



Coeur d'Alene

CITY COUNCIL MEETING

March 16, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D’ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
March 2, 2010**

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 Library Community Room March 2, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

| | | |
|-----------------------|---|----------------------------|
| Mike Kennedy |) | Members of Council Present |
| Woody McEvers |) | |
| A. J. Al Hassell, III |) | |
| John Bruning |) | |
| Deanna Goodlander |) | |
| Loren Ron Edinger |) | |

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

INVOCATION: The invocation was led by Pastor Dick Hege, Coeur d’Alene Bible Church.

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

PRESENTATION – FORD IRONMAN COMMUNITY FUND RECIPIENTS: Mayor Bloem announced that each year the Ford Ironman Community Fund provides \$15,000 to our community’s organizations/programs that promote youth sports activities. The following recipients accepted their grant awards from Mayor Bloem: Boy Scouts Camp Easton, City of Coeur d’Alene Recreation Department, School Dist. 271 Elementary District Meet, Coeur d’Alene Youth Triathlon, Fernan Elementary, City of Hayden Recreation Department, Hayden Meadows, Mullan Trail Elementary, Ponderosa Elementary, Post Falls School Dist. 273 Cross Country District Meet, Prairie View Elementary; Ramsey Elementary, Kroc Center, Seltice Elementary, Specialized Needs Recreation – Camp All Stars, and West Ridge Elementary.

AMENDMENT TO AGENDA: Motion by Kennedy, seconded by Edinger to amend the agenda to include recessing tonight’s Council meeting to March 11th at 7:30 a.m. for a joint City Council/County Commissioner meeting at the Breakfast Nook on 4th Street. Motion carried.

PUBLIC COMMENTS:

WASTE MANAGEMENT: Steve Roberge, 6488 N. 4th Street, Dalton Gardens, representing Waste Management of Idaho, announced their partnership with the City in a comprehensive recycling pilot program at City Hall and the Library. He announced that Tim Austin was named Regional Waste Management Driver of the Year for their western region.

OUTDOOR EATING AREAS: Dave Pulis, 1308 E. Maple, addressed the council regarding the proposed changes to the outdoor seating regulation. He voiced his opposition to limiting the hours of allowing outdoor seating for food service. Mike Ryan, Moose Lounge, Spokane, Washington,

read a letter from one of their customers supporting extending the hours for outdoor seating. Tom Capone, 918 E. St. Maries Ave., Coeur d'Alene, requested expanding the seating area in the Midtown area. Bill Miller, Cd'A Eagles Manager, asked if they would be allowed their outdoor seating since they are a private club. Char Gherke, 1308 E. Coeur d'Alene Ave., believes that cutting back hours for outdoor seating penalizes everyone.

Motion by Kennedy, seconded by McEvers to bring Resolution 10-007 forward. Motion carried.

RESOLUTION NO. 10-007

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AMENDING THE POLICY FOR FOOD AND / OR ALCOHOLIC BEVERAGE SERVICE
AREAS ON PUBLIC SIDEWALKS.**

STAFF REPORT: Deputy City Administrator Jon Ingalls reviewed the evolution of allowing downtown outdoor seating for meals on public sidewalks. He also presented amendments to the permit for Food and Alcoholic Beverages on Public Sidewalks for the Councils review and comment. Staff is requesting review of the policy due to the nature of some eating establishments changing, as one downtown proprietor stated: "Fine dining is going away for a long time." At least one downtown dining establishment is being transformed into more of a nightclub environment. Also, recent incidents have created some concerns for safety and security in downtown areas. At the same time, with the completion of the Midtown Improvement Project, staff expects a significant number of new applications for outdoor food and alcohol service areas on public sidewalks in midtown and elsewhere.

Councilman McEvers questioned why we don't allow the businesses to use outdoor seating as long as they are open. Councilman Hassell commented that he received comments on last year's issues regarding outdoor seating. Councilman Goodlander noted that the original intent for outdoor seating was for the service of food which then was expanded to allow alcoholic beverages in conjunction with a meal and that the City reviews the policy annually. Councilman Bruning noted that these are public sidewalks and the business owners do not have use of these sidewalks by right. He also noted that some constituents believe the atmosphere has changed downtown. Councilman McEvers questioned whether all this is about over-serving and that he opposes limiting the hours. Mayor Bloem commented that she believes that this is a balance and that sidewalk seating is a privilege. She also believes that we need to keep it simple and that everyone who serves food that has outdoor seating can serve outside until 10:00 p.m. Councilman Kennedy recapped the proposed amendments.

Terry Cooper, Downtown Association Director, supports the proposed amendments.

Motion by Kennedy, seconded by Edinger to adopt Resolution 10-007 including the amendment of striking the reference to "full service restaurant and limited service" and to allow outdoor food service except from 10:00 p.m. to 10:00 a.m.

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

PUBLIC COMMENTS Cont'd:

Craig Austin, 1953 W. Staples Dr., Post Falls, addressed his issues regarding police misconduct. City Attorney Mike Gridley noted that he, as the City's legal counsel, advised Council not to directly communicate with Mr. Austin as he has filed a \$500,000 claim against the City. Councilman McEvers asked what would be the harm in talking with these complainants. Mr. Gridley explained the legal ramifications of speaking with a litigant when he has retained an attorney and has filed suit against the City.

Harold Hocker, 1413 E. Spokane Street, Coeur d'Alene, addressed the issues of the consumption of alcohol, alcoholics, and being a bar tender. He voiced his concern of people speeding in school zones with speeds up to 45 mph.

CONSENT CALENDAR: Motion by Hassell, seconded by Bruning to approve the Consent Calendar as presented.

1. Approval of minutes for February 11, 16, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, March 8th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-006: 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 APPROVING THE MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR 700 MHZ RADIO USAGE; AUTHORIZING THE DECLARATION OF SURPLUS PROPERTY – STREET DEPARTMENT AND AUTHORIZING THE DESTRUCTION OF CERTAIN TEMPORARY RECORDS – POLICE DEPARTMENT.
4. Setting of Public Hearing for Flood Hazard Mitigation Regulations for April 6, 2010.
5. Authorization for Police Department civilian volunteer Leonard Reed to mark, tag and tow abandoned vehicle.

