical, dental, and vision insurance, long term disability insurance, and medical savings account.

(124) Life Insurance: The City will provide life insurance for Department Head and dependants as follows: 1) Department Head life insurance shall be \$50,000; 2) Dependant life insurance, \$1,000; 3) Accidental death and dismemberment insurance, Department Head only, shall be \$50,000.

- (f) Policies and Procedures: All ~~Department Heads employees~~ shall follow all established City and Department policies and procedures, unless specifically exempt.
- (g) Supervisor: ~~Department Heads Employee~~ shall be supervised by the Deputy City Administrator and subject to disciplinary action as deemed appropriate by the Deputy City Administrator.
- (h) Dismissal: ~~Department Heads Employee~~ shall be afforded a reasonable opportunity to address the City Council and provide any additional information to be considered before final determination of dismissal is made.
- (i) Appointive officers: Appointive officers shall include the City Clerk, City Treasurer, City Attorney, and City Administrator. Appointment and removal shall be in accordance with I.C. Sections 50-204, 205, and 206.

**SECTION 12.**

**Retirement Medical Benefit**

This is a discretionary medical benefit ~~provision~~ available to employees seeking retirement ~~if the decision to retire and in which such a decision would results~~ in cost savings to the City. To be eligible for consideration, the ~~employee must submit a written request to the Human Resource Director, at least ninety (90) days prior to separation of employment. The request will be reviewed by the Department Head, Human Resource Director, and the Personnel Officer to verify that the criteria are met and to make a recommendation to the City Council. In determining if the City should grant the retirement medical benefit the City will take into account the following criteria must be met:~~

- ~~(a) — The retiree must have been employed at least ten (10) years with the City in a full-time position.~~
- ~~a) The employee must be eligible for retirement from the City of Coeur d’Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.,~~
- ~~(b) — The retiree’s years of service with the City plus age must equal at least seventy (70) which satisfies a Rule of 70.~~
- ~~(c) The retirement must result in a savings of at least \$5,000 a year for three (3) years or \$15,000 over three (3) years.~~
- ~~b.b) The retirement must result in a savings of at least \$6,000 a year for three (3) years or \$18,000 over three (3) years.~~
- ~~a) (d) Department head and City Administrator must both approve.~~
- ~~c) (e) The necessity of the retiree’s consultation to the City.~~
- ~~d) The retiree’s availability would agree to be reasonably available for to provide consultation services to the City consultation with staff regarding City operations for a minimum of two hundred forty (240) hours, for the typical three year contract, or prorated accordingly, during the term of the negotiated contract up to three (3) years following retirement.~~
- ~~1.e) The Employee and must be willing to sign an agreement releasing the City of Coeur d’Alene of any and all claims of the employee. The agreement will further outline the terms of the separation. The approval of the agreement is delegated to the Personnel Officer.~~
- ~~(f) — Upon request the retiree would agree to complete periodic health benefits information forms.~~

Upon approval of the benefit, the employee must select one of the following options:

OPTION 1: ~~The approval of this benefit would allow t~~The City ~~will to~~ pay up to eighty percent (80%) ~~(to at the maximum of \$500.00400/month)~~ of the retired employee’s medical premium for the employee and spouse ~~(The spouse is not included if eligible for Medicaid or Medicare.)~~, if

applicable, for the term of the negotiated contract or until one of the following occurs up to three (3) years unless one of the following occurs (the spouse may not be included if eligible for Medicaid or Medicare.):

- a) ~~(a)~~ Employee becomes eligible for Medicaid or Medicare.
- b) ~~(b)~~ The spouse is no longer included once eligible for Medicaid or Medicare.
- c) ~~(c)~~ The employee dies.
- d) ~~(d)~~ The spouse is or becomes employed elsewhere and medical benefits are available.
- e) ~~(e)~~ The employee becomes employed elsewhere and medical benefits are available.

The City shall pay the approved portion of the medical benefit premium to the insurer. No payment shall be paid directly to the employee.

OPTION 2: The employee may request to opt out of the City's medical insurance plan and receive a lump sum payment to the employee's health reimbursement plan.

~~If approved, the benefit will become effective retroactive to January 1, 1998. This benefit is contingent on funds being budgeted each year.~~

**RULE XXIII: PROHIBITION AGAINST DISCRIMINATORY HARASSMENT INCLUDING SEXUAL HARASSMENT POLICY AND VIOLENCE IN THE WORKPLACE**

**SECTION 1.**

**Purpose**

The City of Coeur d'Alene is committed to providing work environments that are free of discrimination and harassment. In keeping with this commitment, and Federal and State Laws, (Title VII of the Civil Rights Act and Idaho Code 67-5909 as they are now in existence or as hereafter amended,) the City will not tolerate any form of unlawful discrimination ~~or~~ harassment, threats or violent acts against our employees by anyone, including supervisors, other employees, volunteers, elected officials, vendors, or clients, hereafter referred to as "workplace participant."

