



Coeur d'Alene

CITY COUNCIL MEETING

April 18, 2006

MEMBERS OF THE CITY COUNCIL:
Sandi Bloem, Mayor
Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
APRIL 4, 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 April 4, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

BOY SCOUT TROOP 209: Mayor Bloem welcomed Boy Scout Troop 209 to tonight's City Council meeting.

INVOCATION was led by Pastor Phil Muthersbaugh, LifeSource Community Church.

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

PRESENTATION – NORTHWEST INLANDER AWARDS: Lee Shellman, Chairman of the Parks and Recreation Commission, presented the awards received from the Northwest Inlander for Fort Sherman playground, City Park basketball courts and City Beach. Mr. Shellman announced that the Parks and Recreation Commission commended Parks Director Doug Eastwood and Recreation Director Steve Anthony for all the work they have done to make this city a City of Excellence. Councilman McEvers announced that he had his first opportunity to watch the Parks and Recreation Commission meeting on television and commended them for all the work that they do. Councilman Reid also commended the Parks and Recreation Commission for all the work that they do. Councilman Goodlander reminisced on the history of the City Park and City Beach. Councilman Edinger thanked the Park and Recreation Commission for all their good work and he especially wanted to thank the Panhandle Kiwanis Club for their major role in constructing the Fort Sherman playground in City Park.

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

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

1. Approval of minutes for March 7, 2006.
2. Setting the Public Works Committee and General Services Committee meeting for April 10, 2006 at 4:00 p.m.
3. RESOLUTION 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.
4. Acceptance of water line easement for Mill River Condos.
5. Approval of addition of liquor to beer/wine license for the Wine Cellar.
6. Approval of cemetery lots transfers from Daniel & Ann Shea to Deborah Shea and from Edward King to David Lee Dye.
7. Approval of Film Production Permit for Kerry Damiano for "The StyleFyle" Show.

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

KIM HARRINGTON COMMENDED: Councilman Reid announced that she had received "kudo's" to Kim Harrington from Sherri Bollard who is closing a restaurant and had commended Kim for her efforts in making that transition easier.

LIBRARY PATRONAGE UP: Councilman Goodlander reported that the City Library is adding an average of 300 new library patrons each month (3,600 per year). Councilman Goodlander commended the Library staff for all their efforts.

APRIL FOOLS NEWSPAPER ARTICLE: Mayor Bloem noted that an article that ran recently in a local newspaper was an April Fools story and the applications from the 8 remaining applicants for a new Kroc Center were submitted in Seattle last week.

APPOINTMENT TO CDATV COMMITTEE: Motion by Edinger, seconded by Goodlander to appoint the following members to the CDATV Committee: 3-year terms – Woody McEvers, Judy Drake, Jeff Crowe; 2-year terms – Jim Van Sky, John Martin; 1-year term – Dave Walker. Motion carried.

RESOLUTION 06-022

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

Motion by Reid, seconded by Goodlander to refer this item to the General Services Committee. Motion carried.

RESOLUTION 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.

Motion by, Reid seconded by Edinger to adopt Resolution 06-023.

DISCUSSION: Councilman Reid spoke in support of this resolution and the bus system. Councilman Goodlander noted that Councilman Reid is the Chairman of KMPO and, along with her committee members, have done a tremendous job to bring a fixed route bus service to the area residents. Finance Director noted that the ridership is estimated to be in excess of 675,000 and although the City's new share is \$40,000+ it is only 2% of the total budget. He also noted that 59% of this budget is from grant funding. Councilman Reid explained the grant/match percentages for this operation.

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

RESOLUTION 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.

Motion by Edinger, seconded by Goodlander to adopt Resolution 06-024.

DISCUSSION: Councilman McEvers asked about the personnel rules regarding concealed weapons. Renata McLeod noted that, although an employee may have a concealed weapon permit, the City can regulate employee’s use of concealed weapons and thus other than Police officers, concealed weapons shall not be brought to work by an employee.

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

BID SPECIFICATIONS FOR CONSTRUCTION OF LIBRARY FACILITY:

Project Coordinator Renata McLeod gave a power point presentation of the construction progress, project time line, past fund raising efforts, and funding status for the proposed construction of the new Library facility and the surrounding utility upgrades. Councilman Goodlander noted that there is a gap in funding and that more money still needs to be raised.

MOTION: Motion by Goodlander, seconded by Kennedy to approve the bid specifications and to authorize staff to advertise for bids. Motion carried.

RESOLUTION 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.

Motion by Edinger, seconded by Hassell to adopt Resolution 06-025.

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

EXECUTIVE SESSION: Motion by Reid, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345, SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The Council entered into Executive Session at 6:50 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney. Matters discussed were those of probable litigation.

No action was taken and the Council returned to regular session as 7:30 p.m.

ADJOURNMENT: Motion by Reid, seconded by Kennedy to recess this meeting first to April 6th at 7:00 a.m. at the Cd'A Resort and then to April 13th at 4:30 p.m. at the Lake City Senior Center. Motion carried.

The meeting recessed at 7:30 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**JOINT CITY COUNCIL/COUNTY COMMISSIONERS
MEETING HELD ON APRIL 6, 2006 AT THE
COEUR D'ALENE RESORT**

COUNCIL PRESENT: Al Hassell; Ron Edinger; Deanna Goodlander; Mike Kennedy; Woody McEvers.

MAYOR Bloem.

COMMISSIONERS PRESENT: Gus Johnson, Chairman; Katie Brodie; Rick Currie.

CITY STAFF: Wendy Gabriel, Susan Weathers, Mike Gridley, Kenny Gabriel, Troy Tymesen.

GUEST: Mark Stewart, Cd'A Press.

CDATV – COUNTY PARTICIPATION: Councilman McEvers asked the Commissioners if they would be interested in doing a television program for the County. He expressed an interest in creating an MOU. Katie Brodie supported creating a program for the County. Chairman Gus Johnson asked if the County building is television-ready and Councilman McEvers responded that it is accessible. Chairman Johnson noted that as part of the County's budget process they would like to do a televised program with each County Department presenting their proposed budget with public comments. Commissioner Johnson noted that Cynthia Taggart had suggested the Commissioners do a television program similar to the Mayor's show with Cynthia being the moderator. Katie Brodie asked what the hourly cost is for producing a show. Councilman McEvers suggested that the County coordinate with NIC to produce their program. Councilman Hassell noted that we have one paid contractor doing the Council meetings and maintaining our channel. County Commissioners have agreed to participate in a television program on CDATV.

COUNTY BOATHOUSE RELOCATION: City Administrator Wendy Gabriel reported that the City is offering to negotiate a location for the County Sheriff's Marine Division as part of the annexation agreement for the Blackwell Island Yacht Club. Chairman Johnson asked when the Hagadone Corporation is going to be dredging. Councilman Hassell noted that he had been informed that they are planning on dredging next year. Administrator Gabriel noted that the city will keep in touch with the County when negotiations are under way.

911 COMPLIANCE STATUS: Chairman Johnson reported that the issue was based upon access to I-Lets that the current staff not being under the proper authority to oversee the information program as it should be under the Sheriff's office. The Commissioners decided that the 911 System would be transferred to the Sheriff's Department; however,

some 911 Board members voiced their concern of being under the Sheriff's Office. He noted that they will resolve this administrative issue. Kenny Gabriel reported that the 911 Advisory Board is doing a very good job. From Fire Chief Gabriel's standpoint they have no problem with the 911 Center being under the Sheriff's Office. Chairman Johnson announced that they will be holding a meeting tomorrow regarding this issue.

FAIRGROUND STATUS REPORT: City Administrator Wendy Gabriel noted that the City will have a draft agreement ready for the Fairgrounds in the next few weeks and it will be available for signatures by the end of this month. Chairman Johnson noted that a gentleman who is doing the Habitat for Humanity has a large amount of fill dirt and he will provide the City with his name and phone number.

ANIMAL CONTROL ISSUES: Councilman McEvers first expressed his thanks for the County Animal Control officer participating in the City's Ad Hoc Committee. He explained that the difficulty seems to be the lines of responsibility for picking up and impounding dogs. He noted that he has been looking at the City of Post Falls Impound Facility. Another issue is the future for animal control in the City. He asked the Commissioners if there was something that all the entities could do to resolve this issue. Chairman Johnson asked if the City had talked with Post Falls. Councilman McEvers reported that they have a representative on the City's Ad Hoc Committee. Chairman Johnson noted that the Post Falls facility is currently at ½-capacity. Katie Brodie asked if the City of Coeur d'Alene could be involved with Post Falls Animal Control Facility. Councilman McEvers responded that it is an issue of miles and dollars. Chairman Johnson noted that animal control is under the Sheriff's Office and recommended that the City continue to work with the Sheriff's Office. Chairman Johnson noted that the FAA would like to see the Humane Society facility located away from the airport. Councilman Edinger reported that the biggest complaints that the City receives is regarding cats. Mayor Bloem noted that due to input from the residents, the subject of cats is an issue that the Council will need to address in near future. Councilman McEvers believes that part of the solution is a strong spaying and neutering program and also licensing and tagging cats and also charging for adopting abandoned dogs and cats.

GRANT MATCH FOR HERITAGE PLACE: City Finance Director, Troy Tymesen, reported that the Coeur d'Alene Homes has a project for affordable senior housing. They have applied for a HUD grant which has a sunset. They had approached the City for helping pay the match for a \$1.2 million grant. The City offered up \$50,000 match funding with the intent of asking the County to participate in the match funding. The payment for the grant would have to be paid prior to the end of this fiscal year. The Commissioners will provide Troy a response to this request within the next 30 days.

GROWTH IMPACTS: City Administrator Wendy Gabreil opened the discussion regarding the incredible growth in Kootenai County. She reported that the city has been

learning about linkage fees. She explained that affordable housing is essential to the survival of a City where the people who work in a community (teachers, emergency personnel, etc) need to live in the community. A linkage fee is attached to a commercial or industrial project where the fee is collected to provide affordable housing in the community. She noted that it is important that all these fees are consistent throughout an entire area in order for it to work. Residential contractors would also be required to make part of their project affordable housing or provide a fee in lieu of constructing affordable housing. Councilman Kennedy noted that high end subdivision projects can also be charged a fee so the affordable housing can be constructed elsewhere. Mayor Bloem noted that the County could do a linkage fee while the City can do impact fees. Mike Kennedy noted that it should be called workforce housing instead of affordable housing. Councilman Kennedy noted that Ketchum/Sun Valley in Blaine County is currently doing linkage fees. Chairman Johnson asked the City to send them the information regarding linkage fees that the City received from the Urban Land Institute.

PROPERTY VALUATIONS: Commissioner Johnson announced that the County Assessor reported that a vacant 50-foot lot in Coeur d'Alene is now at \$52,000 compared to last year when it was estimated at \$25,000. He noted that the County received a notice from the State that they are not in compliance with county valuations and if the State comes in to do it they will assess properties at 100-110% of market value which would basically eliminate any of the headway from property tax relief legislation being proposed.

Troy noted that the State is not keeping up on the assessed valuations for which they are responsible but are holding the counties to the required standards or assessing valuations.

LEGISLATIVE ISSUES: Chairman Johnson reported that the County has been informed that the 911 \$1.00 fee cannot be used to pay for dispatchers. It is to be used for infrastructure. The only paid position is the person findings tower locations throughout a 911 district.

He reported that the Garvee bond is being held in the House Transportation Committee.

PARTNERSHIPS: Wendy Gabriel reported the following successful partnerships between the City and County: Both City and County Finance Directors did the Mayor's show; commercial garbage billing partnership; the County allowing the City's use of their grit pit; technology fiber linkage; and, the City's Legal Department working with County to go paperless. Commissioner Gus Johnson commended Dixie Reid for her work on the Citilink project. Chairman Johnson reported that the County Commissioners have expanded the joint city/county meeting idea and have met with almost all other cities in Kootenai County.

Chairman Johnson asked about having a waiver to the no alcoholic beverages in the City Parks. Since is it a city ordinance a waiver cannot be given unless the Council would consider amending the ordinance.

Woody thanked the County for the success of the EMS program.

ADJOURNMENT: Motion by Edinger, seconded by Hassell to recess to April 13, 2006 at 4:30 p.m. Motion carried.

The meeting recess at 8:45 a.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 06-026

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 S-1-05 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR RIVERSTONE WEST, LLC; AUTHORIZING THE TRANSFER OF PERMANENT RECORDS TO THE STATE ARCHIVES; APPROVAL OF A THREE-YEAR AGREEMENT RENEWAL WITH XO COMMUNICATIONS FOR CITYWIDE PHONE AND LONG DISTANCE SERVICES; APPROVAL OF A PERMIT AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY (USGS) FOR A SOLAR POWERED GAUGING STATION ON CITY PROPERTY BETWEEN THE WASTEWATER TREATMENT PLANT AND THE SPOKANE RIVER; **A.** APPROVAL OF AN AGREEMENT WITH SPERLE'S INVESTMENTS, INC. FOR THE OPEN TRENCH REPLACEMENT PROJECT, SCHEDULE "A"; **B.** APPROVAL OF AN AGREEMENT WITH BUDDY'S BACKHOE SERVICE, INC. FOR THE OPEN TRENCH REPLACEMENT PROJECT, SCHEDULE "B" AND APPROVAL OF THE DESTRUCTION OF POLICE DEPARTMENT RECORDS.

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

- 1) Approval of S-1-05 Final Plat Approval and Subdivision Improvement Agreement for Riverstone West, LLC;
- 2) Authorizing the transfer of permanent records to the State Archives;
- 3) Approval of a three-year Agreement Renewal with XO Communications for citywide phone and long distance services;
- 4) Approval of a Permit Agreement with the United States Geological Survey (USGS) for a solar powered gauging station on city property between the wastewater treatment plant and the Spokane River;
- 5) **A.** Approval of an Agreement with Sperle's Investments, Inc. for the Open Trench Replacement Project, Schedule "A"; and
B. Approval of an Agreement with Buddy's Backhoe Service, Inc. for the Open Trench Replacement Project, Schedule "B".
- 6) Approval of the Destruction of Police Department Records;

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 6" 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 18th 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 18, 2006
FROM: Christopher H. Bates, Project Manager
SUBJECT: **Riverstone West Subdivision, Final Plat Approval, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat of the Riverstone West subdivision, a seven (7) lot commercial development.
2. City Council approval of the Subdivision Improvement Agreement and Security for the outstanding subdivision improvements.

HISTORY

Applicant: John Stone
Riverstone West, LLC
104 S. Division Street
Spokane, WA 00202

Location: Riverstone Drive, west of Beebe Boulevard.

Previous Action:

1. January 2005, preliminary plat approval by the CdA Planning Commission.

FINANCIAL ANALYSIS

The applicant has installed security totaling \$538,710.00 to cover the outstanding cost of the uncompleted improvements (attached). The agreement has an April 2009 sunset date.

PERFORMANCE ANALYSIS

The developer is anticipating completing the required improvements by the summer of 2006 (with the exception of the traffic signal). The maximum three year time period is being utilized due to the triggering requirements for the signal installation (w/in 3 yrs of Phase 1 final plat, or, phase build out, whichever comes first). If the improvements are not completed, the City has the ability to attach the security and complete their installation. Also, since the sanitary sewer system is not complete and sewer is not available to the lots, no building permits will be available for issuance.

QUALITY OF LIFE ANALYSIS

Completion of this process will allow the developer to sell lots within the subdivision, however, no building permits will be available for issuance until the necessary infrastructure is installed.

DECISION POINT RECOMMENDATION

1. Approve the final plat of the Riverstone West subdivision.
2. Approve the subdivision improvement agreement and installed security.

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of April, 2006 between Riverstone West LLC, an Idaho limited liability company, with John M. Stone, as Member, and whose address is 104 S. Division Street, Spokane, WA 99202, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Riverstone West subdivision, a commercial development with six (6) lots, situated in a portion of the Northeast ¼ of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following improvements: sanitary sewer system installation, water meter installation, sidewalk installation, storm drain system preparation (grading & seeding), pavement markings, street signage, streetlights, retaining wall installation, lot corners, street centerline monumentation and intersection signalization as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 18th day of April 2009. Said improvements are more particularly described on the subdivision improvement plans entitled "Riverstone West Construction Plans", dated July 26, 2005, and stamped by Robert M. Tate, PE, # 6896, on file in the City Engineer's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of Five Hundred Thirty Eight Thousand Seven Hundred Ten and 00/100 Dollars (**\$538,710.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements.


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

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

CITY OF COEUR D'ALENE

RIVERSTONE WEST, LLC

Sandi Bloem, Mayor



John M. Stone, Member

ATTEST:

Susan K. Weathers, City Clerk

Gary Van Assen
Senior Vice President & Regional Manager

March 28, 2006

City of Coeur d'Alene
City Engineering Department
C/o Gordon Dobler
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Re: Riverstone West, LLC – “Set-aside”

We hereby authorize the City Engineering Department of the City of Coeur d'Alene, Idaho (Beneficiary) to draw on Washington Trust Bank for the account of Riverstone West, LLC, a Washington Limited Liability Company, whose address is 104 South Division Street, Spokane, Washington 99202-1562. Said draw shall not exceed United States funds in the amount of Five Hundred Thirty Eight Thousand Seven Hundred Ten and No/100 Dollars (U.S.\$538,710.00). This sum has been set-aside in Account #230857-11682 and made available upon receipt of your letter on the City of Coeur d'Alene's letterhead and accompanied by the following documents:


- 1) Beneficiary's signed statement certifying that Riverstone West, LLC has failed to comply with the terms and conditions of the Agreement to Perform Subdivision Work dated April 4, 2006 between Riverstone West, LLC and the City of Coeur d'Alene, and that the drawn amount represents monies due to the City of Coeur d'Alene.
- 2) Partial draws are permitted.

Requests for draws under this set-aside should be in writing outlining the specific terms and conditions that Riverstone West, LLC has failed to comply with and the dollar amount to be drawn. Request should be addressed to:

Gary Van Assen
Senior Vice President and Regional Manager
Washington Trust Bank
Income Property Department
P.O. Box 2127
Spokane, WA 99210-2127

The terms of this set-aside shall be duly honored on due presentation to Washington Trust Bank for the full term of the Agreement to Perform Subdivision Work dated April 4, 2006. A complete copy of this Agreement will be provided to the Bank upon final approval by the City of Coeur d'Alene. This set aside will be released only upon written authorization from the City of Coeur d'Alene. In the event of default by Riverstone West, LLC, the Bank will send written notification via certified and regular mail to the City of Coeur d'Alene, care of the City Clerk, at the above address at least thirty (30) days prior to the effective date of the cancellation of the line of credit.

Sincerely,


Gary Van Assen
Senior Vice President and Regional Manager
Income Property Department

cc: Riverstone West, LLC

Accepted by:

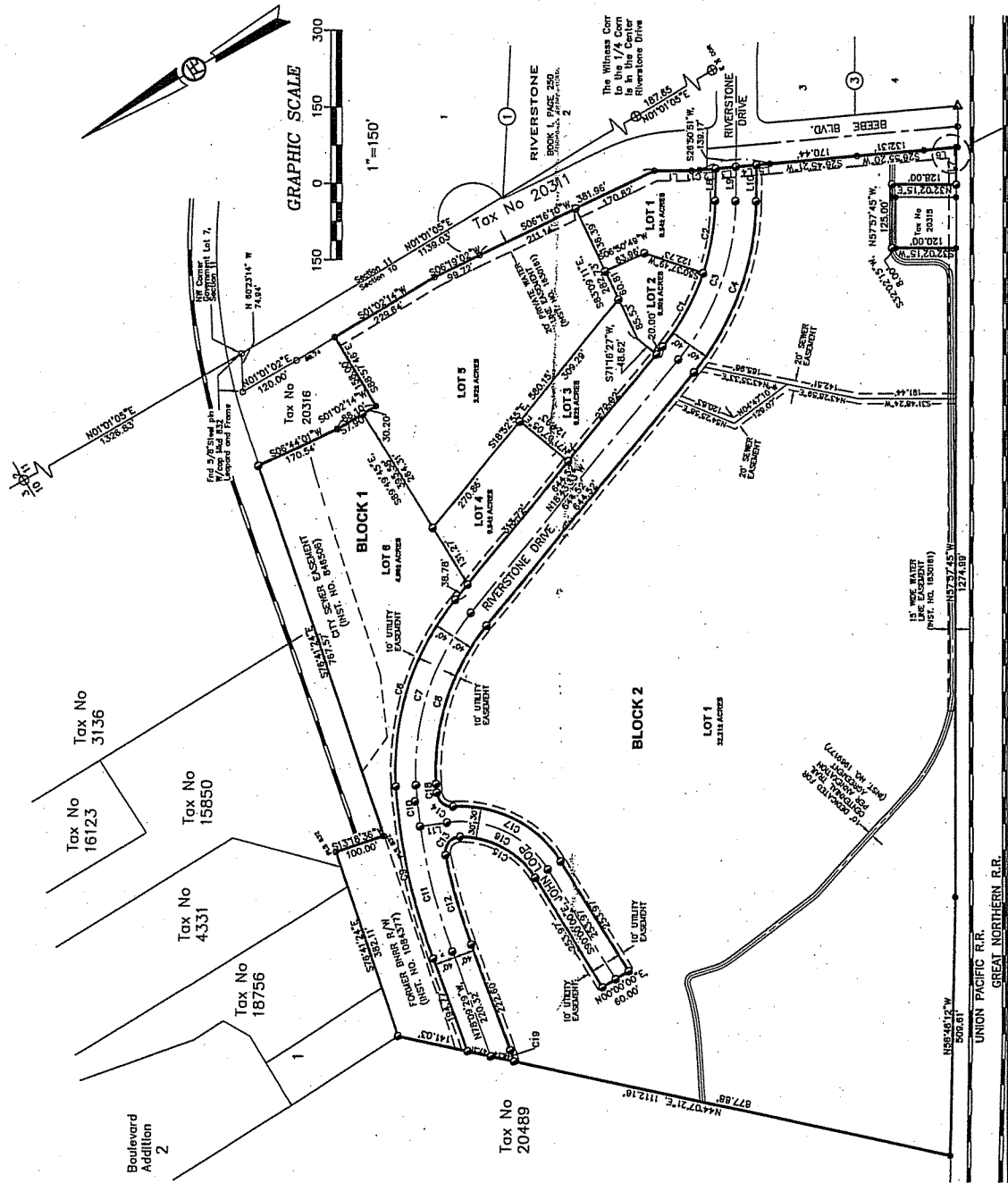
The City of Coeur d'Alene

By:

Name and Title

Date

PLAT OF RIVERSTONE WEST
 A PORTION OF THE NE 1/4, SEC. 10, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

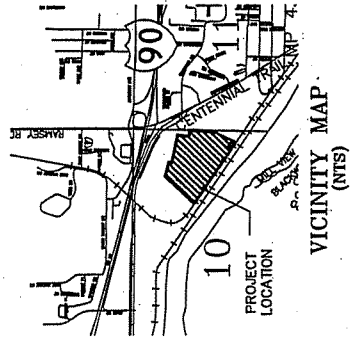


SURVEYS OF RECORD & PRIOR SURVEYS

- 1) RECORD OF SURVEY - BOOK 3, PAGE 323
- 2) RECORD OF SURVEY - BOOK 4, PAGE 212
- 3) PLAT OF BOULEVARD ADDITION - BOOK 7, PAGE 194
- 4) RECORD OF SURVEY - BOOK 16, PAGE 197
- 5) PLAT OF RIVERSTONE - BOOK 1, PAGE 250
- 6) RECORD OF SURVEY - BOOK 23, PAGE 12
- 7) ALTA/ACSM LAND TITLE SURVEY DATED JANUARY 27, 2005 BY ERNEST M. WARNER, PLS 4565

BASIS OF BEARING

BASIS OF BEARING IS NORTH 01°01'05" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, ACCORDING TO THE CITY OF COEUR D'ALENE STATE PLANE GRID MAP.



LEGEND

- ⊗ FND. ALUMINUM CAP
- FND. IRON PIPE
- FND. STEEL PIN, 5/8" W/ CAP MKD. PLS 4565 SET PRIOR SURVEY, EXCEPT AS NOTED
- FND. STEEL PIN, 1/2" DIAM., AS NOTED
- FND. STEEL PIN, 5/8" DIAM., MKD. HODDGE PLS 8575
- SET AN IRON ROD, 30 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 6374.