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

APPOINTMENT – ARTS COMMISSION: Motion by Goodlander, seconded by Kennedy to appoint Mike Dodge to the Arts Commission. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced the City is offering free street trees for homeowners to plant for certain subdivisions. Street Crews are currently doing Spring cleanup. The Panhandle Coalition, along with the City's Legislative Committee, will be hosting a Town Hall meeting with our local legislators this Saturday between 8:30 a.m.-10:00 a.m. in the Library Community room. The City is accepting applications for Firefighters. She advised city water customers that if they receive a notice for Water Right claims that it is not necessary for them to file a claim and if anyone has questions they may contact the city Water Department. She invited the public to view the newest piece of city artwork which is a bike rack located along the City Park seawall. Mrs. Gabriel reminded everyone that the General

Services Committee meeting for April 12th will not be aired; however, the agenda for that meeting will be on the City web site. The Arbor Day Button Contest is now open to middle school and high schools students and the winner of the contest will have their drawing featured on this year's Arbor Day button. The deadline for students to submit their entry is March 5th and anyone interested in learning more about this can go to www.cdavid.org/urban. Mrs. Gabriel announced the Kroc Center statistics now show over 20,000 members with over 220 people being employed at the Kroc Center. The Police Department held their annual Volunteer Appreciation Lunch last week and noted that these volunteers gave over 5,000 hours of service to the city. She announced the activities that are available for registration with the City Recreation Department.

RFP FOR CONSULTANT SERVICES FOR EDUCATION CORRIDOR PRELIMINARY INFRASTRUCTURE DESIGN: Motion by Hassell, seconded by Goodlander to authorize staff to proceed with the Request for Proposals (RFP) for consultant services with the Education Corridor Preliminary Infrastructure Design. Motion carried.

EXECUTIVE SESSION: Motion by Goodlander, seconded by to enter into Executive Session as provided by I.C. 67-2345 Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency; Subsection 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; and, Subsection 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 imminently likely to be filed.

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

The session convened at 7:50 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney, Deputy City Administrator, and Deputy Fire Chiefs.

Matters discussed were those of labor negotiations, claims and litigation. No action was taken and the Council returned to their regular meeting session at 8:36 p.m.

RESOLUTION NO. 10-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF COEUR D'ALENE FIRE DEPARTMENT DEPUTY CHIEFS.

Motion by McEvers, seconded by Goodlander to adopt Resolution 10-008.

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

ADJOURNMENT: Motion by McEvers, seconded by Hassell to recess this meeting to March 11, 2010 at 7:30 a.m. at the Breakfast Nook for a joint City Council/County Commissioner meeting. Motion carried.

The meeting recessed at 8:38 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 10-009

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 STATE/LOCAL CONSTRUCTION AGREEMENT WITH ITD FOR THE ATLAS BIKE PATH EXTENSION; AUTHORIZING THE DESTRUCTION OF CERTAIN POLICE DEPARTMENT RECORDS; DECLARING CERTAIN COMPUTER EQUIPMENT AS SURPLUS AND AUTHORIZING STAFF TO DISPOSE OF THE SAME; APPROVING AN AMENDMENT TO THE AGREEMENT FOR TEMPORARY WATER SERVICE WITH THE CITY OF HUETTER; APPROVING A USLA LIFEGUARD TRAINING AGREEMENT WITH THE CITY OF HAYDEN; APPROVING A CONTRACT WITH JOHNSON CONTROLS, INC. TO PERFORM AN ENERGY AUDIT; APPROVING A PERMIT AGREEMENT WITH ROW ADVENTURES FOR USE OF INDEPENDENCE POINT TO LAUNCH KAYAK TOURS; AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF LANDS FOR STIMULUS GRANT FUNDS FOR HAZARDOUS TREE REMOVAL AND MAINTENANCE.

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

- 1) Approval of a State/Local Construction Agreement with ITD for the Atlas Bike Path Extension;
- 2) Authorizing the destruction of certain Police Department records;
- 3) Declaring certain computer equipment as surplus and authorizing staff to dispose of the same;
- 4) Approving an Amendment to the Agreement for Temporary Water Service with the City of Huetter;
- 5) Approving a USLA Lifeguard Training Agreement with the City of Hayden;
- 6) Approving a Contract with Johnson Controls, Inc. to perform an energy audit;
- 7) Approving a Permit Agreement with ROW Adventures for use of Independence Point to launch kayak tours;
- 8) Approving a Memorandum of Understanding with the Department of Lands for Stimulus Grant funds for hazardous tree removal and maintenance;

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 8" 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 16th day of March, 2010.

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 _____.

**COEUR D'ALENE CITY COUNCIL
STAFF REPORT**

March 16th, 2010

From: Doug Eastwood, Parks Director

RE: ATLAS BIKE TRAIL

I am requesting we enter into the final segment of this project; State and Local Agreement for Construction. We received a grant in 2007 and entered into a State and Local Agreement for Design and Engineering. The project design is complete and is now ready to go to bid. ITD will administer the bid process. This project extends the Atlas Trail from Appaloosa south under I-90. It will eventually tie into Seltice and hopefully any development south of Seltice along the Spokane River. Our cost to ITD to begin the bid process is \$16,000. We have \$36,000 in our CIP Bike Path Fund.

**STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A010(483)
ATLAS BIKE PATH EXTENSION, CDA
KOOTENAI COUNTY
KEY NO. 10483**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and the **CITY OF COEUR D'ALENE**, acting by and through its Mayor and Council, hereafter called the **SPONSOR**.

PURPOSE

The **SPONSOR** has requested the **STATE** to program a project for federal participation in the costs of constructing Atlas Bike Path Extension within the City limits. This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
3. Checks for funds owed by the **SPONSOR** shall be made payable to the "Idaho Transportation Department", and mailed to the District One Office at 600 W. Prairie Ave., Coeur d'Alene, ID 83814-8764.

4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the **SPONSOR** upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the **STATE**.
6. During construction, the latest edition of the **STATE's** *Guide for Utility Management* will be followed in all matters relating to utilities.
7. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated March 19, 2007.
8. Sufficient Appropriation. It is understood and agreed that the **STATE** is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the **STATE** beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The **STATE** reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the **STATE** to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the **STATE** shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the **SPONSOR** thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the **STATE'S** estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the **SPONSOR** will be notified.
4. Obtain concurrence of the **SPONSOR** before awarding the contract if the **SPONSOR'S** share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the **SPONSOR** sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the **STATE** deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the **SPONSOR** for their concurrence. If the **SPONSOR'S** share of any change order exceeds \$1,000.00, the **STATE** will submit a statement to the **SPONSOR** indicating the amount owed by the **SPONSOR**.
7. Notify the **SPONSOR** when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
9. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the **SPONSOR** summarizing the estimated and actual costs, indicating an adjustment for or against the

SPONSOR. Any excess funds transmitted by the **SPONSOR** and not required for the project will be applied to any outstanding balance the **SPONSOR** may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the **SPONSOR**.

