

Coeur d'Alene

CITY COUNCIL MEETING

February 5, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL,
JANUARY 15, 2008

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall, January 15, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Deanna Goodlander)	Members of Council Absent
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CALL TO ORDER: The meeting was called to order by Mayor Sandi Bloem.

INVOCATION was led by Pastor Tim Martin, Faith Bible Church.

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

PRESENTATION - STUDENT ATHLETE RECOGNITION: School Superintendent Harry Amend recognized the following school teams that have 100% participation in the drug screening program. Coach Chad Beadell introduced the Lake City High School Freshman Boys Basketball and on behalf of Coach Calvin DeHaas, Superintendent Amend introduced the Coeur d'Alene High School Freshman Girls Basketball captains.

PRESENTATION - CDBG BASIC TRAINING: Project Coordinator Renata McLeod reviewed the basic process for acquiring, distributing and accounting for CDBG funding that the City has applied for. She reviewed what a City can or can't do with CDBG funding such as building a new City Hall or paying for general operations of the City. There are 3 national objects: benefits low and moderate income, aids in slum or blight, or aids in an urgent need. The City cannot assist in new construction but can assist in affordable housing. Additionally, in selecting activities it must be within the annual action plan. She reviewed the process for sub-recipients of CDBG funding. After reviewing all the requirements, staff is recommending a mixed approach of a formal application process with an open door policy. Mrs. McLeod then reviewed the selection criteria for sponsoring projects. She outlined what the next steps are in the process such as establishing formal application process/policies and meeting with various local organizations to gather information for future projects. Councilman Kennedy expressed

his thanks to Renata McLeod and Troy Tymesen for all their work in undertaking this process. He reminded everyone that this is year one and there is still a learning curve. He also noted that there are still the workforce housing projects being reviewed through Kootenai Perspectives.

PRESENTATION - COMPREHENSIVE PARKING PLAN: Troy Tymesen introduced Rick Rich and Annaka Norris from the consulting firm of Rich and Associates. He noted that the Council is not being asked to adopt the study tonight as the Parking Commission will review the consultants' recommendations and bring forward, at a later time, those recommendations they would like to implement.

Annaka Norris presented their findings of the downtown parking study that was recently completed. She noted that the process began in June 2007 which included a parking inventory, an on-line survey which had 77 respondents and mailed out manager and employee surveys which had a good response. In September, Rich and Associates reviewed their preliminary report with the Parking Commission and then met again with the Parking Commission today. Their recommendations include having parking enforcement record the license plates to track those individuals who receive 3 or more parking tickets which will now be prosecuted. Her firm also recommends a graduated fine whereby each additional ticket issued would increase in cost by \$5.00 which would aid with repeat offenders. A courtesy ticket can also be issued to first-time offenders that explain the parking limits as well as maps to various parking lots. Mrs. Norris commented her firm believes that the duration for parking is good but recommended striping parking spaces. They also recommend that employees park in the rear of the parking lots to allow space for customers. She noted that another alternative that is becoming popular is valet parking plan and designated taxi parking spaces. Rich and Associates also recommends the City add bicycle racks with signage throughout downtown as well as develop a special events parking plan including a remote site location with shuttle service. Mrs. Norris noted that her firm was asked to look at the McEuen Field plan and they believe that it is a good plan that would encourage development along Front Avenue. They also recommended discouraging future private surface parking lots. In regard to parking signs and "wayfinding" signs, they recommended that the City select one of the two types of signs they are currently using as well as review the placement and location of such signs. One of the biggest items most often overlooked by cities is marketing and she recommended that the City and Lake City Development Corporation work together to create a web page, newsletters, flyers, banners, etc to promote parking locations in the downtown area.

Mr. Rich commented that in the final analysis there are more an enough parking spaces. Although some blocks have a deficit, these deficits are compensated by the blocks that have a surplus amount of parking. One of the issues that he reviewed was whether the City should plan, design and construct a new parking structure before the demand increases or wait until the demand exceeds the supply. His response was that any additional parking that the City decides to construct should be in the form of a parking structure as they foresee a need of 1,288 additional parking spaces over the next 10 years at build-out of the downtown area. The estimated cost for constructing a parking

structure would be between \$7,000,000 and \$8,000,000 depending on the layout of the parking structure.

In response to Councilman Kennedy's question, Councilman McEvers noted that the reason the City has not striped parking spaces was to allow more cars to park within a city block. Councilman McEvers asked if there is a payback on a parking structure. Mr. Rich responded that the average cost for debt-service and operations is between \$1,500 and \$1,800 per car space per year which means a person would need to pay a minimum of \$100 per month; however, hourly parking spaces receive more revenue due to turnover of vehicles.

PRESENTATION - PROPOSED MASTER PARKS PLAN: Parks Director Doug Eastwood introduced Bill Greenwood, Katie Sorenson, Derek Kosanki and Tad Johnson who are the City's park staff. He also commended Matt Snow, Vern Newby, Bruce McNeil, Bob Hallock, Peter Luttrupp, Ralph Shay, Jay Barnett, and Annaka Connaway who comprise the Master Plan Advisory Committee.

Master Plan Advisory Committee Chairman then Vern Newby reviewed the planning process since the last master plan was adopted in 1995.

Doug Eastwood noted that the Master Plan Advisory Committee would like to continue their work by developing a "Visit a Park" day program.

Lauren Schmidt from the consulting firm of MIG, who prepared the City Parks Master Plan, reviewed the three phases of the plan which are: where the City currently is, where does the City want to be in the future and how does the City get there. Part of the planning process was public involvement which included a total of 1,400 people who responded to the various surveys or participated in planning meetings. She reviewed the current inventory of parks and the various amenities within the parks. She reviewed the plan for expansion of the City parks system which includes 8 additional neighborhood parks, 2 sports complexes and 2 natural parks, expansion of the existing skate park, an off-lease dog park, and a community gardening site.

One of the major priorities of the community was water access not just to the lake but also to the river. Trails were another point of high-interest in the responses from the survey participants. She reported that her firm is recommending a ratio of 4 acres per 1,000 residents which the city is currently maintaining. They also recommend allowing alcohol in parks and dogs off leashes. Ms. Schmidt also recommended that a ratio of 12-14 acres per park maintenance employee in which the City is currently a little high. Ms. Schmidt then reviewed some of the funding sources for creating new parks such as using more of the property taxes for parks development, hotel/motel tax, etc. She noted that the estimated cost for the proposed parks development plan is \$57,000,000. She noted that, over the next 5 years, it would take \$8,000,000 to complete the Parks Capital Improvement Plan.

COUNCIL DISCUSSION:

Councilman McEvers asked what does “desired level of service” mean? He noted that previously it was 2 acres per 1,000 residents and now they are asking for 4 acres per 1,000 residents. Ms. Schmidt responded that the increased acreage is based on the response from residents on how far would they go to visit a park. Parks Director Doug Eastwood also responded that the national average is 5 acres per 1,000.

Councilman McEvers noted that the City usually doesn’t “buy” the land, in stead the City develops the land that is given to the City. He asked Ms. Schmidt to explain why there is an estimated \$57,000,000 cost to acquire and construct new parks. Mr. Eastwood responded that the estimate is based on the value of property today – for example North Pines Park cost \$200,000 to construct but today it is valued at \$1,500,000. He also noted that parks do generate taxes in that a building constructed next to a park has a greater assessed value that a similar structure constructed elsewhere.

Councilman Edinger asked if there are any priorities for development of parks, such as Person’s Field. Mr. Eastwood responded that there is no established priority; however, that is the next step that needs to be undertaken. In regard to Person’s Field he noted that the City is on a 3-year guideline for improvements based on a study by a structural engineer.

Councilman Bruning also noted that there is a high interest in creating parks that are in their natural state. Mr. Eastwood responded that the City has been fortunate in receiving property on Canfield Mountain as well as a 50-acre parcel on Fernan Hill.

Councilman Hassell noted that through the Parks Capital Improvement Fund the City has had the means to obtain grants for the development of parks. Mr. Eastwood also noted that the Parks Foundation has provided a means of providing parks development.

Councilman Edinger commented that he agrees with Doug Eastwood’s recommendation that the Parks Master Plan Committee be maintained.

Councilman Kennedy noted that the estimated cost of \$1,900,000 to acquire the remaining portion of Person’s Field including design and development of that park could be less through partnerships with the School District.

PUBLIC COMMENTS:

MASTER PARKS PLAN: Elaine Lombardi, 7477 Calamonte Ln, Cd'A, resident of the Landings, asked that the Landings be placed as a priority for parks development. Mary Andrews also resides in the Landings noted that many of the building lots are small which makes the need for a park that much more important.

SNOW LOADS ON MANUFACTURED HOMES: Larry Spencer, 634 Sky Hawk Drive, Spirit Lake, voiced his concerns regarding manufactured homes. The first issue is the City's snow load requirement which is greater than HUD standards. He believes that

if there is a manufactured home already in the city they can move from one location to another, thus they have preferential treatment over manufactured homes that want to move into the City. He noted that there is a national HUD requirement for snow loads which prohibits any other entity establishing standards requiring a greater snow load and he believes that the City is in conflict with the U.S. regulations. He asked the City Council to look at their snow load requirement and ask the City attorney to look at the City's liability in their enforcing the current snow load requirement.

PARKS MASTER PLAN: Bob McDonald, 1407 S. Silver Beach Road, spoke in support of the Parks Master Plan. He believes that parks generate value for our City. He would like to see a new dog park or allow dogs in some of the existing parks as he believes that this is something that is needed.

Robert Knechtel, 3087 W. Wilbur Avenue in Sunshine Meadows, spoke on behalf of his basset hound, Henry, who visits the dog park in Spokane on a regular basis. He believes that there is a social interaction in dog parks that you don't have in other parks. He would like to see a dog park made a priority.

Bill Fraser, 2009 N. 14th, would like to see an RC remote control park.

Scott Shellman, 2192 E. Grandview Drive, Dalton Gardens, representing the Cd'A Sting Soccer Club, believes that there is a need for additional sports complexes for soccer. He believes that soccer tournaments bring money to the City. He noted that there are grants available for developing fields for soccer, football and LaCrosse.

HUD FUNDING: Jim Brannon, 1310 Bering Circle, Cd'A, representing Habitat for Humanity, distributed a copy of his comments regarding the re-noticing of the proposed plan for HUD's Community Development Block Grant funds. He would like to be one of the organizations that the City uses to meet the goals for HUD funding.

FIRE DEPT. THANKED: Meredith Bryant, 1988 E. Comfort, thanked the Fire Department for passing out candy canes to the neighborhood children and having Santa ride on the fire truck this past Christmas.

Jody Teeter, 1320 Pennsylvania Ave., encouraged the Council to approve the Parks Master Plan. Her priority, as mentioned in the past, is Persons Field and would like to see the City purchase the other half of Persons Field from the School District and develop this 7-acre park.

AFFORDABLE HOUSING: Dennis Henricksen, 947 E. Spruce Street, Cd'A, commented on affordable housing and workforce housing and asked where are all the affordable housing units for the working public in the City. He noted that HUD standards state that a family which makes less than 80% of the median income per year would qualify for affordable workforce housing; however, he believes that too many families don't even reach this category to afford housing in this City and thus the City is

discriminating against this income group. He requested that the City develop a concise definition for workforce housing and affordable housing that fall within the appropriate guidelines and asked the City to contact the City of Boise for further information. Councilman Kennedy noted that the City does have definitions for workforce housing and affordable housing and that families that fall under the median income can obtain federal funds for housing. He noted that Kootenai Perspectives has been working on workforce housing and affordable housing. He does not believe that the City is discriminating against low income families. He noted that Kootenai Perspective has looked at where we are now and where we want to be. He noted that the City has also been worked with St. Vincent DePaul and Coeur d'Alene Homes in the past to address some of the affordable housing issues. He also noted that the study conducted by BBC for the City addressed these issues which also included funds from the CDBG funds.

MOTION ON PARKS MASTER PLAN: Motion by Hassell, seconded by Kennedy to accept the proposed Parks Master Plan. Motion carried.

RECESS: Mayor Bloem called for a 5-minutes recess at 8:10 p.m. The meeting reconvened at 8:17 p.m.

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

1. Approval of minutes for January 2, 2008.
2. Setting General Services Committee and Public Works Committee for TUESDAY, January 22nd at 4:00 p.m.
3. RESOLUTION 08-001: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A MEMORANDUM OF UNDERSTANDING FOR THE IDAHO INTERNET CRIMES AGAINST CHILDREN TASK FORCE; APPROVAL OF [A] REVISED POND OPERATION, MAINTENANCE AND EASEMENT AGREEMENT AND [B] APPROVAL OF REVISED PARK OPERATION AND MAINTENANCE AGREEMENT WITH RIVERSTONE, LLC AS PREVIOUSLY APPROVED BY RESOLUTION NO. 07-002 ADOPTED THE 16TH DAY OF JANUARY, 2007 AND APPROVAL OF SS-11-06 – FINAL PLAT APPROVAL AND A SUBDIVISION IMPROVEMENT AGREEMENT FOR MARBLEWOOD ADDITION.
4. Approval of water easement with Lake City Development Corporation.
5. Approval of cemetery lot transfer from Richard Schwiger to Donald and Eileen Johnson.
6. Setting of Public Hearing for amending Water Rate for February 19, 2008.
7. Authorizing the purchase of for Police patrol vehicles.
8. Approval of bills as submitted and on file in the City Clerk's Office.
9. SS-24-07 - Final Plat approval for Riverstone Conodminiums
10. SS-13-04 - Final Plat approval for Trevino Estates
11. SS-11-07 - Final Plat approval for Good People Condominiums

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

COUNCIL COMMENTS:

COUNCILMAN EDINGER commended our Fire Department for their excellent work with the recent major fire at the historic building at 12th and Sherman. He also commended the Police Department for their work in putting up barricades and traffic control. He also extended his appreciation to the Northern Lakes Fire Department, Kootenai Fire District, Mica and Kidd Island Fire Departments. He also thanked Mark Schaefer from Avista and Mike Humber from the Water Dept and Terry Leigh from the Street Dept. for their assistance with combating this fire. He also thanked Kelly Peterson from Peterson Food Center for providing food to the emergency team who worked on this fire. Councilman Hassell also thanked those citizens who took quick action in assisting to get the residents out of this building. Councilman Kennedy commended the community for their joint effort during this emergency.