NOTES

1. ALL DISTANCES ARE IN U.S. FEET.

LINE	LENGTH	BEARING
L1	73.44	S27°03'25" W
L2	32.02	S26°50'51" W
L3	40.20	S26°50'51" W
L4	40.20	S26°50'51" W
L5	26.75	S26°50'51" W
L6	64.51	S26°41'56" W
L7	73.01	N57°57'45" W
L8	63.09	N57°57'45" W
L9	67.15	N57°57'45" W
L10	71.12	N57°57'45" W
L11	53.53	S23°38'57" W

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	165.74	460.00	70°13'35"	S70°02'52" E	164.84
C2	144.64	460.00	69°02'27"	S68°23'33" E	144.24
C3	337.58	500.00	38°41'04"	S38°04'05" E	331.21
C4	364.58	540.00	38°41'04"	S38°04'05" E	357.71
C5	15.85	586.82	1°37'53"	S27°05'14" W	15.85
C6	393.98	525.00	42°59'50"	N40°13'39" W	384.80
C7	363.96	485.00	42°59'50"	N40°13'39" W	355.46
C8	333.97	445.00	43°00'00"	N40°13'33" W	326.19
C9	347.23	415.00	43°00'00"	N40°13'33" W	345.92
C10	81.48	1114.00	4°11'29"	N83°49'14" W	81.46
C11	254.00	1114.00	13°03'49"	N72°26'51" W	253.45
C12	182.80	1074.00	9°45'08"	N74°07'07" W	182.58
C13	52.46	30.00	100°11'04"	N19°09'02" W	46.02
C14	46.52	30.00	89°36'39"	S72°34'00" W	42.26
C15	175.23	170.00	59°03'30"	N60°28'15" E	167.57
C16	249.84	200.00	69°21'03"	N59°49'28" E	218.88
C17	249.84	200.00	62°14'19"	N59°52'50" E	237.74
C18	16.92	1074.00	0°54'09"	N62°10'36" W	16.92
C19	22.89	260.00	4°59'58"	S75°39'28" E	22.89



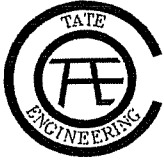
TATE ENGINEERING
 1103 N. 4TH STREET, COEUR D'ALENE, IDAHO, 83814
 (208) 676-8700 FAX: (208) 667-2128

PROJECT NO.: 04180 DATE: 11/19/05 SCALE: 1"=150'
 DRAWING: 04180P CHECKED: EMW DRAWN BY: DFS/SGW

Tate Engineering
 105 N. 4th Street, Ste 208
 Coeur d'Alene, Idaho 83814
 676-8708

OPINION OF PROBABLE COST					
DATE:		Revised 3-21-06		PROJECT 04.180	
PROJECT		Riverstone Phase 1 Bond			
CLIENT		Riverstone West LLC			
ITEM NO:	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Water Meter Installation	13	ea	\$900.00	\$11,700.00
2	Sidewalk Construction	3600	lf	\$9.00	\$32,400.00
3	Gia Area Grading and Seeding	7200	lf	\$2.00	\$14,400.00
4	Pavement Striping	1	ls	\$4,000.00	\$4,000.00
5	Install Street Signs	3	ea	\$400.00	\$1,200.00
6	Streetlights	12	ea	\$900.00	\$10,800.00
7	Retaining Wall	100	lf	\$150.00	\$15,000.00
8	Install Lot Corners	1	ls	\$1,200.00	\$1,200.00
9	Centerline Monuments	5	ea	\$300.00	\$1,500.00
	Sub-Total				\$92,200.00
	Sewer System Improvements				
	Trenching and Backfill	870	lf	\$8.00	\$6,960.00
	8" Gravity Sewer	870	lf	\$14.00	\$12,180.00
	Manholes	5	ea	\$2,400.00	\$12,000.00
	Sewer Services	3	ea	\$600.00	\$1,800.00
	Connect into Existing System	1	ls	\$3,000.00	\$3,000.00
	Sub-Total				\$35,940.00
SUB-TOTAL					\$128,140.00
					<i>x 50%</i>
Total Bond Amount					\$192,210.00

192,210.- OTHER
 346,500.- signed
 \$538,710.- TOTAL Bond Amount due



Construction Cost Estimate

for

Lakewood / Seltice Intersection Signalization

Prepared by: Carey E. Hagen, PE

Date: 3/23/06

Item No.	Item Description	Unit	QTY	Unit price material	Unit price Labor	Sub Total
1	Type P Cabinet w/ Controller	LS	1			
2	Five Camera Video Detection	LS	1			
3	2 Channel Phase Selector	LS	1			
4	Single Channel Detectors	LS	1			
5	3-Section vehicle signals	LS	1			
6	5-Section vehicle signals	LS	1			
7	Pedestrian Signals	LS	1			
8	Pedestrian Pushbuttons	LS	1			
9	Lane Control Brac	LS	1			
10	Street Name Sign Brac	LS	1			
11	Class 2-4020-40 Signal Standard Galv.	LS	1			
12	Pedestrian Signal Pole Galv	LS	1			
	Total Material Cost	LS	1	\$147,000.00		\$147,000.00
13	Opticom System (installed)	EA	1	\$6,000.00		\$6,000.00
14	Installation + misc items	EA	1		\$78,000.00	\$78,000.00
	Grand Total					\$231,000.00
					+ 50%	115,500.-
					bond Cox. for signal	324,500.-

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 10, 2006

FROM: Susan Weathers, City Clerk

RE: Transfer for public records to the State Archives

DECISION POINT: Would the City Council approve sending certain permanent city records to the State Archives for safe keeping?

HISTORY: Cities have long had the opportunity of utilizing the State Archives to safely store permanent City records at no direct cost to the City. As part of the State Archives services, they travel throughout the State on a quarterly basis to pick up any records that cities or counties would like to have stored in their vaults in Boise. Their next trip through will be on May 2, 2006. In order to take advantage of this service, the City is requesting a resolution authorizing the transfer of the following permanent records to the State Archives:

Public Works Committee Agenda/Packets/Minutes from January 1999 to
December 2001 and from January 2002 to December 2004.

FINANCIAL ANALYSIS: There is no cost to the City for sending permanent records to the State Archives.

PERFORMANCE ANALYSIS: By taking advantage of the State Archives for storing permanent records that are no longer actively used, it would free up valuable storage space. Additionally, since the new State laws have been enacted, permanent records can no longer be destroyed even though the above-noted records have been scanned into our electronic document storage system. Due to this regulation, it would be more economical and efficient for the City to increase their utilization of the State Archives to store permanent records that are no longer actively used or that have been scanned into city's data base.

DECISION POINT/RECOMMENDATION: The City Clerk recommends the City Council adopt a resolution authorizing the transfer of permanent records to the State Archives as listed.

SUBMIT COMPLETED TRANSFER FORM TO:

1. Page 1 of 1

STATE ARCHIVES, Idaho State Historical Society, 2205 East Old Penitentiary Road, Boise, Idaho 83712-8250

(208) 334-2620 (phone)

(208) 334-2626 (fax)

swalker@ishs.state.id.us (e-mail)

http://idahohistory.net/SHRAB.html (web site)

TRANSFER OF RECORDS TO STATE ARCHIVES

2. STATE AGENCY/LOCAL GOVERNMENT NAME City Of Coeur D'Alene		3. ARCHIVES CODE (State Archives Use Only)		Please Type or Print Please attach sheets containing additional information about the folder contents of each box. Please list sequential box number, folder number and/or title, inclusive date span. Transfer only inactive records that have a permanent retention and are not of the current year.	STATE ARCHIVES USE ONLY	
OFFICE/DEPARTMENT NAME & ADDRESS (please include building, street address, city zip code) Municipal Services 710 Mullan Avenue Coeur d'Alene, ID 83814		4. RESTRICTIONS			BOX COUNT	DATE RECEIVED
5. VOLUME / BOX NUMBER VOLUME IN CUBIC FEET SEQUENTIAL NUMBER		6. DESCRIPTION OF RECORDS SERIES (Type of records in each box)		7. RECORDS ID NO. State Archives Use Only	8. INCLUSIVE YEAR DATES FROM TO	
	5	Public Works Agendas/Packets & Minutes			1/99	12/01
	6	Public Works Agendas/Packets & Minutes			1/02	12/04
10. TRANSFER DATE		11. NAME (Please Print) & SIGNATURE OF PERSON RELEASING RECORD name <u>ALISON PALMER</u> <u>DEPUTY CITY CLERK</u> signature <u>Alison Palmer</u>		12. DEPARTMENT CONTACT NAME (PRINT) <u>MUNICIPAL SERVICES</u>		SHELVED BY
13. TELEPHONE NUMBER <u>208-769-2287</u>		14. EMAIL ADDRESS <u>alisan@cdaid.org</u>		How many additional archival boxes are needed??		DATE



STATE of IDAHO
BOARD of EDUCATION

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: April 10, 2006
From: Howard Gould, Building Maintenance Supervisor
SUBJECT: **XO COMMUNICATIONS AGREEMENT RENEWAL** *(Council Action Required)*

DECISION POINT:

Recommend to City Council to approve the renewal of a three-year agreement with XO Communications for citywide phone and long distance services.

HISTORY:

Our current three-year agreement with XO Communications for the city's phone and long distance services expires on March 19, 2006.

FINANCIAL ANALYSIS:

The cost per month under the existing agreement is \$2,150.80. The monthly cost under the new agreement will be \$1,947.29 and will also include an extra 7500 long distance minutes. At a savings of \$203.51 per month, we will realize an annual savings of \$2,442.12 over the next three years.

PERFORMANCE ANALYSIS:

Our relationship with XO has been very positive over the last three years. Terry Martin of Northwest Telecom Associates, has been working as a sales representative for XO for several years. She helped to develop our first agreement with XO three years ago and recently negotiated a new three year contract between the city and XO with some added benefits and cost savings. She has been a valuable asset in our working relationship with XO and is always striving to improve the working relationship between XO and the city.

DECISION POINT/RECOMMENDATION:

Recommend to City Council to approve the renewal of a three-year agreement with XO Communications for citywide phone and long distance services with an estimated annual savings of \$2,442.12.

XO Service Order Agreement attached.

c. *Doug Eastwood
Warren Wilson*



XO Service Order Agreement

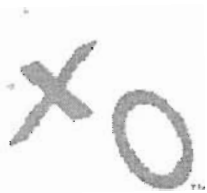
Date March 31, 2006 XO Contract # _____
 Sales Rep Northwest Telecom Associates, I Sales Rep Phone Number 208-929-0644
Terry Martin / U0507

CUSTOMER INFORMATION / SERVICE SITE		Tax ID#:	<u>existing customer</u>
Customer Business Name:	<u>City of Coeur d'Alene</u>	Main Ph:	<u>208-769-2100</u>
Parent Company Name:	_____	Main Fa:	<u>208-769-2383</u>
Address:	<u>710 E Mullan Ave</u>	City:	<u>Coeur d'Alene</u>
Address:	_____	State:	<u>ID</u> <u>Zip: 83814</u>

Additional Information

Note: New XO LD BUSINESS PACKAGE

Contract Renewal Three Year Term Promo:
 12th, 24th and 36th Month MRC Free



LOCAL & LONG DISTANCE COMMERCIAL ORDER REQUEST

LETTER OF AGENCY

I wish to select XO as my provider for the following Telecommunications Services:

Please check if applicable:

X I would like to change my Local Exchange Carrier to XO as defined in the table below.

X I would like to change my IntraLATA Carrier to XO as defined in the table below.

X I would like to change my InterLATA Carrier to XO as defined in the table below.

NOTICE REGARDING BILLING AND USAGE-RELATED INFORMATION

In the course of providing service to you, we will possess certain billing and usage-related information about the quantity, type and destination of telecommunications services

you use. You have a right, and we have a duty, to protect the confidentiality of this information. This information may be useful to tailor our products and services to your

needs and to enhance our ability to meet all of your telecommunications needs. By checking the authorization box on this document, we will use your billing and usage-related

information to offer you other XO (or its affiliates) products or services that may satisfy your needs and to respond to your concerns if you have become dissatisfied or cancel

any of our services. Of course your decision will not harm the quality of service provided, and we will honor your choice until you expressly tell us otherwise.

I authorize XO, its affiliates, or its agents, to use billing and usage information related to my account to see if I would benefit from other telecommunications

services offered by XO, its affiliates, or its agents, and market them to me.

Company Name: City of Coeur d'Alene

Service Address: 710 E. Mullan Ave

City/State/Zip: Coeur d'Alene, ID 83814

Customer Signature: X

Customer (Printed Name): _____

Title: _____

Date Signed: _____



My signature on this form authorizes XO to act as my agent for the purpose of ordering, changing and/or maintaining communication services, including but not limited to

local exchange, intraLATA and/or interLATA telephone services. XO is also authorized to obtain billing information, customer service records and other network

information required to provide my telephone service. I understand that I may consult with my new service provider as to whether a fee will apply to change my preferred

carrier. I understand that I may designate only one primary interexchange carrier for any one telephone number for interLATA and where applicable intraLATA usage.

Selection of XO will apply to the telephone number(s) listed on this form.

THIS AUTHORIZATION REVOKES ANY PREVIOUS AUTHORIZATIONS REGARDING MY LOCAL, INTRALATA AND/OR INTERLATA

TELEPHONE SERVICE AND SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING.

Sales Rep Name: Terry Martin ***Sales Office:*** Northwest Telecom Associates, Inc

Sales Rep Telephone: 208-929-0644 ***Sales Rep Fax:*** 208-773-7231

LETTER OF AGENCY TABLE

Telephone Number	Local Carrier	IntraLata (Local Toll)	InterLata (LD)
() -			

Date: _____
Customer Signature: _____
Company Name: _____

XO SERVICES TERMS AND CONDITIONS

A. SERVICE OFFERING. You agree you are contracting for the services ("Services") referenced on the XO Service Order Agreement ("SOA") with XO Communications, Inc., on behalf of its operating subsidiaries and controlled affiliates (such subsidiaries and affiliates hereinafter collectively referred to as "XO"). This Agreement (as defined below) between you ("you" may also be referred to as "Customer") and XO sets forth the legal rights and obligations governing the XO offer, provisioning, and delivery of Services to you and your use of the Services. This Agreement consists of the SOA, including the following terms and conditions, the Product Ts and Cs (as defined in Section D below), the general Service terms and conditions (collectively, the "Additional Terms"), both set forth at (www.terms.xo.com) and any Schedules, Addendums, Appendices, and Exhibits attached hereto (collectively, and as applicable, the "Terms and Conditions"), and applicable tariffs (collectively, the "Agreement"). Some Services offered by XO under this Agreement are offered pursuant to applicable tariffs, which are filed with applicable regulatory agencies ("Tariffed Services"), as well as the Terms and Conditions. All applicable tariffs are fully incorporated herein. For Tariffed Services, in the event of a conflict between the Terms and Conditions and a tariff, the tariff shall control to the extent of any inconsistency. Upon cancellation of any tariff, the Terms and Conditions shall control. The terms and conditions set forth herein summarize in most respects the Additional Terms. In the event of any inconsistency between the terms contained herein and the Additional Terms, and only to the extent of the inconsistency, the Additional Terms shall control.

B. TERM. The initial Service term shall be as set forth on the SOA ("Initial Term") and shall begin on the Start of Service Date (as defined below). If no Initial Term is set forth, the term of this Agreement is one year. Upon expiration of the Initial Term, unless terminated in accordance with this provision, this Agreement will automatically renew for a similar term and at the same rates (unless otherwise stated in any notice provided by XO) pursuant to the Terms and Conditions, including the applicable tariff(s) (collectively, the Initial Term and any applicable renewal term shall be referred to herein as the "Term"). Unless XO has already provided notice of its intent to terminate this Agreement, XO will inform Customer, in writing, prior to the expiration of the Initial Term or applicable renewal term that if no action is taken by Customer prior to expiration of the Term, this Agreement will automatically renew as set forth above. If Customer wishes to terminate a Service or Circuit(s) for any reason, or not to renew such Service or Circuit(s), Customer shall provide XO with written notice ("Termination Notice") addressed to XO at such location as XO shall specify from time to time. Such Termination Notice must specify all necessary identifying details about the Service or Circuit being terminated (e.g., Circuit Identification number, the A and Z locations of such Circuit) and the requested effective date of such termination (which date must not be less than thirty (30) days from the date notice is received by XO). Termination of Service/Circuit(s) by any form of communications or means other than as provided above shall not be effective and Customer shall remain obligated to XO for all Services/Circuit(s) rendered. For the avoidance of doubt, if Customer elects to take Service for a minimum term or minimum commitment and cancels Service before the end of the Term, Customer shall be subject to early termination charges, as further detailed in the applicable Terms and Conditions.

C. RATES. The rates for Services shall be set forth in the SOA and shall be valid for the Initial Term subject to the applicable Terms and Conditions. Rates for international Services are subject to change on five (5) days notice from XO, and new rates are automatically effective on the 6th day from the date of such notice. Customer acknowledges international long distance wireless terminations are billed at higher rates, as further set forth in the Additional Terms. Rates do not include taxes, surcharges and fees charged by XO, including but not limited to the Subscriber Line Charge and Long Distance Access Charges.

D. SUPPLEMENTAL PRODUCT TERMS AND CONDITIONS. The supplemental product terms and conditions applicable to certain XO products are listed at (www.terms.xo.com) (the "Product Ts and Cs"). Only the Product Ts and Cs for Services ordered or used by you are applicable.

E. ACCEPTABLE USE POLICY. Customer agrees to be bound by the XO Acceptable Use Policy ("AUP") found at (www.xo.com/tools/legal.html).

F. RIGHT TO MAKE SERVICE CHANGES. XO retains the right to change, increase or decrease from time to time, in its discretion and without liability to Customer, the methods, processes and/or the suppliers by which XO provides Services to Customer, as well as the right to change, add to or delete Service or Service offerings with appropriate notice to Customer.

G. PAYMENT. Customer shall pay XO for Services by check sent to the address provided for herein or on the invoice, by wire transfer sent in

accordance with applicable instructions provided by XO, or by such other method as approved by XO. Invoices are due upon receipt, which is presumed within three (3) days after the invoice is mailed. Customer agrees to pay the applicable set-up, installation and disconnect fees. Installation and disconnect fees are non-refundable. Regular billing for the Services will begin on the Start of Service Date (as defined below). Monthly recurring charges are billed in advance while usage and related charges are billed in arrears. Customer agrees that any additional Services requested, whether verbally or in writing, (including but not limited to an upgrade or relocation of Customer's circuit(s)) will incur additional fees and charges, and Customer agrees to pay these fees and charges when invoiced. Invoices not paid within thirty (30) days after date of invoice, will be past due and subject to a 1.5% per month interest fee or the maximum rate permitted by law, whichever is less, on all past-due balances. Customer authorizes XO to request information from a reporting agency to enable XO to assess Customer's credit history, that such action is not the extension of "credit" to Customer, and that XO may alter any Service or billing arrangements as a result, upon notice to Customer. In addition, Customer acknowledges that XO may require Customer to submit upon demand a deposit, bond or other financial assurances to XO if so requested as a condition of initial or continued Service, or Service may be suspended or terminated.

H. COMMUNICATION FACILITIES. In the event XO is required to construct and/or acquire communication facilities in order to provide Service to Customer, Customer acknowledges and agrees that XO will incur significant costs in provisioning Service to Customer, including costs associated with constructing and/or acquiring the communications facilities necessary for delivery of Services to Customer. In addition to any other rights and remedies XO may have, Customer agrees that if Customer cancels, terminates or breaches this Agreement after execution but prior to the Start of Service Date, Customer will be required to reimburse XO for all costs XO incurs in constructing and/or acquiring such communications facilities. Customer further agrees that if XO constructs or is constructing facilities in order to provide Services to Customer or Customer receives an individual case basis transaction (non-standard pricing, terms or products), Customer shall not be eligible for the Satisfaction Guarantee set forth at (www.xo.com/care/xoguarantee.pdf).

I. START OF SERVICE DATE. The "Start of Service Date" for a Service shall be the later of (i) the date requested by Customer for in-service as indicated on the Service Order, (ii) the date XO notifies Customer that the Service is installed or connected, successfully tested and available for Customer use, or (iii) the date after Service testing and acceptance has been completed per the Terms and Conditions where applicable, regardless of whether or not Customer uses the Service. Notwithstanding the above, the Start of Service Date shall never be later than the date Customer begins to use the Service. Billing will begin on the Start of Service Date. The parties may mutually agree in writing upon a substitute Start of Service Date. If Customer notifies XO in writing that it is not prepared to utilize the Services or facility after XO has notified the Customer that the requested Service or facility is ready for use, XO may nonetheless begin billing the Customer on the Start of Service Date. XO may bill Customer for any costs it has incurred in provisioning the Services. Customer agrees to cooperate with XO to accomplish Service activation by providing reasonable access to Customer's premises and facilitating testing and Service delivery requirements and Customer agrees XO shall have reasonable access to Customer's premises to repair, maintain or retrieve XO equipment. **XO shall not be liable for any damages whatsoever resulting from delays in meeting Service delivery dates requested or specified by Customer, or inability to provide Services. Customer may not cancel this Agreement if there is a delay in installation related to the Services unless such delay is solely due to XO and such delay is longer than ninety (90) days beyond the parties agreed Start of Service Date; provided, however, in no event may Customer cancel if XO has agreed to construct or is constructing Communication Facilities to provide Service to Customer.**

J. DEFAULT/TERMINATION. Except as otherwise required by law or applicable regulation, if, after the Start of Service Date, Customer: (a) fails to pay any amount required under this Agreement or any other agreement with XO when due and such failure continues for ten (10) days, or such other cure period as may be specified in the applicable Exhibit, after written notice to Customer that the same is due and payable; (b) fails to comply with any other material provision of this Agreement and such noncompliance continues for thirty (30) days after written notice to Customer thereof; or (c) Customer cancels or terminates Service, including any part of an integrated Service offering (except related to an international Service rate change pursuant to Section C, and as further set forth in the Additional Terms), at any time before

XO SERVICES TERMS AND CONDITIONS

completion of the Initial Term or any renewal Term, then XO may elect to pursue one or more of the following courses of action, as applicable: (i) terminate in whole or in part Customer's Service, whereupon all charges for the remaining Term are immediately due and payable for the terminated Services, and, for usage-based Service only, Customer shall pay an additional early termination charge that shall be equal to 75% of Customer's average monthly usage (for long distance and local voice Services usage, as applicable) for the three (3) months prior to the termination month (or such lesser period if fewer than three (3) months of Service were utilized), times the number of months remaining in the Term of the Agreement, (provided, however, that in the event Customer has made an annual or other revenue commitment, the shortfall of that commitment over the remaining Term shall be the measure of the early termination charge); (ii) take immediate appropriate action to enforce payment, including suspension or discontinuance of all or any part of the Services; and/or (iii) pursue any other remedies as may be provided at law or in equity. In addition to any other rights and remedies XO may have, including those set forth in Section H, Customer agrees that if Customer cancels, terminates or breaches this Agreement after execution of the Agreement but prior to the Start of Service Date, except as termination is permitted in Section I, Customer shall pay XO an early termination charge of two (2) months of the anticipated monthly recurring charges or commitment level, along with all nonrecurring charges. Any action outlined herein by XO shall not be construed as an exclusive remedy and shall not waive any XO right to pursue any other remedies. It is agreed that XO damages in the event of Service cancellation or termination shall be difficult or impossible to ascertain. Early termination charges are intended to establish liquidated damages and are not intended as a penalty.

K. DISCLAIMER OF WARRANTIES. XO MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, SYSTEM EQUIPMENT OR XO OWNED OR PROVIDED EQUIPMENT USED BY THE CUSTOMER, INCLUDING ANY EQUIPMENT WITH RESPECT TO WHICH TITLE MAY TRANSFER TO CUSTOMER (EXCEPT TO THE EXTENT SET FORTH IN A SEPARATE XO SALE TRANSFER DOCUMENT). THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. ADDITIONAL WARRANTY LIMITATIONS RELATED TO SPECIFIC PRODUCTS MAY BE FOUND AT (WWW.TERMS.XO.COM).

L. LIMITATION OF LIABILITY. 1. WITH RESPECT TO CLAIMS OR SUITS BY CUSTOMER, OR ANY OTHERS, FOR DAMAGES RELATING TO OR ARISING OUT OF ACTS OR OMISSIONS UNDER THIS AGREEMENT AND/OR SERVICES PROVIDED HEREUNDER, XO'S LIABILITY FOR SERVICE INTERRUPTIONS OR SERVICE PROBLEMS, IF ANY, SHALL BE LIMITED TO CREDIT ALLOWANCES AS EXPRESSLY PROVIDED IN APPLICABLE TARIFFS OR AS OTHERWISE SET FORTH IN THE TERMS AND CONDITIONS FOUND AT WWW.TERMS.XO.COM.

2. XO SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM: (A) THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, USE OR MISUSE OF AN ACCOUNT, EQUIPMENT, OR SERVICE; (B) ANY ACT OR OMISSION OF CUSTOMER, OR ITS END-USERS OR AGENTS, OR ANY OTHER ENTITY FURNISHING EQUIPMENT, PRODUCTS OR SERVICES TO CUSTOMER; OR (C) ANY PERSONAL OR PROPERTY DAMAGES DUE TO THE LOSS OF STORED, TRANSMITTED OR RECORDED DATA RESULTING FROM THE SERVICE OR THE EQUIPMENT, EVEN IF XO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ONLY EXCEPTION SHALL BE TO THE EXTENT PROPERTY DAMAGE TO CUSTOMER'S PREMISES IS CAUSED DUE TO XO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED, HOWEVER, IN NO EVENT SHALL XO LIABILITY FOR DIRECT DAMAGES BE GREATER THAN THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO XO DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED.

3. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT

FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF DATA, GOODWILL OR PROFITS, SAVINGS OR REVENUE, OR HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE WHATSOEVER.

M. COMPLETE AGREEMENT/ADDITIONAL TERMS. This Agreement, incorporating all the items referenced herein, represents the complete agreement of the parties, and supersedes all other agreements whether written or oral. This Agreement may be modified only by written agreement executed by authorized parties, changes to the URL sites referenced, changes to tariffs or as otherwise specifically provided herein. Neither Electronic Mail nor Instant Messaging ("IM") shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. Any modification to the Agreement not signed by XO shall render the Agreement null and void and subject to immediate termination. This Agreement shall be governed by the substantive law of the Commonwealth of Virginia without reference to its principles of conflicts of laws, and Customer consents to the jurisdiction and venue of the Federal District Court for the Eastern District of Virginia or the State courts in Fairfax County, Virginia.