We prohibit any form of employee harassment based on race, color, religion, sex, national origin, citizenship, age, physical or mental disability, status as a veteran, sexual orientation, or status in any group protected by applicable law. All employees are expected to avoid any behavior or conduct that could be interpreted as harassment. Harassment consists of unwelcome conduct whether verbal, physical, or graphic. Harassment includes conduct that shows a lack of respect, hostility, or aversion toward an individual because of his or her protected status or that of his or her relative or friends.

The City further strives to maintain a work environment free from intimidation, threats or violent acts; the City of Coeur d'Alene will not tolerate acts of intimidation, threatening or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons of any kind on to City property, or other similar act.

This policy does is not ~~intended to~~ protect anyone who makes a false allegation ~~of discriminatory harassment~~. The City of Coeur d'Alene reserves the right to take appropriate disciplinary action against any employee who makes false allegations ~~of harassment~~.

**SECTION 2.**

**Definitions**

- a. **Harassment:** Ethnic slurs, racial jokes, verbal/physical abuse or other offensive, conduct directed at someone's race, color, creed, national origin, age, religious beliefs, sex, citizenship, physical or mental disability, sexual orientation, or with any group protected by applicable law, or current military status which
1. has the purpose or effect of creating an intimidating or hostile environment;
  2. unreasonably interferes with an individual's work performance; or

3. otherwise adversely affects an individual's employment opportunities.

Such prohibited harassment includes but is not limited to the following examples of offensive conduct:

1. Verbal conduct such as threats, epithets, derogatory comments or slurs;
2. Visual conduct such as displaying derogatory posters, photographs, cartoons, drawings, or gestures;
3. Written communications containing statements, which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures.
4. Physical conduct such as assault, unwanted touching or blocking normal movement.
5. Retaliation for making or threatening to make a harassment report to the City of Coeur d'Alene, or for participating in an investigation into harassment, threats or acts of violence allegations.

a.b. (a) **Sexual Harassment:** Unwelcome sexual advances, requests for sexual favors, verbal or physical contact/conduct of a sexual nature, display of graphic material of a sexual nature, or physical gestures of a sexual nature constitute sexual harassment, including but not limited to, the following:

1. Conduct that is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, humiliating, hostile, or offensive working environment.
4. Verbal abuse, or joking, that is sex-oriented and considered unwelcome ~~by the employee to whom it was directed.~~
5. Making or threatening retaliation after a negative response to sexual harassment.
6. Sexual harassment can occur between the same sex; therefore it is a violation of this policy for males to sexually harass females or other males, and for females to sexually harass males or other females.
7. Sexual harassment is not behavior that is based on mutual attraction, friendship, and respect. If the interaction is consensual, welcome, and reciprocated it is not sexual harassment.

~~b. Other Harassment: Ethnic slurs, racial jokes, verbal/physical abuse or other offensive, annoying conduct directed at someone's race, color, creed, national origin, age, religious beliefs, sex, citizenship, physical or mental disability, sexual orientation, or with any group protected by~~

~~applicable law, or current military status which 1) has the purpose or effect of creating an intimidating or hostile environment; 2) unreasonably interferes with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Such prohibited harassment includes but is not limited to the following examples of offensive conduct:~~

- ~~1. Verbal conduct such as threats, epithets, derogatory comments or slurs;~~
- ~~2. Visual conduct such as displaying derogatory posters, photographs, cartoons, drawings, or gestures;~~
- ~~3. Written communications containing statements, which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures.~~
- ~~4. Physical conduct such as assault, unwanted touching or blocking normal movement.~~
- ~~5. Retaliation for making or threatening to make harassment report to the City of Coeur d'Alene, or for participating in an investigation into harassment allegations.~~

c. **Threats or violent acts** shall include talk of violence, visual displays, written communications, physical conduct, threats of retaliation for reporting harassment, or joking about violence by an employee, customer, or visitor.

d. **Weapons** may include guns, knives, explosives or other potential weapons.

e.e. **Workplace Participant**: An employer, employee, supervisor, volunteer, elected official, vendor/contractor, citizen, or client.

### **SECTION 3. Complaint Procedure**

Any employee who believes he or she has been subjected to harassment threats or violent acts prohibited by this policy should immediately tell the offender to stop his/her unwanted behavior and immediately report that behavior, preferably in writing, to the Human Resources Director, City Administrator, or Department Head. If an employee believes there is an immediate threat to safety of themselves or others, they should contact law enforcement authorities.

If an employee becomes aware of harassing conduct, threats or violent acts engaged in or suffered by a City of Coeur d'Alene employee, regardless of whether such harassment, threats or violent acts directly affects that employee, the employee shall immediately report that information, preferably in writing, to the Human Resources Director, City Administrator, or Department Head.