COUNCILMAN MC EVERS noted that this is the last time the City Council will be meeting in their Council Chambers at City Hall. Beginning February 5th the Council meetings will be held at the Library.

COUNCILMAN KENNEDY announced that Deputy City Attorney Warren Wilson welcomed the newest member of his family, a son, Marc Wilson, who was born Sunday.

ADMINISTRATOR'S REPORT: City Administrator, Wendy Gabriel, extended a special thanks to our Fire Department for their excellent assistance during the fire event that occurred on Sunday evening at 12th and Sherman. There were 41 firefighters from four departments at the scene until well in the morning. The Police Department also did an outstanding job helping with traffic, assisting with crowd control, and working on the investigation. The Streets Department brought barricades and sanders, and the Water Department helped to boost pressure in the area and turned off water to the building. We did not lose water nor were we ever in a position where we were even close to doing so, as had been reported in the media. The first Citizen's Academy will be held from March 5th to April 26, 2008. CDA PD is hosting the 10 week academy in cooperation with the Kootenai County Sheriff's Department and the Post Falls Police Department. Our goal is to increase our potential volunteer "pool" as well as recruit potential applicants for our upcoming "Citizens on Patrol" program. The Street Maintenance Department just completed their 5th Citywide plow. With an annual snowfall of 66 inches, this year's robust winter of 75 inches of snow has taken its toll on the city arterials and residential areas. Street crews would like to remind citizens to clear their sidewalks of snow and when you see plows in your area to please move cars off the street so they can push the berm back and widen the streets. Also, to report a pothole, please call 769-2233. Please remember that removing snow and ice from sidewalks is required by law and goes a long way toward a safer and better quality of life for everyone. We continue to rack up amazing usage numbers at the Coeur d'Alene Public Library: December 2007 was another banner month in the Library's new location. Compared to December of 2006, the library's overall circulation (library materials plus electronic databases plus computers) increased by 53%. We added 1119 new library patrons (up 80% over last year); booked

the three meeting rooms for 39 meetings; and saw 20,609 people coming through our doors (nearly double last December). In addition, our website had 10,201 visitors and reference staff answered 2,240 questions. All proof positive that folks in our city need and use their library more than ever – even on (or maybe because of) snowy days! Specialized Needs Recreation (SNR) is looking for volunteers. This ever-expanding program is fun and rewarding and it is only through its terrific volunteers that Specialized Needs Recreation is made possible. If you would like more information about volunteering with Specialized Needs Recreation, please call Angie Goucher at 755-6781. We are currently accepting applications for: Water Utility Worker I – Application deadline is January 18th; Wastewater Field Inspector – Initial application review deadline is February 1st; and Police Officer – Application deadline is March 7th, with an April 7th testing date. For applications and job information, please visit our website at www.cdavid.org or call the Human Resources Department at 769-2205. This is the last City Council meeting in this City Council Chambers. Beginning February 5th the City Council meetings will be televised from the library in the Community Room. CDA TV Channel 19 will also begin airing the Council Subcommittee meetings - General Services Committee and Public Works Committee - on February 11th. Times for these two committee meetings are to be determined.

PUBLIC HEARING NOTICES: Councilman Edinger noted that, some time ago, Mr. Williams came before the General Services Committee with his concerns regarding the City's public notices for public hearings. An Ad Hoc Committee was formed and they presented their findings and recommended changes to the General Services Committee which accepted the proposed changes.

Mr. John Williams, 6222 Harcourt Dr., presented the proposed changes that will be made for public hearing notices. Changes include a re-vamped public hearing notice that will be mailed out, sending out e-mails to several public places that will post the public hearing notices in their establishments and a larger more visible notice to be posted on the property.

Mayor Bloem thanked Mr. Williams for all his work on these revisions. Councilman McEvers asked if the Committee addressed the 300 foot notice radius. Mr. Williams responded that the Ad Hoc Committee looked at the cost involved in expanding the 300-foot radius and determined that the current radius is appropriate. Councilman Hassell noted that the Committee believes that by posting notices in public places such as schools and the hospital it addresses the issue of expanding the 300-foot radius.

RESOLUTION NO. 08-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR THE INSTALLATION OF THE METAL COVER FOR DIGESTER #2, WITH CONTRACTORS NORTHWEST ITS PRINCIPAL PLACE OF BUSINESS AT: 3731 RAMSEY ROAD, COEUR D' ALENE, IDAHO 83815.

STAFF REPORT: Wastewater Superintendent Sid Fredrickson explained the reason for the Declaration of Emergency for replacement of the digester cover and presented the contracts for the installation and inspection of the replacement of the digester cover. He also addressed the need for purchasing the ammonia reduction module equipment.

Motion by Hassell, seconded by Kennedy to adopt Resolution 08-002.

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

RESOLUTION NO. 08-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR SPECIAL INSPECTION SERVICES FOR FABRICATION OF THE REPLACEMENT COVER FOR WWTP DIGESTER #2, WITH STRATA, ITS PRINCIPAL PLACE OF BUSINESS AT 280W. PRAIRIE AVENUE, COEUR D'ALENE, IDAHO 83815.

Motion by Hassell, seconded by Edinger to adopt Resolution 08-003.

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

RESOLUTION NO. 08-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR WWTP AMMONIA REDUCTION IMPROVEMENTS, WITH ENTEX TECHNOLOGIES, ITS PRINCIPAL PLACE OF BUSINESS AT 400 SILVER CREEK CT., STE. 600, CHAPEL HILL, NC 27514.

Motion by Hassell, seconded by Kennedy to adopt Resolution 08-004.

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

ORDINANCE NO. 3326 COUNCIL BILL NO. 08-1001

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO BY REPEALING CHAPTER 17.20 ENTITLED COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Kennedy to pass the first reading of Council Bill No. 3326.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 3326 by its having had one reading by title only.

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

RESOLUTION NO. 08-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING THE CITY OF COEUR D'ALENE COMPREHENSIVE PLAN 2007 AND THE COEUR D'ALENE CAPITAL IMPROVEMENT PLAN AS AN ELEMENT OF THE COMPREHENSIVE PLAN.

Motion by Edinger , seconded by McEvers to adopt Resolution 08-005.

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

PUBLIC HEARING - O-4-07 - REVISED BICYCLE SPACE STANDARDS:

Monte McCully, City Trails Coordinator, presented the proposed amendments which would change Section 17.44.100 from requiring bicycle spaces on a ratio of one space per ten parking stalls to requiring bicycle racks on a ratio of one rack per ten stall. In addition, he requested that said racks be placed on a compacted, all weather surface.

Mr. McCully explained that in the past the City only required bicycle spaces be required at businesses, which led to spaces being allocated without racks for cyclist to park and lock their bikes. Bicycle spaces are sometime placed in dirt or gravel which can be inaccessible in certain weather. By changing the ordinance it would provide applicants with a clearer understanding with what is required for bicycle parking, as well as provide our growing cycling community with needed amenities.

Councilman Edinger asked who pays for the bike racks. Mr. McCully responded that it is the responsibility of the property owner to purchase the approved bicycle racks.

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

ORDINANCE NO. 3327
COUNCIL BILL NO. 08-1000

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.44.100 TO REQUIRE PARKING AREAS INCLUDE BICYCLE RACKS ON A RATIO OF ONE (1) BIKE FOR EACH TEN (10) PARKING STALLS AND TO ESTABLISH STANDARDS FOR THE PLACEMENT OF BICYCLE RACKS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by McEvers to pass the first reading of Council Bill No. 3327.

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

Motion by Hassell, seconded by McEvers to suspend the rules and to adopt Council Bill No. 3327 by its having had one reading by title only.

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

EXECUTIVE SESSION: Motion by , seconded by to enter into Executive Session as provided by I.C. 67-2346 §C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and §F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement; and §J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement.

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

The Council entered into Executive Session at 8:53 p.m.

Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney. Matters discussed were those of property acquisition, pending litigation and claims. No action was taken and the Council returned to regular session at 9:42 p.m.

ADJOURNMENT: Motion by Edinger, seconded by McEvers to recess this meeting to January 22, 2008 at 12:00 noon in the Council Chambers. Motion carried.

The meeting recess at 9:45 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

A WORKSHOP OF THE CITY COUNCIL
AND THE WASTEWATER DEPARTMENT
HELD IN THE CITY COUNCIL CHAMBERS
ON JANUARY 22, 2008 AT 12:00 NOON

Mayor Sandi Bloem

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

Deanna Goodlander) Members of Council Absent

GUESTS: David Clark, HDR Engineering, Consultant; David Keil, HDR Engineering

STAFF: Wendy Gabriel, Jon Ingalls, Amy Ferguson, Troy Tymesen, Sid Fredrickson, Dave Shults

WORKSHOP – WASTEWATER MANAGEMENT: Mayor Bloem called the meeting to order and turned the time over to Mr. Fredrickson. Mr. Fredrickson introduced Dave Clark and David Keil of HDR Engineering. He further gave an update on the discharge permit status. The city's existing permit expired November 2004. A Spokane River TMDL draft was prepared October 2004 and updated September 2007. The new permit will be issued possibly in March of this year. Mr. Fredrickson stated that the EPA met with each of the dischargers separately.

Mr. Fredrickson further stated that the biggest challenge they have been facing is the compliance schedule. They have requested a nine year compliance schedule. There have been some recent court cases that call for compliance as soon as possible. Mr. Fredrickson discussed the time line and explained why compliance would take nine years. The will be submitting the time line to the EPA.

Mr. Fredrickson stated that the EPA seems to be fairly comfortable with the phosphorous limits they proposed, and he feels that the city can meet them. The permits will most probably be appealed by the Sierra Club.

Mr. Clark reviewed some of the commentary that has been submitted to the EPA regarding the draft permits. It is not a good situation. He also reviewed the TMDL requirements for Washington State and the State of Idaho. Idaho must meet the Washington water quality standards – they cannot impact Washington. Mr. Fredrickson stated that there is a nutrient problem in Lake Spokane.

Mr. Clark compared the existing discharge permit and the proposed effluent limits. Key discharge issues are low effluent limits, maximum discharge load is calculated based on 6 mgd (future city growth to 12 mgd), compliance schedule, and potential for appeals.

Councilman Hassel inquired how the experimental projects have done over the last few years. Mr. Fredrickson stated that the U.S. Filter's Trident process project worked but was very expensive. Mr. Clark reiterated that they are very small scale tests. One of the fundamental difficulties is trying to achieve a low level of phosphorous. There is soluble nonreactive phosphorous that goes right through the membranes.

Mr. Clark stated that the discharge permit comes with a compliance schedule that includes interim milestones. Every year for the next nine years they will be reporting directly to the EPA regarding what has been accomplished. Mr. Fredrickson stated that it is his recommendation that the city use due diligence and make progress. The city would not want to wait until it is all appealed. Mr. Clark stated that if the city does not take steps now, they run the risk of acting in bad faith.

Mr. Clark discussed treatment technology options and the top three finalists, which are (1) Activated sludge, Tertiary Membrane Filters, (2) Activated Sludge, Series Sand Filters, and (3) Membrane bioreactor, tertiary membrane filters. Site plan issues were also discussed. Mr. Clark stated that we need enough room to meet the capacity requirements of the community going forward and a functional configuration for operations. Possible footprints of the various treatment options were reviewed.

Mr. Clark stated that it is important that the headworks area of the treatment facility be kept in a area that is furthest away from other establishments in order to assist with odor control. The railroad right of way was also discussed. Mr. Fredrickson noted that if the right of way becomes available during the next couple of years, they will be able to utilize it.

There was discussion regarding the cost comparisons of the three alternatives. Total cost is anywhere between \$40 - \$50 million. Cost volatility was also discussed. Mr. Clark stated that public works projects for the last 6 – 8 years have been pretty unpredictable. Concrete costs have tripled since the mid-1990's. Operation and Maintenance costs for each alternative were also reviewed. Mr. Clark stated that the choice of what is the best alternative won't just be about cost – it will probably be based on other factors.

Mr. Fredrickson stated that he has been working with the University of Idaho in regard to providing additional people that he could train to run some of the test programs.

Councilman McEvers questioned what would happen if the city did nothing. Mr. Fredrickson stated that there would be substantial fines per violation. In addition, the EPA would take the city to federal court.

In regard to rates, Mr. Clark stated that it would appear that the rates will have to go up substantially, but that the rates for others in the Spokane watershed will be similar.

Mr. Fredrickson stated that the cost for a replacement plan facility (a regional plant) far outweighs the costs for improvements. He explained that in order to get out of the river, we would need 450 acres per 1 mgd, and almost 5000 acres for a 12 mgd plant, at \$50,000.00 an acre.

Councilman Hassel asked if there would be some obligation on the part of county residents, rather than just city residents. Mr. Fredrickson explained that there is phosphorous in the aquifer which is probably the result of the septic tanks in the county; however, the Clean Water Act expressly excludes non-point sources from being regulated.

The implementation schedule was discussed, including temporary demonstration projects, and reuse program development.