10. Upon completion of the project, provide a copy of as-built drawings to the **SPONSOR**.
11. Subject to the limitations hereinafter set forth, **STATE** shall indemnify, defend and save harmless **SPONSOR** from and against any and all demands, claims or liabilities of every nature whatsoever, caused by or arising out of any negligent acts by **STATE**, or **STATE's** officers, agents, and employees while acting within the course and scope of their employment, which arise from or which are in any way connected with this project. Any such indemnification hereunder by **STATE** is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by **STATE** shall in no event cause the liability of **STATE** for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of **SPONSOR**.

SECTION III. That the **SPONSOR** shall:

1. Pay to the **STATE** before the advertisement for bids, the amount of **SIXTEEN THOUSAND DOLLARS (\$16,000)**, which is the **SPONSOR'S** estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I) by the **STATE**, and after deducting credit for the **SPONSOR'S** previous deposit as applies to Preliminary Engineering and also credit for match for the consulting agreement. The actual cost to the **SPONSOR** will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. CE&I will be approximately 15% of the total construction cost.

2. Upon approval of the lowest qualified bid received, if the **SPONSOR'S** share exceeds the amount set forth in Section III, Paragraph 1, transmit to the **STATE** the **SPONSOR'S** portion of such excess cost.
3. Authorize the **STATE** to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the **SPONSOR** will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be changed.
4. Designate an authorized representative to act on the **SPONSOR'S** behalf regarding action on change orders. That _____ authorized _____ representative's name is _____, Phone No. _____.
5. When change orders are submitted by the **STATE** for approval pursuant to Section II, Paragraph 6, the **SPONSOR** or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the **SPONSOR**.
6. Upon receipt of either of the statements referred to in Section II, Paragraphs 6 and 9, indicating an adjustment in cost against the **SPONSOR**, promptly remit to the **STATE** a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the **STATE**. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the **SPONSOR'S** jurisdiction.
8. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof.

9. Indemnify, save harmless, and defend, regardless of outcome the **STATE** from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the **SPONSOR** in the work which is the subject of this Agreement.

EXECUTION

This Agreement is executed for the **STATE** by its Assistant Chief Engineer (Development), and executed for the **SPONSOR** by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Coeur d'Alene.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Assistant Chief Engineer
(Development)

Approved as to form
Steven M. Parry
Deputy Attorney General
11-7-06

RECOMMENDED BY:

Roadway Design Engineer

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

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APPENDIX A

EXCERPTS FROM TITLE 49 CFR PART 21

During the performance of work covered by this Agreement, the City of Coeur d'Alene for itself, its assignees and successors in interest (hereafter referred to as the **SPONSOR**), agrees as follows:

1. Compliance with Regulations: The **SPONSOR** during the performance of work covered by this Agreement shall comply with all regulations of the United States Department of Transportation relative to Civil Rights with specific reference to Title 49 CFR Part 21, Title 41 CFR Part 60, Civil Rights Act of 1964 as amended and Executive Order 11246.

2. Non-Discrimination: The **SPONSOR**, with regard to the work performed during the term of this Agreement, shall not in any way discriminate: against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, religion, sex, national origin, age or non-job-related handicap.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by bidding or negotiation, made by the **SPONSOR** for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware, by the **SPONSOR**, of the obligations of this Agreement and to the Civil Rights Requirements based on race, color, religion, sex, national origin, age or non-job-related handicap.

4. Information and Reports: The **SPONSOR** shall provide all information and reports required by Regulations and/or Directives and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Idaho Transportation Department or the Federal Highway Administration. The **SPONSOR** will be required to retain all records for a period of three years.

5. Sanctions for Non-Compliance: In the event the **SPONSOR** is in non-compliance with the Civil Rights Provisions of this Agreement, the Idaho Transportation Department shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the **SPONSOR** until it has achieved compliance and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of the Provisions: The **SPONSOR** shall physically include this Appendix in every subcontract of \$10,000 or more to include procurement of materials and leases of equipment unless exempt by Regulations, Orders, or Directives pursuant thereto. The **SPONSOR** shall take such action with respect to subcontractor or procurement as the Idaho Transportation Department or the Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided in event the **SPONSOR** becomes involved in, or is threatened with litigation with the subcontractors or suppliers as a result of such direction, the **SPONSOR** may request the **STATE** to enter into such litigation to protect the interest of the **STATE**, and in addition the **SPONSOR** may request the United States to enter into such litigation to protect the interest of the United States.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: **POLICE**

DATE: 03/02/2010

| RECORD DESCRIPTION | TYPE OF RECORD (Perm./Semi-P/Temp) | DATES OF RECORDS (From - To) |
|--------------------------------|---------------------------------------|---------------------------------|
| Accident Review Board | Temporary | 2001-2003 |
| Background Investigation files | Temporary | 2003-2008 |
| Post Storage Hearing | Temporary | 2000-2001 |
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**GENERAL SERVICES
COMMITTEE**

Date: March 1, 2010

From: Kirk Johnson, Network Systems Admin

RE: Declare Old Computer equipment as Nominal Value Surplus

Decision point:

To declare listed hardware as nominal value surplus, so it can be auctioned or recycled.

History:

This older equipment does not run our software adequately. It is taking up too much room in our storage areas.

Financial Analysis:

This batch of items has been replaced by better hardware. It does not have any value to the City.

Performance Analysis:

This old equipment is taking up too much space, and makes it difficult to work efficiently in our areas. Declaring this as nominal value surplus will free up storage room and allow us to dispose/recycle or transfer it to another public agency for use. (Per Idaho code SBEX Policy No 442-40)
<http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/surplprop.htm>

Quality of Life Analysis:

Declaring these items as surplus will allow for Information Technology to free up much needed storage space.

Decision point/recommendation:

Approve the listed hardware as surplus.