THE ADDITIONAL TERMS, AUP AND TARIFFS MAY BE MODIFIED FROM TIME TO TIME AT XO DISCRETION OR AS REQUIRED BY APPLICABLE LAW. YOU AGREE TO REVIEW SUCH CHANGED ITEMS FROM TIME TO TIME AND BE BOUND BY SUCH CHANGES, AS THEY PERTAIN TO THE PARTICULAR SERVICES YOU CHOOSE NOW OR MAY CHOOSE IN THE FUTURE. UNLESS SUBJECT TO TARIFFS OR THE TERMS AND CONDITIONS POSTED AT (WWW.TERMS.XO.COM), XO MAY NOT UNILATERALLY CHANGE THE RATES, FEES OR CHARGES SET FORTH HEREIN WITHOUT CUSTOMER CONSENT. IF CUSTOMER DETERMINES CHANGES TO THE ADDITIONAL TERMS, AUP AND TARIFFS WILL MATERIALLY AND DETRIMENTALLY AFFECT CUSTOMER'S SERVICE OR RIGHTS AND ARE NOT MANDATED BY LAW OR REGULATION, CUSTOMER MAY PROVIDE XO WRITTEN NOTICE OF OBJECTION. CUSTOMER MUST INCLUDE A DETAILED DESCRIPTION OUTLINING HOW THE CHANGE ADVERSELY AFFECTS CUSTOMER'S SERVICE(S). XO WILL REVIEW SUCH NOTIFICATION AND IF THE PARTIES CANNOT COME TO AN AGREEMENT WITHIN THIRTY (30) DAYS, CUSTOMER MAY TERMINATE SUCH SERVICE(S) WITHOUT INCURRING CHARGES FOR EARLY TERMINATION PROVIDED THAT CUSTOMER'S ACCOUNT IS CURRENT (I.E., NO BALANCE OLDER THAN THIRTY (30) DAYS). IN ANY CASE, THE CHANGES SHALL NOT DIMINISH ANY APPLICABLE SERVICE LEVEL AGREEMENTS ENTERED INTO AT THE START OF SERVICE DATE. YOU HEREBY CONSENT TO THE INCORPORATION OF APPLICABLE TARIFFS AND THE ADDITIONAL TERMS, INCLUDING, WITHOUT LIMITATION, THE DISPUTE RESOLUTION PROVISIONS, POSTED AT (WWW.TERMS.XO.COM) AND THE AUP. YOU AGREE THAT ACCEPTANCE OF THIS AGREEMENT CONSTITUTES CONSENT TO THE USE OF ELECTRONIC RECORDS. YOU MAY REQUEST HARD COPIES OF PART OR ALL OF THE TERMS AT ANY TIME BY CALLING 1-888-699-6398. THE OFFERING AND PROVISIONING OF SERVICES IS SUBJECT TO ANY REQUIRED INTERNAL XO APPROVALS AND ANY REGULATORY COMMISSION REVIEW, APPROVAL AND REQUIREMENTS. IF YOU USE THE SERVICES, YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE AUP, AND THE APPLICABLE TARIFFS.

**Public Works Committee
Staff Report**

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt. *HSF*
Date: April 10, 2006
Subj: Agreement for gauging station with the USGS

DECISION POINT:

To have the council authorize a permit agreement with the USGS for a solar powered gauging station on city property between the wastewater treatment plant and the Spokane River.

HISTORY:

We have always felt there was a need for a gauging station on the upper reach of the Spokane River. If the river loses flow to the aquifer in Idaho, such a station couple with the one at Post Falls would measure that loss. Higher measured flows in the upper reach benefits the city's discharge permit as some limits are calculated based on river flow.

Recently, the technology has been developed for very accurate flow measurements. The USGS has recently approached us to install a solar-powered gauge that will constantly communicate its findings to a satellite.

FINANCIAL ANALYSIS:

There is no cost to the city. The USGS has been funded for this gauge.

PERFORMANCE ANALYSIS:

This gauge will provide valuable data that may be of benefit to the city. The gauge will be sited out of the way and will have no impact to the city. Attached are the following; 1) permit agreement, 2) location sketch, 3) technical info, 4) map.

DECISION POINT:

To have the council authorize a permit agreement with the USGS for a solar powered gauging station on city property between the wastewater treatment plant and the Spokane River.

LIMITED USE PERMIT FOR STREAMFLOW MEASURING STATION STRUCTURE

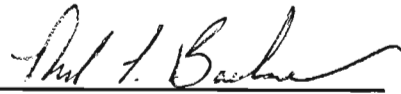
12417598 Spokane River at Coeur d'Alene Lake outlet at Coeur d'Alene, ID

For and in consideration of the public service to be undertaken by the United State Geological Survey in obtaining a continuous record of water level and streamflow for planning purposes, for study of flood characteristics and/or utilization of the water resources of the State of Idaho, and for and in consideration of the benefit to be obtained thereby the undersigned, permission is hereby granted to the United State Government to enter on the following described real estate, for purpose of constructing and operating the structure(s) noted, to wit:

A streamflow gaging station consisting of a 4 ft. high x 3 ft. wide and 1 ft. deep nema box enclosure attached to two pressure treated and anchored posts. A 1-1/2 in. diameter PVC pipe will be installed to run from the gaging station to the stream where it will join a galvanized pipe to rest in the streambed. The PVC pipe will be buried in the ground. The location of the gaging station is "That portion of Government Lot 8, Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County Idaho, lying west of the parcel described in the Deed to the City of Coeur d'Alene recorded October 31, 1938, in Book 110 of Deeds at Page 159, records of Kootenai County, Idaho."

Provided that the undersigned landowner does not assume any liability for injury or damage to any person or property incident to or that may arise during or in consequence of the use, occupancy, and enjoyment by the United State Government of the lands affected hereby in accordance with this permit, or by reason of the construction of, presence of, maintenance of, removal of, or failure to properly and safely construct, maintain and use the said structure or any part thereof. This agreement shall become effective on the day and year referenced below and shall continue in full force and effect until terminated by either the U.S. Geological Survey or landowner at any time on 30 days written notice.

Permittee – U.S. Geological Survey

Signed: 

Landowner – City of Coeur d'Alene

Signed: _____

Address: 710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Date: _____

12417598

Spokane River at Cd'A. Lake outlet
at Cd'A., ID

Re: Resolution No. 06-026

EXHIBIT "4"

4
APPROX. N.

ACCESS GATE

RETAINING WALL

Shelter

Inst. Shelter

L. = 36"
W. = 12"
H. = 48"

Flow

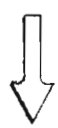
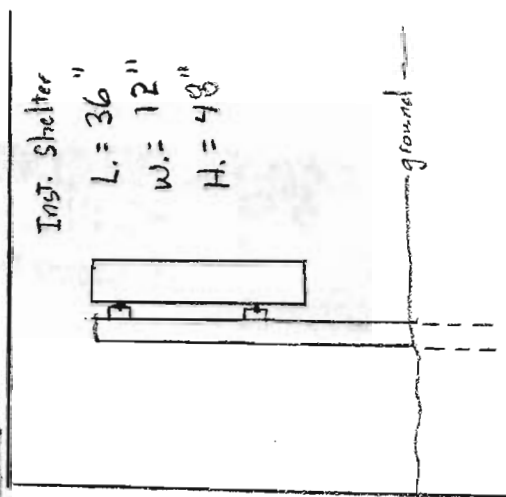
OO
piling

ground



~35'

~100'





Back to New Pr

Acoustic Doppler Solutions

- Corporate Overview
- Applications
- Products

WATER RESOURCES:

- ChannelMaster H-ADCP
- StreamPro ADCP
- Workhorse Rio Grande ADCP

MARINE MEASUREMENTS:

- Workhorse Horizontal ADCP (H-ADCP)
- Workhorse 300 kHz Long Range Horizontal ADCP (H-ADCP)
- Workhorse Monitor ADCP
- Workhorse Sentinel ADCP
- Workhorse Mariner ADCP
- Workhorse QuarterMaster ADCP
- Workhorse Long Ranger ADCP
- Ocean Surveyor ADCP
- Ocean Observer ADCP
- ADCP Waves Array
- NEMO Data Processing Module

NAVIGATION:

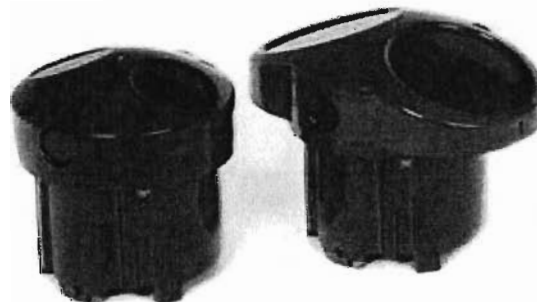
- Workhorse Navigator DVL

SOFTWARE/ OPTIONS:

- ADCP Post-Processing Software
- ADCP Options/ Accessories

Re: Resolution No. 06-026

NEW ChannelMaster H-ADCP



Want to learn more?
Teledyne RDI is offering online courses on this product.
>>Learn more.

High performance value priced Horizontal Acoustic Doppler Current Profiler

The compact, flexible, and affordable ChannelMaster horizontally oriented ADCP will allow you to collect high accuracy data -- at a price that will fit your budget.

Learn more about ChannelMaster...

VERSATILITY

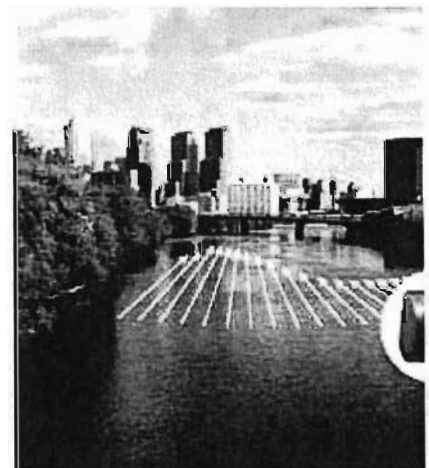
ChannelMaster allows you to monitor a wide array of waterways. Whether you're collecting data in a low flow or more complex environment, ChannelMaster is the only tool you'll need. Select from 1 to 128 cells of data with cells sized from 25 cm to 10 m, allowing you to profile from 1 to 300 meters.

VALUE

The ChannelMaster's innovative new design includes everything you need to collect high quality data, without costly options. Our standard unit comes equipped with an SDI-12 interface, temperature, pressure, pitch and roll, and a vertical beam -- all of which are generally considered to be upgrades.

ACCURACY

With ChannelMaster, you'll collect accurate data across the entire profile in seconds rather than minutes and do so with very low power consumption. With Teledyne RDI's other ADCP products, Broadband technology is the



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EASE OF OPERATION

ChannelMaster provides you with an intuitive view of the data, making instrument configuration and data collection incredibly straight forward.

REST ASSURED

Every Teledyne RDI ADCP is backed by our extensive experience and unparalleled customer service and support, which now includes 24 hour telephone support.

ChannelMaster Applications:

The ChannelMaster's accuracy and versatility are ideally suited for:

- **Streams and Rivers -**
Obtain high accuracy velocity data for use in computing discharge unit includes an accurate acoustic level sensor and pressure sensor determine stage as well.
- **Open Channels -**
Obtain accurate velocity data for pacing water quality samplers.
- **Estuaries -**
Measure the complex currents for environmental monitoring or circulation model calibrations.
- **Discover how this product can be used for port & harbor applications** >>click here

ChannelMaster Datasheet: >>Download ChannelMaster H-ADCP Data

Live ChannelMaster data: >>View live USGS Channelmaster data

ChannelMaster Power Point Presentations:

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[Download >>ChannelMaster Features](#)

Application Notes (PDFs):

[Download >>ChannelMaster Application Note: Irish Bayou](#)
[Download >>StreamPro and ChannelMaster Application Note: Index-Vel Rating Development for Rapidly Changing Flows in an Irrigation Canal U Broadband StreamPro ADCP and ChannelMaster Horizontal ADCP](#)
[Download >>ChannelMaster Application Note: Measurements of Extreme Flows Using Broadband ChannelMaster Horizontal ADCP in Waiqin River, Nanjing, China](#)
[Download >>ChannelMaster H-ADCP Application Note: ChannelMaster 1 kHz Horizontal ADCP Discharge Measurements at Check 13 on the Impe Irrigation District West Highline Canal](#)

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47° 40' 56"N, 116° 47' 51"W (WGS84)
USGS **Coeur D'Alene** Quad

View *TopoZone Pro* aerial photos, shaded relief, street maps, interact

USGS Topo Maps

- 1:24K/25K Series
- 1:100K Series
- 1:250K Series

Map Size

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- Medium
- Large

View Scale

1 : 50,000

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Coordinate Format

D/M/S

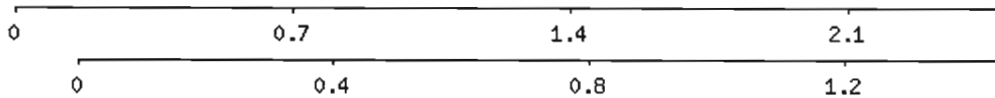
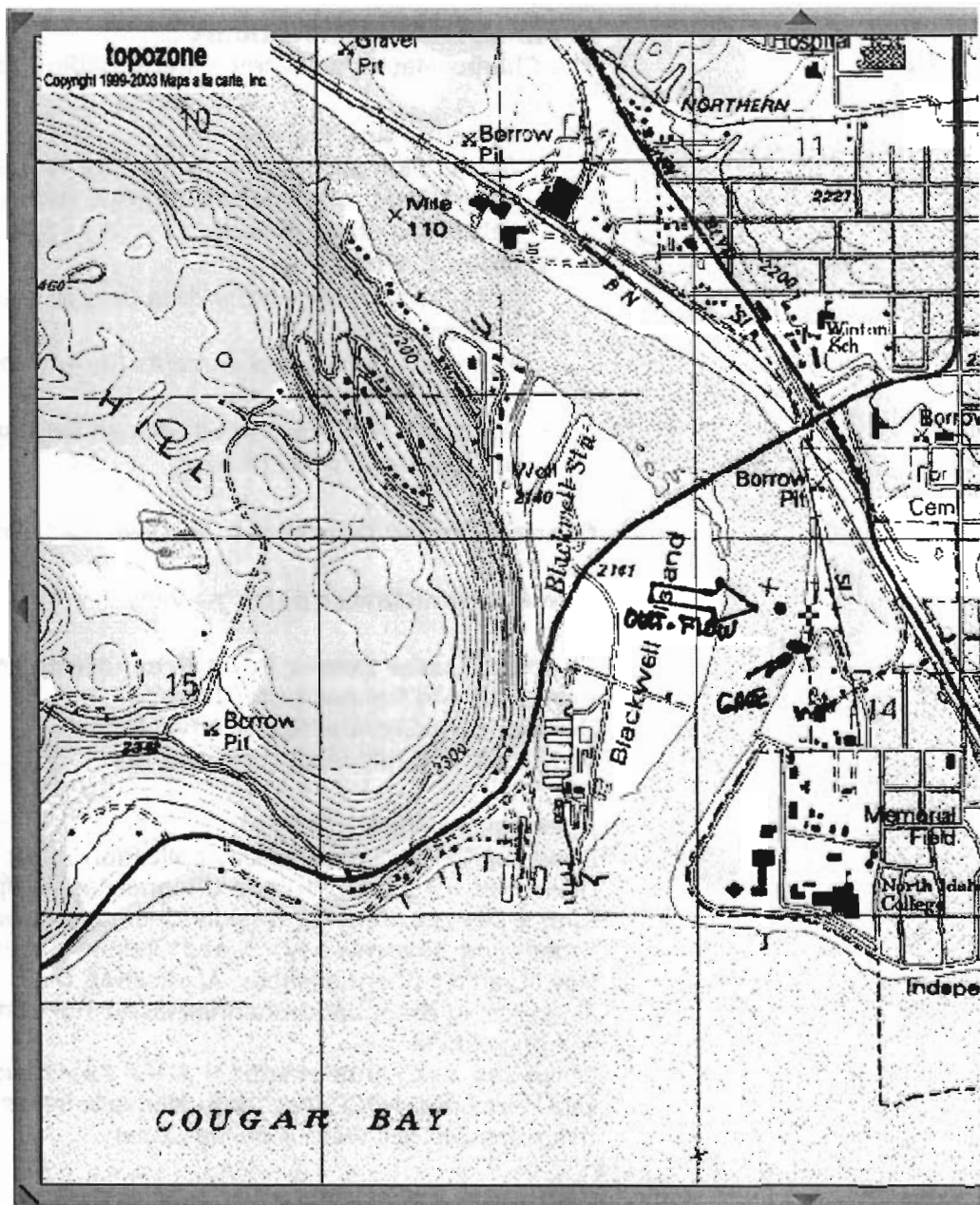
Coordinate Datum

WGS84/NAD83

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PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: April 10, 2006
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: April 4, 2006 Bid Results of Open Trench Replacement Project.

=====

DECISION POINT:

The Council may wish to accept and award contracts to the low bidders for the 2006 Open Trench Replacement Project bid April 4, 2006 at 10:00 AM.

HISTORY:

This project was advertised in the Coeur d’Alene Press March 17, 2006 and March 24, 2006 requesting bids for Two (2) Open Trench Replacement Projects: Schedule “A” for 314 lineal feet of 8 inch sewer pipe and Schedule “B” for 563 lineal feet of 8 inch sewer pipe.

FINANCIAL ANALYSIS:

Schedule “A” low bidder is Sperle’s Investments, Inc. at - \$29,744.35.
Schedule “B” low bidder is Buddy’s Backhoe Service, Inc. at \$51,380.00.
Total of “A” and “B” low bids - - - - - \$81,124.35
JUB estimate of probable cost for the project was \$103,155.00.

PERFORMANCE ANALYSIS:

The Wastewater Utility Sewer Rehabilitation current available Budget for physical year 2005/2006 is \$185,600.00

RECOMMENDATION:

Award Schedule “A” Open Trench Contract to Sperle’s Investments, Inc. for \$29,744.35
Award Schedule “B” Open Trench Contract to Buddy’s Backhoe Service, Inc. for \$51,380.00

CONTRACT

THIS CONTRACT, made and entered into this 18TH 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 "CITY", and BUDDY'S BACKHOE SERVICE, INC., a corporation duly organized and existing under and by virtue of the laws of the state of _____, with its principal place of business at _____, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for 2006 Wastewater Projects - Open Trench Replacements - SCHEDULE B ONLY in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled: City Of Coeur d'Alene - 2006 Wastewater Projects - Open Trench Replacements Project

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

The CONTRACTOR shall take all appropriate measures as required by law 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 CITY shall indemnify the CONTRACTOR against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

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

The CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of Fifty One Thousand Three Hundred Eighty and 00/100 Dollars (\$51,380.00) (See Breakdown below), as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the 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.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
SCHEDULE B - ALLEY EAST OF 9TH STREET BETWEEN FOSTER AVENUE AND GARDEN AVENUE					
207.4.1.B.1	Removal of Existing Asphalt	159	SY	\$10.00	\$1,590.00
307.4.1.E.1	Mainline- Type "C" Gravel Surface Restoration (Gravel)	690	SY	\$8.00	\$5,520.00
307.4.1.G.1	Mainline- Type "B" Surface Restoration (Asphalt Roadway)	174	SY	\$25.00	\$4,350.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	563	LF	\$40.00	\$22,520.00
502.4.1.A.1	Sanitary Sewer Manhole 48" Diameter	3	EA	\$2,800.00	\$8,400.00
504.4.1.D.1	Sewer Service Connection to Main	13	EA	\$500.00	\$6,500.00
2010.4.1.A.1	Mobilization	1	LS	\$1,500.00	\$1,500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$1,000.00	\$1,000.00
	TOTAL - SCHEDULE B				\$51,380.00

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2006, or within sixty (60) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$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.

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

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

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

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

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

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

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

CITY:

CITY OF COEUR D'ALENE

KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

CONTRACTOR:

BUDDY'S BACKHOE SERVICE, INC.

By: _____

ATTEST:

CONTRACT

THIS CONTRACT, made and entered into this 18TH 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 "CITY", and SPERLE'S INVESTMENTS, INC., a corporation duly organized and existing under and by virtue of the laws of the state of _____, with its principal place of business at _____, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for 2006 Wastewater Projects - Open Trench Replacements - SCHEDULE A ONLY in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled: City Of Coeur d'Alene - 2006 Wastewater Projects - Open Trench Replacements Project

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

The CONTRACTOR shall take all appropriate measures as required by law 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 CITY shall indemnify the CONTRACTOR against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

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

The CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of Twenty Nine Thousand Seven Hundred Forty Four and 00/100 Dollars (\$29,744.00) (See Breakdown below), as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the 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.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
SCHEDULE A - ALLEY EAST OF 11TH STREET BETWEEN ADELINE AVENUE AND HASTINGS AVENUE					
207.4.1.B.1	Removal of Existing Asphalt	67	SY	\$10.00	\$670.00
307.4.1.E.1	Mainline- Type "C" Surface Restoration (Gravel)	405	SY	\$13.50	\$5,467.50
307.4.1.G.1	Mainline- Type "B" Surface Restoration (Asphalt)	67	SY	\$40.00	\$2,680.00
405.4.1.A.1	Non Potable Main Line Separation	1	EA	\$6.15	\$6.15
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	314	LF	\$42.55	\$13,360.70
502.4.1.A.1	Sanitary Sewer Manhole - 48" Diameter	2	EA	\$1,230.00	\$2,460.00
504.4.1.D.1	Sewer Service Connection to Main	8	EA	\$245.00	\$1,960.00
2010.4.1.A.1	Mobilization	1	LS	\$2,540.00	\$2,540.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$600.00	\$600.00
TOTAL - SCHEDULE A					\$29,744.35

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2006, or within sixty (60) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of \$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.

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

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

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

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

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

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

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

CITY:

CITY OF COEUR D'ALENE

KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

CONTRACTOR:

SPERLE'S INVESTMENTS, INC.

By: _____

ATTEST:

POLICE DEPARTMENT
DESTRUCTION OF RECORDS

JUVENILE REPORTS: Police reports of violations of law or behavior problems up to and including arrests, criminal investigations, civil disturbances, for disregard of policies and procedures.

Record Classification: Semi-Permanent

Time Period of Reports to be destroyed: May 1993 to May 1996.

IMPOUNDS: Reports of vehicles towed, impounded and disposed of by the department, Certificates of sale.

Record Classification: Temporary

Time Period of Reports to be destroyed: Certificates of Sales – September 2003 to March 2004; Impound – November 2002 to October 2003; Impound/Picked up – July 2003 to March 2004.

PUBLIC RECORDS REQUESTS: Written requests for Public Records

Record Classification: Temporary

Time Period of Records to be destroyed: 2004

Per I.C.: Temporary records are to be kept a minimum of 2 years; Semi-Permanent records are to be kept a minimum of 5 years.

GENERAL SERVICES COMMITTEE

DATE: April 10, 2006

FROM: Susan Weathers, Municipal Services Director/City Clerk

SUBJECT: Request for Resolution by St. Vincent DePaul

DECISION POINT:

Would the General Services Committee recommend Council adopt a resolution of support for St. Vincent DePaul's Homeless Program?

HISTORY:

Attached is a letter from Lynn Peterson, Executive Director, of St. Vincent DePaul requesting a resolution by made by the City Council in support of their organization's homeless programs. The purpose of this resolution is it is a required component to both the HUD Emergency Shelter Grant and Supportive Housing Grant that provides funding for their homeless programs.

FINANCIAL ANALYSIS:

There is no financial cost to the City.

QUALITY OF LIFE:

Through St. Vincent DePaul's efforts, they afford an opportunity for the homeless community in our city. By supporting their grant applications, it provides an opportunity for St. Vincent DePaul to obtain funding to maintain these worthwhile programs in our community.

PERFORMANCE ANALYSIS:

By adopting a Resolution publicly supporting St. Vincent DePaul's homeless programs, it provides funding for the continuation of homeless programs in our community.

DECISION POINT/RECOMMENDATION:

It is recommended that a Resolution publicly supporting the St. Vincent DePaul's homeless programs be adopted.

RESOLUTION NO. 06-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO TO PUBLICLY SUPPORT THE MISSION AND OBJECTIVES OF ST. VINCENT DE PAUL AND THEIR HOMELESS PROGRAMS AND TO ALLOW THIS DECLARATION OF PUBLIC SUPPORT TO BE USED BY ST. VINCENT DE PAUL TO SATISFY AN APPLICATION REQUIREMENT FOR FEDERAL FUNDING AND TO SUPPORT HOUSING FOR LOW-INCOME HOMELESS PERSONS IN THE CITY OF COEUR D' ALENE; AUTHIRIZING THE MAYOR AND CITY CLERK TO MAKE SUCH DECLARATION FOR, AND ON BEHALF OF, THE CITY OF COEUR D' ALENE AND ITS OFFICERS.

WHEREAS, St. Vincent de Paul provides a valuable and necessary service to the resident of the City of Coeur d'Alene and the surrounding communities by providing housing and services to homeless and indigent person; and

WHEREAS, St. Vincent de Paul is in good standing with the City of Coeur d'Alene, Idaho and is in compliance with all applicable City Codes and Ordinances.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to declare public support for St. Vincent de Paul; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City be, and hereby are, declaring public support for St. Vincent de Paul.

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

DATED this 18th 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 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 _____.

Date: April 4, 2006
To: General Services Committees
From: Planning Director
Subject: **Sims Property Annexation – SW Corner of Gov't Way & Aqua**

Decision Point

Does the City wish to consent to the annexation of this property by the City of Hayden.

History

Due to lack of Sewer Service, the property owner is hoping to annex into the City of Hayden. The City of Hayden boundary is located at Aqua (across the street) and by annexing into Hayden the property can be served by sewer approximately +/-200-ft away. (See attached request and maps)

The property is not “ripe for annexation” into Coeur d’Alene unless an additional five property owners to the west of the site were also annexed.