Councilman Hassell stated that the City Council needs a “talking paper” with the numbers on it. Mayor Bloem stated that the talking paper needs to be prepared by someone other than the Wastewater Department. She stated that there is a perception that the city is unwilling to look at alternatives and talking points are needed to address that concern so that they can answer questions from the public.

Councilman Kennedy stated that it might make sense to have a televised community conversation about the issues.

ADJOURNMENT: The workshop adjourned at 1:45 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

RESOLUTION NO. 08-006

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 DECLARATION OF SURPLUS PROPERTY AND AUTHORIZATION TO GO TO AUCTION - FIRE DEPARTMENT; APPROVAL OF AN ENGINEERING CONTRACT WITH J-U-B ENGINEERS FOR DESIGN OF REPLACEMENT PUMP FOR THE WASTEWATER PUMP STATION; APPROVAL OF AN ENGINEERING CONTRACT WITH TRINDERA ENGINEERING FOR DESIGN OF ELECTRICAL AND STANDBY POWER SYSTEMS FOR THE WASTEWATER PUMP STATION.; APPROVAL OF S-9-06 MEADOW RANCH FINAL PLAT APPROVAL, SUBDIVISION AGREEMENT AND BOND; BID AWARD AND CONTRACT WITH TML CONSTRUCTION, INC. FOR THE 2007 ARMSTRONG PARK BOOSTER STATION REPLACEMENT AND AUTHORIZING THE DESTRUCTION OF RECORDS – WASTEWATER DEPARTMENT.

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

- 1) Declaration of Surplus Property and Authorization to go to Auction - Fire Department;
- 2) Approval of an Engineering Contract with J-U-B Engineers for design of replacement pump for the Wastewater Pump Station;
- 3) Approval of an Engineering Contract with Trindera Engineering for design of electrical and standby power systems for the Wastewater Pump Station.;
- 4) Approval of S-9-06 Meadow Ranch Final Plat Approval, Subdivision Agreement and Bond;
- 5) Bid Award and Contract with TML Construction, Inc. for the 2007 Armstrong Park Booster Station Replacement;
- 6) Authorizing the Destruction of Records – Wastewater Department;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 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 5th day of February, 2008.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

General Services Committee Staff Report

Date: January 22, 2008
From: Kenny Gabriel, Fire Chief
Re: Surplus Property

DECISION POINT:

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

HISTORY:

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

FINANCIAL ANALYSIS:

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

DECISION POINT/RECOMMENDATION:

To declare the attached list of items surplus and allow Fire Department to take items to auction.

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

**Public Works Committee
Staff Report**

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt.
Date: January 22, 2008
Subj: Engineering contracts for the rebuild and refurbishment of the Stormwater Pump Station at the WWTP

DECISION POINT:

The Council is requested to approve The attached engineering contracts for J-U-B Engineers and Trindera Engineering.

HISTORY:

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

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

There are 2 main issues with this station:

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

J-U-B was contacted for a proposal to design a replacement pump for the turbine and to increase the discharge manhole top elevation. They also would assist with bidding.

Trindera was contacted for a proposal to design the electrical and the standby power systems. They also would assist with bidding.

FINANCIAL ANALYSIS:

The following are the proposed contract amounts:

J-U-B Engineers -	\$23,701.00
Trindera -	<u>\$20,955.00</u>
Total -	\$44,656.00

At this time, construction estimates are not available but they will be prepared during the design work. According to Troy Tymesen and Gordon Dobler there are sufficient reserves to do this work.

PERFORMANCE ANALYSIS:

If funding becomes a concern, with the turbine pump rebuilt, we can hold off on its replacement for probably a year. I recommend that the design be completed at this time. I also recommend that the electrical and standby generator be completed as soon as possible.

DECISION POINT:

The Council is requested to approve The attached engineering contracts for J-U-B Engineers and Trindera Engineering.



Discharge Manholes



Stormwater Pump Station

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC

for

**STORMWATER PUMPING STATION SITE CIVIL AND REPLACEMENT PUMP
DESIGN AT THE WWTP**

THIS AGREEMENT, made and entered into this 5th day of February, 2008, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 82815, hereinafter referred to as the "Consultant." The cost of this contract shall not exceed **Twenty Three Thousand Seven Hundred & One Dollars and no/100's (\$23,701.00)**.

W I T N E S S E T H:

WHEREAS, the stormwater pump station located on the campus of the city's wastewater treatment plant has numerous deficiencies; including

- A vertical turbine pump that is in need of replacement with a solids handling centrifugal submersible pump,
- Associated piping,
- Raising the height of 2 discharge manholes to that of the seawall.

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

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

Section 1. Definitions. In this agreement:

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

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

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

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

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

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by December 31, 2008.

Section 6. Compensation.

A. For Engineering Services as described in **Attachment "A,"** payment shall be on the basis of Fixed Fee. The Fixed Fee shall be as provided in **Attachment "B"** Invoices for work shall be submitted monthly for review and approval.

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

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

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

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

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

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

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

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

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

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

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

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

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for

reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. The City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

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

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

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

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

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

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

Section 23. City Held Harmless.

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

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

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

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

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

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

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

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

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Sandi Bloem, Mayor

Stephen James, Project Manager

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name / Title

ATTACHMENT "A"

SCOPE OF SERVICES CITY OF COEUR D'ALENE WWTP STORMWATER PUMP STATION

Objective

The purpose of this task is to replace the City's existing vertical turbine storm water pump with a submersible pump in the existing storm water wet well. The existing pump is not operational and needs to be replaced with a submersible pump. In addition, the wet well walls need to be raised to prevent over-topping during high river stage. This project will evaluate and design the required improvements to upgrade the station including pump replacement, wet well modifications and piping changes.

Approach

ENGINEER will review required capacity with the CITY, evaluate pump alternatives to meet required capacity, and identify required piping and structural improvements. The CITY will provide access as required to clarify existing conditions. Preliminary design will include a recommendation to the CITY on the recommended final pumping configuration, required piping and structural improvements, and a preliminary opinion of cost. Final design will develop biddable construction drawings, pump specifications and will include a submittal for CITY and the Idaho Department of Environmental Quality (IDEQ) review and approval. Final edits will be completed based on those reviews. The bidding phase will include answering questions as requested by the CITY. The construction phase will include construction observation as requested by the CITY.

The approach will be broken into the following subtasks:

- Preliminary Design
- Final Plans and Specifications
- Bidding and Construction (As specifically authorized by CITY)

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

Task 1 - Survey

1. Perform topographic survey of the existing wet well walls, the intermediate manhole and the existing dike wall. Elevations will be tied to existing WWTP datum as provided by the City.

Task 2 - Preliminary and Final Design

1. Verify the required pump capacity and develop one preliminary pump and piping arrangements for replacement of the existing 5,000 gpm storm water pump. The remaining two submersible pumps will be kept in service.
2. Identify any required structural modifications to permit installation of the pump, accommodate the piping changes, and raise the walls of the existing wet well to a level above the existing river dike elevation.
3. Examine options for sealing the intermediate manhole to prevent overflow during high water events. This is expected to require a bolt down manhole cover.
4. Coordinate with Trindera Engineering for the electrical and controls portions of the project. This is expected to be limited to projected motor loads and locations. All electrical engineering will be performed by Trindera under separate contract between CITY and Trindera.
5. Prepare site plan using base maps provided by the CITY and additional survey information.
6. Review existing record drawing information as provided by the CITY to identify potential utility conflicts.
7. Prepare final plans for the pump station
8. Prepare a final specification for the replacement pump. If required, it is assumed that the City will use the Idaho Standards for Public Works Construction (ISPWC) for the remainder of the project.
9. Produce review plans and specifications for CITY and DEQ review, including a preliminary opinion of probable cost.
10. Provide up to 10 copies of documents for bidding/construction.
11. Attend one CITY review meeting to review final costs and schedule.

Task 3 - Bidding, Construction, and Project Closeout (As Requested by CITY)

1. Answer bidders questions as required regarding the system plan view and pump specification.
2. Provide site visits during construction. Visits may occur during concrete placing, pump installation and pump start-up.

Task 4 - Services Requiring Supplemental Authorization The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested, and authorized in writing by the CITY. Such authorization shall also state the negotiated amount and method of compensation by the CITY. When authorized to proceed, the ENGINEER will:

- Develop a full specification and bidding package.
- Perform construction management/observation.
- Assist the CITY in resolving disputes over bankruptcy or default of the Contractor.
- Assist the CITY as a result of fire, flood, acts of God, legal complaints or default of the Contractor.
- Assist or extend services as a result of strikes, walkouts or other labor disputes, and including acts relating to settlement of minority group problems.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CITY in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction.

Schedule: The proposed schedule for Task 2 is itemized as follows:

Task	Days
Notice To Proceed	
Field survey	15
Preliminary and Final Design	60
Final Contract Documents (from approval of final design)	15

Compensation: Compensation for Tasks will be as follows:

- Task 1 -survey - on a time and materials basis estimated at \$1,750.
- Task 2 - preliminary and final design - On a lump sum basis of \$21,750.
- Task 3 - Bidding and Construction Phase - On a time and materials basis as authorized by the City.

A preliminary man-hour estimate is attached as **Attachment “B”**.

ATTACHMENT "B"

**City of Coeur d'Alene Wastewater Department
WWTP Stormwater Pump Station Upgrades**

LABOR ESTIMATE (in hours)

Principal	Project Manager	Structural PE	Design Engineer	Drafting & Engin Tech	Clerical	Prof Land Survey	Survey & Const. Tech	Survey Crew	Task Totals
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Pump and Wellhouse Upgrades

Survey & Base Plan Development

1.01 Site Survey

	2		4			2	4	4	\$1,795
	2.00		4.00			2.00	4.00	4.00	\$1,795

Design and Contract Documents

2.01 Develop as-built drawings of existing pump wet well

2.02 Verify required pump operating conditions

2.03 Conduct structural evaluation of existing wet well

2.04 Structural modifications of the existing wet well and in-line manhole

2.05 Develop piping details to connect pump

2.06 Coordinate pump design with Trindera Engineering (under separate contract)

2.07 Pump specs & contract documents

2.08 Updated cost opinion

2.09 Print & review plans w/City

2.10 Finalize plans & specifications for IDEQ review

2.11 Address IDEQ comments in writing & issue bid sets

	2		4	16			8		\$2,528
	4		16						\$2,204
	2	8							\$1,419
	2	8		4					\$1,723
	4		8						\$1,465
	8		8						\$2,191
4	8		16		8				\$4,277
	2		4						\$733
	4		4	8					\$1,703
	2		4	4	4				\$1,313
	4		8	8	4				\$2,350

SUBTOTAL 4.00 42.00 16.00 72.00 40.00 16.00 8.00 \$21,906

Bid Phase and Construction Administration/Observation Services

3.01 Bid/award support

3.02 Observe/Administer pump & piping

As requested by the City									
As requested by the City									

SUBTOTAL

TOTAL DAYS 4.00 44.00 16.00 76.00 40.00 16.00 2.00 12.00 4.00

Grand Total

\$23,701

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

TRINDERA ENGINEERING

for

**STORMWATER PUMPING STATION ELECTRICAL DESIGN INCLUDING
STANDBY POWER GENERATOR**

THIS AGREEMENT, made and entered into this 5th day of January 2008, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **TRINDERA ENGINEERING**, an Idaho corporation, with its principal place of business at 1859 N. Lakewood Dr., Suite 103, Coeur d'Alene, ID 83814, hereinafter referred to as the "Consultant." The cost of this contract shall not exceed **Twenty Thousand Nine Hundred & Fifty Five Dollars and no/100's (\$20,955.00)**.

WITNESSETH:

WHEREAS, the stormwater pump station located on the campus of the city's wastewater treatment plant has numerous deficiencies; including

- No immediately available disconnect switches,
- Need for a new replacement pump and wiring,
- No emergency standby power,
- The need for a new control panel.

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

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

Section 1. Definitions. In this agreement:

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

B. The term "Consultant" means Trindera Engineering, 1859 N. Lakewood Dr., Suite 103, Coeur d'Alene, ID 83814.

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

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

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

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by December 31, 2008.

Section 6. Compensation.

A. For Engineering Services as described in **Attachment "A,"** payment shall be on the basis of Fixed Fee. The Fixed Fee shall be as provided in **Attachment "B"** Invoices for work shall be submitted monthly for review and approval.

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

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

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

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

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the

effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

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

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

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

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

under this agreement. Consultant shall provide copies of such work products to the City upon request.

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

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

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

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

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

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

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or

obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

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

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

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

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

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

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

furnish proof thereof, coverage for a period of two years following the completion of the project.

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

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

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

CITY OF COEUR D'ALENE

TRINDERA ENGINEERING

Sandi Bloem, Mayor

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name / Title



November 28, 2007

City of Coeur d'Alene
Wastewater Department
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

Attention: Sid Frederickson

Subject: City of Coeur d'Alene – Storm Water Improvements Project
Proposal for Engineering Services

Dear Sid:

Thank you for the opportunity to submit this proposal for electrical engineering services to assist the wastewater department with the design of the Storm Water Lift Station Improvements Project for the City of Coeur d'Alene. We have prepared this proposal based on our recent meeting and walk through with Sid.

UNDERSTANDING OF PROJECT

It is our understanding that this project will encompass the following main points:

1. Replacement of existing 20hp turbine pump with a new submersible pump.
2. Incorporation of the 125kw generator and automatic transfer switch removed as part of the phase 4B upgrade to provide standby power for the storm water lift station.
3. Electrically, a new feeder will be required for the solids building sump pump panel PNL-774 from MCC 750. The sub feed to MCC 751 will be intercepted rerouted to the Automatic transfer switch and then to MCC 751, which will contain the storm water starters.
4. A new control panel will be required to incorporate the alternating lead-lag-lag controls. The controls will also incorporate lead-lag with a single pump out of service for maintenance function. This panel will be mounted adjacent to MCC751. This may be tied into the plant Ethernet to provide indication and control at the SCADA workstation.