Verified Hardware

| Asset Tag | Location | Product | CPU | CPU Speed | RAM |
|-----------|-------------|---------------------|-------------------------------|-----------|-----|
| 2380 | CH-Storage | Clone | AMD Athlon(tm) 64 Proces | 2010 | 512 |
| 2365 | CH-Storage | HP DC5000 | Intel(R) Pentium(R) 4 CPU | 3200 | 512 |
| 2293 | CH-Storage | HP DC5000 | Intel(R) Pentium(R) 4 CPU | 3200 | 512 |
| 2281 | CH-Storage | HP DC5000 | Intel(R) Pentium(R) 4 CPU | 3200 | 512 |
| 2280 | CH-Storage | HP DC5000 | Intel(R) Pentium(R) 4 CPU | 3200 | 512 |
| 2278 | CH-Storage | HP DC5000 | Intel(R) Pentium(R) 4 CPU | 3200 | 512 |
| 2276 | CH-Storage | HP DC5000 | Intel(R) Pentium(R) 4 CPU | 3200 | 512 |
| 2244 | CH-Storage | Clone | AMD Athlon(tm) 64 Proces | 2244 | 0 |
| 2240 | CH-Storage | Clone | AMD Athlon(tm) 64 Proces | 2244 | 0 |
| 2238 | CH-Storage | Clone | AMD Athlon(tm) 64 Proces | 2244 | 0 |
| 1809 | CH-Storage | Clone | AMD Sempron(tm) Proces: | 1800 | 0 |
| 2970 | CH-Storage | Clone | Empty Case | | |
| 1236 | CH-Storage | Clone | AMD Athlon(tm) XP 2100+ | 2100 | 256 |
| 2264 | CH-Storage | Clone | AMD Athlon(tm) 64 Proces | 1800 | 512 |
| 2245 | CH-Storage | Clone | AMD Athlon(tm) 64 Proces | 2244 | 0 |
| 1237 | CH-Storage | Clone | AMD Athlon(tm) 64 Proces | 2244 | 512 |
| 1427 | CH-Storage | Clone | AMD Athlon(tm) XP 1800+ | 1800 | 0 |
| 1338 | CH-Storage | Clone | AMD Athlon(tm) XP 1800+ | 1800 | 512 |
| 1709 | CH-Storage | Clone | Intel(R) Pentium(R) 4 CPU | 1600 | 512 |
| 1531 | CH-Storage | Clone | ? ? | | 0 |
| 3131 | CH-Storage | Clone | Empty 3U Case | | |
| 3132 | CH-Storage | Clone | Empty 3U Case | | |
| 3133 | CH-Storage | Clone | Empty 3U Case | | |
| 3134 | CH-Storage | Clone | Empty 3U Case | | |
| 1515 | IT-Storage | Compaq Armada 1500c | 3382a103 | P 166 | 32 |
| 1522 | Elevator RM | Compaq | Laptop MDL # 1560DM ? | | ? |
| 1434 | Elevator RM | Compaq | Laptop MDL # 1500C ? | | ? |
| 1945 | Elevator RM | Clone | Intel(R) Pentium(R) 4 CPU 1.6 | | 256 |
| 2300 | Elevator RM | Clone | AMD Athlon(tm) XP Proce | 2000 | 768 |
| 3103 | Elevator RM | Clone | BAD M/B N/A | | N/A |
| 2344 | Elevator RM | Clone | AMD Athlon(tm) XP Proce | 2100 | 256 |
| 2263 | Elevator RM | Clone | AMD Athlon(tm) XP Proce | 1600 | 512 |
| 2274 | Elevator RM | Clone | Empty Case | | |
| 3153 | Elevator RM | 3U Clone | Empty Case | | |
| 2074 | Elevator RM | DELL | Intel(R) Pentium(R) 4 CPU 2.0 | | 512 |

| | | | | | |
|-------|---------------------------------|--------|-------------------------------|------|----------|
| | 1899 Elevator RM | Clone | AMD Athlon(tm) XP Proce | 1800 | 256 |
| JP001 | IT | Clone | Intel(R) Celeron CPU | 400 | 64 |
| | 3152 IT | Clone | Intel Zeon x2 | 2.6 | 1024 ECC |
| | 2028 IT | Clone | Intel(R) Pentium(R) 4 CPU 3.0 | | 1024 ECC |
| | 1417 Elevator RM | Clone | AMD Athlon(tm) XP 1800+ | 1800 | 256 |
| | 1942 Elevator RM | Clone | AMD Athlon(tm) 64 Proces | 2200 | 0 |
| | 2668 Elevator RM | Clone | AMD Athlon(tm) XP 1800+ | 1800 | 512 |
| | 2351 Elevator RM | Clone | AMD Athlon(tm) 64 Proces | 2244 | 0 |
| | 2667 Elevator RM | Clone | AMD Athlon(tm) XP 2100+ | 2100 | 256 |
| | 1467 Elevator RM | Clone | ? | | 0 |
| | 1727 Elevator RM | Clone | AMD Athlon(tm) 64 Proces | 2244 | 256 |
| | 2348 CH-Storage | Clone | AMD Athlon(tm) 64 Proces | 2250 | 512 |
| | 2972 CH-Storage | Clone | Empty Case | | |
| | 2843 CH-Storage | Clone | Empty Case | | |
| | 2292 Elevator RM | HP | P4 MB | | 512 |
| | 2127 IT | Compaq | Laptop MDL # nx9005 ? | | 0 |
| | 2251 IT | Clone | AMD Athlon(tm) 64 Proces | 3500 | 1024 |
| | 1093 LIBRARY SUF | | Pentium 4 | 0 | 0 |
| | 1220 LIBRARY SUF | | AMD Athlon(tm) XP 1800+ | 1540 | 224 |
| | 1223 LIBRARY SUF 7VKMP | | AMD Athlon(tm) XP 2100+ | 1733 | 224 |
| | 1225 LIBRARY SUF 7VKMP | | AMD Athlon(tm) XP 2100+ | 1733 | 224 |
| | 1231 LIBRARY SUF 7VKMP | | AMD Athlon(tm) XP 2100+ | 1733 | 224 |
| | 1242 LIBRARY SUF 7VKMP | | AMD Athlon(tm) XP 2100+ | 1733 | 224 |
| | 1257 LIBRARY SUF 7VKMP | | AMD Athlon(tm) XP 2100+ | 1733 | 224 |
| | 1280 LIBRARY SUF | | AMD Athlon(tm) XP 1800+ | 1539 | 256 |
| | 1304 LIBRARY SUF | | Pentium 4 | 0 | 0 |
| | 1390 LIBRARY SUF VIA KM266-8233 | | AMD Athlon(tm) XP 1800+ | 1533 | 224 |
| | 1610 LIBRARY SUF | | AMD Athlon(tm) XP 1800+ | 1540 | 224 |
| | 1614 LIBRARY SUF 7VKMP | | AMD Athlon(tm) XP 2100+ | 1733 | 256 |
| | 1673 LIBRARY SUF ECS K7VMM | | AMD Athlon(tm) XP 1800+ | 1533 | 352 |
| | 1680 LIBRARY SUF VIA KM266-8235 | | AMD Athlon(tm) XP 1800+ | 1533 | 224 |
| | 1698 LIBRARY SUF 7VKMP | | AMD Athlon(tm) 64 Proces | 1800 | 479 |
| | 1703 LIBRARY SUF | | Intel(R) Pentium(R) 4 CPU | 1600 | 254 |
| | 1708 LIBRARY SUF | | Intel(R) Pentium(R) 4 CPU | 1600 | 254 |
| | 1796 LIBRARY SUF VIA KM266-8233 | | AMD Athlon(tm) XP 1800+ | 1533 | 736 |
| | 1802 LIBRARY SUF | | Intel(R) Pentium(R) 4 CPU | 1600 | 247 |
| | 1905 LIBRARY SUF VIA KM266-8235 | | AMD Athlon(tm) XP 1800+ | 1533 | 480 |