This property is located with the City of Coeur d’Alene’s Area of City Impact which means that the area has been designated as an area that could reasonably be annexed into the city in the future. This designation does not prevent a property owner within one city’s impact area may request annexation into an adjoining city.

The City of Hayden however, has asked the Sims’ to formally request consent from the City of Coeur d’Alene City Council to allow the property to be considered for voluntary annexation by the City of Hayden .

The Development Review Team has reviewed the proposal and does not see any issues that would be detrimental to Coeur d’Alene if this property were annexed by Hayden.

The team did identify that the two cities will want to maintain close coordination on future Government Way improvements and jurisdictional issues with Government Way and Aqua if and when Coeur d’Alene annexed the remainder of the surrounding area.

Financial Analysis

There is no substantial financial impact associated with the proposed amendment. Some future tax revenue

Performance Analysis

Comprehensive Plan policies related to this issue 4B, 9, 14A6, 53

Decision Point Recommendation

The City Council should determine if it should consent to the annexation of the property by the City of Hayden



Taylor Engineering, Inc.

Principals

Perry M. Taylor
Stanley R. Stirratt
Mark A. Arons
David C. Larsen
Ronald G. Paulsen

Associates

Scott M. Busch
Frank R. Ide,
Richard C. Sothmann
Chris H. Manning

Chief Financial Officer

Edwin G. Wagner

March 27, 2006

Wendy Gabriel
City Administrator
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

Re: Sims Property – Southwest Corner of Government Way and Aqua

Dear Wendy:

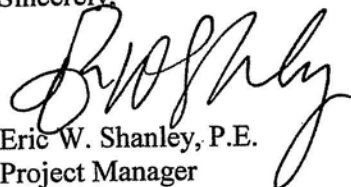
We are writing in reference to the Sims Property located on the southwest corner of Government Way and Aqua. This property is currently located in Kootenai County, bordered by the City of Hayden (north), City of Coeur d'Alene (west & south) and Dalton Gardens (east-separated by Gov't Way). This property is also located within the City of Coeur d'Alene Impact Area.

With this letter, we are requesting consent from the City of Coeur d'Alene City Council and Mayor to allow this property to be considered for voluntary annexation by the City of Hayden. This request is in consideration for the following:

1. Considering this property is located within the City of Coeur d'Alene Area of Impact, the City of Hayden has asked that we formally request consent from the City of Coeur d'Alene City Council and Mayor for this property to be considered by Hayden for voluntary annexation.
2. The only feasible and environmental friendly way to service this property with sewer is from the City of Hayden. Currently, sewer is located just north of Aqua Ave.
3. It is unreasonable to request sewer service for this property from the City of Coeur d'Alene considering sewer is located at Hanley & Government Way.
4. Based on our understanding, it is also not practical at this time for sewer to be extended this far north on Government Way considering Dalton has no current plan/funding to improve Government Way. We assume if sewer was to be extended north of Hanley, this project would be part of a "greater" infrastructure improvement project (entire road re-construction, curb/gutter, sidewalks, lighting...etc.. on both the east and west side of Government Way).
5. This property is currently served water by a waterman extension from Prairie Avenue, paid for by Andy Sims, approximately 10-years ago.

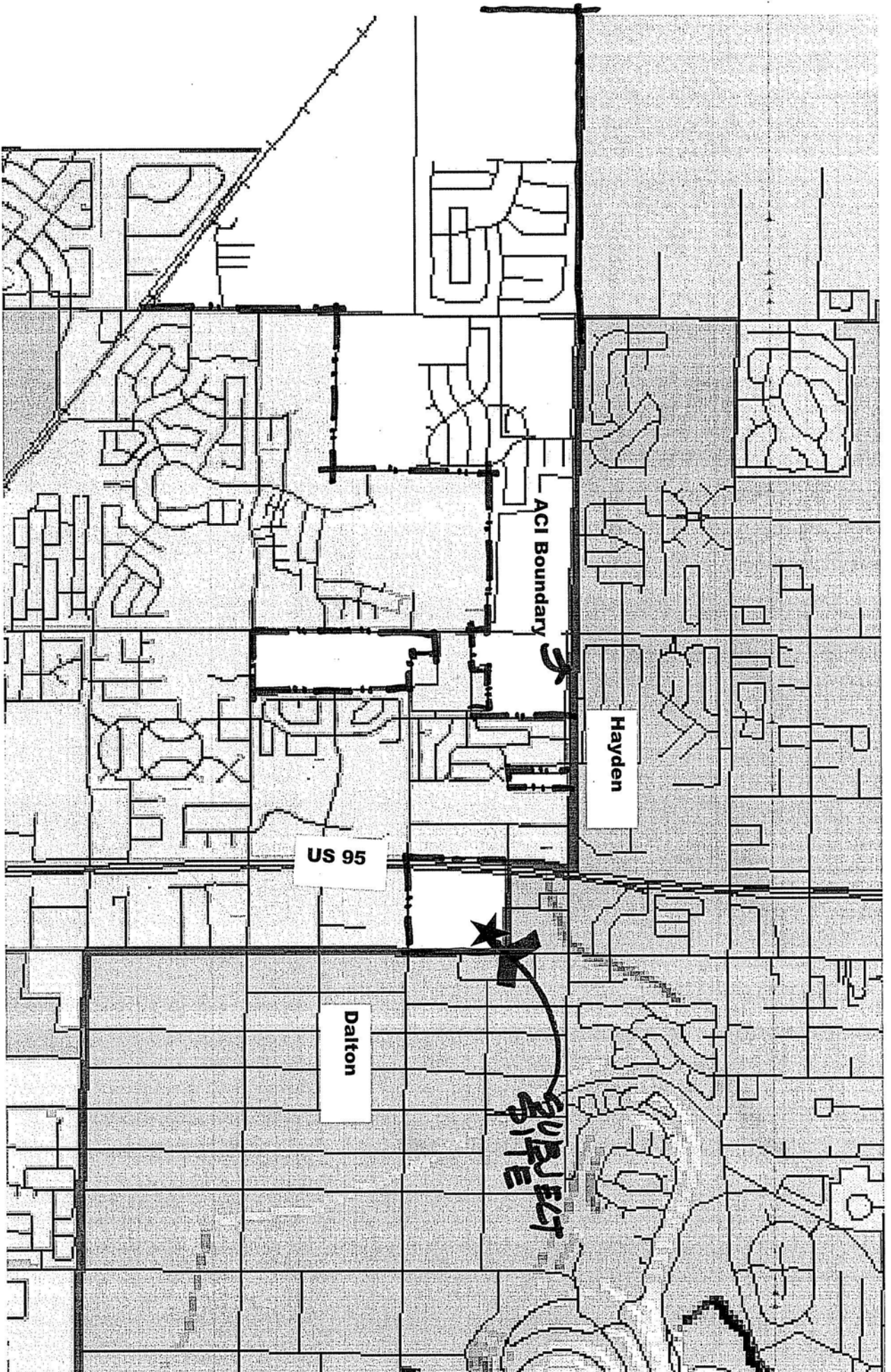
We hope this request meets the City's needs for the Mayor and Council to hear this matter. However, if you have any questions or need additional information, please let me know.

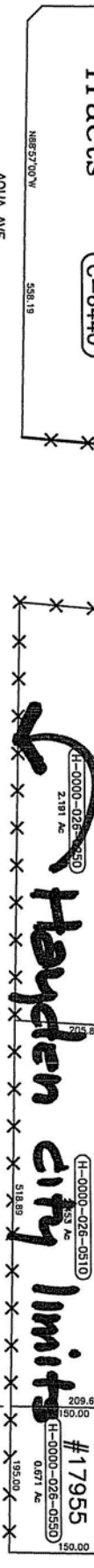
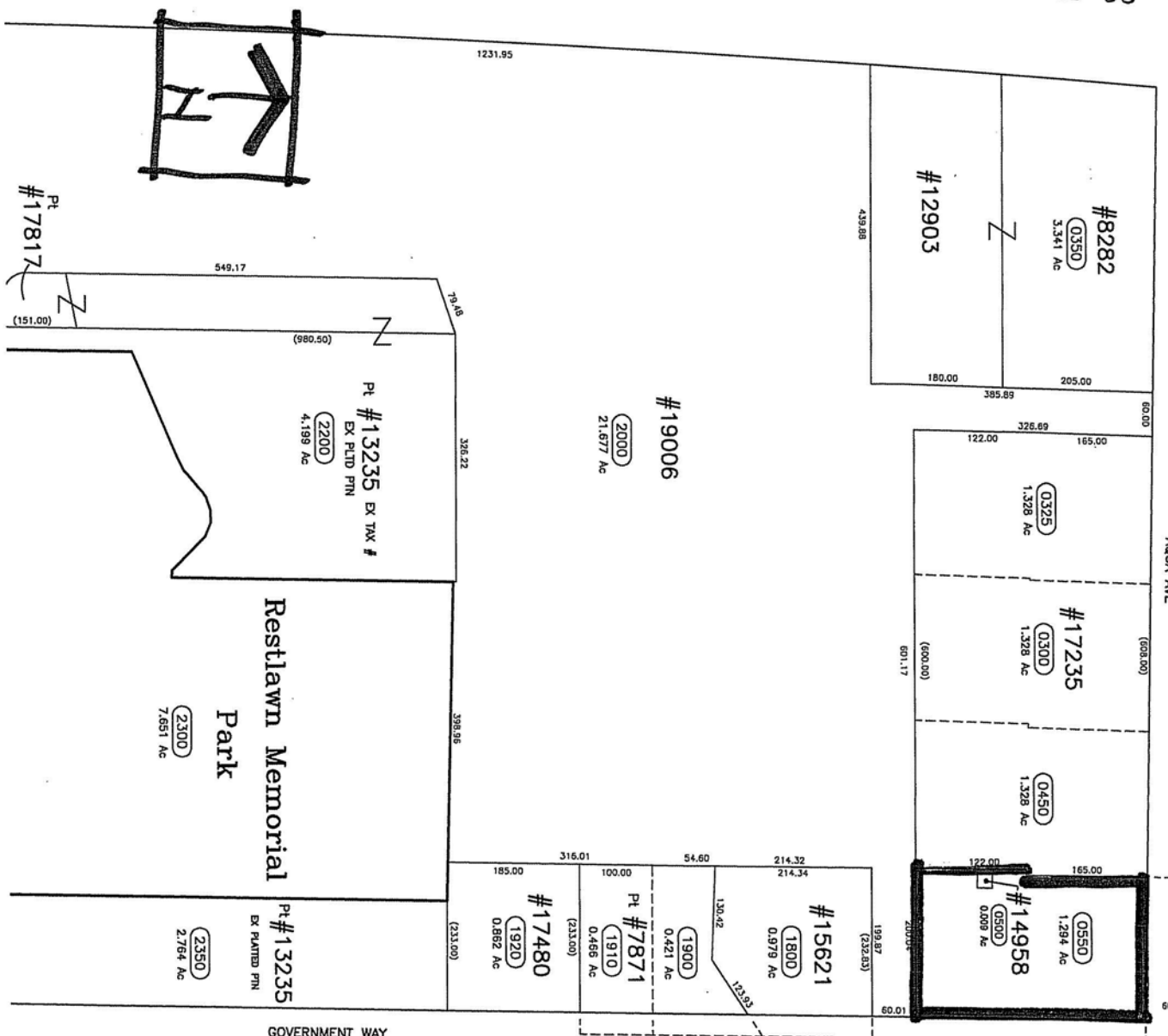
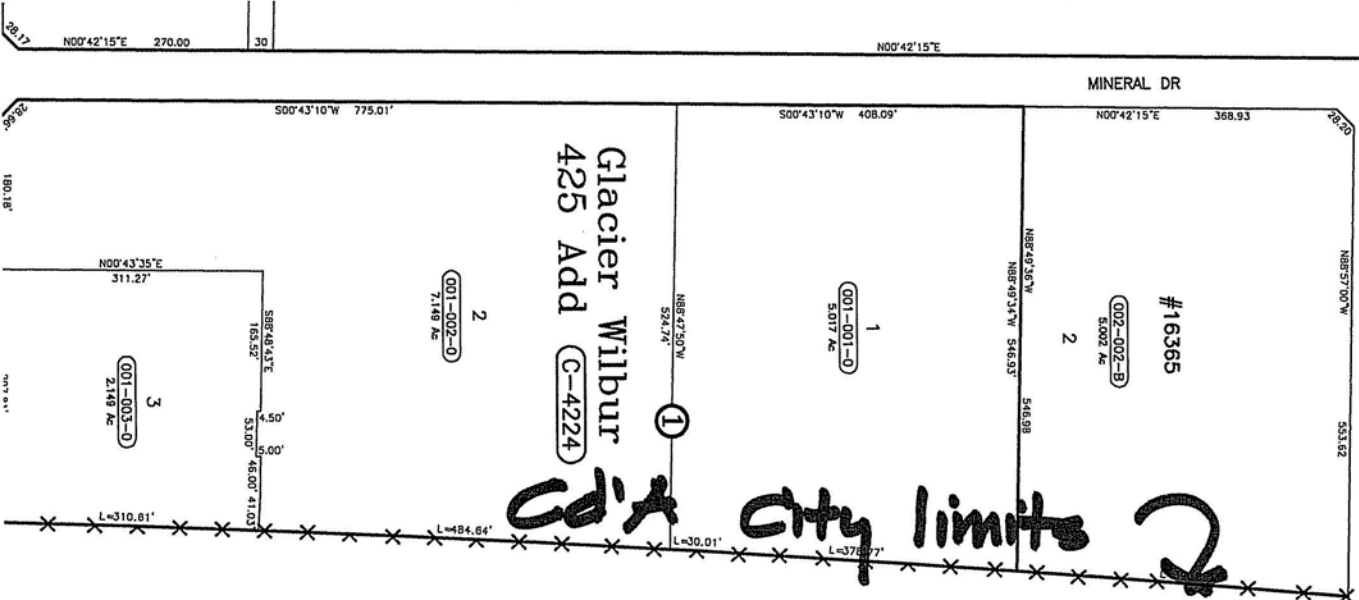
Sincerely,



Eric W. Shanley, P.E.
Project Manager

Cc: Nancy Sims 7810 Government Way







CITY COUNCIL STAFF REPORT

DATE: April 18, 2006
FROM: Christopher H. Bates, Project Manager
SUBJECT: **Acceptance of Water Line Easement from in the Riverstone West Development from Riverstone West, LLC**

DECISION POINT

Riverstone West, LLC is dedicating a waterline easement off site of the Riverstone West subdivision, and City Council acceptance is required for the dedication.

HISTORY

The Riverstone West development is required as a condition of their approval to install a water main that will connect into the existing water line in Seltice Way. The phasing for the development has changed, therefore, to ensure that the corridor for the water main is guaranteed, an easement for the line was made as condition of the rephrasing.

FINANCIAL ANALYSIS

There is no cost to the City.

PERFORMANCE ANALYSIS

The developer secured the area of the easement that was not under their control from the Central Pre-Mix Corp.

RECOMMENDATION

Accept the easement and direct staff to proceed with the recordation of the document.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Riverstone West, LLC, an Idaho limited liability company, with John M. Stone, Member, whose address is 104 S. Division Street, Spokane, WA 99202, and, CPM Development Corporation, a Washington Corporation, with Mark Murphy, President, whose address is PO Box 3366, Spokane, WA 99220, the **GRANTORS**, 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.

The GRANTOR also agrees, to the extent that if the public utilities consist of grassy swales, that the GRANTOR shall be responsible for the maintenance of the same, including weed and grass control.

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 GRANTORS have caused this instrument to be executed, this 28 day of March, 2006 .

Riverstone West, LLC

By: 
John M. Stone, Member

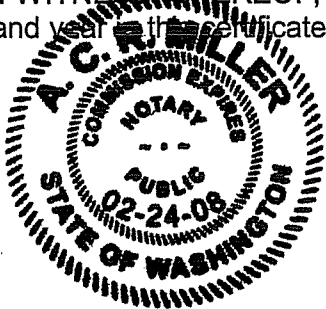
CPM Development, Inc.

By: [Signature]
Mark Murphy, ~~President~~
Vice President

STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

On this 28th day of March, 2006, before me, a Notary Public, personally appeared John M. Stone, known to me to be the Member of Riverstone West, LLC, 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.



[Signature]
Notary Public for Washington
Residing at: SPOKANE WA
My Commission Expires: 02-24-08

STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

On this 28TH day of MARCH, 2006, before me, a Notary Public, personally appeared Mark Murphy, known to me to be the President of CPM Development, Inc., a Washington Corporation, 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.



[Signature]
Notary Public for Washington
Residing at: SPOKANE, WA
My Commission Expires: 01/05/10

Client: Riverstone West
Description: Waterline Easement (CPM Site)
Date: March 3, 2006 – Revised March 23, 2006

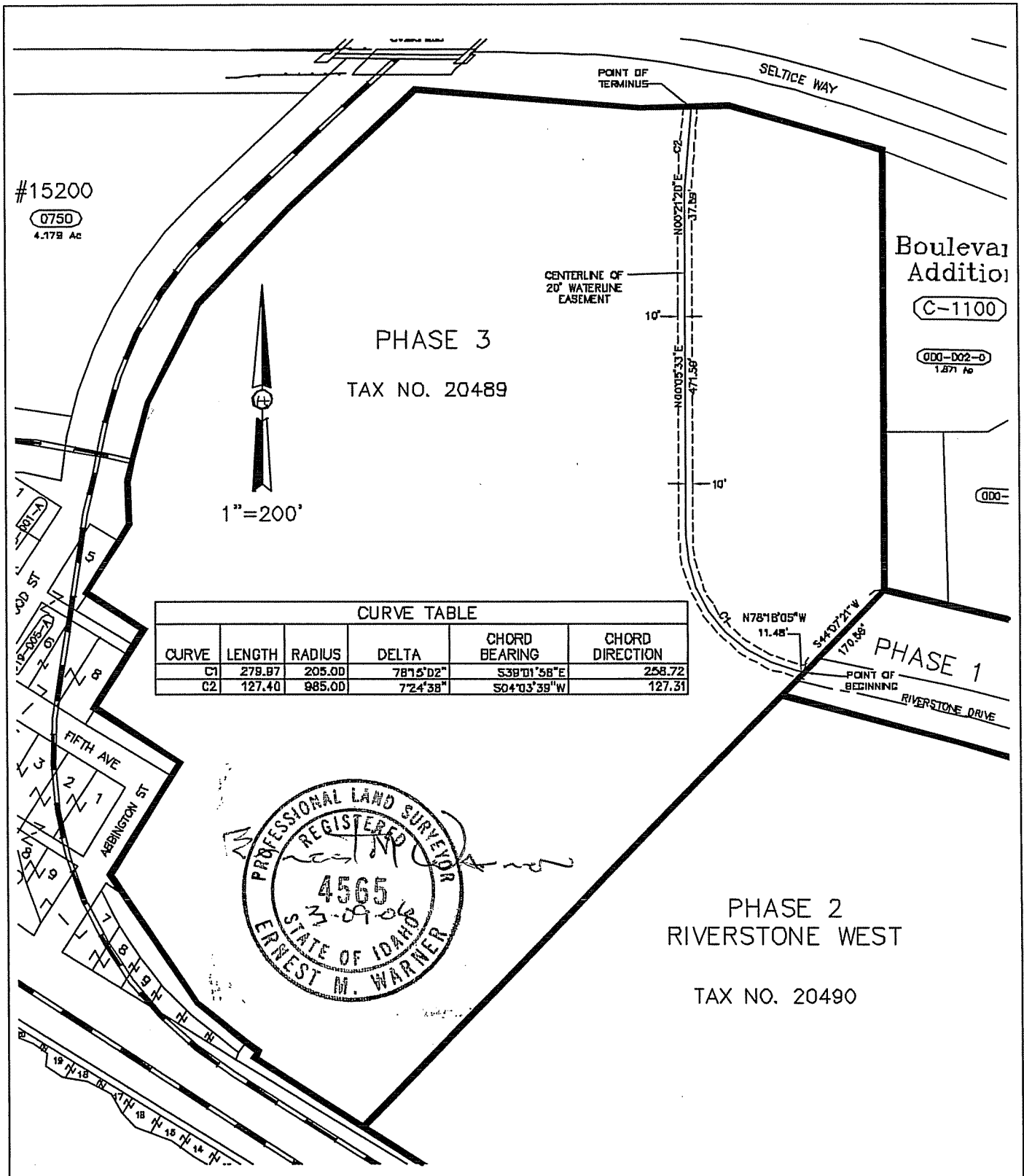
An easement, 20.00 feet in width, for a waterline, said easement being 10.00 feet on each side of a centerline, located within Tax No. 20489 (described in Quit Claim Deed recorded as Instrument No. 1926319, records of Kootenai County, Idaho), situated in the East ¼ of Section 10, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, said centerline being described as follows:

Commencing at the Northeast Corner of said Section 10 (from which the East ¼ Corner of said Section 10 bears South 01°01'05" West a distance of 2,653.51 feet); thence along the easterly line of said Section 10 South 01°01'05" West a distance of 1,326.83 feet to the Northwest corner of Government Lot 7, Section 11 of said Township 50 North, Range 4 West; thence leaving said easterly line North 60°23'14" West a distance of 74.94 feet to the westerly line of RIVERSTONE (Book I of Plats, page 250, records of Kootenai County, Idaho); thence along said westerly line the following courses and distances: South 01°01'02" West a distance of 120.00 feet; thence South 01°02'14" West a distance of 88.74 feet; thence leaving said westerly line North 88°57'46" West a distance of 158.00 feet; thence North 01°02'14" East a distance of 88.10 feet; thence North 06°44'01" East a distance of 170.54 feet to the southerly right-of-way of the vacated Burlington Northern Railroad right-of-way; thence along said southerly right-of-way North 76°41'24" West a distance of 767.57 feet; thence leaving said southerly right-of-way North 13°18'36" East a distance of 100.00 feet to the northerly right-of-way of said vacated railroad; thence along said northerly right-of-way North 76°41'24" West a distance of 382.11 feet to a point on the easterly line of said Tax No. 20489; thence leaving said northerly right-of-way South 44°07'21" West a distance of 170.56 feet to a point on said centerline, said point being the REAL POINT OF BEGINNING;

thence leaving said easterly line along said centerline the following courses and distances: North 78°18'05" West a distance of 11.48 feet;
thence northwesterly 279.97 feet along the arc of a circular curve concave to the Northeast, said curve having a radius of 205.00, a central angle of 78°15'02", and a long chord which bears North 39°01'58" West a chord distance of 258.72 feet;
thence North 00°05'33" East a distance of 471.59 feet;
thence North 00°21'20" East a distance of 37.59 feet;
thence northeasterly 127.40 feet along the arc of a circular curve concave to the Southeast, said curve having a radius of 985.00, a central angle of 07°24'38", and a long chord which bears North 04°03'39" East a chord distance of 127.31 feet to a point on the southerly right-of-way of Seltice Way, said point being the POINT OF TERMINUS.

Comprising 0.43 acres, more or less, subject to all existing easements and rights-of-way of record or appearing on said easement.