ADDITIONAL SCOPE

The storm water controls may be tied into the plant Ethernet to provide indication and control at the SCADA workstation.

APPROACH AND DELIVERABLES

During the early design phase of this project, we will discuss with the City of Coeur d'Alene the specific design and operational requirements of the new lift station pumps

and control system. Following this effort, we will coordinate the new electrical service requirements and dial-up telephone requirements with the serving utilities, and prepare the electrical plan drawings, one-line diagram and panel schedules, and the control wiring diagrams necessary for control of the new equipment. We will also prepare the necessary Division 16 specifications required for bidding and constructing the electrical portion of this project.

During the bid phase of the project, we will support the City of Coeur d'Alene by answering questions from potential bidders, and preparing any necessary addenda to the electrical bid documents to address issues that arise during the bid process.

During the actual construction phase of the project we will review the contractor's submittals and shop drawings, and conduct a site visit if necessary to confirm compliance with the contract documents.

DESIGN PHASE TASKS:

1. Coordinate site layout with City of Coeur d'Alene wastewater department.
2. Coordinate new electrical feeder requirements with existing systems.
3. Prepare preliminary design documents (plans & specifications) for review purposes.
4. Submit design (90%) review set of plans and specifications for review.
5. Meet with the City of Coeur d'Alene to review the 90% submittals.
6. Finalize plans and specifications.

DELIVERABLES:

Detailed bid plans and specifications (stamped by a Registered Professional Engineer in the State of Idaho).

ASSUMPTIONS:

1. An initial project kick-off meeting will be required to discuss and determine the specific design requirements for the electrical and control system.
2. The new submersible pump will be approximately 20hp in size.
3. Based on the approximate pump size, a revised 480VAC feeder/ATS will be required for MCC 751.
4. A permanently installed 125kw standby power generator will be required at the storm water pump station. This is owner furnished along with the ATS.
5. A new control panel will be required for the revised storm water system.
6. The required electrical plan drawings will be produced based on phase 4B record drawings, which show the intended location of the improvements.
7. Design submittals (drawings and specifications) will be limited to 75%, 90% and 100% submittals.
8. A budgetary electrical construction cost estimate for this project will be required as part of this proposed scope of work.
9. Bid phase services will be provided as part of this proposed scope of work.
10. Construction phase services may be required, but they would be included in a future phase or task order (separate of this proposed scope of work).

STANDARDS

Trindera Engineering Inc. will perform this work in accordance with the applicable sections of the following standards organizations during the design of this project:

NFPA 70 (National Electrical Code)
UL (Underwriters Laboratory)
IBC for Hazardous Classification

DOCUMENT FORMAT

All drawings will be prepared in AutoCAD. All specifications will be prepared in CSI format using MSWord for Windows.

SCHEDULE

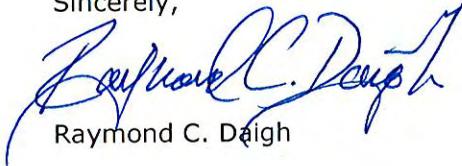
Trindera Engineering is prepared to begin work on this project upon notice to proceed and will work to support your schedule.

PRICE AND TERMS OF COMPENSATION (Terms & Conditions)

A detailed breakdown of the estimated engineering effort and associated engineering fee for each proposed project phase and task is indicated in the attached fee estimate worksheets. Trindera Engineering proposes to work on this project on a time-and-materials, not-to-exceed basis at the rates depicted in the attached fee estimate worksheets for the skill categories indicated. We will not exceed the estimated total amount without prior authorization from you. Invoices will be sent monthly, indicating hours expended in each skill category with the appropriate rate and the total amount of the invoice. Invoices will be due and payable when received.

We appreciate this opportunity to provide our services to you, and look forward to working with you on this project. After you have reviewed this proposal information, we would be happy to discuss any questions, comments or concerns you may have.

Sincerely,



Raymond C. Daigh



Trindera
ENGINEERING

ENGINEERING FEE ESTIMATE

Client	City of Coeur d'Alene Wastewater Department			Date	11/28/2007
Address	710 E. Mullan Avenue			Proposal No.	pr70168
City	Coeur d'Alene	State ID		File Name	EFE70168
Phone	(208) 769-2268			Client Job No.	
Project	Storm Water System Improvements				

Description of Tasks	PM	SE	ENG	DES	DRAFT	ADMIN	TOTAL
Proposal Development	3	0	0	0	0	0	\$315.00
Design Phase							
Administrative	0	0	0	0	0	0	\$0.00
Meetings	2	4	0	0	0	0	\$590.00
Site Visit	0	4	0	0	0	0	\$380.00
Respond to Inquiries	0	6	0	0	0	0	\$570.00
Correspondence	2	8	0	0	0	0	\$970.00
Utility Coordination	1	3	0	0	0	0	\$390.00
QA/QC	0	0	0	0	0	0	\$0.00
Develop Standard Operating Procedures	0	0	0	0	0	0	\$0.00
Plan Drawings (Final - 100% Complete)	0	28	0	27	24	0	\$6,125.00
Specifications (Final - 100% Complete)	0	4	0	0	0	0	\$380.00
Functional Description	1	4	0	0	0	0	\$485.00
RFQ Preparation	2	4	0	0	0	0	\$590.00
Construction Cost Estimate	2	2	0	0	0	0	\$400.00
Generator Sizing Calculations	1	2	0	0	0	0	\$295.00
Project Management	4	10	0	0	0	6	\$1,610.00
Expenses							\$85.00
Design Phase Total	15	79	-	27	24	6	\$12,870.00
Bid Phase							
Meetings	3	6	0	0	0	1	\$925.00
Respond to Inquiries	2	0	0	0	0	0	\$210.00
Correspondence	2	2	0	0	0	1	\$440.00
Utility Coordination	0	0	0	0	0	0	\$0.00
Addenda	0	3	0	0	0	2	\$365.00
Expenses							\$0.00
Bid Phase Total	7	11	-	-	-	4	\$1,940.00
Construction Phase							
Meetings	10	20	0	0	0	0	\$2,950.00
Site Visit	2	0	0	0	0	0	\$210.00
Respond to Inquiries	1	4	0	0	0	0	\$485.00
Correspondence	1	2	0	0	0	0	\$295.00
Utility Coordination	0	0	0	0	0	0	\$0.00
Testing	0	2	0	0	0	0	\$190.00
Submittal Review	1	2	0	0	0	0	\$295.00
Project Management	5	5	0	0	0	4	\$1,160.00
Expenses							\$85.00
Construction Phase Total	20	35	-	-	-	8	\$5,830.00
GRAND TOTAL							\$20,955.00

**CITY COUNCIL
STAFF REPORT**

DATE: February 5, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Meadow Ranch Subdivision, Final Plat, Subdivision Improvement Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 55 lot, residential/commercial development.
2. City Council approval of the subdivision agreement and security.

HISTORY

- a. Applicant: Dennis Cunningham
Meadow Ranch Development Corporation
PO Box 3398
Coeur d'Alene, ID 83816
- b. Location: Corner of Howard Street & Bosanko Avenue
- c. Previous Action:
 1. August 2006, preliminary plat denied by the CdA Planning Commission.
 2. December 2006, preliminary plat approved by the City Council.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$ 711,461.00, and, naming the City of Coeur d'Alene as the recipient to cover the cost of the installation of the required outstanding public improvements should he default on their installation.

PERFORMANCE ANALYSIS

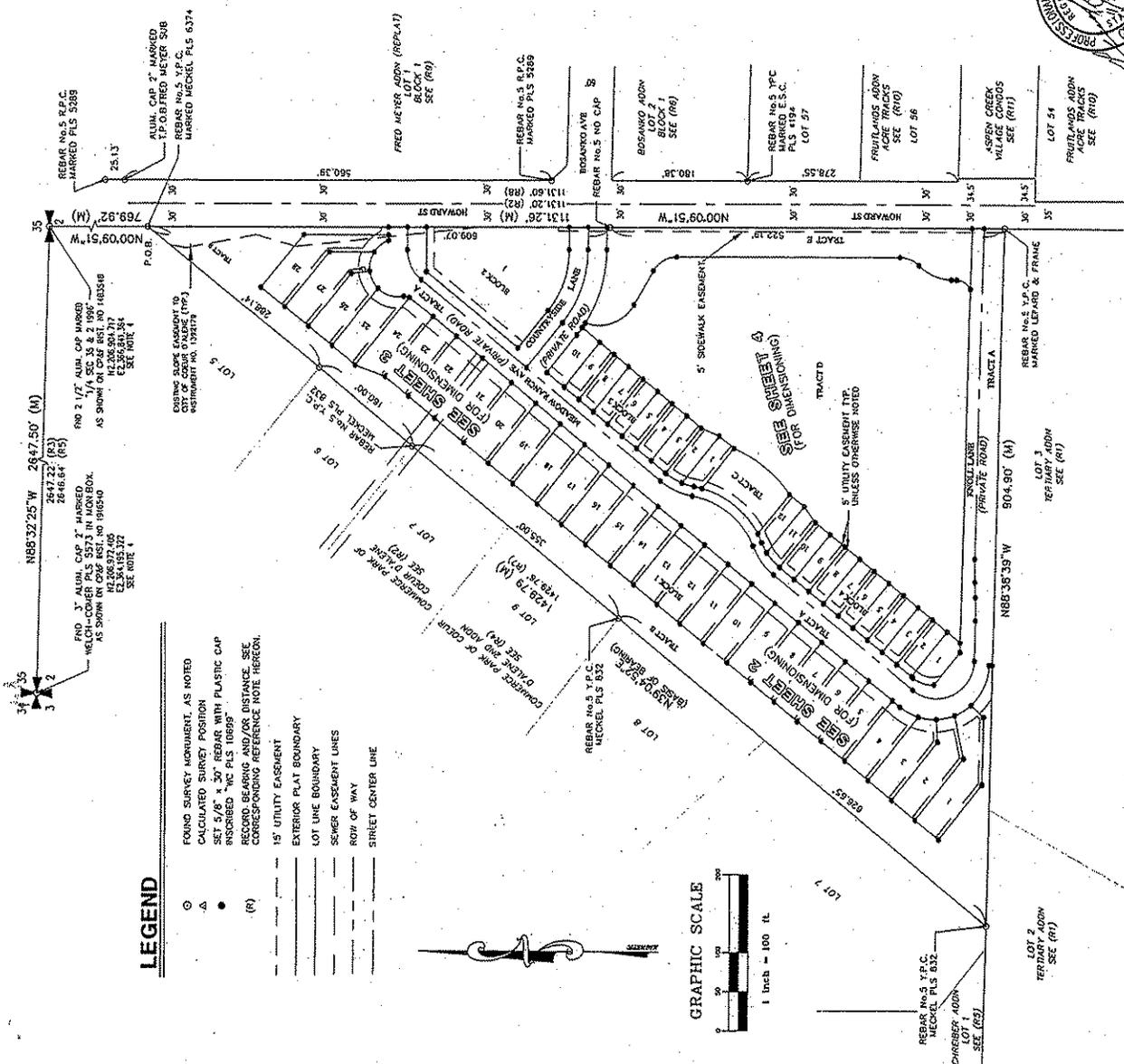
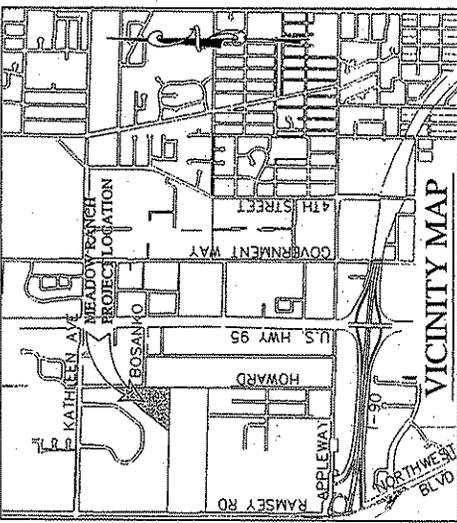
The developer has installed a portion of the required public improvements and is entering into a subdivision agreement and installing security to cover the outstanding items for this phased residential/commercial development. The developer has agreed to have the installation of the remaining items completed by April 15, 2008.

DECISION POINT RECOMMENDATION

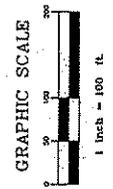
1. Approve the final plat document.
2. Approve the subdivision agreement and accompanying security.

MIRADOW IRANCIHI

A PORTION OF SCHREIBER ADDITION LOTS 3 AND 4 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



- LEGEND**
- FOUND SURVEY MONUMENT, AS NOTED
 - △ CALCULATED SURVEY POSITION
 - SET 5/8" x 30" REBAR WITH PLASTIC CAP
 - RECORDED "MC PLS 10699"
 - (R) RECORD BEARING AND/OR DISTANCE. SEE CORRESPONDING REFERENCE NOTE HEREOF.
 - 15' UTILITY EASEMENT
 - EXTERIOR PLAT BOUNDARY
 - LOT LINE BOUNDARY
 - SEWER EASEMENT LINES
 - ROW OF WAY
 - STREET CENTER LINE



REFERENCES:

- R1 PLAT OF TERRY ADDITION, JANUARY 14, 1985, BOOK F OF PLATS, PAGE 167.
- R2 PLAT OF COMMERCE PARK OF COEUR D'ALENE, MAY 6, 1992, BOOK F OF PLATS, PAGES 372 AND 373A.
- R3 PLAT OF COMMERCE PARK OF COEUR D'ALENE 1ST ADDITION, MARCH 2, 1994, BOOK G OF PLATS, PAGES 101 AND 101A.
- R4 PLAT OF COMMERCE PARK OF COEUR D'ALENE 2ND ADDITION, SEPTEMBER 19, 1995, BOOK G OF PLATS, PAGES 251, 259A AND 259B.
- R5 PLAT OF SORBERG ADDITION, AUGUST 25TH, 1996, BOOK F OF PLATS, PAGES 185 AND 185A.
- R6 PLAT OF BOSANIKO ADDITION, JUNE 8, 2004, BOOK J OF PLATS, PAGES 42 AND 42A.
- R7 RECORD OF SURVEY, JANUARY 24, 1995, BOOK 19, PAGE 188.
- R8 ANNOTED RECORD OF SURVEY, MAY 11, 1995, BOOK 17, PAGE 62.
- R9 PLAT OF FRED IVES ADDITION (REPLAT), JUN. 14, 1997, BOOK G, PAGE 433.
- R10 PLAT OF FRUITLAND ADDITION ACRES TRACTS, OCT. 1, 1906, BOOK B, PAGE 108.
- R11 PLAT OF ASPEN CREEK VILLAGE CONDOMS, OCT. 23, 2006, BOOK J, PAGE 392.