| | | | | | |
|------|------------|--|---------------------------|------|-----|
| 1906 | LIBRARY | SUF | AMD Athlon(tm) XP 1800+ | 1540 | 224 |
| 1949 | LIBRARY | SUF | Pentium 4 | 0 | 0 |
| 2042 | LIBRARY | SUF | AMD Athlon(tm) XP 1800+ | 1540 | 224 |
| 2061 | LIBRARY | SUF 7VKMP | AMD Athlon(tm) XP 2100+ | 1733 | 480 |
| 2063 | LIBRARY | SUF 7VKMP | AMD Athlon(tm) XP 2100+ | 1733 | 480 |
| 2064 | LIBRARY | SUF Hewlett-Packard HP Vectra | Intel(R) Pentium(R) 4 CPU | 1900 | 512 |
| 2176 | LIBRARY | SUF Gateway E-3600 | Intel(R) Pentium(R) 4 CPU | 2000 | 512 |
| 2271 | LIBRARY | SUF Hewlett-Packard HP nx9005 (DK992A) | mobile AMD Athlon(tm) XP | 1795 | 191 |
| 3211 | LIBRARY | SUF | Intel(R) Celeron(R) CPU 1 | 1700 | 382 |
| 2196 | LIBRARY | SUF MXM33501MD | Intel® Celeron® CPU | 2500 | |
| 1065 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 1800 | 256 |
| 1066 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 1800 | 256 |
| 1190 | PD Surplus | amd64 | AMD Athlon(tm) 64 Proces | 1800 | 448 |
| 1585 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 2200 | 0 |
| 1599 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 1800 | 0 |
| 1639 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 1800 | 256 |
| 1724 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 1800 | 512 |
| 1807 | PD Surplus | amd64 | AMD Athlon(tm) 64 Proces | 1800 | 256 |
| 1819 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 1800 | 256 |
| 1906 | PD Surplus | AMD | AMD Athlon(tm) XP 2100+ | 1800 | 0 |
| 1940 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 1733 | 256 |
| 1969 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 2100 | 256 |
| 1985 | PD Surplus | amd | AMD Athlon(tm) XP 2100+ | 1733 | 256 |
| 2252 | PD Surplus | amd64 | AMD Athlon(tm) 64 Proces | 2000 | 448 |
| 2253 | PD Surplus | AMD | AMD Athlon(tm) XP 2100+ | 1800 | 448 |
| 2457 | PD Surplus | Pentium | | 1600 | 382 |
| 2504 | PD Surplus | amd64 | AMD Athlon(tm) 64 Proces | 1800 | 479 |
| 2541 | PD Surplus | amd sempron | | 1800 | 0 |
| | PD Surplus | hppc | mxl7380zbc | 1800 | 512 |
| 1014 | PD Surplus | Compaq Armada | | | |
| 2068 | PD Surplus | toshiba sat pro4600 | | 1000 | 256 |
| 1860 | PD Surplus | toshiba sat pro4600 | | 850 | 511 |
| 2122 | PD Surplus | toshiba sat pro4600 | | 1000 | 256 |
| | PD Surplus | toshiba sat pro1000 | 22012554p | 1000 | 256 |
| | PD Surplus | Dell Laptop | 10837132597 | | |
| 1141 | PD Surplus | AMD | AMD Athlon(tm) XP 2100+ | 1733 | 480 |
| 3505 | IT | HP OmniBook | Intel Celeron | 667 | 128 |

2350 IT

Clone

AMD Athlon(tm) 64 Process

2200

1024

Peripherals Verified

| Asset Tag | Location | Brand | Product | Verified |
|-----------|-------------|-----------------|----------------|-----------------|
| 1951 | CH-Storage | HP | DESKJET 970CXI | MY05F111JY |
| 2656 | CH-Storage | Canon | IP1700 | 38712 |
| 2844 | CH-Storage | I-INC | 19" LCD CY199 | CY199DPBUFB00 |
| 2466 | CH-Storage | KDS | 17" CRT FS-7B | WZQD046020961U |
| 3169 | CH-Storage | HP | DeskJet 5150 | MY3C54P42W |
| 1883 | CH-Storage | HP | DeskJet 930C | MY035162ZM4XD |
| 2472 | CH-Storage | HP | DeskJet 5150 | MY3C34Q |
| 2003 | CH-Storage | KDS | 17" CRT VS-7i | 1745AAB08002205 |
| 2013 | CH-Storage | HP | DeskJet 9650 | SG39F21062 |
| 2973 | CH-Storage | I-INC | 19" LCD CY199 | 722HE1CY01841 |
| 2974 | CH-Storage | I-INC | 19" LCD CY199 | 722HE1CY01859 |
| 2975 | CH-Storage | I-INC | 19" LCD CY199 | 722HE1CY01843 |
| 2268 | CH-Storage | AOC | 17" LCD LM729 | 685417182244 |
| 2536 | CH-Storage | HP | InkJet 1100 | CN3CI22216 |
| 2367 | CH-Storage | HP | OfficeJet 7310 | MY46QB808C |
| 2034 | CH-Storage | Phillips | 17 " CRT 1057 | 47453889 |
| 1440 | CH-Storage | KDS | 17" CRT | 0592088700 |
| 1937 | Elevator RM | HP | LaserJet 4600n | JPDKB38024 |
| 1959 | CH-Storage | HP | DeskJet 930C | CN07E1Q05J |
| 1944 | IT | HP | Scanjet 4400 | c9870a |
| 1234 | LIBRARY SUF | Copier | NBZ30121 | NP3050 |
| 2167 | LIBRARY SUF | PSC 2355 | Printer | MY49FD312W |
| 2180 | LIBRARY SUF | 19" LCD | Monitor | Q5W061600975 |
| 2184 | LIBRARY SUF | 19" LCD | Monitor | Q5W061701090 |
| 2194 | LIBRARY SUF | 19" LCD | Monitor | Q5W064343404 |
| 2144 | LIBRARY SUF | DeskJet 672C | Printer | US7BL1V194 |
| 2191 | LIBRARY SUF | 19" LCD | Monitor | Q5W064361729 |
| 2210 | LIBRARY SUF | 6100DN | Printer | REN163656 |
| 3449 | LIBRARY SUF | Umax Astra 2200 | Scanner | HAH0019BD000784 |
| 2189 | LIBRARY SUF | 19" LCD | Monitor | Q5W064342157 |
| 2167 | LIBRARY SUF | PSC 2355 | Printer | MY49FD312W |
| 2144 | LIBRARY SUF | DeskJet 672C | Printer | US7BL1V194 |