The City of Coeur d'Alene encourages each employee to use the procedures set forth in this policy to address any harassment problems as quickly as possible.

Whenever the City of Coeur d'Alene is made aware of a situation which may violate this policy, the City of Coeur d'Alene will conduct an immediate, thorough, and objective investigation of any harassment claims. If the City of Coeur d'Alene determines that prohibited harassment has occurred, it will take appropriate action against a person found to have engaged in prohibited harassment to ensure that the conduct will not reoccur. A determination regarding the discriminatory harassment alleged will be made and communicated to the person claiming harassment as soon as practical. The type of discipline administered will be dependent upon the severity of the conduct, as well as any other factors presented in the particular circumstances. Workplace participants violating the policy, however, are subject to discipline up to and including termination.

SECTION 4. **All Weapons Banned:** To assure compliance with the intent of Idaho Code §18-3301, 3302C, and 3303, the City of Coeur d'Alene will not allow any employee, or person governed by these rules, other than sworn law enforcement personnel and employees properly acting within the scope of their official duties, to be in the possession of any weapon, inside City buildings/facilities. Additionally, any employee with a concealed weapons permit shall not be allowed to bring a weapon into City buildings/facilities.

All employees, other than sworn law enforcement personnel and those acting within the scope of their duties, which require the carrying and/or transport of a weapon outside City buildings/facilities, are prohibited from carrying or transporting weapons when using city provided vehicles in conjunction with city business. Employees who use their own vehicle for city business are not required to remove personal weapons that they normally have in their vehicle, provided that they comply with all state, federal and local laws regarding said weapon.

SECTION 5. **Inspections:** Desks, telephones, computers and offices are the property of the City of Coeur d'Alene. Employees should have no expectation of privacy in the offices or property of the City of Coeur d'Alene. The City of Coeur d'Alene reserves the right, in accordance with federal and state law, to search such property.

#### **SECTION 64. Retaliation Prohibited**

The City of Coeur d'Alene strictly prohibits retaliation against any person by another workplace participant for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the City of Coeur d'Alene or a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal

consideration in making employment decision, failure to make employment recommendation impartially, adversely affecting working conditions or otherwise denying any employment benefit.

| **SECTION 75.**

**Scope of Employment**

The City of Coeur d'Alene does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any workplace participant.

| **SECTION 86:**

**Lists and Examples Not All-Inclusive**

The foregoing lists are not all-inclusive. Violations of any of the rules set forth above shall be grounds for disciplinary action, including termination.

MEMORANDUM

DATE: MARCH 30, 2006  
TO: MAYOR BLOEM AND THE CITY COUNCIL  
FROM: RENATA MCLEOD, PROJECT COORDINATOR  
RE: BID DOCUMENTS FOR THE LIBRARY PROJECT

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**DECISION POINT:**

- To approve the staff recommended advertisement of bid for the Coeur d'Alene Public Library.

**HISTORY:** On July 19, 2005 the City entered into an agreement with Architects West for architectural services for the Library project. A building team was established to work with the Architect. The team included representatives from the City Council, Library Board of Trustees, Library Foundation, and City staff. That team has collaborated on building and interior design, and communicated with their represented groups throughout the process. The building team and their represented groups have agreed on the final building design. The project is at a point that the team is recommending the advertisement for bids. *The bid documents are available for review in the Council mail box area.*

**PERFORMANCE ANALYSIS:** Moving forward with the advertisement of bids will allow the project to proceed with the proposed timeline to ensure a June 2007 project completion. Site preparation has begun and will continue until the site is turned over to the Contractor who is awarded the bid.

**FINANCIAL:** The Library Foundation has been actively fundraising and will continue to do so during construction. There is an estimated need for \$500,000.00 in furniture, fixtures and equipment that will be the focus of the continued fund rising.

\$3,000,000.00 Sale of Bonds  
\$1,000,000.00 Sale of existing Library site  
\$1,100,000.00 Foundation assets  
\$ 500,000.00 FF&E  
\$5,600,000.00 Estimate construction costs

**DECISION POINT/RECOMMENDATION:**

- To approve advertisement of bid for the Coeur d'Alene Public Library.

# City of Coeur d'Alene

## FIRE DEPARTMENT

*"City of Excellence"*

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### Staff Report

**Date:** 3-29-2006

**From:** Jim Washko, Deputy Fire Chief 

**Re:** Approval for a Fire Department Training Burn

**DECISION POINT:**

For the Mayor to approve training burns on the mentioned structures.

**HISTORY:**

The Fire Department has been offered two residential structures located at 7<sup>th</sup> and Mullen Ave, for the purpose of training. We will be using them for a number of training exercises and plan on conducting a live fire training burns as soon as possible.