SURVEYOR'S NOTES:

- ① RELIABLE AGENCY FOR MEASUREMENTS AND/OR DISTANCES NOTED HEREON MAY BE FOUND ON THE OFFICIAL RECORDS OF KOOTENAI COUNTY, IDAHO.
- ② UNLESS OTHERWISE STATED, ALL COORDINATES AND/OR DISTANCES WHICH MAY BE FOUND HEREON ARE PROJECT COORDINATES AND/OR GROUND DISTANCES.
- ③ ALL BOUNDARY AND PLAT OR INSTRUMENT NUMBERS REFER TO DOCUMENTS FROM THE OFFICIAL RECORDS OF KOOTENAI COUNTY, IDAHO.
- ④ COORDINATES SYSTEM USE CITY OF COEUR D'ALENE GRID COORDINATES.
- ⑤ SEE SHEET 1, 2 & 3 FOR THE ADJACENT LOTS.
- ⑥ SEE SHEET 2 THRU 3 FOR INTERIOR LOT MEASUREMENTS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS N 39° 04' 52" E ALONG THE SOUTHEASTLY BOUNDARY OF COMMERCE PARK OF COEUR D'ALENE (R2) AND COMMERCE PARK CITY OF COEUR D'ALENE 2ND ADDITION (R4) AND IS BASED ON THE IDAHO STATE PLANE COORDINATE (STPC) SYSTEM, WEST ZONE, HAD 1983. THE CITY OF COEUR D'ALENE COMMISSIONER ADJUSTMENT FACED IN 1999 WAS USED TO ADJUST FROM STATE PLANE GRID TO PROJECT GROUND COORDINATES AND DISTANCES. ALL DISTANCES AND BEARINGS WERE MEASURED IN THE FIELD AND ADJUSTED TO THE STPC SYSTEM. THE CONVERGENCE ANGLE FROM ALL NORTHWEST AND SOUTHWEST BEARINGS, AND ALL THE CONVERGENCE ANGLE TO ALL INTERIOR AND SOUTHEAST BEARINGS.



WELCH-COMER SURVEYING
 200-884-2892
 501 W. KATHLEEN AVE.
 COEUR D'ALENE, IDAHO 83814

MEADOW RANCH

A portion of the Schreiber Addition in Section 2, T.50N., R.4 W. B.M., City of Coeur d'Alene, Kootenai County, Idaho

1 OF 6

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of February, 2008 between the Meadow Ranch Development Corporation, with Dennis E. Cunningham as President, whose address is PO Box 3398, Coeur d'Alene, ID 83816, 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 Meadow Ranch subdivision, a fifty five (55) lot residential/commercial subdivision in Coeur d'Alene, situated in the northwest quarter of Section 2, 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 public improvements: sanitary sewer and appurtenances, water system and appurtenances, drainage swales and appurtenances, concrete curb and gutter, concrete sidewalk, asphalt roadway construction and appurtenances, signage, street lighting and monumentation, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 15th day of June, 2008. Said improvements are more particularly described on the subdivision improvement plans entitled "Drawings for the Construction of the Meadow Ranch, Project No. 11771", dated September 28, 2007, signed and stamped by Phillip F. Boyd, PE # 7898, of Welch Comer & Associates, Inc., 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 Seven Hundred Eleven Thousand Four Hundred Sixty One and 00/100 Dollars (**\$711,461.00**) 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 stated date by which the improvements are to be completed as provided herein. A copy of the provided security is marked Exhibit "A" attached hereto, and, by reference made a part hereof. The security shall provide that upon failure of the Developers 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 Developers shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developers. 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.

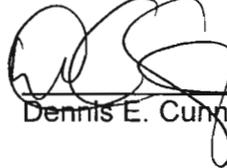
CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

MEADOW RANCH DEVELOPMENT CO.



Dennis E. Cunningham, President



Panhandle
STATE BANK

A Division of Intermountain Community Bank

IRREVOCABLE STANDBY LETTER OF CREDIT

Date: January 29, 2008

Beneficiary: City of Coeur d' Alene
710 E. Mullan Avenue
Coeur d' Alene, ID 83814

Applicant: Dennis Cunningham
ActiveWest LLC
PO Box 3398
Coeur d' Alene, ID 83814

Letter of Credit Number: 08-630

Expiration Date: January 29, 2009

At: Credit Administration located at Panhandle State Bank 200 W. Neider Ave., Coeur d'Alene, Idaho on or before 5:00 p.m. on expiry date.

AMOUNT: U.S. \$711,461

NOT EXCEEDING –

We hereby issue our Irrevocable Standby Letter of Credit in lieu of performance bond available by your draft(s) drawn on sight at Panhandle State Bank and accompanied by the following documents:

1. Beneficiary's signed statement certifying that ActiveWest, LLC is in default in its obligation to the beneficiary for breach of warranty and failure to cure a deficiency to The State of Idaho, commodity Indemnity Fund, and is in violation of the Agreement between the Beneficiary and ActiveWest, LLC.
2. The original of this Letter of Credit and any amendments.

Re: Resolution No. 08-006

SPECIAL CONDITIONS:

1. All banking charges other than those of the issuing bank are for the account of the beneficiary.
2. Partial drawings are permitted.

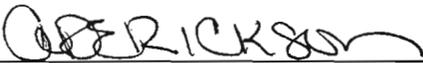
Drafts drawn under this credit must bear the clause: "Drawn under Panhandle State Bank Irrevocable Letter of Credit No. 08-630."

Pursuant to U.S. Law, we are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S. Department of Treasury or subject to the denial of export privileges by the U.S. Department of Commerce.

This Letter of Credit is subject to and governed by the International Chamber of Commerce Uniform Customs and Practice for Commercial Documentary Credits (2007 Revision) (UCP No. 600).

We hereby engage with you that draft(s) drawn and/or documents presented under and in compliance with the terms of the Irrevocable Standby Letter of Credit will be duly honored upon presentation to us.

Panhandle State Bank
Member FDIC

By: 

Angela D. Erickson
VP/Commercial Lending

By: 

Ron L. Ouren
VP/Branch Manager

**CITY COUNCIL
STAFF REPORT**

DATE: February 5, 2008
FROM: Jim Markley, P.E., Superintendent, Water Department
SUBJECT: Acceptance of bid for the Armstrong Park water booster station.

=====

DECISION POINT: Staff requests Council acceptance of the bid from TML Construction, Inc. for the Armstrong Park water booster station in the amount of \$396,599.00.

HISTORY: The acquisition of the Armstrong Park water system was funded by a surcharge of the customers of that system. The surcharge includes funding to rebuild the booster station as an above ground facility. The current station is in a vault and Water Department policy is to not have underground booster stations for maintenance and employee safety reasons.

BID RESULTS: We received five bids as follows:

- TML Construction \$396,599.00
- Schimmels Construction \$401,655.00
- Kirby-Hunt Construction \$416,607.05
- General Industries \$429,057.28
- S & L Underground \$463,745.00

The Engineer's estimate was \$450,000. The lowest responsive bid was that of TML Construction in the amount of \$396,599.00.

FINANCIAL ANALYSIS: The new station will be funded with monies generated by the surcharge. The up front costs will come from unexpended fund balance.

DECISION POINT/RECOMMENDATION: Staff requests Council acceptance of the TML construction bid for the new Armstrong Park booster station.

Contract

THIS CONTRACT, made and entered into this 5th day of February, 2008, 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 TML CONSTRUCTION, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its mailing address as P.O. Box 2970, Hayden, Idaho 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the 2007 Armstrong Park Booster Station Replacement Project Rebid 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:

2007 Armstrong Park Booster Station Replacement Project Rebid

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

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

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

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

The CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of \$396,599.00, as detailed below. 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 BID
401.4.1.B.1	6" Flange Coupling Adaptors	4	EA	\$250.00	\$1,000.00
401.4.1.B.1	6" Class 250 FL Tee	2	EA	\$285.00	\$570.00
401.4.1.A.1	8" Class 250 DI Pipe	35	LF	\$100.00	\$3,500.00
401.4.1.B.1	8" x 6" 250 Reducers	2	EA	\$300.00	\$600.00
402.4.1.A.1	8" Class 250 Butterfly Valves	2	EA	\$2,500.00	\$5,000.00
706.4.1.A.5	Curb and Gutter	60	LF	\$20.00	\$1,200.00
1103.4.1.A.1	Construction Traffic Control	1	EA	\$1,800.00	\$1,800.00
2010.4.1.A.1	Mobilization and Bonding	1	LS	\$19,500.00	\$19,500.00
2040.4.1.A.1	Chain Link Fence	215	LF	\$28.00	\$6,020.00
2040.4.1.B.1	20' Chain Link Roller Gate	1	EA	\$2,400.00	\$2,400.00
SP-1	Pump House Structural, Electrical and Mechanical	1	LS	\$324,734.00	\$324,734.00
SP-2	Site Work	1	LS	\$23,550.00	\$23,550.00
SP-3	Rock Excavation	365	CY	\$5.00	\$1,825.00
SP-4	Abandonment of Existing Station	1	LS	\$830.00	\$830.00
SP-5	Wastewater Siphon Panel Relocation	1	LS	\$2,530.00	\$2,530.00
SP-6	Wastewater Telemetry Additions	1	LS	\$1,540.00	\$1,540.00
BID TOTAL:					\$396,599.00

The **CONTRACTOR** shall complete all work and be ready for final acceptance within **one hundred thirty-five (135) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**. The **CONTRACTOR** shall complete all work necessary to make the Armstrong Park Booster Station Replacement Project fully operational (capable of discharging 210 gpm of potable water into the City's water system), by the milestone date of **July 1, 2008**.

The **CONTRACTOR** and **OWNER** recognize that time is of the essence of this Agreement and that the **OWNER** will suffer financial loss if the work is not completed within the times specified in the paragraph above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by the **OWNER** if the work is not completed on time. Accordingly, instead of requiring any such proof, the **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty), the **CONTRACTOR** shall pay the **OWNER** \$500.00 for each day that expires after the time specified in the previous paragraph for Substantial Completion until the work is substantially complete. After Substantial Completion, if the **CONTRACTOR** shall neglect, refuse, or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by the **OWNER**, the **CONTRACTOR** shall pay the **OWNER** \$250.00 for each day

that expires after the time specified in the previous paragraph for completion and readiness for final payment until the work is completed and ready for final payment.

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 Section 2 of the Contract Documents, entitled, "Standard General Conditions of the Construction Contract.

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

(SEAL)

CONTRACTOR:

TML CONSTRUCTION, INC.

By: _____
Its: _____

ATTEST:

(SEAL)

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 5th day of February, 2008, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of February, 2008, before me, a Notary Public, personally appeared **Brian Peterson**, known to me to be the President, of **TMI CONSTRUCTION, INC.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: January 17, 2008

From: Glenn Lauper, Deputy Fire Chief

Re: Proposed changes in the fire department fee schedule

DECISION POINT: The fire department established a fee schedule for issuing permits based upon the 2003 International Fire Code (IFC) under section 104.2. The fire department currently performs services for the public, developers and contractors in order to obtain operational and construction permits. This new fee schedule accurately reflects the current cost of performing these services for new construction and operational issues such as burning permits.

HISTORY: The city recently adopted the 2006 edition of the IFC and the International Building Code (IBC). These codes are enforced uniformly and serve as the standard for building construction and fire safety maintenance. The purpose of establishing (updating) fees for fire safety inspections has been to supplement the general fund resources and have growth pay for new construction services and demands.

FINANCIAL ANALYSIS: These fees reflect the results of a comprehensive study of cost analysis and examples of recent construction projects examples. This fee schedule has also been reviewed by and accepted by the Government Issues Committee of the North Idaho Building Contractors Association (NIBCA) (See attached letter 1/14/08). In addition, I presented a synopsis of this fee schedule to the Joint Government Issues Committee of the NIBCA on 1/15/08.

QUALITY OF LIFE ANALYSIS: Fire safety begins with a clear understanding of the developer's vision and documented communication between the developers and city staff throughout the project. Fire safety is obtained through uniform interpretation, enforcement and maintenance inspections of fire code requirements.

DECISION POINT/RECOMMENDATION: Have the mayor and council adopt the proposed fire department fee schedule.