#15200
 (0750)
 4.178 Ac

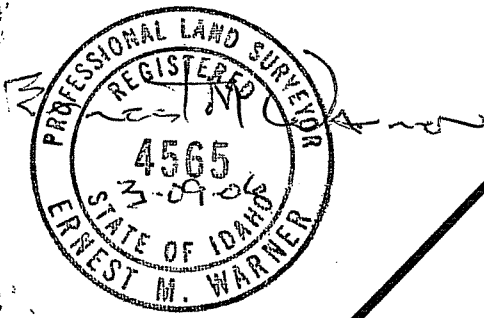
Boulevard
 Addition
 (C-1100)

(000-D02-D)
 1.871 Ac

PHASE 3
 TAX NO. 20489

1"=200'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIRECTION
C1	278.87	205.00	78°15'02"	S38°01'58"E	258.72
C2	127.40	885.00	7°24'38"	S04°03'39"W	127.31



PHASE 2
 RIVERSTONE WEST
 TAX NO. 20490

EXHIBIT MAP WATERLINE EASEMENT - RIVERSTONE WEST		
JOE NO.: 04.180	DRAWN BY: DPS/SGW	SCALE: 1"=200'
DRAWING: PREPLAT(D1-08-08)	CHECKED BY: EMW	DATE: 03/03/08
SHEET NO.: 1 OF 1	PHONE: (208)678-8708	FAX: (208)687-2129



TATE ENGINEERING
 1103 North 4th Street
 Coeur d'Alene Idaho, 83814

CITY OF COEUR D'ALENE

710 East Mullan
 Coeur d'Alene, ID 83814
 208.769.2229 Fax 208.769-2237

Amt Pd 25 - Rec# 182674
 Date Pd 4/7/06
 Council 4/18/06
 Issued Date _____
 License No _____

Transfer from Michael Fowle to Johnny & Stacey Trejbal
BEER , WINE, LIQUOR APPLICATION -Expires March 1 annually

Check the one box that applies:

- Beer only (canned and bottled) not consumed on premise..... \$50.00 per year
- Beer, Wine (canned-bottled) not consumed on premise\$250.00 per year
- Beer only (canned and bottled only) consumed on premise \$100.00 per year
- Beer and Wine (canned and bottled only) consumed on premise..... \$300.00 per year
- Beer (draft, canned, bottled) consumed on premise \$200.00 per year
- Beer (draft, canned, bottled) and wine consumed on premise \$400.00 per year
- Beer, Wine and Liquor \$762.50 per year
- Transfer of City license with current year paid \$25.00

Business Name	Coffeeville
Business Address	1710 N 4th St. COA, ID 83814
Bus Telephone No	(208) 444-1774
E-Mail Address	JohnnyandStacey@hotmail.com
Manager Name	Stacey & Johnny Trejbal
Manager Home Address	2423 S. Terrace Creek Ln. Liberty Lake WA 99009
Manager Home Telephone No.	(509) 255-9262
Mgr Social Security No	537-67-0325
Mgr Date of Birth	4-9-71
Mgr Place of Birth	Spokane, W
License Applicant	Trejbsa 2952
Filing Status- (circle one)	Sole Proprietor Corporation Partnership LLC Other
Address of Applicant	2423 S. Terrace Creek Lane Liberty Lake WA 99009
Applicant's Prior Address past 5 yrs	
Applicant's Prior Employment past 5 yrs	Delta Airlines

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kathy Lewis / 4/7/06
Department Name / Employee Name / Date
Request made by: Ken Repp / 408 / 515-9945
Name / Phone
540 Heland Avenue / San Jose CA 95128
Address

The request is for: / / Repurchase of Lot(s)
IX / Transfer of Lot(s) from Marie McKinney ^{a widowed woman} to Eva R Gaines
Niche(s): _____, _____, _____

Lot(s): 387, _____, _____, _____, _____, _____ Block: D Section: RIV
a single woman

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 (\$ 4000) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 183189

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
MARIE MCKINNEY
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 225.00 per lot.
RDE / 4/11/06
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] / 4-11-06
Attorney Init. / Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.
Susan K. Weathers / 4/12/06
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: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /
_____ / _____
Cemetery Supervisor's Signature / Date

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

ANNOUNCEMENTS

Memo to Council

DATE: April 11, 2006

RE: Appointments to Boards/Commissions/Committees

The following re-appointments are presented for your consideration for the April 18th Council Meeting:

LEE SHELLMAN	Parks & Recreation Commission
SCOTT CRANSTON	Parks & Recreation Commission
LEE SHELLMAN	Cemetery Advisory Board

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Jackie Carbone

Memo to Council

DATE: April 12, 2006

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the March 7th Council Meeting:

BRUCE HATHAWAY CDATV Committee 2 year term

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday, April 10, 2006
4:00 p.m., Council Chambers

MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

Warren Wilson, Deputy City Attorney
Susan Weathers, Municipal Services Director
Jim Markley, Water Superintendent
Howard Gould, Building Maintenance Supervisor

CITIZENS PRESENT

Lynn Peterson, St. Vincent de Paul

**Item 1. Transfer of Records to State Archives.
(Consent Resolution No. 06-026)**

Susan requested approval to send certain permanent city records to the State Archives for safe keeping. Susan noted that cities have long had the opportunity of utilizing the State Archives to safely store permanent City records at no direct cost to the City. As part of the State Archives services, they travel throughout the State on a quarterly basis to pick up any records that cities or counties would like to have stored in their vaults in Boise. Their next trip through will be on May 2, 2006. In order to take advantage of this service, the City is requesting a resolution authorizing the transfer of the following permanent records to the State Archives: Public Works Committee Agenda/Packets/Minutes from January 1999 to December 2001 and from January 2002 to December 2004.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-026 authorizing the transfer of permanent records to the State Archives as requested.

**Item 2. Request for Resolution of Support / St. Vincent DePaul Grant Application.
(Resolution No. 06-027)**

Susan reported that the City received a letter from Lynn Peterson, Executive Director, of St. Vincent DePaul requesting a resolution be adopted by the City Council to support their organization's homeless programs. The purpose of this resolution is that it is a required component to both the HUD Emergency Shelter Grant and Supportive Housing Grant that provides funding for their homeless programs. Through St. Vincent DePaul's efforts, they afford an opportunity for the homeless community in our city. By supporting their grant applications, it provides an opportunity for St. Vincent DePaul to obtain funding to maintain these worthwhile programs in our community.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-027 supporting the St. Vincent de Paul's homeless programs.

**Item 3. Sims Property Annexation / SW Corner of Government Way and Aqua Ave.
(Consent Calendar)**

Warren reported that the City received a letter from Taylor Engineering, Inc. regarding the Sims Property located on the southwest corner of Government Way and Aqua Road. With this letter, they are requesting consent from the City of Coeur d' Alene to allow the property to be considered for voluntary annexation by the City of Hayden. Warren noted that the Development Review Team reviewed the proposal and does not see any issues that would be detrimental to Coeur d' Alene if this property were annexed by the City of Hayden.

MOTION: THE COMMITTEE is recommending that the City Council take no position on this matter.

**Item 4. Revised Policy / Water Service Outside City Limits.
(Resolution No. 06-022)**

Warren reported that 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 number 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. Discussion ensued.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-022 accepting the revised Policy for Water Service Outside City Limits as submitted.

**Item 5. Renewal of Agreement / XO Communications.
(Consent Resolution No. 06-026)**

Howard is requesting approval of a three-year renewal agreement with XO Communications for citywide phone and long distance services. Howard noted that the current three-year agreement with XO Communications for the city's phone and long distance services expires on March 19, 2006. The cost per month under the existing agreement is \$2,150.80. The monthly cost under the new agreement will be \$1,947.29 and will also include an extra 7500 long distance minutes. At a savings of \$203.51 per month, we will realize an annual savings of \$2,442.12 over the next three years.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-026 approving the renewal of a three-year agreement with XO Communications for citywide phone and long distance services with an estimated annual savings of \$2,442.12.

The meeting adjourned at 4:35 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave
Recording Secretary

**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 their 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 AMENDING 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 amended policies regarding these issues, and the same were discussed at the Public Works Committee meeting March 27, 2006 and the General Services Committee meeting April 10th, 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 amended policies be adopted; NOW, THEREFORE,

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

DATED this 18th 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 1st 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.

April 10, 2006
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

None

STAFF PRESENT

Sid Fredrickson, WW Superintendent
Richard Suchocki, Eng. Proj. Mgr.
Tim Martin, Interim Street Supt.
Gordon Dobler, Engineering Svcs Director
Terry Pickel, Asst. Water Supt.
Troy Tymesen, Finance Director
Amy Ferguson, Staff Liaison
Jon Ingalls, Deputy City Administrator
Wendy Gabriel, City Administrator
Jim Dunn, WW Proj. Mgr.
Pam MacDonald, Human Resource Director
Mike Gridley, City Attorney

Item 1 ADA Compliance – Ped Ramps for Overlay (Information/Presentation)
FOR INFORMATION ONLY

Jon Ingalls, Deputy City Administrator, presented an overview and status report of the Ped/Ramps for Overlay program of the city including the progress made to date. He also discussed the benefits in completing the work in-house versus contracting it out, and the complex issues involved. Mr. Ingalls further explained the ADA training that had been received by city staff. The permit trigger process was discussed, wherein if a homeowner takes out a building permit in an amount greater than \$15,000.00, the city's ordinances require that anything that is not in compliance with code be brought up to date. Councilman Reid suggested that the \$15,000.00 trigger amount should be reviewed to determine if it needs to be raised to be consistent with today's building costs.

MOTION: NO MOTION. FOR INFORMATION ONLY.

Item 2 Bulk Water Use Program

Terry Pickel, Assistant Water Superintendent, presented a request for approval of the new Bulk Water Use Program, which includes the construction of three permanent filling stations and a minimum of six portable filling stations. He also requested adoption of fire hydrant use restrictions to City and Fire Department personnel and the temporarily attached portable filling stations only. Mr. Pickel stated in his staff report that over the last few years, the use of bulk water has increased dramatically and the city has had an increasingly difficult time keeping track of what is used. In addition, the fire hydrants are often misused and damaged by the contractors. With the current system, the city has no way of knowing who caused the damage unless there is a blatant violation. The time line for the filling stations was discussed. Mr. Pickel stated that the portable filling stations would be available in a few weeks, and the permanent stations would be completed in about a month to a month and a half. He further stated that once the portable stations come on line, the current hydrant disc program will be discontinued. Mr. Pickel explained that the larger contractors may see an increase in costs, but those costs will be rolled-over to the end-user. The staff report states that the program will be ultimately self-supporting and should not impact the rate payers.

MOTION: RECOMMEND Council approval of the construction of Water Department filling stations and instruct staff to bring a formal Bulk Water Policy back to the next Public Works Committee Meeting.

**Item 3 Agreement for Gauging Station with the USGS
Consent Calendar**

Sid Fredrickson, Wastewater Superintendent, requested approval of a permit agreement with the United States Geological Survey (USGS) for a solar powered gauging station on city property between the wastewater treatment plant and the Spokane River. Mr. Fredrickson explained that the gauging station would measure sediments and flow. The staff report states that if the river loses flow to the aquifer in Idaho, such a station coupled with the station in Post Falls would measure that loss. In addition, higher measured flows in the upper reach benefits the city's discharge permit as some limits are calculated based on river flow. Mr. Fredrickson discussed the recent development of technology which results in very accurate flow measurements. The gauging station is a "real-time" system that will beam data to a satellite and would be installed before summer.

MOTION: RECOMMEND Council approval of RESOLUTION No. 06-026 authorizing a permit agreement with the United States Geological Survey (USGS) for a solar powered gauging station on city property between the wastewater treatment plant and the Spokane River.

**Item 4 Bid Results of Open Trench Replacement Project
Consent Calendar**

Jim Dunn, Wastewater Project Manager, presented a request for approval for the award of contracts to the low bidders for the 2006 Open Trench Replacement Project. The low bidder for Schedule "A" was Sperle's Investments, Inc., at \$29,744.35, and the low bidder for Schedule "B" was Buddy's Backhoe Service, Inc., at \$51,380.00. Mr. Dunn indicated that due to the low bids received, which were substantially below the estimated cost for the project, the city might be able to do some additional work on some problem lines.

MOTION: RECOMMEND Council approval of RESOLUTION No. 06-026 authorizing the City of Coeur d'Alene to enter into an agreement with Sperle's Investments, Inc. for the Open Trench Replacement Project Schedule "A", in the amount of \$29,744.35, and authorizing the City of Coeur d'Alene to enter into an agreement with Buddy's Backhoe Service, Inc. for the Open Trench Replacement Project Schedule "B", in the amount of \$51,380.00.

The meeting adjourned at 4:55 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 10, 2006
FROM: Terry Pickel, Assistant Water Superintendent
SUBJECT: Bulk Water Use Program

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DECISION POINT: Staff requests that Council approve the new Bulk Water Use Program which shall include the construction of three permanent filling stations and a minimum of six portable filling stations. Staff also recommends adoption of fire hydrant use restrictions to City and Fire Department personnel and the temporarily attached portable filling stations only.

HISTORY: The current fire hydrant use program allows citizens and contractors to connect and draw bulk water directly from fire hydrants all over the City. It was originally set up that for a fee of \$250 for the year the average contractor would draw approximately 500,000 gallons of bulk water per each permit. In the last few years the use has increased dramatically and we have had an increasingly difficult time keeping track of what is used. Also with the current program, the fire hydrants are often misused and damaged by the contractors. We currently have no method of accurately tracking which hydrant has been used by a contractor and thus cannot bill for damages unless we happen to catch a blatant violation. We cannot effectively maintain the Federally mandated system security with the current program and there is a threat of system contamination either by accident or by an intentional act. The proposed Bulk Water Use Program provides the necessary security and tracking measures as well as cross connection control consistent with what we are requiring of our customers. Staff has previously proposed the new Bulk Water Use Program which would include permanent and portable filling stations as well as fire hydrant use restrictions. The Public Works Committee requested that staff take this program before NIBCA Board for their opinion. This was done at the March 14th monthly meeting where the basics of the program were presented and the Board members asked questions about the program. The Board members understood the necessity of the program and felt that the larger contractors and developers would feel more of an impact than the small contractors would experience. However they understood that the security needs outweighed the additional costs, and did not have any adverse objections to moving forward with the project. Their main concerns were the possible locations of the permanent stations.

FINANCIAL ANALYSIS: The initial funding for the Bulk Water Use Program would come from fund balances. This funding would be repaid from future program revenues. The costs are expected to be approximately \$42,000 for City built equipment. We have projected that the majority of the initial expenses would be recovered in the first two years of use according to conservative water use projections. Once the initial expenses are recuperated, the program should become self supporting with no additional expenses required from the Water Department

budget. We may need to adjust the per gallon charge to ensure that this is adequately accomplished and once we have substantial use data from the new program, we will review the rates for possible adjustment.

PERFORMANCE ANALYSIS: The current program does not adequately protect the system for security reasons, from abuse and damage by contractors, and the possible theft of water. To a certain extent, the customers are actually subsidizing the contractors that use large amounts of water as the current fees were originally set around 500,000 gallons. Contractors in the larger subdivisions can easily consume millions of gallons. Since it costs the City to pump the water, ultimately it falls back to the customer to make up the differences. With the institution of the new program, education and coordination with the Police and Fire Departments as well as the customers to be on the lookout for illegal use, we can move forward with a concerted effort to provide adequate security and protection of our water supply and to have the contractors pay for the water that they use. It may be a burden to some of the larger contractors but may actually save money for the smaller contractors who may not use as much water. However, the program will ultimately be self supporting and should not impact the rate payers. The new program will also provide the Water Department with a method to track which fire hydrants are being used by contractors as we will be the ones to set up the equipment.

RECOMMENDATION: Staff requests that the committee recommend adoption by the Council of the proposed Bulk Water Use Program including construction of Water Department filling stations and subsequent fire hydrant use restrictions.

Bulk Water Use Program

Brief History of current program

With the current fire hydrant use program, the Water Department issues fire hydrant use permits to contractors and customers who wish to draw water from the fire hydrants for construction and other miscellaneous purposes. There are no fire hydrant meters or backflow prevention devices currently issued for use. The customer is charged by a daily rate of \$30, or a monthly rate of \$100, or a flat one time yearly rate of \$250. The customer is then issued a hydrant disk which is used to indicate that they have paid applicable fees to the City and an approved hydrant valve, if they do not have adequate equipment, with a deposit and rental fee. The deposits are returned to the customer upon receipt of the disk, hydrant valve and confirmation that each is in good condition. Unfortunately, without the use of a hydrant meter, there is no way to accurately determine the amount of water used by the contractors and customers under this method. The department is currently plagued by contractors who choose to ignore the requirement of having the disk on the fire hydrant while in use. There are currently no fines for the witnessed theft of water from fire hydrants (assumed if no disk is on the hydrant) so our only method of enforcement is to confiscate the contractor's equipment. This more or less gets their attention but has not proved to be a suitable deterrent.

Benefits of the Current Program

- The current program is relatively simple for the City to operate. It requires an hour to 2 hours maximum of administrative time for processing of permits including deposits and refunds, checking out and checking in disks and equipment. No crew labor is currently required unless there are problems or damage is encountered.
- The current program is very simple for the contractors to use as the only requirements for them are to pay the fees up front and make sure that they use the equipment provided by the City properly. They are not required to record their usage. They are not restricted to a certain fire hydrant location.

Problems with the Current Program

- There is no security for the water system. The fire hydrants are a direct access to the water system and there is substantial risk for potential contamination, either accidental or intentional. We cannot ensure that all of the users are taking appropriate backflow prevention measures.
- The fire hydrants can easily be abused. We regularly have to repair fire hydrants that were apparently damaged by misuse. The fire hydrants are actually designed as a one time, emergency valve and were not designed for daily use.

- We have no accurate records of the amount of water used. This can significantly impact our unaccounted loss calculations and also prevents us from accurately knowing if our rates are appropriate.
- We have experienced a few contractors who believe they do not have to follow the simple requirements of the current program. We end up confiscating their equipment to get their attention. Sometimes it may take once to get their attention while others tend to ignore us completely.
- We currently have no fines for illegal fire hydrant use or damage (other than assessing repair costs if caught), and theft of water. Since the contractors are not restricted to a certain location, it may be difficult to determine exactly who had caused the damage and when it had occurred.

Proposal for a Bulk Water Use Program

The Water Department is proposing the elimination of the general use of fire hydrants, the fire hydrant disks, and flat rate fees. Fire hydrant use would be restricted to City and Fire Department personnel only. All City and Fire Department personnel would be trained in proper use of the fire hydrants and applicable metering and backflow devices. We would propose fines for illegal fire hydrant use, theft of water, and damage to mains and services. While we recognize the need for bulk water use, the current program has become increasingly inefficient and in the long run is costing the City in lost revenue. We propose the construction three permanent fill stations and a minimum of 6 portable fill stations. The permanent fill stations would be strategically located so as to make them readily accessible to the contractors and customers for continual use. This unit would be housed in a permanent structure which could have the capacity to be utilized year round if necessary as there would be power available for heat tapes or heaters. We plan to use City forces to construct the stations and will begin with a manual system in the interim to determine the effectiveness of the stations. If successful, we would plan to automate the systems in the near future. This could be done by either purchasing an operation software system or by developing our own software through our IT Department.

The portable fill stations would be simple, stand alone mechanical units that would still protect the City water system and allow the contractors on the larger developments to lower their transportation costs. However the portable units would only be available during March through October so as to protect them from freezing.

Benefits of a New Program

- Water system security. By restricting fire hydrant use by designating fill stations, we can essentially protect the health of our water system. The fire hydrants are still somewhat vulnerable but with some education and strict enforcement of proposed penalties, we can quickly and effectively reduce this risk.

- Reduction in the abuse and damage to fire hydrants. The City would restrict the general use of all fire hydrants by contractors and the general public. For a large development, where it would not be cost effective for the contractor to use the permanent fill station, the portable fill station would be properly installed and connected by Water Department personnel. The contractor would then only have their own valve to deal with. The portable units would be assigned to the contractor on the specific jobsite and they would be responsible for the unit and the water used. Water Department personnel would periodically check and read portable units.
- Recorded use of water. We would have an accurate accounting of the amount of water used, (dependent on the complexity of the fill stations), for unaccounted loss calculations and water demand forecasts.
- Increased revenue source. With the accurate accounting of water use, we would be able to ensure a fair and equitable rate for both the City and the user. The current rates favor the user and may, in the long run, negatively impact the City as the user can draw an unrecorded amount of water and can easily exceed what the flat rates were originally estimated to cover.

Problems of the New program

- Initial start up and operational costs. The City will have a significant initial expense to construct the permanent and portable fill stations. We have determined that the manual stations would be the most cost effective for a trial run. These can be automated at a later date. The portable stations will have a relatively fixed cost for construction. Each type of station will require routine maintenance and repairs, costs for which are not currently incurred. The portable stations will require some crew labor to install, read meters, and retrieve the unit which has been estimated at an hour each per two men.
- Administration of the program. Dependent on the complexity of the permanent station operating system, there will no doubt be an increase in the amount of time required to set up and issue codes, cards, log sheets, permits and fees. Once everyone gets used to it, the time will gradually be reduced.
- Increased costs to the users. First of all we are going to have to re-educate all of the contractors currently using the system. This will be a radically different system than what they are currently used to. For the contractors who may only use a small amount of water, this may save them money in the long run. For the large consumers, this will be a definite impact.
- Possible security problems with the manually operated systems. If the key issued is not returned to the City after final use, it may be necessary to change the locks on a periodic basis to prevent unauthorized use. The security cameras should catch any unauthorized use, but they can be damaged or circumvented.

Permanent Fill Stations

Staff feels that the most cost effective method for the permanent stations would be a temporary manual system constructed by City forces for the initial trial run. The contractor or customer would be required to contact the Water Department for a key for access and authorization to use the system. The contractor or customer would be given a log sheet to record their use for billing purposes. The fill station would have an exterior remote water meter register and the contractor would be required to log the start and stop readings. A panel would have a start/stop switch the contractor or customer could use to fill the tank truck. The contractor or customer would be required to turn in the log sheet on a periodic basis for billing. We would propose a deposit for an access key with no additional fees for this system unless we had previously experienced billing problems with the user. This is an honor system, provides no absolute control over usage, and could be prone to abuse if not monitored regularly. We would utilize a locked control panel provide adequate security for the system.

Location

Location of the fill stations will be instrumental to their use. We would propose to have the first station at the Water Department facility on Ramsey Rd. While this location does not necessarily make it economically feasible for contractors and customers on the east side of the City, it would adequately serve the west side. We have considered possibly locating an additional fill station on City property, (perhaps in a Park parking lot or at the Fire Department on 15th St.) to service the east area of the City, and possibly a southern location yet to be determined. Access to each site for the larger trucks will be imperative to acceptance by the users. We would also recommend security cameras at each site. This would prevent a great deal of vandalism. This cost is included in the estimates for each type of station.

Portable Fill Stations

In addition to the permanent fill stations we are proposing to construct a minimum of 6 small portable fill stations, primarily for contractors on the larger developments. These units would be simple meters and backflow devices housed in a tamper proof box that would be installed and removed by the City. The meter would be read prior to installation, on a monthly basis, and upon return. However, these units would only be available from early March through late October as there would be no power source for heat generation. There would be hydrant use permit fees, an installation fee and monthly equipment rental fees. We also would propose a damage deposit, (possibly equal to replacement costs), to ensure that the units are returned in good working order. The fire hydrant permit and installation fees would cover administrative time as well as crew labor for set up and take down. The rental fee should be sufficient to cover anticipated operation and maintenance, repair, and replacement costs. The bulk water rate will need to be sufficient for each system in order to cover the normal costs associated with

pumping water. The initial and operation costs as well as an example of the portable station are included in Appendix 5.

Rates and Fees

We have conducted a preliminary rate analysis to establish a rate and fee schedule for the proposed program. Assumptions used in the analysis were based on the following information:

- The equipment will have an estimated ten year life span and the proposed rates will need to be sufficient for periodic replacement.
- Estimates are included for initial construction costs for the permanent and portable stations.
- Calculations of the estimated use under the current rate schedule.
- A commodity charge will be established, dependent upon the initial cost of the permanent fill stations, which will cover the cost of the water sold, administration costs, daily operation and maintenance, and the eventual replacement of the permanent stations as there are no other permits or fees proposed with the exception of the key deposit.
- The rental fee (per month) for the portable units, (based on an estimated 8 months of use), will be established to cover the cost of operation and maintenance, and eventual replacement based upon the 10 year life expectancy. An installation fee would be established to cover cost of labor for installation, meter reading, and retrieval by City personnel.
- A damage deposit, at least equal to replacement costs, will be established for the portable stations which should encourage the contractors to be more responsible for their condition.

These costs have been thoroughly reviewed, calculated and are listed as follows;

RATES AND FEES FOR THE PERMANENT STATIONS

The estimated initial construction cost for three permanent fill stations is estimated at approximately \$30,000. The stations are expected to have a useful life of ten years before replacement is required. Taking this into account, and deferring cost recovery for those tens years, including an estimated administrative cost of \$2800 for the year for billing purposes, and a base rate of \$.62 per 1000 gallons (residential rate), staff has determined that a fee of **\$1.11 per 1000 gallons** will be necessary to recoup the City's expected costs. The contractor or user will have an initial **\$25 dollar key deposit** to begin using the permanent stations.

Cost Summary

\$25 Key deposit

Bulk rate of \$1.11 per 1000 gallons

RATES AND FEES FOR THE PORTABLE STATIONS

The estimated initial construction costs for six of the portable fill stations is approximately \$12,000. The portable stations are also expected to have a ten year useful life before full replacement will be necessary. By charging a **monthly rental fee of \$25** we expect to recover these costs in the ten year time frame as well as cover some expected maintenance costs. We will also charge an **installation fee of \$100** to cover the costs of installation, meter reading (the units are locked and not accessible to the user), and retrieval. A proposed equipment **damage deposit of \$600** would be assessed to insure that the contractor or user will maintain the unit in good operating condition. After retrieval, inspection and acceptance, the damage deposit would be refunded. A **bulk rate of \$.70 per 1000 gallons** of water used will be charged to cover the costs of the water used and estimated administrative fees for billing. Thus the contractor or user will have an initial cost of \$700 to have the stations installed and begin use.