**FINANCIAL ANALYSIS:**

The cost of manpower to operate apparatus and to man safety crews for training exercise. Cost will be covered by Fire Department training and overtime budget.

**PERFORMANCE ANALYSIS:**

The Fire Department does not have a dedicated training facility and it is important to utilize these types of situations to train on live fire scenarios.

**QUALITY OF LIFE ANALYSIS:**

It has been and continues to be the mission of the Fire Department to provide superior customer service to our residents and visitors. This type of training not only polishes our skills to better serve the public, it also is a safety issue for our personnel. Firefighting has a history of being the most dangerous occupation in the country. The safety of our firefighters is paramount and this training goes a long way to giving them the training and confidence needed to do this job.

**DECISION POINT/RECOMMENDATION:**

For Mayor to approve training burns for the Fire Department.

RESOLUTION NO. 06-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FIRE TRAINING BURN, WITH THE LAKE CITY DEVELOPMENT CORPORATION (LCDC) ITS PRINCIPAL PLACE OF BUSINESS AT 816 SHERMAN AVENUE, STE. 5, COEUR D'ALENE, IDAHO 83814.

WHEREAS, staff has recommended that the City of Coeur d'Alene enter into an Agreement with the Lake City Development Corporation, for Fire Training Burn pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" 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 for Fire Training Burn, in substantially the form attached hereto as Exhibit "A" 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 4<sup>th</sup> day of April, 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 MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY OF COEUR D'ALENE**  
**AGREEMENT FOR FIRE TRAINING BURN**

THIS AGREEMENT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between the CITY OF COEUR d ALENE (hereafter, "OWNERS (s)"),

*Lake City Renewal  
Corp (LCRC), AND  
[Signature]*

**WITNESSETH:**

WHEREAS, the Owner (s) is/are the owner (s) of, in the possession of, or entitled to the immediate and exclusive possession of the property known as

724 + 714 Front Avenue  
Coeur d'Alene, ID 83814

Coeur d'Alene, Idaho, more particularly described as follows, to-wit:

Lot 4, Blk. 38, Cliff & Kings Addition

Kootenai County, State of Idaho; AND,

WHEREAS, on said property there stands structures described as residential house and garage, and the Owner (s) desire (s) that the City assist in the demolition or partial demolition of said structures by burning; AND,

WHEREAS, the City is willing to ignite and burn said structures as part of the City's fire suppression training program; NOW, THEREFORE,

**THE PARTIES HERETO AGREE, AS FOLLOWS:**

1. Owner(s) agree (s) to allow the City to enter the described property and ignite and burn the described structure, utilizing any City personnel and equipment deemed necessary by the City's Fire Chief
2. The City Agrees to ignite and burn said structure, provided that City does not covenant or guarantee total destruction or demolition, or destruction or demolition of the structure, in or to any degree.
3. The Owner (s) agree (s) to hold the City free and harmless from any and all damage done to other real or personal property on the describe property as a result on arising out of the ignition and burning agreed upon herein.
4. The Owner (s) agree (s) to provide the City a certificate of assurance (from a qualified contractor) that said described property is free of Asbestos.
5. The Owner (s) agree (s) to remove all known highly combustible and hazardous materials from said described property as requested by the City before said training burn shall commence.
6. The Owner (s) agree (s) to within five (5) working days after the training burn is completed, to have said described property returned to its natural form, and any hazardous debris removed from said premises.

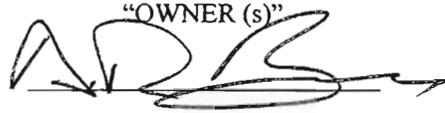
**CITY OF COEUR D'ALENE**  
**AGREEMENT FOR FIRE TRAINING BURN**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF COEUR D' ALENE

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

"OWNER (s)"  
 3/27/06  
Lake City Development Corp.

STATE OF IDAHO)

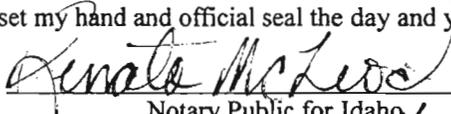
) ss,

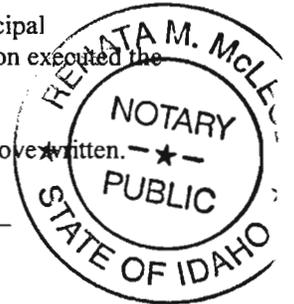
County of Kootenai)

On this 27<sup>th</sup> day of April, 2006, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_

Known to me to be the Mayor and City Clerk, respectively, of the CITY OF COEUR d' ALENE, the municipal corporation that executed the foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

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

  
\_\_\_\_\_  
Notary Public for Idaho  
Expires: 11/8/07  
Residing at Kootenai County



STATE OF IDAHO)

) ss,

County of Kootenai)

On this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_,

Known to me to be the person (s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_