| | | | | | |
|------|------------|-------------------------------------|-----------------------|--------------------------|-------|
| 2180 | LIBRARY | SUF 19" LCD | Monitor | Q5W061600975 | |
| 2184 | LIBRARY | SUF 19" LCD | Monitor | Q5W061701090 | |
| 2194 | LIBRARY | SUF 19" LCD | Monitor | Q5W064343404 | |
| 2191 | LIBRARY | SUF 19" LCD | Monitor | Q5W064361729 | |
| 2152 | LIBRARY | SUF ES-1000C | Scanner | 2ARX014763 | |
| 2203 | PD Surplus | KDS 15" LCD | Monitor | 1540SBC48008146 | |
| 1998 | PD Surplus | ADI A502 | Monitor | M5E3AKAD000410 | |
| 2111 | PD Surplus | DELL CRT | Monitor | MY-08J854-46632-219-86K1 | |
| 1109 | PD Surplus | KDS CRT | Monitor | 59288693 | |
| 2396 | PD Surplus | ACER | Monitor | ETL3409004433012F5PQ10 | |
| | PD Surplus | 15" HP LCD | Monitor | cn71hg124h | |
| 2546 | PD Surplus | ACER | Monitor | ETL18090314490089CPQ12 | |
| 2796 | PD Surplus | OPTIQUEST | Monitor | Q5W061405274 | |
| | PD Surplus | HANNS*G | Monitor | 704HN3CA07728 | |
| 2338 | PD Surplus | Acer 24" | Monitor | ETL6102018545001a6ed10 | |
| 3089 | PD Surplus | HANNS*G | Monitor | 704hn3ca07727 | |
| 3095 | PD Surplus | I-inc | Monitor | 722he1cy01862 | |
| 1024 | PD Surplus | HP LJ4000 | Printer | USMB284619 | |
| 2209 | PD Surplus | XEROX PHASER | Printer | REN163167F | |
| | PD Surplus | HP DJ D2430 | Printer | th787225vz | |
| | PD Surplus | HP Office-Jet-All in one 4315 | Printer | cn71hg124h | |
| 2456 | PD Surplus | HP SCANNER | Printer | 3882H151 | |
| 1864 | PD Surplus | HP LJ 1100 | Printer | USGN386342 | |
| 2080 | PD Surplus | HP LJ 1100 | Printer | USGN030943 | |
| | IT-Storage | Cspec RF-2 | Wireless Radio/Router | | 10941 |
| | IT-Storage | Cspec RF-2 | Wireless Radio/Router | | 95607 |
| 413 | IT-Storage | Cspec RF-2 | Wireless Radio/Router | | 95186 |
| | IT-Storage | Cspec RF-2 | Wireless Radio/Router | | 95330 |
| | IT-Storage | Cspec RF-2 | Wireless Radio/Router | | 95641 |
| 1851 | IT-Storage | Fujitsu Image Scanner | Scanner | | 11811 |
| 2381 | IT-Storage | HP Scannjet 3970 | Scanner | CN3ART11QQ | |
| | IT | liWitness - Accident Reconstruction | Software | | |

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: March 8, 2010
FROM: Jim Markley, Water Department Superintendent.
SUBJECT: Amendments to the Huetter Agreement

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DECISION POINT:

Staff requests that Council amend the Huetter Water agreement to allow them to utilize City water not only during emergencies but during times when their well needs to be taken off line for maintenance.

HISTORY:

The City created an emergency intertie with the City of Huetter’s water system in 2005. Its purpose was to have a temporary backup source of water for Huetter in case their well failed. The agreement (Resolution 05-060) setting it up included the conditions under which we would allow the intertie to be opened. Part 2 of the agreement defines the conditions under which water will be made available to Huetter. Needed well maintenance was mistakenly not included in the conditions. This change will rectify that.

FINANCIAL ANALYSIS:

The change will not create any negative fiscal impact to the City.

PERFORMANCE ANALYSIS:

Making this change will allow Huetter to shut down their well from time to time to perform needed maintenance. Without the proposed amendments, they would only be able to access our water upon a failure of their well.

DECISION POINT/RECOMMENDATION:

Staff requests adoption of the proposed amendments to the Huetter Water agreement.

Amended Agreement for Temporary Water Services

This agreement is made this 16th day of March 2010, by and between the City of Coeur d'Alene, an Idaho Municipal Corporation, 710 Mullan Ave., Coeur d'Alene, Idaho 83814, (hereinafter referred to as Coeur d'Alene), and the City of Huetter, an Idaho Municipal Corporation, 6151 Seeley Road, Post Falls, Idaho 83854, (herein after referred to as Huetter).

Recitals:

Whereas: The parties entered into a Temporary Water Services Agreement on 16th day of August, 2005, as approved by Coeur d'Alene Resolution 05-060 to provide for emergency water services to Huetter. A copy of the original agreement is attached hereto as Exhibit "A" and by this reference is incorporated herein; and

Whereas: Huetter has requested that the original agreement be amended to provide back up water supply during periods of routine maintenance in addition to periods of emergency; and

Whereas: Both parties have deemed it to be in their best interest to adopt an amended agreement to provide a back up water supply for Huetter during routine maintenance; and

Whereas: Terms of this agreement are comprised in three (3) sections, the first section shall be the installation and use of a fire hydrant located on Huetter Road; the second section provides for the use of Coeur d'Alene municipal water system in the event of and during periods of emergencies. The third section provides general provisions applicable to both the first and second sections. The terms of both substantive parts of this agreement are specifically listed below.

PART I FIRE HYDRANT

Therefore in consideration of the mutual benefits, covenants and conditions expressed herein, the parties to this contract agree as follows:

The City of Coeur d'Alene has installed one (1) fire hydrant on its water main for fire fighting purposes. The hydrant is located at the northeast corner of Reeves Street and Huetter Road adjacent to the existing City of Huetter corporate limits. The use of the fire hydrant shall be for fire emergencies only or as otherwise described by this agreement.

The maintenance and ownership of the hydrant shall be the responsibility of the City of Coeur d'Alene. The hydrant shall be located so that the City of Coeur d'Alene will have unobstructed access for maintenance, repair and testing.