Cost Summary

\$600 damage deposit

\$100 installation fee

\$25 monthly rental fee (minimum 1 month)

Bulk rate of \$.70 per 1000 gallons

Fines for Illegal Use, Theft, and Damage

In order to make the new program practical, we will need to establish fines to make it illegal for the contractors to draw water from the fire hydrants at any time. Without enforceable fines, we will have no way to encourage the use of the permanent and portable fill stations and the program will inevitably fail. We would propose to establish the fines under a City ordinance and to involve the Police and Fire Departments for enforcement of the fines. We plan to work with the Legal Services to draft a proposed ordinance and will bring this to the Public Works Committee at a later date.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMOS, ASSOCIATE PLANNER
DATE: APRIL 18, 2006
SUBJECT: A-1-06 – ZONING IN CONJUNCTION WITH ANNEXATION
LOCATION: +/- 302.1-ACRE PARCEL BETWEEN ATLAS AND HUETTER ROADS ABUTTING
THE SOUTH BOUNDARY OF THE LANDINGS AT WATERFORD SUBDIVISION

DECISION POINT:

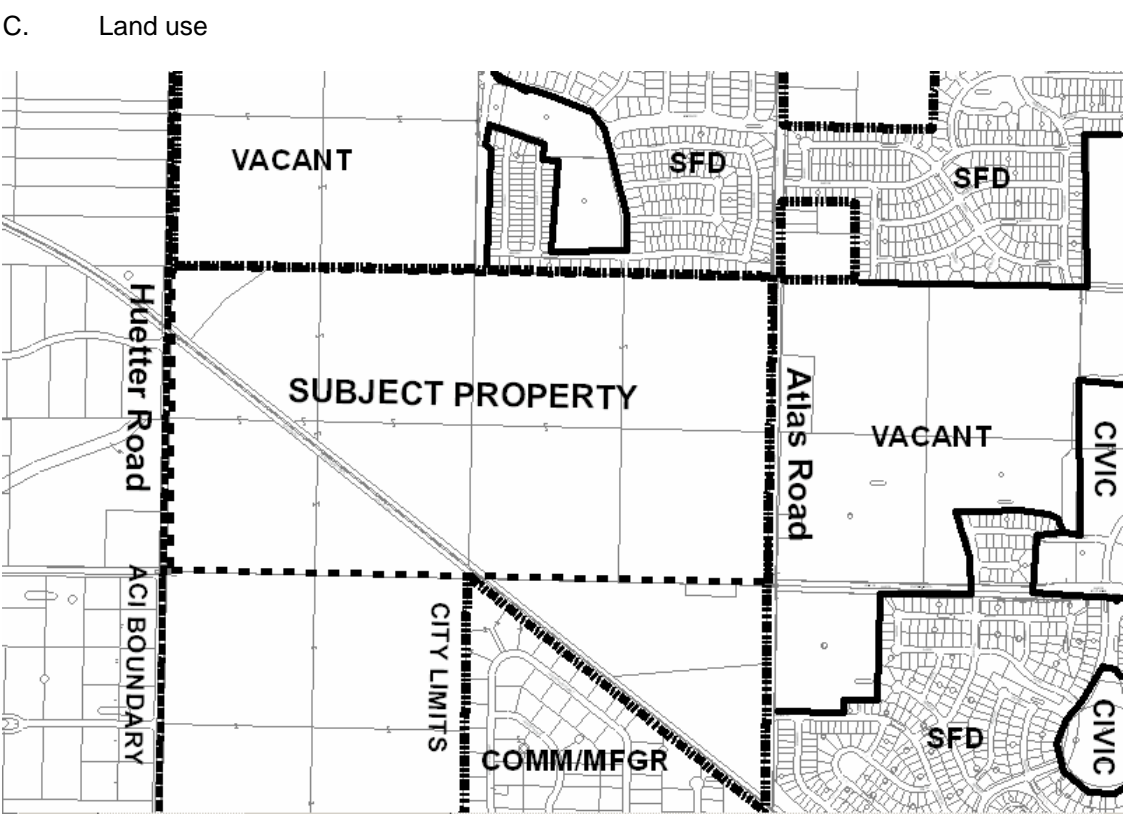
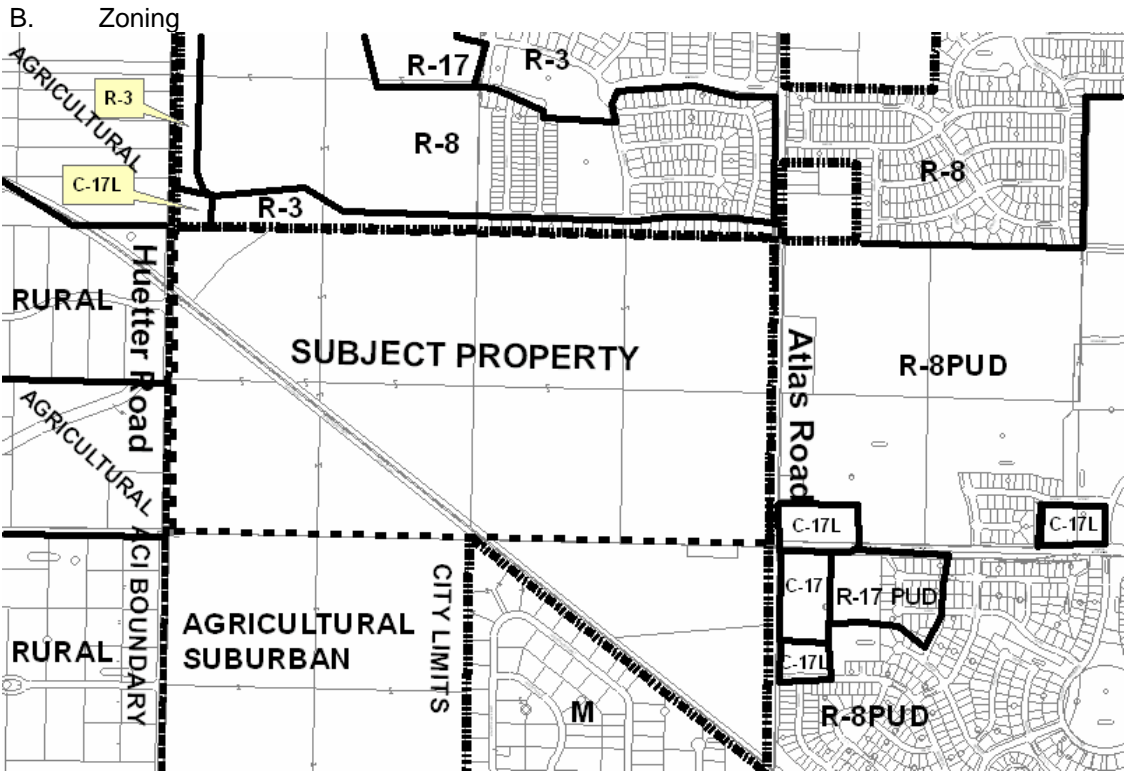
Hayden LLC is requesting:

1. Zoning in conjunction with Annexation from Agricultural to City R-8 (Residential at 8 units/acre) for the entire +/- 302. acre parcel.

GENERAL INFORMATION

A. Site photo





- D. Applicant/ Owner: Hayden, LLC
1400 Northwood Center Ct.
Coeur d'Alene, ID 83814
- E. Land uses in the area include single-family residential, commercial, manufacturing, agriculture and vacant land.
- F. The existing use on the subject property is agriculture.
- G. On March 14, 2006, the Planning Commission approved the following two requests by 5 to 0 votes:
 - 1. A-1-06 - Zoning Prior to Annexation from Agricultural to City R-8 (Residential at 8 units/acre) for the entire +/- 302. acre parcel.
 - 2. S-3-06 - Preliminary Plat approval for "Hawk's Nest" an 867-lot subdivision on +/- 302.1 acres that is proposed to be built in 9 phases over 7 to 10 years.

There was no appeal filed on the Planning Commission's approval of the Preliminary Plat so, the only item that goes forward to the City Council is the annexation request.

PERFORMANCE ANALYSIS:

- A. Zoning:
 - 1. The applicant is requesting R-8 zoning to have a mix of lot sizes ranging in size from (6,263 sq. ft to 20,581 sq. ft.) in order to build four distinct neighborhoods with a mix of housing prices that will give the neighborhoods more diversity.
 - 2. The Urban Reserve designation indicates that overall build out density should be approximately 3 dwelling units/acre. Individual lot size will typically not be smaller than 8,000 sq. ft. (5 du/acre)
 - 3. The R-8 Zone allows single-family, duplex and cluster housing and requires a minimum lot size of 5,500 sq. ft. with 50 feet of frontage on a public street. Coeur d'Alene Place and Sunshine Meadows subdivisions to the east of the subject property are zoned R-8PUD and R-8 respectively. The Landings at Waterford subdivision to the north is zoned R-3, R-8 and R-17.
 - 4. Evaluation: The overall gross density of the approved "Hawk's Nest" preliminary plat subdivision is 2.87units/acre, which is compatible with the 3 dwelling units per acre designation of the Urban Reserve area in the City's Comprehensive Plan.

The proposed zoning is generally compatible with the existing development and zoning in the area, which is single-family development and predominately R-8 or R-8PUD zoning.
- B. **Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.**
 - 1. As shown on the site photo, the subject property is within the Area of City Impact Boundary.
 - 2. The City Comprehensive Plan Map designates the subject property as

Urban Reserve and a Neighborhood Service Node at the intersection of Huetter Road and Hanley Avenue, as follows:

Urban Reserve:

These areas represent the locations where development may occur later in the planning period. These areas represent lower priorities for city growth due to natural constraints such as slope, soils, wetlands, and cultural constraints such as providing city services such as water, sewer, police and fire protection.

Agricultural uses are encouraged to remain as long as the individual farmers can afford.

- Development standards must be sensitive to natural constraints i.e. Water quality, landslide hazards etc.
- Individual subdivision lot size in the more environmentally sensitive areas will typically not be smaller than one dwelling unit/acre (build out density of approximately .1 to .2 du's/acre) although smaller lots may be clustered to preserve agricultural, open space & forest lands.
- Urban services are not expected to serve developments in these areas, except in clusters.
- Pedestrian and/or bicycle access required on collectors.
- In less environmentally sensitive areas, overall build out density approximately three dwelling units/acre. Individual lot size will typically not be smaller than 8,000 sq. ft. (5 du's/acre)
- Neighborhood development:
 - ✓ Urban services
 - ✓ Sidewalks/bike paths
 - ✓ Street trees
 - ✓ Parks
 - ✓ Interconnecting street patterns that account for topography and visual impacts
- Encourage preservation of natural topography and vegetation

Neighborhood Service Node:

These areas are intended to serve residential neighborhoods.

- The maximum size should not be more than 10 acre.
- The design should be compatible with adjacent neighborhoods.
- The development should be accessible by pedestrian, bicycle, and auto.
- Layout should be compact and clustered -- not strip.
- Integration such as parks, post offices and libraries.

3. Significant policies:

- 4A: "Establish limits and priorities of urban services."
- 4A1: "Initial limits should be based upon existing capabilities."
- 4B1: "Annexations should be made within the adopted city impact area."
- 4B2: "Annexations should be effected in a manner that promotes an orderly growth pattern."
- 4C1: Development that proposes to increase the density of a given area

- may be allowed, provided that the increase maintains the character of the community.”
- 4C2: “Urban developments that propose to decrease the need for expanded transportation facilities should be encouraged.”
- 4C3: Population growth should be compatible with preserving Coeur d’Alene’s character and quality of life.”
- 4C4: “Residential and mixed use development should be encouraged.”
- 4C5: “New development should provide for bike paths and pedestrian walkways in accordance with the transportation plan and bike plan.”
- 6A: “Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses.”
- 14A3: “All new developments must provide for immediate hook up to the sanitary sewer system.”
- 14A5: “Assess and design the future needs of City services for those areas outside of the present city limits, but within the planning area.
- 15C: “The water system should be expanded and improved to supply the needs of the planning area residents. The existing water source should be protected to prevent contamination in the existing wells.”
- 15G: “City government should be responsive to the needs and desires of the citizenry.”
- 16H: “The City should support educational efforts to provide the community with an educational process that will meet the academic, emotional, and physical needs of our youth.”
- 16H1: “The City should work cooperatively with the school system to maintain the neighborhood school concept.”
- 18A1: “Continue the program to encourage land dedication, or fees-in-lieu of for new subdivisions or development taxation.”
- 23B1: “New developments should be required to be within an existing sewage service area or provide a system that does not pollute the aquifer.”
- 24C: “Natural vegetative cover should remain as a dominant characteristic of Coeur d’Alene.”
- 23B2: “The City should actively review and/or take appropriate action on any development or plan which might affect the aquifer resource utilized by Coeur d’Alene or others.”
- 42A: “The physical development of Coeur d’Alene should be directed by consistent and thoughtful decisions, recognizing alternatives, affects and goals of citizens
- 42A2: “Property rights of citizens should be protected in land use decisions.”
- 42B2: “Expansion of the City should be based upon conformance to the urban service area.”
- 42B3: “Necessary open space should be obtained in areas of future residential growth within the guidelines of a park and recreation plan.”
- 42C1: “Providing service to new areas should not be at the expense of areas presently being serviced.”
- 46A: “Provide for the safe and efficient circulation of vehicular traffic.”
- 52B: “Promote a high standard of landscaping, building design and community development.”

52B3: "Encourage pedestrian and bicycle oriented neighborhoods."

62A: "Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects."

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

Finding #B9: That public facilities and utilities (are)(are not) available and adequate for the proposed use.

SEWER:

1. The sanitary sewer that is required to provide service to the subject property (Huetter Interceptor) is not yet available. In lieu of the installation, the development will be allowed temporary service into an existing line in Atlas Road. This connection will consist of a design utilizing a temporary sanitary lift station and force main connection to the existing sanitary sewer manhole at the intersection of Hanley Avenue and Atlas Road. All costs associated with this temporary connection will be the responsibility of the developer.

Evaluation: The development will be allowed no more than the 115 temporary connections (Phase I at buildout). At the completion of the 115th hook-up, if the Huetter Interceptor is not operational, no more permits will be allowed.

WATER:

1. There is an existing sixteen inch (16") water main line located in Atlas Road.

Evaluation: This main is sufficient to serve as the supply line to the proposed development.

All water infrastructure improvement requirements were attached as conditions of approval of the subdivision.

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. The stormwater plan will be addressed at the time of the infrastructure improvement plan submittal for the subject property.

TRAFFIC AND STREETS:

The subject property is adjacent to Atlas and Huetter Roads

Evaluation: All traffic analysis and street improvements based on traffic impacts from the approved subdivision were attached as conditions of approval of the subdivision.

Comments submitted by Chris Bates, Engineering Project Manager

FIRE:

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

Submitted by Dan Cochran, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property has gently rolling terrain with no significant topographic features or wetland features.

Evaluation: There are no physical limitations to future development.

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

The subject property is bordered on two sides by major roads that would be able to accommodate the traffic generated by the development. As the subdivision is developed, Hanley Avenue will be built to provide a connection between Atlas and Huetter Roads. At present, the surrounding area is in transition from agriculture to residential development as indicated by residential subdivisions in the area including Coeur d'Alene Place, Sunshine Meadows and The Landings at Waterford.

- C. Items recommended for inclusion in an annexation agreement by the Planning Commission:

None.

- D. Ordinances and Standards Used In Evaluation:
Comprehensive Plan - Amended 1995.
Municipal Code.
Idaho Code.
Wastewater Treatment Facility Plan.
Water and Sewer Service Policies.
Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

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

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

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

[F:staffrptsA106]

Hawk's Nest Neighborhood Comprehensive Plan Analysis

This annexation responds to the goals of the comprehensive plan in the following manner:

- **Justification** – The intent of the annexation and proposed project is to produce a residential development that offers a mix of lot sizes in four distinct neighborhoods. R8 Zoning allows us to do this without the distinct stratification that sometimes draws hard lines and establishes socioeconomic boundaries. This will produce a mix of housing price points that give a neighborhood more diversity.
- **Population** – To guide future planned growth in order to enhance the quality and character of the community while providing and improving the amenities and services available to Coeur d'Alene residents.

Policy A – The annexation happens within areas of service capability both in the near term and the long term.

Policy B – The annexation is being made inside the City's ACI.
- This represents westward expansion of the City.

Policy C – Regional networks of roads are expanded and enhanced.
- The annexation will provide for expansion of adjacent citywide pedestrian & bike circulation systems.
- The annexation will allow for set aside of lands for expansion of the park and open space system

- **Economics** – To maintain and provide for the healthy social & economic well being of residents.

Policy A – The annexation will provide for expansion of adjacent citywide pedestrian & bike circulation systems.

Policy B - N/A

Policy C - The annexation will set the stage for the City to better serve existing developments as well as providing for future projects to the south of this one.

- **Public Services** – Public services should fulfill present needs and anticipated future needs.

Policy A - This annexation will improve levels of service to existing developments and set the stage for provision of adequate services in areas to the south of the site.

Policy B - Stormwater will be managed consistent with City SWMP.

Policy C - Water system needs will be met. Owner has previously facilitated City Acquisition of Land for new water tower. Well site is also being given to the City.

Policy D - The annexation is a logical westward expansion of the City, expanding protection coverage in a consistent manner.

Policy E - N/A

Policy F - Dry utilities will be placed underground.

Policy G - This annexation will be subject to all State & City Rules & Procedures.

Policy H - The site is served by two (2) school districts that will provide service to residents.

Policy I - Universal Design Standards for barrier free access will be utilized for site design components.

- **Recreation** – Provide and maintain adequate recreation area and facilities for Coeur d'Alene residents.

Policy A - Parkland will be set aside as part of this development.

Policy B - Land for a networked neighborhood park will be set aside as part of this development.

Policy C - The park will be developed in accordance with the Coeur d'Alene Long Range Plans for Parks & Recreation.

Policy D - The development will expand the existing pedestrian/bike network.

- **Natural Resources** – Environmental quality and our natural resources are important assets of Coeur d'Alene and should be preserved.

Policy A - N/A

Policy B - The Aquifer will be protected by ordinances that regulate water, wastewater, stormwater & wellhead protection.

Policy C - N/A

Policy D - A development wide network of walks and multi-mode paths will connect to adjacent networks.

Policy E - N/A

Policy F - A development wide network of walks and multi-mode paths will connect to adjacent networks.

Policy G - N/A

- **Land Use** –Urban development should occur at a minimal impact to the general public and individual property owners while ensuring the wise use of Coeur d'Alene's land resources.

Policy A - All decisions related to this case will be made through advertised public processes adjudicated by the City.

Policy B - The City's Development Standards will apply to all development; ability to serve adjacent areas will be enhanced, parkland will be set aside.

Policy C - Annexation and development of this parcel will not adversely impact adjacent developments in the City.

- **Transportation** – Provide for the safe and efficient circulation of vehicular traffic.

Policy A - The proposed development will be built to current standards minimizing cul-de-sacs; east-west arterials will be expanded and access points coordinated to mitigate congestion

Policy B - N/A

Policy C - N/A

Policy D - The annexation and resulting development will offer an extensive bike & pedestrian network linked to adjacent developments.

Policy E - N/A

Policy A - The annexation & proposed development have come through the pre-design process and will adhere to ongoing review procedures if approved.

Policy B - N/A

Policy C - N/A

Policy D - The annexation & proposed development will attempt to create a distinct residential neighborhood, with extensive street trees, buffers and pathways all working in concert to give streets identity and produce compatibility with adjacent city neighborhoods with similar densities and a mix of lot sizes.

Policy E - N/A

Applicant: Tim Mueller
Location: Adjacent to the Landings at Waterford between Atlas & Huetter Roads

Request Proposed zoning prior to annexation from County Agricultural to City R-8 (Residential at 8 units/acre) zoning district QUASI-JUDICIAL (A-1-06)

Associate Planner Stamosos presented the staff report, gave the mailing tally as 0 in favor, 1 opposed, and 5 neutral, and answered questions from the Commission.

Engineering Services Director Dobler noted a change to condition number three in the staff report and then read the proposed change to the Commission. He commented staff has spent a lot of time reviewing the conditions with the applicant for this project and is confident that all issues have been addressed.

Public testimony open:

Jon Mueller, applicant representative, 611 Sherman Avenue, Coeur d'Alene, commended staff for the new subdivision process that is required prior to submitting an application and how it has been a great experience to have any problems addressed early before having a hearing. He explained in detail the project to the Commission and commented that the project is similar to Sunshine Meadows that has been a success. He then presented a power point presentation to the Commission explaining the entire project and then asked if the Commission had any questions.

Commissioner Bowlby inquired how much land would be included with the proposed park.

Mr. Mueller commented that he would estimate that the neighborhood park would be ten to twelve acres.

Commissioner Souza inquired how soon the applicant would donate the park to the City.

Mr. Mueller replied that the park would be donated as soon as it is developed. He added that the staff report is great and that all the conditions are acceptable.

Commissioner Souza questioned if the applicant agrees with the list of conditions listed in the staff report from the Parks Department.

Mr. Mueller answered that items b through g have been discussed and approved. He noted that item 13 regarding the development of grade separations is being discussed with the City and will be addressed in the annexation agreement. He commented that the City has not acquired the property yet from the railroad and when that happens we will accommodate the condition but that will not happen until the City owns the property. He continued that he feels it is not fair to have to accommodate this as a condition until the City owns the property.

Deputy City Attorney Wilson commented that staff and the applicant are working on this issue and feels that by including this condition in the Annexation Agreement will give staff more time to solve the issue. He added that he is confident this will be a win/win situation for the City and the Developer.

Commissioner Bowlby commented if the applicant has discussed with the Post Falls School District the issues regarding the need for an elementary school and how important it is that the developer address these issues with the school district.

Mr. Mueller commented that he has had discussions with Jerry Keane of the Post Falls School District and is aware of the need for a new school and told Mr. Keane that they are willing to help with any issues impacting the district regarding this development.

Commissioner Bowlby commented that she feels that it is the responsibility for the development to pay for additional schools if needed.

Commissioner Souza inquired if fencing is proposed for the project.

Mr. Mueller replied that fencing would be placed around the perimeter of the development including the double frontage lots on the property. He added that they are still looking at different types of fencing material that is not as shiny and will be looking at different options in the future.

Commissioner Souza questioned if the applicant feels that there is enough entries into the development that people on bikes and walkers can safely get in and out of the development.

Mr. Mueller pointed on a map the various entries proposed into the development. He added that there have been many discussions with the Bike/Ped Committee to include the placement of class one and two trails within this development.

Commissioner Bowlby commented that she is concerned with the placement of solid fencing next to the road creating a solid barrier that is not safe for people who use the trail, especially children.

Mr. Mueller explained that the fence would be placed so that there will be a distance between the trail and Atlas road with the trail designed to pull away from the street. He commented that they are researching a different type of fence material that is see-through that would probably work with this project.

Steve Syrcle, Inland Northwest Consultants, explained how the water and sewer master plan will work with this development and how the implementation of the City's new subdivision process worked well with getting issues addressed with this project.

Commissioner Souza expressed a concern that the park will be used for storm water drainage and asked the applicant to promise that this will not happen to this project.

Mike Gridley, 2913 Fernan Road, Coeur d'Alene, commented that as the Vice Chairman of the North Idaho Centennial Trail Foundation that there group fully supports the Centennial trail with future developments linking trails together in North Idaho. He presented to the Commission an overview of how the Centennial Trail will link to the prairie in the future. He expressed thanks to the developer for the integration of Ped/Bike comments into their designs and for the support of grade separated crossings at all locations to ensure safety for everyone who will be using the trail system in the future.

Commissioner Souza inquired if an equestrian trail is planned in the future.

Mr. Gridley commented that these trails are required to be separated from the other trails but in the future could be a possibility.

Commissioner Bowlby inquired if he could estimate how soon the railroad acquisition would take place.

Mr. Gridley commented that hopefully in 2006 they would be abandoned.

Doug Eastwood, City Parks Director, 710 Mullan Avenue, Coeur d'Alene, complimented the Hawks Nest team for working with staff on various issues associated with this project including issues dealing with grade separations.

He added that he believes that it is a goal for both the City and developer to provide a safe environment for everyone using the trail system in the future. He commented that this project will be a great asset to the community.

Commissioner Bowlby questioned if staff was comfortable with the amount of acreage provided by the developer for a park.

Mr. Eastwood commented that the first time this plan was submitted staff was not comfortable with the amount presented by the developer but now what is proposed is an adequate amount that will provide a great trailhead.

Commissioner Bowlby inquired if the applicant feels that an R-8 is appropriate zoning for this parcel.

Mr. Mueller commented that they feel an R-8 is compatible with the surrounding neighborhood, which will allow them to be creative in the designing of the project.

Motion by Bowlby, seconded by Jordan, to approve Item A-1-06. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Jordan	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Rasor	Voted	Aye
Commissioner Souza	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on March 14, 2006, and there being present a person requesting approval of ITEM A-1-06, a request for zoning prior to annexation from County Agricultural to City R-8 (Residential at 8 units/acre)

LOCATION: +/- 302.1-acre parcel between Atlas and Huetter Roads abutting the south boundary of the Landings at Waterford Subdivision

APPLICANT: Hayden LLC

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

- B1. That the existing land uses are single-family residential, commercial, manufacturing, agriculture and vacant land.
- B2. That the Comprehensive Plan Map designation is Urban Reserve
- B3. That the zoning is County Agricultural.
- B4. That the notice of public hearing was published on February 25, 2006, and March 6, 2006, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 23 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 24, 2006, and 6 responses were received: 0 in favor, 1 opposed, and 5neutral.
- B7. That public testimony was heard on March 14, 2006.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

4B1: "Annexations should be made within the adopted city impact area."

The subject property is within the Area of City Impact and adjacent to the Landings at Waterford subdivision, which is in the City.

4B2: "Annexations should be effected in a manner that promotes an orderly growth pattern."

The proposed annexation is contiguous to existing City boundary.

4C5: "New development should provide for bike paths and pedestrian walkways in accordance with the transportation plan and bike plan."

The proposed subdivision has a bike and pedestrian trail system that works for the development.

14A3: "All new developments must provide for immediate hook up to the sanitary sewer system."

This proposed development will hook up to the City sewer system.

15C: "The water system should be expanded and improved to supply the needs of the planning area residents. The existing water source should be protected to prevent contamination in the existing wells."

Adequate water will be provide to the development.

42B3: "Necessary open space should be obtained in areas of future residential growth within the guidelines of a park and recreation plan."

There is adequate parks, open space and streets.

52B: "Promote a high standard of landscaping, building design and community development."

The applicant will provide bike and pedestrian connectivity with the adjoining subdivision.

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

This is based on the staff report.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography throughout the site is flat with existing grassland.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because it is adjacent to two major roads, there will be a traffic signal at Atlas Road and Hanley Avenue, the proposed development is compatible with the surrounding area and the zoning is appropriate for the area.

C. ORDER: CONCLUSION AND DECISION

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

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

1. Consider grade separations where bike/pedestrian trails cross a street.

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

ROLL CALL:

Commissioner Bowlby	Voted Aye
Commissioner Jordan	Voted Aye
Commissioner Messina	Voted Aye
Commissioner Rasor	Voted Aye
Commissioner Souza	Voted Aye

Motion to approve carried by a 5 to 0 vote.