Proposed 2008 Fire Department Fee Schedule with changes

Fire Code Plan Review:

Commercial and Multi-Family
15% of the Bldg Permit Fee if less than \$1,000,000 valuation
10% of the Bldg Permit Fee if more than \$1,000,000 and less than \$35,000,000 valuation
5% of the Bldg Permit Fee if more than \$35,000,000 valuation
Changed from 15% of BPF with a \$500 max

Fire System Plan Review:

Fire Sprinkler/Underground/Standpipe Systems – new/alterations

Plan Review \$4.00 per sprinkler head – \$50 minimum (or which ever is greater)
(Includes the plan review and inspections)
Changed from \$100 flat fee

Fire Alarm System – new/alterations

Plan Review \$4.00 per device - \$50 minimum (or which ever is greater)
(Includes the plan review and one inspection)
Each Additional Inspection \$50 per hour, minimum one hour charge
Changed from \$100 flat fee

Commercial Hood:

Plan Review \$50 minimum or 5% of value of the Hood Suppression Unit, whichever is greater. (plan review and one final inspection)
Changed from \$100 flat fee

Fire Pumps:

Review and one Inspection \$100
No change

Inspections:

Failure to Cancel a Scheduled Inspection (Double Inspection Fee) \$100
Inspections Required by Outside Agency \$50 per hour
Failure to Obtain Permit Double Permit Fee
These are new

Fireworks Permits:

Inspection of Retail Sales Booth \$100
Permit for Public Display, Use of Pyrotechnics \$50

No change

Flammable Liquid Storage Tanks:

Permit for Installation review inspection)	\$150 (includes plan and one
Permit for Removal/Abandonment/Disposal <i>Changed from \$50</i>	\$50/hr

Blasting Permit:

Permit for Single Detonation	\$100
Permit for Multiple Detonations	\$200
Inspections/Monitoring	\$50/site visit
<i>No change</i>	

Burn Permits:

Bonfire/Construction Warming Fire	\$25
Yard Waste 10 day	\$2
Slash Pile	
3 day	\$50
7 day	\$100
<i>No change</i>	

Temporary Membranes, Tents, Canopies:

Single Unit for duration of event	\$50
Multiple Units for duration of event	\$100
<i>No change</i>	



North Idaho Building Contractors Association

1928 N. 4th Street, Coeur d'Alene, ID 83814
Phone: (208) 765-5518 Fax: (208) 765-5519
Web site: www.nibca.com Email: info@nibca.com

January 14, 2008

Glenn W. Lauper, Deputy Chief
City of Coeur d'Alene Fire Department
320 Foster Avenue
Coeur d'Alene, ID 83814

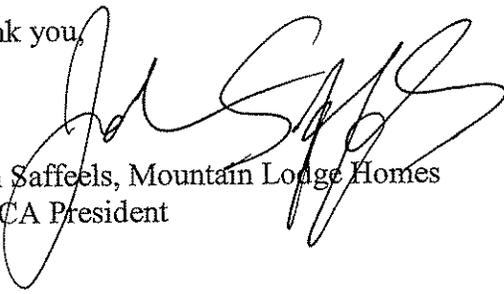
RE: Proposed City of Coeur d'Alene Fire Department Fee Schedule

Dear Glenn,

The NIBCA Government Issues Committee brought the January 7, 2008, revised Fire Department fee schedule to the NIBCA Board of Directors during the Leadership's 2008 Plan Day, and I am pleased to notify you that the proposed fees were unanimously accepted.

We have appreciated the opportunity to work with you developing the revisions, and we look forward to future round-table discussions between the City's Fire Department and our building industry representatives.

Thank you,


John Saffeels, Mountain Lodge Homes
NIBCA President

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

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

(Office Use Only) Amt Pd 108-33
Rec No 331517
Date 2007 + 2008 lic pymt.
Date to City Council: 02-05-08
Reg No. _____
License No. _____
Rv _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input checked="" type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00
	Beer Wine Liquor Consumed on premise yes no	

Business Name	SAN FRANCISCO SOURDOUGH EATERY		
Business Address	2392 N OLD MILL LP., CDA		
City State Zip	CDA, ID 83814		
Business Contact	Telephone Number:	Fax:	
	208-676-9254	208-676-9109	
Manager Name	JANELLE KUHN		
Manager Home Address	1961 W. RIDGEMONT AVE, HAYDEN 83835		
Manager Information	Social Security No.	Date of Birth	
Manager Contact	Telephone:	Cell:	e-mail:
Manager Place of Birth	MISSOULA, MT		
License Applicant	MJ3C, LLC		
Filing Status (circle one)	Sole Proprietor	Corporation	Partnership <u>LLC</u>
Address of Applicant	PO BOX 723 HAYDEN, ID 83835		
Applicants Prior Address for past five years	1961 W. RIDGEMONT AVE, HAYDEN, ID 83835		
Applicants Prior Employment for past 5 years	AVISTA UTILITIES 1735 N. 15TH ST. CDA, ID 83815		

CITY OF COEUR D'ALENE

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

Amt Pd 250-
 Date Pd 01-29-08
 Council 02-05-08-
 Issued Date _____
 License No _____

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	Hampton Inn & Suites - CDA
Business Address	1500 Riverstone Drive, Coeur d'Alene, ID
Bus Telephone No	208-769-7900
E-Mail Address	n/a
Manager Name	Lindsay Stratford
Manager Home Address	
Manager Home Telephone No.	
Mgr Social Security No	
Mgr Date of Birth	
Mgr Place of Birth	
License Applicant	AmeriTel Inns, Inc.
Filing Status- (circle one)	Sole Proprietor <u>Corporation</u> Partnership LLC Other _____
Address of Applicant	10200 W. Emerald, Boise, ID 83704
Applicant's Prior Address past 5 yrs	same
Applicant's Prior Employment past 5 yrs	n/a

ANNOUNCEMENTS

Memo to Council

DATE: January 25, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointment and re-appointment are presented for your consideration for the February 5th Council Meeting

BEN WOLFINGER (Appointment)
JOHN SCHWANDT (Reappointment)

CIVIL SERVICE COMMISSION
URBAN FORESTRY COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Pam MacDonald, Civil Service Commission Liaison
Karen Haskew, Urban Forestry Committee Liaison

Memo to Council

DATE: January 16, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointments/re-appointments are presented for your consideration for the February 5th Council Meeting:

NOELLE GIDDINGS, DVM (Reappointment)	ANIMAL CONTROL BOARD
DAVID TESTER, DVM (Reappointment)	ANIMAL CONTROL BOARD
FRANK COSTELLO (Reappointment)	JEWETT HOUSE ADV. BOARD
JOHN BORAAS (Reappointment)	JEWETT HOUSE ADV. BOARD
BARBI HARRISON (Appointment)	CHILDCARE COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director/Animal Control Brd Liaison
Steve Anthony, Jewett House Advisory Board Liaison
Kathy Lewis, Childcare Commission Liaison

Memo to Council

DATE: January 22, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointments/re-appointments are presented for your consideration for the February 5th Council Meeting:

KENDALL BODKIN, DVM (Reappointment)
THERESA SHAFFER (Appointment)
CAROLYN LEEGE (Reappointment)
STEVE BLOEDEL (Reappointment)

ANIMAL CONTROL BOARD
ARTS COMMISSION
URBAN FORESTRY COMMITTEE
URBAN FORESTRY COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Arts Commission Liaison
Karen Haskew, Urban Forestry Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

Tuesday, January 22, 2008

COMMITTEE MEMBERS PRESENT

Ron Edinger, Chairman
John Bruning

COMMITTEE MEMBERS ABSENT

Deanna Goodlander

STAFF PRESENT

Mike Gridley, City Attorney
Kenny Gabriel, Fire Chief
Glenn Lauper, Deputy Fire Chief
Steve Anthony, Recreation Director

CITIZENS PRESENT

Pat Acuff

Item 1. Preventative Health Assistance Program / Agreement with Dept. of Health and Welfare – Medicaid Division.

(Resolution No. 08-000)

Steve Anthony, Recreation Director, reported that the Idaho Department of Health and Welfare has recognized the importance of recreation and physical activity to help combat obesity and to promote healthy life styles. This is a new program that the state has offered to cities to help families receiving Idaho Medicaid. Mr. Anthony added that this program will not have a large financial affect on the city. The agreement is that the city will accept vouchers that have been issued by the state for recreation registration fees. The city will then be reimbursed by the state for the cost of the registration fee(s). The only expense to the city will be in invoicing the state for the amount of the vouchers.

MOTION: RECOMMEND Council adopt Resolution No. 08-000 authorizing an agreement with the Idaho Department of Health and Welfare – Medicaid Division to participate in their preventive Health Assistance Program.

Item 2. Request to Surplus Property – Miscellaneous Fire Dept. Property.

(Consent Calendar)

Kenny Gabriel, Fire Chief, is requesting approval to declare certain items as surplus and allow the Fire Department to take the items to Auction. Mr. Gabriel stated that the items are taking up valuable storage space and will not be used for any purpose in the future.

Councilman Bruning asked if the items will be offered to other area fire departments before going to auction. Mr. Gabriel replied, “yes”.

MOTION: RECOMMEND Council declare the presented list of items surplus and allow the Fire Department to take the items to auction.

Item 3. Proposed Fee Amendments / Fire Dept. Development & Operations Fees.
(Agenda Item)

Glenn Lauper, Deputy Fire Chief, reported that the Fire Department established a fee schedule for issuing permits based upon the 2003 International Fire Code. The Fire Department performs services for the public, developers and contractors in order to obtain operational and construction permits. The new fee schedule accurately reflects the current cost of performing these services for new construction and operational issues such as burning permits.

Mr. Lauper noted that the city recently adopted the 2006 edition of the International Fire Code and the International Building Code. These codes are enforced uniformly and serve as the standard for building construction and fire safety maintenance. The purpose of establishing (updating) fees for fire safety inspections has been to supplement the general fund resources and have growth pay for new construction services and demands. Mr. Lauper added that the fee schedule has been reviewed and accepted by the Government Issues Committee of the North Idaho Building Contractors Association (NIBCA).

MOTION: RECOMMEND Council set a public hearing for the first meeting in March regarding the proposed Fire Department, new & amended, fee schedule.

PUBLIC COMMENTS:

Pat Acuff stated that he was asked to report back to the Committee regarding the *Land Use Conflict / Noise, Vibration, Light-Glare* issues he raised at the January 7th meeting. Mr. Acuff reported that he and the Legal Department were to speak with the developer of Meadow Ranch, Dennis Cunningham (Active West), as well as his attorney, Gary Allen, to ask them to consider rezoning the Meadow Ranch development from Residential to Commercial. Mr. Acuff reported that they returned a letter stating they are reluctant to do so noting they don't share the apprehensions that he does. The letter included a statement saying the residents would grant each adjacent Commerce Park property owner a covenant that would prohibit lawsuits or formal complaints from the residents of the development regarding noise, lights and other potential nuisance. Mr. Acuff stated that this is a nice gesture on their part but he doesn't think it will do what they need it to do. The zoning laws are still there.

Mike Gridley stated that though reluctant, he believes Active West is willing to talk more about it. Councilman Edinger asked City Attorney, Mike Gridley if any amendments could be made to the zoning code. Mr. Gridley talked about the possibility of a code amendment that could state something like...if you have zoning that is industrial or commercial and you request a rezone to residential, then current noise ordinance does not apply to you.

Councilman Edinger expressed his desire to have the full committee present before further discussing any code amendment. Mr. Edinger asked Mr. Acuff and the Legal Department to further discuss rezoning with Active West. If they are not able to agree on a rezone then the Committee can have a special meeting next week, when all members are present, to discuss possible code changes.

The meeting adjourned at 4:35 p.m.

Respectfully submitted,

Juanita Van Cleave
Recording Secretary

**PARK & RECREATION COMMISSION
STAFF REPORT**

Date: January 14, 2008
From: Steve Anthony, Recreation Director
SUBJECT: **PREVENTIVE HEALTH ASSISTANCE PROGRAM AGREEMENT**
(General Services Committee Action Required)

DECISION POINT:

Enter into an agreement with the Idaho Department of Health & Welfare – Medicaid Division to participate in their Preventive Health Assistance Program.

HISTORY:

The Idaho Department of Health & Welfare has recognized the importance of recreation and physical activity to help combat obesity and to promote healthy life styles. This is a new program that the state has offered to cities to help families receiving Idaho Medicaid.

FINANCIAL ANALYSIS:

This program will not have a large financial affect on the city. The agreement is that we will accept vouchers issued by the state. The city will be reimbursed for the cost of the program. The only expense is that the city will have to invoice the state for the amount of the voucher.

PERFORMANCE ANALYSIS:

This is a program that will be beneficial to our citizens; it will give families an opportunity to participate in City Recreation Programs.

RECOMMENDATION:

It is recommended by Recreation Department staff that the city enter into an agreement with the Idaho Department of Health & Welfare – Medicaid Division to participate in their Preventive Health Assistance Program.

RESOLUTION NO. 08-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A VENDOR AGREEMENT TO PROVIDE PREVENTIVE HEALTH ASSISTANCE (PHA) BENEFITS TO MEDICAID PARTICIPANTS WITH THE IDAHO DEPARTMENT OF HEALTH AND WELFARE MEDICAID DIVISION, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 3232 ELDER STREET, BOISE, ID 83720-0036.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Vendor Agreement with Idaho Medicaid, to provide Preventive Health Assistance benefits to Medicaid participants, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 5th day of February, 2008.

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 BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Preventive Health Assistance Unit
Department of Health & Welfare - Medicaid Division
3232 Elder Street, Boise, ID 83720
208-364-1843/ 208-364-1807 or 1-877-364-1843

Welcome!

Thank you for your interest and willingness to partner with Idaho Medicaid to provide Preventive Health Assistance (PHA) benefits to Medicaid participants. The PHA benefit assists individuals to live healthier lifestyles by promoting healthy behaviors in the areas of Wellness, Weight Management and Tobacco Cessation.