There will not be any water user fees charged to the City of Huetter for water used from the hydrant for fire suppression pursuant to this agreement. Nothing contained in this agreement

relieves Huetter from locating and developing additional water resources to enable Huetter to provide minimum required fire flows.

Part I of this agreement shall terminate when Huetter brings a second water well into production, or acquires another secondary source of water sufficient to meet minimum fire flow requirements, but not later than ten (10) years from the date of the Mayor of Coeur d'Alene's signature on the original agreement.

PART II EMERGENCY DOMESTIC WATER

Therefore in consideration of the mutual benefits, covenants and conditions expressed herein, the parties to this contract agree as follows:

Huetter shall install, construct and maintain its own municipal water system, which is not dependant upon the City of Coeur d'Alene's water system. This agreement contemplates an emergency temporary sale of water for domestic use only in the event of an emergency or during required maintenance activities as defined herein. Nothing in this agreement relieves Huetter from developing sufficient water resources, including backup water sources to provide an adequate water supply for Huetter's customers.

Coeur d'Alene authorizes a two-inch (2") metered connection to the City of Coeur d'Alene water main located within the public right-of-way of Huetter Road, adjacent to the City of Huetter, at a location to be approved by the Coeur d'Alene Water Superintendent and constructed to Coeur d'Alene standards. The use of the water by Huetter shall be limited to emergency domestic water service or required maintenance activities only (as defined herein) and shall not be used as a regular source of water. The City of Huetter agrees to obtain all necessary encroachment permits, permission to enter and construct within public rights-of-way and easements from the appropriate governing body or bodies to facilitate the intent of this agreement, and pay for any and all costs associated with such permits or approvals. Huetter shall pay for all costs associated with the installation of the two-inch (2") metered connection.

The distribution of Coeur d'Alene's water, under this agreement, by Huetter shall be limited to those water users that had existing, hooked up and operating water connections within the Huetter municipal water system on the date of the specific emergency or maintenance activity. Huetter shall not enlarge the geographical area to be served by this agreement, nor shall Huetter add additional water connections, hook ups, services or allow non-operating existing water service(s) to reestablish service during any period of emergency or maintenance activity.

A. Definitions:

Emergency: Emergency as used in this section shall mean: 1) water contaminated at such a level(s) that it is deemed unsafe for human consumption by the Idaho Department of Environmental Quality, which does not include boil water orders. 2) The Huetter municipal water well experiences an unexpected and unplanned equipment, mechanical, pump or line

failure such that it is not capable to provide water for domestic use, such failure(s) do not include lack of adequate water resources from which to draw domestic water.

Required Maintenance Activities: Maintenance activities as used in this section shall mean: Work needed to keep the well and/or pump in good operational condition which requires that the well be taken off line and which renders the Huetter Water system without a source of potable water.

Water Service Unit: A water service unit is a single water user, including but not limited to a single family domestic ¾ inch water connection; or a 4-plex that has 4 apartments being served by only one water hook shall be the equivalent to 4 water service units; or commercial property that has one water hook up but has numerous tenants, each tenancy shall equal one water service unit.

B. Conditions For Use:

Request For Service:

Upon a duly constituted emergency or required maintenance activities, as those terms are defined in this agreement, Huetter may request in writing that Coeur d'Alene activate the 2" waterline connection. Coeur d'Alene will activate the waterline within 24 hours after receipt of a written request when an emergency or required maintenance activity, as defined in this agreement, is alleged. Coeur d'Alene shall review each request and make a determination that the water intertie activation is or is not warranted.

When the use of City of Coeur d'Alene water exceeds thirty days (30) Huetter shall request, in writing, prior to the expiration of the current authorized period, an additional period of service. The Coeur d'Alene City Council may grant an additional period of water service of 30 days or greater if such emergency or required maintenance activities cannot be cured or completed within the 30 day time period. Coeur d'Alene shall review each request and make a determination that such continued water service is or is not warranted. Should an emergency or required maintenance activities extend beyond thirty days (30) Coeur d'Alene shall adjust the water user rates charged as follows: **two times the normal rate charged.** If a request to extend the period of water use under an emergency is not filed within the required time, the emergency water service will terminate on the 30th day of activation of the intertie.

No water shall flow from the City of Coeur d'Alene water system to the City of Huetter water system unless just cause exists to declare an emergency or to need to take the pump off line for required maintenance (as defined by this agreement) and adequate written notice has been provided to the City of Coeur d'Alene.

During any period of emergency, as defined by this agreement, Huetter agrees to:

1. Prohibit the use of emergency water resources for irrigation or other non-essential domestic uses.
2. Not resale emergency water at a price above that charged by Coeur d'Alene for the water. The purpose is to not allow Huetter to profit in any manner from the resale of the emergency water supply.
3. Not allow, or accept or permit any new, or existing but not activated water service(s) to be hooked up or activated to the Huetter municipal water system. The purpose is to hold the Huetter system at a status quo until the emergency is terminated and the Huetter well is back on line.

Construction Standards:

Huetter shall construct and install, at its own expense, one waterline connection that consists of a metered two-inch (2") waterline, with a backflow prevention assembly installed, terminating at a frost-free standpipe not further than ten-feet (10') from the water main. The meter shall be furnished and installed at the expense of Huetter, under supervision and inspection of Coeur d'Alene Water Department. Said meter and backflow prevention assembly shall be a make satisfactory to the Coeur d'Alene Water department. The backflow prevention assembly shall be subject to inspection during construction and annually thereafter at Huetter's cost. Huetter shall be responsible for all costs associated with permits, permissions and approvals for the construction and placement of such standpipe, including but not limited to engineering costs and expenses.

The service line up to the backside of the meter shall become the property of Coeur d'Alene. The backflow prevention assembly shall remain the property of Huetter and shall have annual testing, funded and provided by Huetter, as required by the City of Coeur d'Alene ordinances.

Connecting a hydrant hose to the standpipe and then connection to the Huetter water system shall be the only method of achieving actual physical connections between the City of Coeur d'Alene water system and the City of Huetter water system. Whenever activation occurs the water connection must be in full compliance with the City of Coeur d'Alene Water Ordinance, rules, regulations, specifications and policies.

To ensure the integrity of the Coeur d'Alene water system, Huetter agrees that all future improvements to the Huetter water system shall be built to protect the Coeur d'Alene water system from contamination or damage. Huetter agrees to conform to all of Coeur d'Alene's standards and specifications governing the installation of water pipes, including but not limited to, caps, service connections, fittings, meters, and appurtenances, and to all rules and regulations of the city of Coeur d'Alene Water Department and/or City Council of Coeur d'Alene pertaining to the control of or restriction to the use of water taken from the water system of Coeur d'Alene.