CHAIRMAN JOHN BRUNING

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

A. INTRODUCTION

This matter having come before the City Council on April 18, 2006 and there being present a person requesting approval of ITEM A-1-06, a request for zoning prior to annexation from County Agricultural to City R-8 (Residential at 8 units/acre)

LOCATION: +/- 302.1-acre parcel between Atlas and Huetter Roads abutting the south boundary of the Landings at Waterford Subdivision

APPLICANT: Hayden LLC

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

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

- B1. That the existing land uses are single-family residential, commercial, manufacturing, agriculture and vacant land.
- B2. That the Comprehensive Plan Map designation is Urban Reserve
- B3. That the zoning is County Agricultural.
- B4. That the notice of public hearing was published on April 1, 2006, and April 11, 2006, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 23 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 31, 2006 and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on April 18, 2006.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

Criteria to consider for B9:

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

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

Criteria to consider for B10:

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

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

Criteria to consider for B11:

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

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **HAYDEN LLC** for zoning prior to annexation, as described in the application should be **(approved) (denied) (denied without prejudice)**.

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

1. Consider grade separations where bike/pedestrian trails cross a street.

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

ROLL CALL:

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

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 31-Mar-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2006	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$152,380	\$76,743	50%
	Services/Supplies	23,345	8,297	36%
Administration	Personnel Services	364,030	196,039	54%
	Services/Supplies	54,290	23,490	43%
Finance	Personnel Services	520,965	257,416	49%
	Services/Supplies	124,220	46,404	37%
Municipal Services	Personnel Services	581,262	276,924	48%
	Services/Supplies	352,339	190,524	54%
	Capital Outlay	14,000	13,526	97%
Human Resources	Personnel Services	167,065	83,575	50%
	Services/Supplies	53,952	15,950	30%
	Capital Outlay			
Legal	Personnel Services	925,404	459,024	50%
	Services/Supplies	107,986	43,438	40%
	Capital Outlay			
Planning	Personnel Services	408,242	206,847	51%
	Services/Supplies	23,900	27,882	117%
Building Maintenance	Personnel Services	154,053	71,300	46%
	Services/Supplies	181,100	71,800	40%
	Capital Outlay			
Police	Personnel Services	6,395,776	3,192,201	50%
	Services/Supplies	465,402	431,942	93%
	Capital Outlay	206,626	175,928	85%
Fire	Personnel Services	4,204,574	2,164,864	51%
	Services/Supplies	330,789	166,712	50%
	Capital Outlay		116,552	
General Government	Personnel Services	62,400	3,688	6%
	Services/Supplies	71,822	71,822	100%
Local Law Enforcemnt Grant	Services/Supplies	17,520	18,185	104%
Byrne Grant (Federal)	Personnel Services	13,883	1,834	13%
	Services/Supplies	43,944	18,555	42%
	Capital Outlay			
COPS Grant	Services/Supplies	317,450	129,234	41%
Byrne Grant	Personnel Services	35,044	31,536	90%
	Services/Supplies	3,000	431	14%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	7,000	29%
	Capital Outlay		2,443	

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SIX MONTHS ENDED
31-Mar-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2006	PERCENT EXPENDED
US Streets	Personnel Services	1,617,693	727,402	45%
	Services/Supplies	454,450	180,154	40%
	Capital Outlay	465,000	114,221	25%
Growth Services	Personnel Services	1,212,257	550,653	45%
	Services/Supplies	697,873	34,512	5%
	Capital Outlay	30,000	17,844	59%
Parks	Personnel Services	884,276	355,606	40%
	Services/Supplies	262,900	52,583	20%
	Capital Outlay	58,000		
Recreation	Personnel Services	505,020	211,935	42%
	Services/Supplies	164,475	82,827	50%
	Capital Outlay	20,000	3,600	18%
City Properties	Capital Outlay	251,697		
Total General Fund		<u>23,024,544</u>	<u>10,933,443</u>	<u>47%</u>
Library	Personnel Services	720,012	362,999	50%
	Services/Supplies	111,614	35,217	32%
	Capital Outlay	41,024	258,653	630%
Cemetery	Personnel Services	146,252	66,578	46%
	Services/Supplies	92,080	28,885	31%
	Capital Outlay	24,000		
Impact Fees	Services/Supplies	1,972,000	1,254	0%
Annexation Fees	Services/Supplies	410,000	410,000	100%
Parks Capital Improvements	Capital Outlay	370,000	236,426	64%
Insurance	Services/Supplies	275,500	56,646	21%
Total Special Revenue		<u>4,162,482</u>	<u>1,456,658</u>	<u>35%</u>
Debt Service Fund		<u>1,428,674</u>	<u>964,512</u>	<u>68%</u>
Ramsey Road	Capital Outlay	1,082,000	12,683	1%
Government Way - Phase 2	Capital Outlay		1,736	
Kathleen & Atlas Signal	Capital Outlay	230,000	12,793	6%
Ped Ramps	Capital Outlay		11,032	
Northwest Boulevard	Capital Outlay		3,200	
4th St - Anton to Timber	Capital Outlay		357,542	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	694,580		
Seltice Way	Capital Outlay		121,200	
US Bank Grant - Seltice	Capital Outlay	10,000		
Front Street	Capital Outlay		1,647	
Total Capital Projects Funds		<u>2,016,580</u>	<u>521,833</u>	<u>26%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SIX MONTHS ENDED
31-Mar-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2006	PERCENT EXPENDED
Street Lights	Services/Supplies	491,711	210,914	43%
Water	Personnel Services	1,122,946	510,972	46%
	Services/Supplies	2,648,027	500,331	19%
	Capital Outlay	5,123,000	1,860,602	36%
	Debt Service	340,500	22,750	7%
Water Capitalization Fees	Services/Supplies	1,400,000		
Wastewater	Personnel Services	1,687,809	736,448	44%
	Services/Supplies	2,890,500	635,733	22%
	Capital Outlay	10,025,200	2,495,260	25%
	Debt Service	919,950	85,675	9%
WW Capitalization	Services/Supplies	4,234,109		
Sanitation	Services/Supplies	2,701,122	1,227,477	45%
Public Parking	Services/Supplies	172,249	67,512	39%
	Capital Outlay	300,000		
Stormwater Mgmt	Personnel Services	327,003	140,780	43%
	Services/Supplies	339,134	264,801	78%
	Capital Outlay	465,000	222,765	48%
Total Enterprise Funds		<u>35,188,260</u>	<u>8,982,020</u>	<u>26%</u>
Kootenai County Solid Waste			34,349	
Police Retirement		234,000	116,250	50%
Cemetery Perpetual Care		101,000	50,540	50%
Jewett House		18,860	6,772	36%
Reforestation		23,200	779	3%
CdA Arts Commission		5,000	829	17%
Public Art Fund		20,000	2,862	14%
Public Art Fund - LCDC		20,000	19,972	100%
Public Art Fund - Maintenance		1,000	212	21%
Fort Sherman Playground		1,000		
KMPO		181,797	158,884	87%
Business Improvement District		122,000	60,000	49%
Homeless Trust Fund		5,000	1,674	33%
Total Trust & Agency		<u>732,857</u>	<u>453,123</u>	<u>62%</u>
TOTALS:		<u><u>\$66,553,397</u></u>	<u><u>\$23,311,589</u></u>	<u><u>35%</u></u>

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

FUND	BALANCE 2/28/06	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/06
<u>General-Designated</u>	\$1,046,126	\$27,877	\$6,011	\$1,067,992
<u>General-Undesignated</u>	7,683,804	7,826,404	8,221,254	7,288,954
<u>Special Revenue:</u>				
Library	120,316	11,622	198,734	(66,796)
Cemetery	19,902	17,552	20,545	16,909
Parks Capital Improvements	325,279	2,614	5,474	322,419
Impact Fees	3,421,732	156,529	1,839	3,576,422
Annexation Fees	39,407	14,364		53,771
Insurance	1,056,136	31,389	1,192	1,086,333
<u>Debt Service:</u>				
2000 & 2002 G.O. Bonds	(119,556)			(119,556)
LID Guarantee	233,273	674		233,947
LID 124 Northshire/Queen Anne/Indian Meadows	102,111			102,111
LID 127 Fairway / Howard Francis	103,675			103,675
LID 129 Septic Tank Abatement	307,440	1,365		308,805
LID 130 Lakeside / Ramsey / Industrial Park	299,187	171		299,358
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	89,772	340		90,112
LID 137 Govt Way / Kathleen / WWTP Cap Fees	63,883	11,376		75,259
LID 143 Lunceford / Neider	33,553			33,553
LID 146 Northwest Boulevard	258,139			258,139
LID 148 Fruitland Lane Sewer Cap Fees	1,561	18,964		20,525
<u>Capital Projects:</u>				
Street Projects	(661,216)	188	15,829	(676,857)
<u>Enterprise:</u>				
Street Lights	(116,915)	38,880	48,068	(126,103)
Water	2,771,459	200,918	287,945	2,684,432
Water Capitalization Fees	2,348,374	87,616	25,275	2,410,715
Wastewater	1,502,648	412,766	817,870	1,097,544
Wastewater-Reserved	1,368,580	26,500		1,395,080
WWTP Capitalization Fees	4,075,573	279,473	8,364	4,346,682
WW Property Mgmt	60,668			60,668
Sanitation	134,295	272,694	261,467	145,522
Public Parking	503,375	11,870	13,369	501,876
Stormwater Mgmt	137,373	110,519	77,694	170,198
Water Debt Service	116	1		117
Wastewater Debt Service	313	1		314
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	34,349	246,789	34,349	246,789
LID Advance Payments	8,813			8,813
Police Retirement	1,398,793	22,038	20,430	1,400,401
Cemetery P/C	1,937,517	5,100	13,385	1,929,232
Sales Tax	849	1,353	849	1,353
Fort Sherman Playground	7,780	23		7,803
Jewett House	10,086	29	1,396	8,719
KCATT	3,034	8		3,042
Reforestation	188,315	6,509	3,800	191,024
CdA Arts Commission	757	102	20	839
Public Art Fund	55,489	161	2,742	52,908
Public Art Fund - LCDC	75,747	218		75,965
Public Art Fund - Maintenance	58,845	170	37	58,978
KMPO - Kootenai Metro Planning Org	31,839	2,901		34,740
BID	70,857	4,956		75,813
Homeless Trust Fund	270	327	270	327
GRAND TOTAL	\$31,093,724	\$9,853,351	\$10,088,208	\$30,858,867

AMENDED AGENDA

**ADDENDUM AGENDA
NO. 1**

Coeur d'Alene City Council Meeting

APRIL 18, 2006

6:00 P.M.



J. OTHER BUSINESS

2. RESOLUTION 05-028 – WWTP: Pilot Test Rental Agreements

Staff Report

**CITY COUNCIL
STAFF REPORT**

DATE: February 21, 2006
FROM: David E. Shults, Capital Program Manager *Des*
SUBJECT: Agreements for Rental of Wastewater Pilot Test Equipment

DECISION POINT:

The City Council is requested to authorize agreements with U S Filter, Parkson Corporation, and Zenon Environmental for rental of three different types of pilot testing equipment for assessing future wastewater treatment plant upgrade options.

HISTORY:

Planning is underway for amending the City's 20-year wastewater treatment facility plan in anticipation for changes to the NPDES discharge permit. EPA and the regulatory agencies in Idaho and Washington are working toward establishment of new discharge limits that are intended to protect water quality of the Spokane River and its impoundments. The new permit for Coeur d'Alene is expected to require very restrictive effluent phosphorus discharge limits that are as tough as any in the nation. The existing process equipment at the plant is not capable of reducing phosphorus to the amount that will be allowed. Additionally, there are very few known processes that have the capability to reliably reduce phosphorus to the degree required. Wastewater staff and consultant, HDR Engineering, have studied the available technology, and have identified several types of process equipment that may possibly work. Pilot testing for each of these options at Coeur d'Alene's treatment plant is recommended to determine whether any of the methods is capable of achieving the necessary results. Testing began last summer with equipment from Blue Water Technologies, and is expected to be completed this year. Pilot testing is desired for three additional technologies, and agreements are necessary for testing to begin in May 2006.

FINANCIAL ANALYSIS:

US Filter Trident Pilot Test Equipment, Shipping, Start-up	45,000
Parkson DynaSand Pilot Test Equipment, Shipping, Start-up	56,500
Zenon ZeeWeed Pilot Test Equipment, Shipping, Start-up	20,000
Additional costs of concrete pad, power, phone, piping, testing, engineering support, completion of Blue Water pilot testing	<u>80,000</u>
Total	201,500

The City's 2005-06 Financial Plan approved \$100,000 for pilot testing. The Wastewater Fund has sufficient reserves for funding the balance.

DISCUSSION:

HDR Engineering and the city's wastewater staff have identified three different types of technology that may be candidates for considering in the future design of the Phase 4B upgrade project: Dual Sand Filtration, Up-flow Clarification with Mixed Media Filtration, and Microfiltration. Each option is represented by a company that provides a package of pilot testing equipment that is provided to interested parties for a fee. The sand filtration technology is available through two different companies. Testing is underway regarding Blue Water Technologies. The cost for renting a pilot test package for a month ranges from \$25,000 to \$50,000. Other costs include those for freight, personnel to monitor, electrical connections, piping, communications, and lab testing. Contracts and arrangements for scheduling the pilot test packages must be made right away in order for the equipment to be functioning in the spring when the

data collected will be most useful. Procurement regulations allowed the City Council to declare sole source procurement for such equipment that is necessary for trial use or testing. Publication in the official newspaper of this intent was done on February 24, 2006.

RECOMMENDATION:

The City Council is requested to authorize agreements with U S Filter, Parkson Corporation, and Zenon Environmental for rental of three different types of pilot testing equipment for assessing future wastewater treatment plant upgrade options.

des1167

RESOLUTION NO. 06-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED AGREEMENTS FOR SOLE SOURCE PROCUREMENT OF PILOT TESTING SERVICES AND EQUIPMENT FOR ASSESSING FUTURE WASTEWATER TREATMENT PLANT UPGRADE OPTIONS.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the Agreements as listed below pursuant to the terms and conditions set forth in the Agreements attached hereto as Exhibits "1 through 3" and by reference made a part hereof as summarized as follows:

- 1) Approval of a Rental Agreement with U.S. FILTER MEMCOR for the trial equipment Trident HS Unit;
- 2) Approval of a Rental Agreement with ZENON Environmental for ZeeWeed 500 pilot equipment;
- 3) Approval of a Rental Agreement with the Parkson Corporation for a DynaSand D2 Advanced Filtration System Pilot test;

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; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements 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 so long as 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 agreements on behalf of the City.

DATED this 18th 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 _____.



MICROFLOC[®] TRIDENT[®] HS

PILOT TRIAL PROPOSAL

Coeur d' Alene, ID

for

HDR

**U.S. Filter Memcor
DATE: February 7, 2006**

USFILTER MEMCOR TRIAL EQUIPMENT RENTAL AGREEMENT FOR TRIDENT HS UNIT

This Agreement is entered into this **4/18**/day of **2006**, between USFilter / Wastewater Group, Inc., with its principal office at 600 Arrasmith Trail, Ames, Iowa 50010, ("Memcor") and **Customer** ("City of Coeur D'Alene Wastewater Department").

IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, USFILTER/WASTEWATER GROUP, INC. AND CUSTOMER AGREE AS FOLLOWS:

1. Rental of Equipment. Subject to the terms and conditions hereof, Memcor hereby agrees to lease to Customer and Customer hereby agrees to lease from Memcor the Equipment as listed on Schedule A and each agrees to the Scope of Work as stated on Schedule B. A Memcor Trial Process Engineer will commission the Equipment on the date stated on Schedule A.
2. Term. The Term of this Agreement shall commence upon the trial start date and end, unless sooner terminated or extended, on the trial end date as stated on Schedule A. Any period of time less than one month shall be billed at the full period rate.

If the trial is not complete at the trial end date or for such other reason as determined by the Customer, the lease may continue as required lease upon receipt by Memcor of Customer's intention to continue the Agreement. The notice shall be in the form as set forth on Schedule A and shall be sent via facsimile.

3. Fees. Customer shall pay a fee of **\$5,000.00** for start-up, freight, & service, and a weekly rental fee of **\$10,000.00** per week for a three (3) week pilot period. At the end of the trial period the customer may extend the lease. The start-up and service fee includes three days of service for the installation, start-up and on-site training by Memcor personnel of all necessary personnel involved with the operation of the Equipment. The rental fee includes the Trident HS unit and ancillary equipment included in the trailer and listed in schedule A and a person to run the unit.

If the lease continues after the trial end date as an extended lease, Customer shall pay a weekly rental charge of **\$8,000.00** per week for the Equipment.

All charges will be invoiced by Memcor and shall be paid by Customer within 30 days of invoice.

4. Taxes. Customer shall be liable for any and all taxes imposed by any authority on rental or sale of the Equipment including but not limited to any sales or use tax.
5. Delivery, Use and Care. The Equipment will be shipped to the Customer F.O.B. shipping point and returned to Memcor F.O.B. Delivered. The Equipment shall be kept and used at the Customer's test site and shall not be moved without the prior consent of Memcor. Customer shall properly document the performance of the Equipment as directed during the on-site training by Memcor personnel which shall include daily entries to trial log sheets furnished by Memcor and agrees to use the Equipment only in operations consistent with the operating conditions and manual.
6. Title. Title to the Equipment shall remain with Memcor and Customer shall not permit any lien, or security interest to be placed on or against the Equipment.

7. Maintenance and Repairs. Customer agrees to notify Memcor when the Equipment needs repair or maintenance or at the time of any accident affecting the Equipment. Notice may be made via the telephone but, if an accident, Customer shall set forth the relevant facts in writing and shall forward it to Memcor via facsimile. At the time of notification, Memcor will advise Customer of proper action to be taken.

Customer agrees to prohibit anyone other than persons approved by Memcor from making any repairs or adjustments to the Equipment. The repair and maintenance shall be done in accordance with good maintenance procedures and by following repair and maintenance standards as set forth in Memcor operating procedures manuals available from Memcor. Such procedure includes the use of chemicals approved by Memcor. In addition, Customer shall not, without prior approval of Memcor, affix or install any accessory, attachment, or other device to any Equipment.

8. Responsibility of Customer. Customer's responsibility for the Equipment shall commence upon delivery of the Equipment to the job site and continue until the Equipment is shipped to Memcor. Customer shall indemnify and hold Memcor harmless from any claim or damage arising in connection with such Equipment from any cause. The **customer** is typically responsible for water, power, and proper discharge of flow streams. In addition, the **customer** is responsible for any outside laboratory testing and associated expenses, unless otherwise negotiated with USFilter. Costs associated with the electrical hookups are the responsibility of the **customer**. We respectfully request that the test site location, source water, and power supply be available upon our arrival, thus avoiding delays. Additional, costs for all permits necessary for discharging filtered and backwash water to the receiving stream are the responsibility of the **customer**.
9. Termination. Either party may terminate this agreement by giving 15 days written notice to the other party. Customer shall return the Equipment to Memcor, within two weeks from the termination date at Customer's expense. The rights of the parties which have accrued prior to termination shall not be affected by termination.
10. Return Condition of Equipment. When received by Memcor, Equipment shall be in the same operating condition and order and shall have the same general appearance as when received by Customer at the beginning of the trial (reasonable wear and tear excepted).
11. Insurance. Customer shall provide and pay for insurance protecting the Equipment against physical loss or damage in an amount equal to the full insurable value of the Equipment (\$175,000.00). Customer shall also maintain the Customer's customary liability insurance for protection against bodily injury and property damage caused or arising out of Customer's possession, use, and operation of the Equipment.
12. Notice. Notices shall be sent by certified mail or some other carrier which will verify receipt and shall be sent to the addresses for each party as noted on page 1 of this Agreement.
13. Assignment. Customer shall not assign this Agreement without the prior written consent of Memcor.

14. Default. Any one or more of the following shall constitute an event of default:
- (a) Failure by Customer to pay an invoice payable to Memcor within sixty (60) days after the due date hereof; or
 - (b) Failure by Customer to perform any other provision of this Agreement, if such failure shall continue for a period of thirty (30) days after written notice thereof by Memcor to Customer; or
 - (c) The making or permitting by Customer of any unauthorized use, assignment or transfer of the Equipment.

If either party shall default in its obligations under this Agreement, and does not cure such default as provided for in this Section 16 or, if no such cure time is provided, within fifteen (15) days of written notice of such default, then the other party may terminate this Agreement by written notice of such termination. The remedies provided by this Agreement shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available at law or in equity.

15. Warranty. Memcor shall deliver the Equipment free of defect in workmanship and material at the time and place of delivery. **MEMCOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES AS TO THE QUALITY OF ANY GOODS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.** In no event shall Memcor be responsible for special, incidental or consequential damages. If customer purchases the Equipment, Memcor shall supply customer with Memcor's standard warranty as stated in Memcor's standard terms and conditions.
16. Governing Law. This Agreement is governed by laws of the state of **Idaho, Kootenai County**.
17. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, MEMCOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND MEMCOR'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE AGREEMENT PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.**
18. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Equipment. This Agreement may not be amended or modified without the prior written consent of both parties.

U.S. FILTER MEMCOR

By: _____

Brian Primrose

Name

Pilot Fleet Manager

Title

CUSTOMER

CITY OF COEUR D'ALENE

By: _____

SandI Bloem

Name

Mayor

Title

SCHEDULE A

DESCRIPTION OF EQUIPMENT

UNIT:

Memcor will supply a **Trident HS** trial unit. This unit contains an upflow tube section followed by a buoyant media AC section and finishing with a conventional media filter.

PROPER VOLTAGE FOR UNIT:

Standard voltage for the HS unit is 480 VAC, 3 phase. Please indicate if the electrical supply is different from this standard.

480 VOLT, THREE PHASE (50 Amp)	Provided
220 VOLT, THREE PHASE	N/A
SPECIAL VOLTAGE REQUIREMENT	N/A
CHARGE FOR SPECIAL VOLTAGE	N/A

Memcor rental charge includes the following equipment:

<u>Item</u>	<u>Number</u>	<u>Description</u>
1.	1 (one) ea.	Microfloc Trident HS trailer unit, comprised of a tube settler section, Adsorption clarifier section & mixed media filter.

PROPOSED TRIAL DATES:

Subject to agreement by Customer and Memcor at time of order entry and availability of proposed pilot equipment and technical support personnel.

EQUIPMENT DELIVERY DATE	May 1 st 2006
TRIAL START DATE	May 8 th 2006
TRIAL END DATE	June 9 th 2006
DATE MEMCOR SERVICE ENGINEER ON CUSTOMER'S SITE	May 8 th 2006

IF EXTENDING TO A MONTH-TO-MONTH LEASE, CUSTOMER SHALL GIVE WRITTEN NOTICE AS FOLLOWS WHICH SHALL BE SIGNED BY AN OFFICER OF THE CUSTOMER:

PLEASE ACCEPT THIS NOTICE OF CUSTOMER'S INTENTION TO EXTEND THE TRIAL EQUIPMENT RENTAL AGREEMENT FOR **CUSTOMER** TO A MONTH-TO-MONTH LEASE. CUSTOMER AGREES THAT ALL TERMS IN THIS AGREEMENT APPLY TO THE EXTENSION. AS A RESULT, THIS AGREEMENT WILL NOT END ON (FILL IN TRIAL END DATE AS LISTED ABOVE). PLEASE ADJUST YOUR RECORDS ACCORDINGLY.

DATE OF NOTICE

SIGNATURE AND TITLE

SCHEDULE B

SCOPE OF WORK

MEMCOR:

Will supply equipment as described in schedule A. As part of commissioning services Memcor will supply supervision of equipment start up, check hydraulic and electrical connections and provide operator training.

CUSTOMER:

Customer will supply Licensed electrician and plumbing services for interconnecting piping and system hookup to power source, and water source and discharge.

CONSIDERATIONS

While many issues have no effect on the cost of the pilot if taken into account prior to shipping the equipment, making changes on site can be costly. Please review the following carefully and mark the appropriate blanks

Supply	Customer is responsible for a suitable source that can be used to supply the pilot unit. The Trident HS requires prescreening, of the raw feed water in order to remove larger matter. The 500 micron strainers will screen out large particulate from all feed water. If no prescreening of the feed water is available please indicate. _____ Water must be delivered to the pilot plant with sufficient head to run the system (10 ft. above the floor). If the supply pressure is from a dedicated pump that must be shut off when the pilot plant is not drawing water please indicate _____
Chemicals	If there is no sanitary sewer in which to discharge by gravity, provisions must be made for either neutralization prior to discharge, or removing the chemical discharge from the site. If there is no sanitary sewer please indicate _____
Backwash water	Since the backwash water generally contains no chemical it can frequently be discharged back to the source. If the backwash water will be drained back to source by gravity please indicate. _____
Other	If the pilot unit will need to electronically communicate with any other equipment please indicate. _____
Customer Notes	_____

EXHIBIT C

BILLING ADDRESS *(Please fill in the attached Customer Information Sheet)*

Attention: Dave Shults
City of Coeur D' Alene
Wastewater Department
710 East Mullan Ave
Coeur D' Alene, ID 83814

Phone: 208-769-2268
Fax: 208-769-2338

SHIP TO ADDRESS *(Must be completed for delivery of pilot equipment)*

Ship to Address of Equipment *

Site Name:	City of Coeur D' Alene WWTP
Site Address:	915 Hubbard St.
City, State, and Zip:	Coeur D' Alene, ID 83814
Contact Name(s)	Dave Shults
Telephone	208-769-2268
Fax	208-769-2338
E-Mail	dshults@cdaid.org

Shipping & Receiving Hours : 8 am – 12 pm

* Please include maps or detailed directions if site is a remote location.