All the forms necessary to sign up as a PHA vendor are included in this packet. There is also a sample of the PHA voucher / vendor agreement. The PHA voucher serves the dual purpose of Medicaid's promise to pay and your agreement with Medicaid.

Being a PHA vendor enables you to provide agreed upon products or services to PHA participants. By being a PHA vendor, you agree to accept PHA vouchers toward or for the purchase of approved PHA products and services. You further agree to paper bill Medicaid for reimbursement.

Please fill out the enclosed vendor agreement including the W-9 form and EFT information (*if applicable*) and return them to us. You can send the items by mail to the address above or via email to medicaidphaprogram@dhw.idaho.gov.

If you have additional questions, please call Cindy or Brad at: 208-364-1843, 208-364-1807 or toll free at 1-877-364-1843.

Sincerely,

Cindy Brock & Brad Perry
Plan Administrators
Preventive Health Assistance

Return this completed application packet to:

Idaho Department of Health and Welfare Medicaid Division
Preventative Health Assistance Unit
3232 Elder Street
Boise, Idaho 83720-0036

For Department Use

Date Entered:

Date Scanned:

Enrollment Number:

Insurer Invoice Number:

**Vendor Information
Preventive Health Assistance**

This packet is divided into two sections:

1. Section one contains a sample of the voucher / vendor agreement
2. Section two contains the 1) W-9 Form 2) The Authorization of Electronic Funds Transfer forms for your signature

Below is a list of all the individual documents. All of these documents are included in this application packet.

Checklist for Completing your Enrollment Packet

- Reviewed sample PHA voucher /vendor agreement** (required)
- Authorization for Electronic Funds Transfer Form** (optional)
- W-9 Form** (required)

Once you have completed all of the required materials, take a moment to check off each item listed above. Incomplete applications are returned to the vendor. Be sure to **date and sign** all forms.

Make a copy of this application packet for your records. Send the original to the address at the top of this page. If you have questions about the status of your application, contact the Preventative Health Assistance (PHA) Unit at 208-364-1843/208-364-1807 or 1-877-364-1843

State of Idaho
Department of Health and Welfare – Medicaid
AUTHORIZATION of PAYMENT for PREVENTIVE HEALTH ASSISTANCE
VOUCHER for GOODS and SERVICES

PHA Benefit: **Wellness** **Behavior**

VOUCHER NO. _____

Vendor Name _____ **Participant** _____

Vendor Address _____ **Medicaid ID Number** _____

The Department of Health and Welfare – Medicaid Division hereby promises to promptly reimburse _____, vendor, for the goods or service described below at the maximum amounts described below, and provided to participant named above.

In exchange, PROVIDER, agrees to the following: 1. To accept this voucher as payment for or toward the purchase of the below listed goods or services, for the participant listed prior to the voucher expiration date. 2. To maintain a record of the transactions made under this agreement. 3. To furnish on request from federal or state Medicaid auditors, information relating to purchases made under this Agreement. 4. To bill the Medicaid Preventive Health Assistance program for the exact amount of the below listed goods or services or the up to amount of the voucher whichever is less. 5. To bill the Medicaid Preventive Health Assistance program within 365 days of the date accepted for or toward purchase of the below listed goods or services. 6. This Agreement expires 1 year following the voucher expiration date.

Voucher for _____

Voucher may be accepted for UP TO \$ _____ **amount.**

Voucher may not be accepted after _____ **date.**

Authorized by _____ **Title** _____

Date _____

Address: Medicaid PHA Unit, 3232 Elder St, Boise, ID 83709
Phone: 208-364-1843 or 1-877-364-1843

NOT NEGOTIABLE FOR CASH

After this transaction is completed, you can secure payment by mailing your billing statement ACCOMPANIED BY THE ORIGINAL VOUCHER or Facsimile of original to the address listed above within one year of the date the goods or services were provided. Payment will not be made if billing is not submitted within the one year time limitation. Do NOT include sales tax on your billing because the State of Idaho is tax exempt.

Participant Signature *(Sign when goods or services are received)*

Date Redeemed

Vendor Representative PRINTED Name

Vendor Representative Signature *(Sign when payment for goods or services is accepted)*

Date accepted

Authorization for Electronic Funds Transfer

Complete all of the sections below **if** you wish to have your payments automatically deposited to your bank's checking or savings account. The transaction routing number can be obtained from your bank.

Important: If you want the deposit made to a checking account, attach a voided check. If you want the deposit made to a savings account, attach a letter from the bank verifying the account.

Vendor Account Name	
Bank Name	Bank Phone Number
Bank Address	
Account Number	
Transaction Routing Number (nine digit) ___ ___ ___ ___ ___ ___ ___ ___	
Type of Account (circle one)	Checking Savings

I authorize the electronic transfer of Preventative Health Assistance Voucher reimbursement payments made to the above Vendor. I understand that I am responsible for the validity of the above information.

Authorized Signature _____ Date _____

Name typed or printed: _____

For checking account deposit only,
attach a voided check here.

January 22, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Aaron Edmondson, Item #3
Eric Olson, Item #3
Kevin Jump, Item #3
Brian White, Item #2
Lucy Dukes, CDA Press
Doug Busko, Items 1-4
Tony Berns, Item #1

STAFF PRESENT

Warren Wilson, Chief Deputy City Attorney
Sid Fredrickson, WW Supt.
Amy Ferguson, Committee Liaison
Don Keil, WW Dept.
Jon Ingalls, Deputy City Administrator
John Stamos, Senior Planner
Gordon Dobler, Engineering Svcs Dir.
Dennis Grant, Engineering Dept.
Wendy Gabriel, City Administrator
Chris Bates, Project Manager

Item 1 Funding for 4th Street Reconstruction, Lakeside to Harrison
For Information Only

Gordon Dobler, Engineering Services Director, brought forward a request for direction from the committee on whether or not to pursue funding options for reconstruction of 4th Street, from Lakeside to Harrison. Mr. Dobler explained in his staff report that the pavement is badly deteriorated and in need of reconstruction. In addition, there are utility upgrades and repairs that need to be made, the existing curbing is in need of replacement, and much of the sidewalk needs to be repaired or replaced. Mr. Dobler stated that staff has looked at the potential for a complete reconstruction program and possible funding sources. There are no grant monies realistically available so the funding would most likely have to come from overlay funds, utilities, LID, and potentially the LCDC. Mr. Dobler discussed the reconstruction costs, which could possibly be funded by an LID. He also stated that they have had preliminary discussions with Tony Berns of LCDC regarding additional funding for the project for place making enhancements. Various options were discussed and Mr. Dobler indicated that he felt that an LID would be more advantageous to the citizens. Councilman McEvers expressed concern regarding using LCDC funds for place making improvements since it would entail having a business improvement district for maintenance of the improvements. Mr. Dobler also stated that if the council does decide to do an LID, it could be setting a precedent for sidewalk replacement. Doing an LID for other sidewalk replacement projects would be problematic because the City does not do LID's for small projects. If that is the case, they could combine than and one year's worth of sidewalk replacement projects into a larger LID.

Mr. Dobler explained that LIDs can be formed in two different ways – either citizen initiated, or council initiated. Most LIDs are council initiated at as low a cost as possible to citizens. He further stated that citizens can't object to the formation on an LID, but they can object to the assessment at a public hearing. If the LID is property owner initiated, then 2/3 of the property owners have to vote for it.

Mr. Dobler was instructed to proceed forward with looking at options for funding of the 4th Street Reconstruction, including a possible LID and funding from LCDC.

MOTION: NO MOTION. For information only.

Item 2 Request to Consider Annexation (BLM) RCA-1-08

John Stamsos, Senior Planner, presented a request to consider annexation of a +/- 1.5 acre parcel adjacent to the BLM boat ramp property. Mr. Stamsos reviewed his staff report, which consisted of general information about the site, a performance analysis and how the parcel fits in with the 2007 Comprehensive Plan, a review of public facilities and services including sewer, water, and streets, and any physical constraints on the property. Mr. Stamsos confirmed that the subject property is contiguous with existing BLM property, and that BLM owns the waterway.

Brian White, of BLM, stated that they are proposed that the property be used for an on-site host residence site for the summer (recreational vehicle). The site would be considered an administrative site for staff. BLM desires to annex the property so that they can obtain a hookup for water and sewer.

MOTION: RECOMMEND Council allow the applicant to proceed forward with a formal application for annexation.

Item 3 Request to Consider Annexation (Meckel Engineering), RCA-2-08

John Stamsos, Senior Planner, presented a request to consider annexation of a +/- 9.12 acre parcel adjacent to Prairie Avenue and Sunshine Meadows subdivision, and +/- 600 feet east of Courcelles Parkway. Mr. Stamsos reviewed his staff report, which consisted of general information about the site, a performance analysis and how the parcel fits in with the 2007 Comprehensive Plan, a review of public facilities, including Sewer, Water, Streets, Parks, Fire, and Police, and any physical constraints on the property. Mr. Stamsos stated that the Northwest Quadrant Sewer Master Plan indicates that the applicant would have to extend sanitary pipe in excess of 4000 feet at their cost.

Councilman Hassell asked if there is a way to get around the requirement of extending the sanitary pipe in excess of 4000 feet. Mr. Keil stated that he would have no issues with the proposal as long as the sewer is expanded through the established policy.

Eric Olson stated that he is an engineer representing the developer. He further stated that any of the proposals that they would put through as an alternative to the Master Plan requirement would go through the private lift station in Coeur d'Alene Place, but it is his understanding that the lift station will go off line soon. He explained that they could go with a couple of other options that would include obtaining an easement through a residential lot, or possibly taking the sewer line down Prairie Avenue and connecting to Courcelles Parkway.

Mr. Fredrickson, Wastewater Superintendent, stated that he would support adhering to the requirements of the Sewer Master Plan. Mr. Keil explained that the options proposed do not meet the requirements of the Sewer Master Plan in that Prairie Avenue has just been completed and the sewer line would be off the middle of the road. He further explained that every time they take a step that isn't toward the Sewer Master Plan, it gets complicated. He stated that it makes sense to consider the Sewer Master Plan that has been completed. Mr. Olson responded that from an engineering standpoint, he doesn't see any downside to rerouting sewage to another sanitary sewer or varying from strict adherence to the master plan. Mr. Fredrickson stated that if you put a sewer line in a swale, you have to be able to access it 24 hours a day.

Councilman McEvers inquired as to how often the city has deviated from the master plan. Mr. Dobler responded that deviation has occurred in the Landings and Sunshine Meadows developments. The downside is that the private lift station forces developers to deal with owners of the lift station rather than

the city. Mr. Fredrickson stated that the private lift station is not under the control of the city and they do not have any engineering calculations as to whether the lift station has capacity.

Mr. Eric Anderson stated he is a developing partner of the property and that they could allocate an easement to the city.

Councilman Kennedy stated that he feels that when the city spends money on a plan to control growth, the city should stick to it. He doesn't like the idea of jury-rigging a system. Councilman Hassell stated that he would also have a problem with the proposal. The development would also be on the borders of fire capacity. Councilman McEvers stated that he feels the applicant needs to go back to staff and address the sewer concerns.

Warren Wilson, Chief Deputy City Attorney, stated that the Public Works Committee should make a recommendation to council. If the council approves the Request to Consider Annexation, then the application can move forward with a formal application. If the Request to Consider Annexation is denied, then the applicant cannot come forward with the same proposal for a period of one year. Mr. Wilson also stated that the Council can also recommend that the applicant move forward with conditions.

Councilman Kennedy asked Mr. Fredrickson what his recommendation would be. Mr. Fredrickson responded that he would recommend that the sewer be built according to the Sewer Master Plan. He further stated that they have had some problems with leapfrog development.

MOTION: RECOMMEND Council deny the applicant's Request to Consider Annexation.

Item 4 Engineering Contracts for the Rebuild & Refurbishment of Stormwater Pump Station at WWTP

Consent Calendar

Sid Fredrickson, Wastewater Superintendent, presented a request for approval of engineering contracts for J-U-B Engineerings and Trindera Engineering. Mr. Fredrickson stated in his staff report that there are two main issues with the pumping station: (1) the turbine is inappropriate for this application and the discharge manhole tops are not above the sea wall elevation, and (2) the electrical system does not meet code and probably never did. There is also no standby generator. Mr. Fredrickson submitted proposed estimated contract amounts in his staff report of \$23,701.00 for J-U-B Engineers, and \$20,955.00 for Trindera Engineers. He further confirmed that there are sufficient reserves in the stormwater budget for the completion of these necessary and anticipated improvements.

MOTION: RECOMMEND Council approval of RESOLUTION NO. 08-___ authorizing an agreement with J-U-B Engineers for the design of a replacement pump for the Wastewater Pump Station and increase the discharge manhole top elevation, AND authorizing an agreement with Trindera Engineering for the design of the electrical and standby power systems for the Wastewater Pump Station.

The meeting adjourned at 5:30 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: January 21, 2008
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Funding for 4th street reconstruction, Lakeside to Harrison

DECISION POINT

Staff is requesting direction from the committee on whether or not to pursue funding options for reconstruction of 4th street, from Lakeside to Harrison.

HISTORY

This portion of 4th street has been on the Overlay list for the past several years. The pavement is badly deteriorated and in need of reconstruction. There are utility upgrades and repairs that need to be made (stormwater, sewer, and water), the existing curbing is in need of replacement, and much of the sidewalk needs to be repaired or replaced. Staff has looked at the potential for a complete reconstruction program and possible funding sources. There are no grant monies realistically available for a project like this so the funding would most likely have to come from overlay funds, utilities, LID, and potentially the LCDC (it is within the district boundaries).