ATTACHMENT 1 – GENERAL PROTOCOL



A Siemens Business

MEMCOR, MICROFLOC, AND GENERAL TELEPHONE 515-268-8400
FILTER PRODUCTS FACSIMILE 515-268-8500
600 ARRASMITH TRAIL WEBSITE www.usfilter.com
AMES, IA 50010

Customer Information

In order to comply with the requirements of the Sarbanes-Oxley Act, USFilter must maintain accurate data on all customers. Please fill out the requested information and return to USFilter. Information is for USFilter use only.

Company Name: City of Coeur D'Alene WWTP

Ship to Address: 915 Hubbard St.

City: Coeur D'Alene

State, Zip Code ID 83814

Shipping Contact: Dave Shults

Phone: 208-769-2268

Fax: 208-769-2338

Email (optional): dshults@cdaid.org

Invoice to: City of Coeur D'Alene Wastewater Department

Address: 710 East Mullan Ave

City: Coeur D'Alene

State, Zip Code ID 83814

Accounting Contact: Dave Shults

Phone: 208-769-2268

Fax: 208-769-2338

Email (optional): dshults@cdaid.org

Taxable: Yes: No:

Tax ID (ein or ssn) _____

Date: 4/18/2006 By Sandi Bloem

Please fax to: Pilot Fleet Manager
USFilter - Memcor, Microfloc & General Filter Products
Phone #: 515-268-4000
Fax #: 515-268-8459

USFILTER USE ONLY

Entered by: _____

Customer Number: _____

Route To: _____



MEMCOR, MICROFLOC, AND GENERAL TELEPHONE
FILTER PRODUCTS
600 ARRASMITH TRAIL
AMES, IA 50010

TELEPHONE 515-268-8400
FACSIMILE 515-268-8500
WEBSITE www.usfilter.com

City of Coeur D'Alene, ID

ZeeWeed[®] 500 Membrane Technology
Pilot-Scale Demonstration
Proposal

ZENON PILOT PROPOSAL: # PIL-0186-06



Submitted to:

HDR Inc.

Attn: Mario Benisch

Submitted by:

ZENON Environmental

3239 Dundas Street W.

Oakville, Ontario L6M 4B2

Ph: 905-465-3030

MARCH 23, 2006

Copyright[®] ZENON Environmental Corporation



Water for the World

ZEEWEED® PILOT RENTAL AGREEMENT

This agreement is made as of this 12th day of April, 2006 between:

ZENON Environmental (ZENON) & **City of Coeur D'Alene**

1 - Rental Schedule

- i. The pilot study is for **a maximum consecutive six (6) weeks**, calculated from the date of arrival of the pilot unit on-site to the date of shipment from site.
- ii. Pilots are allocated to Customers on a first come first served basis. Upon receipt of the signed Pilot Rental Agreement, a pilot plant will be reserved and available for shipment within **6 weeks**. This schedule is subject to change and can be expedited in certain circumstances or may need to be extended.

2 – Rental Cost

- i. The cost for the pilot rental, for the duration specified in Section 1(i) and including the scope of supply listed in Section 3, is: **\$20,000 USD (not including applicable taxes)**.
- ii. The rental cost will be invoiced in **two (2) equal installments of \$10,000 USD** at the end of each pilot study month, calculated from the date of pilot arrival at site.
- iii. Transportation costs related to the delivery and return of the pilot unit are included in the quoted price.
- iv. Any extension of the pilot study requires a written request from the CLIENT and written approval from ZENON. Any partial month's use beyond the rental period specified in Section 1(i) will be invoiced on a weekly prorated basis. Compensation for an extension approved by ZENON will be negotiated at the time of request.



3 – Scope of Supply by ZENON

- i. ZENON will supply standard ZeeWeed® 500 pilot equipment for the evaluation study. Typical pilot equipment specifications are listed in Schedule A. These specifications are subject to change and will be confirmed upon receipt of the signed Pilot Rental Agreement.
- ii. ZENON will coordinate shipment of the pilot to and from site.
- iii. ZENON will recommend a work plan for the pilot study.
- iv. ZENON will provide at least **five (5) days** of on-site support for pilot system installation, commissioning and operator training. Such site support will commence within **five (5) working days** from confirmation that the pilot equipment has arrived at site and that the site is fully prepared; 'Full prepared' is defined as: power has been supplied to the pilot equipment, the source water and drain lines are plumbed, source water is ready to be supplied and drain facilities are ready to receive discharge.
- v. ZENON will provide cleaning chemicals for the pilot study.
- vi. ZENON will provide in-house technical support via telephone and e-mail during the testing period to ensure the completion of a successful pilot study.
- vii. ZENON will be responsible for providing replacement parts, which fail under normal operation.
- viii. ZENON will provide a report that summarizes the pilot study results, within **twenty (20) working days** after the pilot ships from site.

4 – Scope of Supply by Others

- i. The CLIENT will provide a forklift or crane and operator for unloading the system from the shipping truck, and the proper placement of the pilot equipment and membranes near the associated utilities required for the pilot study. The equipment crates should remain on site for the purpose of shipping the equipment back to ZENON and should not be disposed of.
- ii. The CLIENT will supply a shelter for the pilot equipment. The temperature in the shelter must be maintained above freezing and at less than 104°F (40°C). The shelter shall protect the equipment from environmental elements, is equipped with proper lighting and ventilation and is in a safe working environment.



- iii. The CLIENT will supply and connect to the pilot system an electrical power supply of the correct voltage and amperage rating as described in Schedule A.
- iv. The CLIENT is responsible for plumbing the source water line to the pilot system tie-point and supplying feed water at the correct flow rates and pressure as specified in Schedule A.
- v. The CLIENT is responsible for plumbing the discharge lines from the pilot system tie-points to suitable receiving facilities. If applicable, the CLIENT shall supply any equipment and chemicals required for chemical discharge neutralization.
- vi. The CLIENT shall provide plant operators for the daily operation and maintenance of the pilot system. (ZeeWeed® 500 pilot equipment normally requires less than 1 hour per day for maintenance, monitoring, and sampling of the water streams. Based on previous experience, Zenon estimates that the first few weeks of operation will require additional attention and time as the operators become familiar with the system and while the process is optimized).
- vii. The CLIENT shall provide any on-site safety training required for the ZENON FSR or PM.
- viii. The CLIENT will be responsible for collection, shipment and laboratory analysis of all water samples required for the pilot study.
- ix. The CLIENT will supply a telephone line for remote data collection. If a telephone line is not provided or functioning, the CLIENT will keep ZENON updated regularly on the performance of the pilot system by e-mailing data files to ZENON no less than three times per week. The CLIENT shall communicate any analytical data received to ZENON as soon as possible and not later than one week from its receipt.
- x. The CLIENT will supply all pre-treatment chemicals required for the pilot study.
- xi. The CLIENT will be responsible for the cost of labour and other expenses associated with the installation of any replacement parts, provided special tools and labour are not required.
- xii. The CLIENT will bear the cost of repairs for any damage to the pilot equipment or membrane modules, which results from improper handling or operation of the unit.
- xiii. The CLIENT will be responsible for preparing the pilot equipment and membranes for return shipment to ZENON according to ZENON's directions. This includes, but is not limited to, cleaning, crating and loading the equipment onto a truck. It is expected that the CLIENT will return the pilot equipment to ZENON in the same condition as it arrived, excepting normal equipment wear and tear (as defined by



ZENON).

5 – Confidentiality

- i. The CLIENT is authorized to disclose confidential ZENON information to the CLIENT's own employees or agents but only to the extent the CLIENT's employees or agents need to know such information. ZENON will require the CLIENT, and any of the CLIENT's employees or agents who need access to confidential ZENON information, to execute a non-disclosure agreement to maintain and protect the confidential ZENON information as confidential.
- ii. Should the CLIENT decide to use the pilot for ultrafiltration testing only, where the CLIENT is not obliged to publish the test results, the CLIENT undertakes not to provide the results of such tests to ZENON's competitors and their agents. The CLIENT shall keep pilot plant records confidential, to the extent permitted by law
- iii. Unless otherwise agreed upon in writing between CLIENT and ZENON, any and all inventions, patentable or unpatentable, made by the CLIENT or jointly by the CLIENT and ZENON pursuant to this agreement and concerning applications potentially involving the use of ZENON's membrane technologies in the process application to be investigated during this study shall be the exclusive property of ZENON. The CLIENT shall assign and hereby does assign all rights, title, and interest in and to any such inventions to ZENON. Further, the CLIENT hereby agrees to sign and to require any of the CLIENT's employees to sign all documentation necessary for ZENON to obtain all patents on such patentable inventions.
- iv. The CLIENT, having access to ZENON's ZeeWeed® membranes, shall under no circumstance, analyze the chemical content of the ZeeWeed® membrane fiber, or provide a sample of the fiber to an individual who is not an employee of ZENON.
- v. Nothing herein shall be construed to grant to the CLIENT any license or other right or any option for any such license or other right in ZENON information or the use thereof or under any patent ZENON may now have or later obtain thereon.

6 – Liability

- i. ZENON will provide insurance for the pilot unit while in ZENON's custody and during shipment.
- ii. The CLIENT is responsible for providing insurance for the pilot unit and the CLIENT's own employees working on the pilot unit from the date of arrival of the pilot unit on-site to the date of its shipment from site.



- iii. ZENON is not liable for any injuries to personnel, property damage or delays relating to the shipment, installation, or use of its pilot equipment.
- iv. The CLIENT is responsible for providing spill containment where required to meet applicable local or plant specific requirements.

7 – Assignment and Termination

- i. Neither party to this agreement may assign any portion or all of its interest in this agreement without the prior written consent of the other party.
- ii. ZENON may terminate agreement if the CLIENT does not fulfill their obligations as defined within Section 4 –Scope of Supply by Others or if their account is past due.
- iii. The CLIENT may only terminate agreement by mutual agreement in writing.

8 - Dispute Resolution

- i. All disputes between ZENON and the CLIENT arising from this agreement shall be resolved in a court of competent jurisdiction in the State of Idaho, USA.
- ii. The agreement should be governed by the law of the State of Idaho, Kootenai County.

9 – Validity

- i. This pilot rental agreement is valid for thirty days from the date of writing. This rental agreement was prepared exclusively for the CLIENT and cannot be released to any third party or reproduced without the express and written consent of ZENON Environmental.



10 – Schedule

Pilot Delivery: Thursday May 4th 2006

Pilot Startup: Monday May 8th 2006 – Friday May 12th 2006

Delivery to:

Site Name: City of Coeur D'Alene WWTP
Site Address: 915 Hubbard St.
City, State, and Zip: Coeur D'Alene, ID 83814
Contact Name(s) Dave Shults
Telephone 208-769-2268
Fax 208-769-2338
E-Mail dshults@cdaid.org

Shipping & Receiving Hours : 8 am – 12 pm

Pilot rental Duration from day of delivery: 6 weeks

Accepted by: Sandi Bloem

Mayor City of Coeur D'Alene
City of Coeur D'Alene
Wastewater Department
710 East Mullan Ave
Coeur D'Alene, ID 83814

Accepted by: _____

Title
ZENON Environmental
Address
3239 Dundas Street West
Oakville, ON, Canada L6M 4B2





PARKSON CORPORATION

Reference: DynaSand D2™ Advanced Filtration System Pilot Test for City of Coeur D'Alene WWTP

Parkson Corporation is pleased to provide the enclosed Pilot Test Agreement, which outlines the requirements for a successful pilot test for phosphorus removal from your secondary clarifier effluent.

A DynaSand D2™ Advanced Filtration System Pilot test will be a joint project involving a significant commitment of time and resources from Parkson Corporation and your plant. In order to make the most efficient use of the opportunity presented by a pilot test, it is important that all participants have a clear idea of the objectives of the test therefore, we are requesting a copy of the proposed pilot test protocol (if available) and a ten gallon sample of the secondary clarifier effluent for laboratory evaluation.

Please refer to the Pilot Test Agreement for details of the test requirements.

In order to initiate the proposed four-week test, the following items should be returned to Parkson:

1. A purchase order covering:
 - a. Equipment Rental fee of \$6,000.00 per week for the first four weeks and \$4,000.00 per week for additional weeks. The rental fee covers the D2 process as well as Parkson's cost for on-site calibration, coding, screen changes, and adjustments (for background interferences in the feed stream) to the SCADA system and the ChemScan analyzer by factory personnel. The rental fee will be reimbursed with purchase of full-scale equipment.
 - b. Inbound freight (cost only) for pilot equipment presently located at Inland Empire Paper.
 - c. Outbound freight charges for the equipment @ 50% of actual cost, not to exceed \$10,000.
 - d. Per diem of \$650.00 each plus travel and living expenses of approximately \$1,500.00 each for two Parkson engineers for a one-week start up trip.
 - e. Parkson Corporation can supply one (1) individual to operate the pilot for \$1,500.00 per week (all time and travel inclusive).
2. A signed copy of the Pilot Test and Standard Rental Agreements
3. The Application Questionnaire (if not already provided for lab testing).

If you have any questions, please give me a call. Parkson is looking forward to working with you to achieve a successful pilot test.

Sincerely,
PARKSON CORPORATION

Barbara Hill
Pilot Program Coordinator

Enclosures: (1) Pilot Test and Rental Agreements

**PILOT TEST AGREEMENT
BETWEEN
PARKSON CORPORATION (“PARKSON”)
AND**

City of Coeur D’Alene WWTP (“Customer”) Coeur
D’Alene, ID

A. PARKSON CORPORATION SHALL PROVIDE:

1. EQUIPMENT:

- a. One DSF-10.7-sq.ft., top-feed, deep-bed pilot unit
- b. One DSF-12-sq.ft. top-feed, standard bed pilot unit
- c. One LGS – 125/55 clarifier with flash mix-flocculation tank
- d. Piping for the feed, filtrate and reject streams and all interconnecting pipe will be supplied.
- e. One 40 ft. instrumentation container with an office, chemical pumps, feed pump, and equipment for testing influent and filtrate parameters such as,
 - phosphorus
 - turbidity
 - pH
 - temperature
 - flow rates
 - ORP
 - dissolved oxygen
 - UV₂₅₄ transmittance
- f. 4.5 tons of filter media in 3000# bags for the deep bed sand filter
- g. 4 tons of filter media in 3000# bags for the standard bed sand filter
- h. Also included is a SCADA system for,
 - 1. long distance and local process monitoring,
 - 2. equipment control
 - 3. chemical dosing
 - 4. flow control,
 - 5. system alarm,
 - 6. data logging,
 - 7. reporting,
 - 8. generating trending graphs, etc.
- a. All equipment is suitable for outside installation and operation

2. RESOURCES:

- a. Laboratory testing prior to the pilot test to select pre-treatment requirements, loading rates, etc.
- b. Two process engineers for one (1) week on-site at the beginning of the test to review the installation, supervise any necessary changes, assist in pilot test start-up and train plant personnel
- c. Continuous evaluation of the test results and telephone assistance.

- d. Test report summarizing the results and recommending full-scale units with performance.

B. THE CUSTOMER SHALL PROVIDE:

1. EQUIPMENT:

- A. Two independent phone lines to instrumentation trailer
- B. Electrical supply to instrumentation trailer (480 volts, three Phase, 60 HZ) clarifier and sand filters
- C. Disposal of all effluent and sludge streams generated during the test
- D. Disposal of all filter media used during the test

2. RESOURCES:

- a. Equipment set-up and piping
- b. An operator to operate the test equipment, collect samples and record data. (Option for Parkson to operate presented).
- c. A contact person to communicate with Parkson and send data.
- d. Laboratory services to test samples for parameters of concern (total suspended solids, turbidity, color, metals, phosphorus, etc.).

C. DATA-SHARING:

- 1 The CUSTOMER agrees that PARKSON and the CUSTOMER have a joint interest in the outcome of the pilot test and the value of the test results. To this end, the CUSTOMER agrees to provide analytical test data to PARKSON on a regular basis during testing. Pilot test information can be sent to Barbara Hill, Pilot Program Coordinator (phone # 954-974-6610 ext. 894, fax # 954-974-6182 or e-mail bhill@parkson.com).
2. The CUSTOMER understands that if the data are not made available to PARKSON, then PARKSON will not be able to offer test assistance and guidance nor issue a process guarantee and equipment size recommendation.
3. The CUSTOMER agrees that if the data are not made available to PARKSON, then PARKSON shall have the right to terminate the test at its discretion.
4. If the CUSTOMER so requests in writing, the test data sent to PARKSON shall be held confidential by PARKSON.

D. CUSTOMER'S CHARGES AND TERMS:

1. An equipment rental fee of \$6,000.00 per week (first four weeks) and \$4,000.00 (for additional weeks), which will be applied to the cost of full-scale equipment, purchased as a result of the pilot test. The rental period shall be for a minimum of four weeks and shall begin the day the equipment starts treating the secondary clarifier effluent and test data is collected and shall end the day the CUSTOMER notifies PARKSON that the equipment is ready for shipment. PARKSON shall have the right to remove the

equipment seven (7) days after written notification by PARKSON to CUSTOMER at any time.

2. Inbound freight costs for the equipment. The CUSTOMER is responsible for the unloading, loading, assembly and disassembly of the pilot equipment at its own expense. The CUSTOMER shall be responsible for all insurance charges for the equipment in transit and while located at the CUSTOMER'S plant. CUSTOMER shall also assume responsibility for inspecting the equipment upon receipt for possible damage incurred in transit, noting it on the freight bill and promptly advising the carrier and PARKSON.
3. Outbound freight and insurance costs for the equipment. These charges shall not apply if the equipment can remain on-site until the next customer is ready.
4. Travel and living cost of approximately \$1,500.00 each plus \$650.00 each per diem for two PARKSON process engineers for one trip as follows:

A start-up trip for one week. Assistance will be given by P&ID and phone for installation and hook-up prior to arrival of process engineers. All electrical and piping to the pilot equipment and instrumentation trailer should be completed before requesting start-up assistance. The start-up engineers are provided to set up the trailer instrumentation and optimize performance of the equipment and not to perform hard piping of water or electrical supply to the container, filtration or clarification equipment. If the test hard piping and electrical set-up is not fully complete and cannot be completed quickly when the start-up engineers arrive on-site, PARKSON shall have the right to bring the engineers home and bill the CUSTOMER for time and travel and living expenses.

Additional trips, at the same rates stated above, are available during the testing period to provide ongoing assistance with unit performance and optimization.

5. Rental charges and other costs shall be billed monthly, Net 30 days.

E. ADDITIONAL CUSTOMER RESPONSIBILITIES:

CUSTOMER shall assume responsibility for maintaining equipment in a sound operative condition and shall return it to PARKSON in the same condition and state of cleanliness in which it was received, exclusive of normal wear and tear. PARKSON reserves the right to inspect the equipment upon its return and charge CUSTOMER for any damage, cleaning or repair work which is considered over and above normal wear and tear.

F. PATENTS:

The equipment operates under one or more of the following patents or other patents pending: U.S. Patent Nos. 4,126,546; 4,197,201; 4,246,102 & 6,426,005 B1

PARKSON CORPORATION:

CUSTOMER:

By: _____

By: _____

(name) Sandi Bloem

Title:

Title: Mayor City of Coeur D'Alene

Date:

Date: 4/18/2006

PARKSON CORPORATION, Lessor, located in Fort Lauderdale, Florida and City of Spokane, WA WWTP, Lessee, herein mutually agree to rental conditions stated below for rental of equipment furnished by Lessor to Lessee:

TEST COORDINATOR:

Dave Shults

Phone: 208-769-2268 Fax: 208-769-2338

APPLICATION DESCRIPTION:

Phosphorus removal from secondary clarifier effluent

EQUIPMENT DESCRIPTION:

One D2 Pilot System (10.7 Deep Bed Top Feed Pilot Unit, etc.). Please see attached Pilot Test Agreement detailing scope of supply.

First Four Weeks' Rental Fee:	\$ 6,000.00 per week
Delivery Date: May 2nd 2006	
Startup Date: May 8th – May 12th 2006	
Extended Rental Fee:	<u>\$ 4,000.00 per week</u>
Purchase Order, Signed Rental Agreement, Signed Pilot Test Agreement	(Must be received prior to shipment)
Estimated Rental Period:	<u>Six Weeks</u>
Outgoing Freight (<input checked="" type="checkbox"/> One):	
X Prepaid/Add to Invoice <input type="checkbox"/> Collect <input type="checkbox"/> Allowed	

PURCHASE ORDER #: _____

AUTHORIZED BY: _____

BILL TO: City of Coeur D'Alene
Attention: Dave Shults
City of Coeur D'Alene
Wastewater Department
710 East Mullan Ave
Coeur D'Alene, ID 83814

Phone: 208-769-2268
Fax: 208-769-2338

SHIP TO: City of Coeur D'Alene WWTP
Attn. :Dave Shults
915 Hubbard St.
Coeur D'Alene, ID 83814

Telephone 208-769-2268
Fax 208-769-2338
E-Mail dshults@cdaid.org
Shipping & Receiving Hours : 8 am – 12 pm

TERMS AND CONDITIONS

- Rental Charge.** Lessee agrees that Lessee shall pay the above referenced rental fees as a rental charge. Initial rental charges are based on a minimum two (2) week rental period. Rental charges beyond the first two weeks will accrue on a weekly basis.
- Rental Period.** Rental period will begin five (5) calendar days after shipment of the equipment to Lessee's test location. Rental period will end the day the Lessee notifies PARKSON that the equipment is ready for shipment to the next test site or back to PARKSON'S Florida location. Extension of the rental period beyond the estimated rental period is subject to factory authorization.
- Contract Deposit.** A refundable contract deposit, referenced above, will be paid to Parkson Corporation. The contract deposit will be returned to the Lessee provided the equipment is returned properly crated/packaged to prevent any damage, freight prepaid, to Parkson Corporation in original condition; cleaned, showing no unusual wear, with no missing or altered components, and all accrued rental charges have been paid to Parkson Corporation. Any unit not returned in accordance with the Parkson Corporation, standard cleaning instructions (copy attached) will be subject to forfeiture of contract deposit. If Lessee elects the Option to Purchase Equipment, pursuant to Paragraph 4-A below, the contract deposit will be applied in whole to the purchase price only.

4. **Equipment Purchase.**

A. **Purchase of Equipment.** In the event the Lessee elects to purchase equipment from Parkson Corporation, 100% of the rental fees paid hereunder will be applied toward the total purchase price of the other equipment, providing the order is placed within seventy-five (75) days of shipment of leased equipment.

5. **Terms of Payment.** A signed Rental Agreement and Pilot Test agreement must be received at Parkson Corporation, prior to scheduling shipment.

A. **Contract Deposit:** Lessee will be invoiced for the contract deposit at the time of order. Deposit must be received prior to shipment of the equipment. If the deposit has not been received by the date the equipment has been scheduled to ship, the equipment will not be sent and rescheduling will have to be made at the lessee's expense.

B. **All Other Fees:** Lessee will be invoiced for the first two weeks' rental charge at the date the equipment ships from Parkson Corporation, to the Lessee. Thereafter, as additional rental and/or freight fees may become due, additional invoices shall be sent to Lessee. These invoices will be payable thirty (30) days from the date of invoice. In order to compensate Parkson Corporation for its costs and expenses in connection with collection of past due invoices, Lessee agrees to pay, from and after the due date of all unpaid invoices, late charges of 1½ percent per month (18 percent per annum) on the unpaid balance thereof.

6. **Taxes and Insurance.** Any personal property or other taxes or insurance shall be the responsibility of and paid for by Lessee.

7. **Freight.** The equipment will be shipped F.O.B. **XXX** both the original shipment to the Lessee and any return of the equipment to Parkson Corporation, if applicable. Returned equipment must be shipped with freight prepaid by the Lessee.

8. **Ownership of Leased Equipment.** The parties agree that the equipment shall remain the property of Parkson Corporation.

9. **Default Provisions.** Lessee shall be in default under this contract if any of the following conditions occurs:

- (a) Non-payment of any invoices by the date the invoice becomes forty-five (45) days past due.
- (b) Death, dissolution, or insolvency of Lessee.
- (c) Lessee fails to perform any covenant of this contract.
- (d) Loss, theft, substantial damage or encumbrance of the equipment.

IN THE EVENT OF DEFAULT BY LESSEE UNDER THE TERMS OF THIS CONTRACT, LESSEE HEREBY WAIVES ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY LESSOR OF ITS RIGHTS TO REPOSSESS THE EQUIPMENT WITHOUT JUDICIAL PROCESS, OR TO REPLEVY, ATTACH OR LEVY UPON INVENTORY WITHOUT PRIOR NOTICE OR HEARING.

10. **Normal Wear and Refurbishing of Equipment.** Parkson Corporation will assume full responsibility for normal wear of equipment. Lessee will be responsible for any damage caused to the equipment due to mishandling, misapplication, mistreatment or abnormal usage. Any charges for repairs that arise from damage will be billed to Lessee at Parkson Corporation's cost, and are subject to payment by Lessee within ten (10) days from receipt of invoice.

11. **Liability of Parkson Corporation.** Parkson Corporation assumes no liability for circumstances that might arise which are beyond its control and the equipment furnished will be in the care, custody and control of the Lessee during the consignment or rental period.

12. This rental agreement shall be governed in all respects by the laws and decisions of the State of Idaho, Kootenai County

LESSEE COMPANY: City of Coeur D'Alene

PARKSON CORPORATION

Signature: _____
 Printed Name: Sandi Bloem
 Date: 4/18/2006

Signature: _____
 Printed Name: _____
 Date: _____
 Special Approval: _____
(For Internal Use Only)

LESSEE: Due to the legalities of equipment ownership, rental units cannot be released for shipment until a signed Rental Agreement and the deposit are received at Parkson Corporation.