FINANCIAL ANALYSIS

Cost for the reconstruction range from around 2.0 million to 2.5 million depending on the level of amenities and enhancements like decorative lighting, street furniture, street trees, pedestrian bulbs at intersections, etc. If the overlay fund was used for pavement reconstruction and the utilities picked up the cost for their respective improvements that would leave about 1.0 million to 1.5 million unfunded. The cost for replacing sidewalks and driveways would be about \$500,000. This could be funded by an LID. The resulting front footage cost would be around \$65 to \$70. LCDC could be approached for additional funding for the project for the place making enhancements. We have had preliminary discussions with Tony Berns regarding funding from LCDC and he believes the idea has some merit.

PERFORMANCE ANALYSIS

There are two likely options for improvements on 4th street. The first option would be the City reconstructing only the pavement and upgrading the utilities as an overlay project. Under this scenario there would be no curb replacement, decorative lighting, street trees, street furniture or any other amenities or enhancements. Also, the adjacent owners would be responsible for removing and replacing all the sidewalk and driveways in disrepair. They would have one

year to complete these improvements and the cost would be all up front. The second option would be a complete reconstruction with some amenities and place making enhancements. This would offer a financing opportunity to property owners for sidewalk and driveway replacements costs. However this option is not valid unless there is a Council initiated LID and some funding participation from the LCDC.

RECOMMENDATION

We recommend that the Committee pursue a complete reconstruction project on 4th street between Lakeside and Harrison Avenues, advise staff on the appropriateness of a Council initiated LID, and direct staff to pursue funding options with the LCDC.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

FROM: JOHN J. STAMSOS, SENIOR PLANNER
DATE: JANUARY 22, 2008
SUBJECT: RCA-1-08 – REQUEST TO CONSIDER ANNEXATION
LOCATION: +/- 1.5 ACRE PARCEL ADJACENT TO THE BLM BOAT RAMP PROPERTY

DECISION POINT:

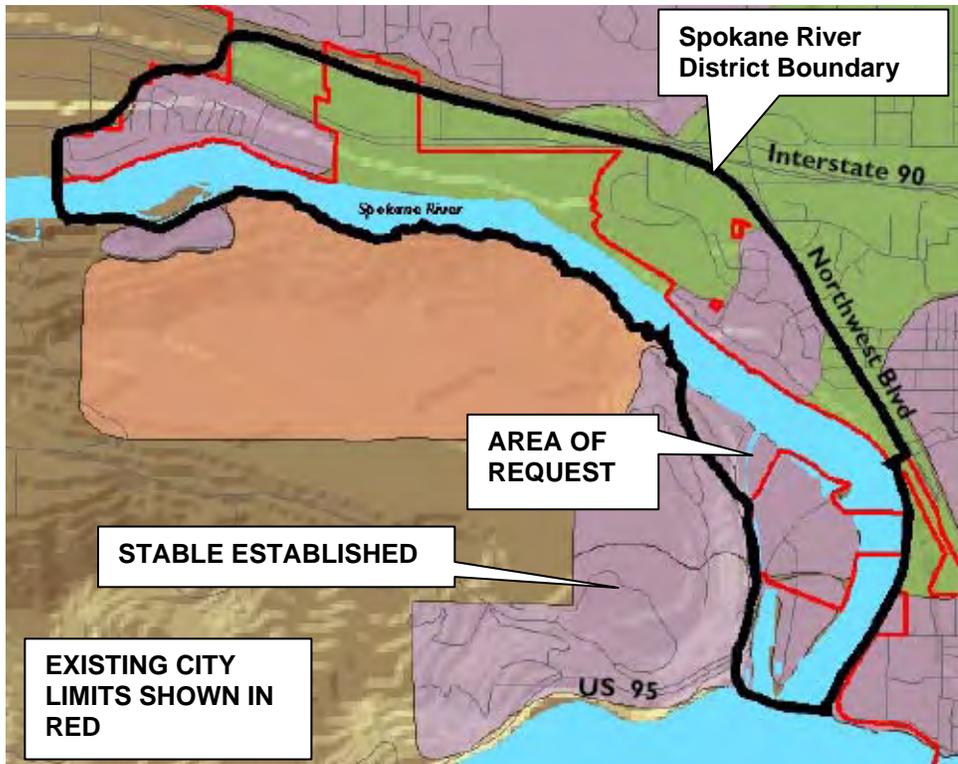
The Bureau of Land Management is requesting approval of a Request to Consider Annexation of a +/- 1.5 parcel adjacent to the BLM boat ramp property.

GENERAL INFORMATION:

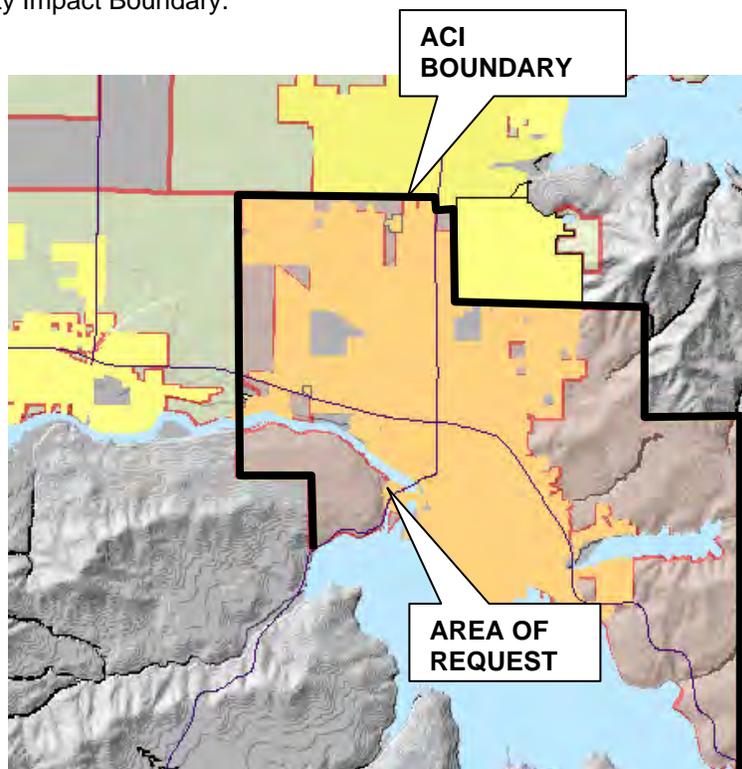
A. Site photo



B. 2007 Comprehensive Plan designation - Stable Established - Spokane River District



C. Area of City Impact Boundary.



D. Applicant/ Owner: U. S. Bureau of Land Management, Cœur d'Alene Field Office
3815 Schreiber Way
Cœur d'Alene, ID 83815

E. Land use - Undeveloped vacant land.

F. The County zoning of the subject property is Restricted Residential.

PERFORMANCE ANALYSIS:

The following issues should be considered in evaluating this request:

A. Area of City Impact:

The subject property is within the Cœur d'Alene Area of City Impact boundary. (See page 2)

B. Contiguity with existing city boundary:

The subject property is adjacent to existing city boundary on the southeast side and next to the BLM boat ramp.

C. 2007 Comprehensive Plan:

The subject property has a land use designation of Stable Established and is within the Spokane River District and Shorelines Special Area, as follows:

1. Stable Established Areas:

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

2. Spokane River District:

Spokane River District Today.

The Spokane River District is in a state of flux from its historic past use as a site of four major waterfront sawmills and other industrial uses. In place of sawmills, recently subdivided property in this area along portions of the shoreline is developing into commercial, luxury residential units, and mixed use structures. Recent subdivisions aside, large ownership patterns ranging from approximately 23 to 160+ acres provide opportunities for large scale master planning.

The Spokane River is now under study by federal and state agencies to determine how the quality of the water may be improved. Through coordination with neighboring communities and working with other agencies, our planning process must include protecting the quality of the water from any degradation that might result from development along the river's shores.

Public infrastructure is not available in some locations and would require extensions from existing main lines.

Spokane River District Tomorrow.

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

The characteristics of the Spokane River District will be:

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees.

3. Shorelines Special Area:

The City of Coeur d'Alene is known for its shorelines. They are an asset and provide a multitude of benefits. Community pride, economic advantages, transportation, recreation, and tourism are just a few examples of how shorelines affect the use and perception of our city.

Public access to and enhancement of our shorelines is a priority. Shorelines are a positive feature for a community and they must be protected. To ensure preservation, the city has an ordinance that protects, preserves, and enhances our visual resources and public access by establishing limitations and restrictions on specifically defined shoreline property located within city limits.

To increase desired uses and access to this finite resource, the city will provide incentives for enhancement. Efficient use of adjacent land, including mixed use and shared parking where appropriate, are just a few tools we employ to reach this goal.

Policy:

Make public access to river and lake shorelines a priority.

Methods:

- Shoreline ordinance will govern appropriate development in designated areas.
- Ensure scale, use, and intensity are suitable with location.
- Promote protection and connectivity along shorelines.

4. Significant policies:

➤ Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ Objective 1.13 - Open Space:

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

➤ Objective 1.14 - Efficiency:

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

➤ Objective 3.02 - Managed Growth:

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

➤ Objective 3.16 - Capital Improvements:

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

➤ Objective 4.02 - City Services:

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

D. Public Facilities and services:

Sewer: Seasonal public sewer is available to the subject property, at this time, from an existing annexation and seasonal sewer request. The BLM site contains its own private pumping system connected to the portion of public force main under the Hwy 95 bridge deck, however, no public sewer extension will be needed.

Water: Water is adjacent to the subject lot.

Streets: Roadways adjoining the subject property are not under the City's jurisdiction. The

Idaho Transportation Department and the Post Falls Highway District control all access and maintenance issues relating to the roadways.

- Parks: No comments.
- Fire: The Fire Department will address the water supply, hydrants and Fire Department access (including waterfront), as site plans are submitted. The Coeur d'Alene Fire Department response time objective, based upon NFPA 1710, is 4 minutes or less. The location of this annexation request will exceed this objective.
- Police: As with any new property annexations, any type of building, whether single family; multi-family or commercial, police service will be utilized. As the city continues to grow, so will the need for additional police service and personnel.

E. Physical constraints:

The subject property is located within the 100 year flood boundary of the Spokane River (See aerial photo on page 1).

ACTION ALTERNATIVES:

The Public Works Committee must make a recommendation to be forwarded to the City Council to either consider annexing the subject property to the City of Coeur d'Alene or not consider annexing the subject property to the City of Coeur d'Alene.

PUBLIC HEARINGS

Staff Report

To: City Council
From: Kathy Lewis, Sign Board Liaison
Date: January 28, 2007
Re: Fees recommended by the Sign Board

Decision Point: Should the City Council :

1. Implement new double fee for obtaining a sign permit after a sign is installed ?
2. Adopt the same re-inspection fee charged by the building inspectors when they arrive at site for sign footing inspection and unable to approve due to site not ready, or not done properly according to plans submitted ? (the current fee is \$47.00)
3. Increase the fee charged for political signs from \$5.00 to \$25.00 ?.

History:

Item 1. Currently signs are being installed without a permit and the installers just wait for the City to discover the installation. They then come obtain a permit paying the same fee as a customer who properly obtained a permit prior to installation. The Sign Board is recommending a double fee when the permit is applied for after the sign is already installed. This practice is followed by the Building Department for building permits not obtained prior to work commencing. Some clients are being told by sign installers not to get a permit but wait and see if the City notices, and then obtain a permit at no higher cost.

Item 2. Currently inspectors may need to make two or three trips to the same site because the site is not ready for inspection after the client has scheduled an inspection, the hole for the sign footing has not been properly dug according to plan, or the hole may not be in the proper place according to the approved plan. The inspectors have travel time, and salary costs associated. This may also bump another customer from the schedule who is prepared, and ready for an inspection. .

Item 3. A permit for all political signs for a candidate for an election is \$5.00. This does not cover the costs of travel to remove signs from rights of way, time spent researching complaints to see if signs are in the proper place, time spent contacting candidates to either remove or pick up signs that have been improperly placed, storage at City Hall, and processing costs. The Sign Board is recommending a \$25.00 fee for political signs. One fee covers all signs placed in the City limits.

Financial Analysis:

Item 1. The cost of the double fee would be incurred by the sign installer or customer, which would deter the amount of signs being erected without a permit. It would also alert patrons that the sign installer is not following the Code when installing signs.

Item 2. This fee would be incurred by the installer. If the site is not ready, and the installer calls to reschedule the inspection, prior to day of inspection, there would be no charge.

Item 3. The cost would be borne by the political candidate. This would help cover more of the cost incurred by the City in the enforcement of political signs. There has not been a fee increase for political signs in more than 10 years.

Decision Points

1. Implement a double fee for those violating the Sign Code by not obtaining a permit
2. Implement the same re-inspect fee as charged by Building Dept. when site not prepared and inspection not cancelled (current fee \$47.00)
3. Increase the political sign fee from \$5.00 to \$25.00

RESOLUTION NO. 08-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING AND AMENDING VARIOUS FEES.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to various fees are necessary, all as set forth below in this Resolution; and

WHEREAS, the City Council is authorized to establish and adjust these fees by resolution; and

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Sign Board Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the fee adjustments be adopted; NOW, THEREFORE,

BE IT RESOLVED, that effective February 6, 2008, the following amended fees will be in effect:

AMENDING FEES AS FOLLOWS:	CURRENT FEE (s)	PROPOSED FEE (s)
<i>MUNICIPAL SERVICES DEPARTMENT:</i>		
Political Sign Fee	\$5.00	\$25.00
CREATING FEES AS FOLLOWS:		PROPOSED FEE (s)
<i>MUNICIPAL SERVICES DEPARTMENT:</i>		
Double fee for failing to obtain a sign permit	Varies based on value of sign	Double the permit fee
Re-inspect fee when site not prepared and inspection not cancelled		\$47.00

DATED this 5th day of January, 2008.

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 GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

_____ was absent. Motion _____