Further, Huetter agrees that all laws, standards, policies and procedures regarding public improvement construction that Huetter is required to comply with or otherwise meet pursuant to

this agreement and/or Coeur d'Alene City codes shall be those in effect when construction is commenced. Huetter further waives any right Huetter may have regarding the date used to determine what public improvements construction laws, standards, policies and procedures shall apply.

Maintenance of Water Line:

The City of Coeur d'Alene shall have no obligation, if any exists, for maintenance of improvements to any portion of the Huetter water system that is or may be connected to the Coeur d'Alene water system. Further, Coeur d'Alene shall not be responsible for any maintenance of public or private water lines including but not limited to the City of Huetter water system and appurtenances within the city of Huetter or outside the corporate limits of Huetter, nor shall Coeur d'Alene be responsible for the removal or disposal of any temporary utility appurtenances.

Huetter shall provide and utilize sufficient controlled storage facilities so that Huetter shall be in the position to meet the demands of its customers without drawing upon Coeur d'Alene's water system.

As-built Drawings & Testing:

As-built drawings of the installed public improvements, as contemplated by this agreement, shall be provided to Coeur d'Alene within ninety (90) days of completion of construction, and, all improvements shall be inspected and tested by qualified, licensed professionals, with substantiated results submitted to the Coeur d'Alene Water Department for verification. All costs of testing and inspection, as well as any retesting required due to faulty test results or questionable installations, will be the sole responsibility of the Huetter.

The metered water connection shall be constructed and supervised during construction by Huetter's Engineer, and Huetter's Engineer shall have complete charge and full supervision of the work. All work shall be in accordance with Coeur d'Alene Water standard drawings and specifications. A professional engineer licensed in the State of Idaho shall prepare specifications, and other engineering and construction documents for the metered water connection project. Plans for the metered water connection shall be submitted to the Coeur d'Alene City Water Department Superintendent along with the application for service prior to beginning any excavation or other construction pursuant to this agreement. Huetter shall submit to the Idaho Department of Environmental Quality and the Panhandle Health District, as may be required, the construction plans and shall obtain the respective department authorizations and/or permits prior to beginning any excavation or other construction pursuant to this agreement.

Huetter Road Dedication of Public Right-of-Way:

Huetter will grant to the Post Falls Highway District additional right-of-way (r/w) for public purposes along Huetter Road. Public purposes shall include, but not be limited to, utility easements and a Class I bicycle trail.

The metered water connection shall be constructed wholly in the right-of-way of the Coeur d'Alene, and/or Huetter, and/or the Post Falls Highway District. Huetter shall acquire all rights-of-way and easements as may be necessary, and obtain the approvals of any required governmental entities as may be necessary to timely complete the installation of water infrastructure contemplated by this agreement and pay for all costs associated with such approvals, including but not limited to encroachment permits, and inspections. Huetter shall procure permits and/or bonds from the proper federal, State and local governmental agencies necessary for such work, and pay all fees or charges to insure that all requirements of Coeur d'Alene will be observed, and the roadway and ditches are restored to their original condition. A copy of the permit(s) shall be kept on the work site for the use of the engineer and all requirements of Coeur d'Alene shall be strictly observed as though they were fully stated herein.

Resale of Water Prohibited:

During any period wherein Huetter has accessed Coeur d'Alene water Huetter will not be permitted to resale the supply of water at a rate above that rate charged by Coeur d'Alene.

Cross-Connections prohibited:

For the protection of the health of all consumers supplied water from Coeur d'Alene, Huetter agrees to guard carefully against all forms of contamination, and that if at any time contamination should occur the area shall be immediately shut off and isolated and remain so until such conditions shall have been abated and the water declared again safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the areas affected.

It is understood and agreed that Huetter will not, under any circumstances, permit water from any other source or supply to be introduced into its water system, nor any part thereof or to be mixed or mingled with water from the water system of Coeur d'Alene, without prior written approval of the Coeur d'Alene City Council.

Coeur d'Alene expressly reserves the right to discontinue the supply of water to Huetter whenever it is necessary to do so to insure proper operation of the Coeur d'Alene water system. Huetter shall make no claims for damages for such discontinuance against Coeur d'Alene.

C. Fees:

No hook up fee will be required because Huetter shall be responsible to perform the actual hook up to the Coeur d'Alene system (from the water main to the back of the meter box) and Huetter shall be responsible for all costs associated with the planning, construction, installation, and approval of the metered water connection. All construction shall be in accordance with Coeur d'Alene's policies.

Inspection Fees:

Huetter shall pay any and all inspection fees required by Coeur d'Alene, or other involved entity. Inspections may include daily inspections during construction, and annual inspections thereafter, and as the Coeur d'Alene City Water Department Superintendent may deem other reasonable inspections are appropriate.

Capitalization Fees:

The City of Huetter shall pay to the City of Coeur d'Alene the capitalization fee for the two-inch (2") waterline connection in the amount of Five Thousand Five Hundred Seventy Dollars (\$5,570.00), or such other amount which is the current Coeur d'Alene rate for water system capitalization fees, at the time of the hook up and installation of the water meter. The capitalization fees shall be paid prior to any excavation or construction on the water main.

Monthly Water User Rates:

Huetter will be billed at the government water user rate beginning on the first day water is supplied pursuant to this agreement. Water supplied under this agreement shall not exceed the average amount of water produced from the Huetter municipal well for the 30 days preceding the date of activation, but in no event shall the amount of water supplied exceed 1,600,000 gallons per 30-day period. This amount is determined by multiplying 200 (the maximum allowed water service units) times 8,000 gallons (the average domestic water used during the months of January and February 2005 within the City of Coeur d'Alene) per month. This amount is equivalent to a typical winter rate of water use. It is expected that the actual rate of use will be lower than this amount. This clause provides that the access to water will not be greater than what the Huetter municipal water system provided before activation. The first 30-days of service shall be billed at the government rate, as determined by the City of Coeur d'Alene, for every gallon used beyond that base gallon amount the water use rate billed will be **two times the government rate**. Should the provision of water exceed thirty (30) days and the base gallons of water has not been exceeded the water rate will increase to **two times the government rate**. Other than the limitations on water usage as are specifically listed in this agreement Huetter shall be subject to the same terms and conditions as any other City of Coeur d'Alene water user. The governmental water user rate is defined by the City of Coeur d'Alene ordinances and/or resolutions establishing water user rates. All such rates and fees shall arise independent of this agreement.

Except in the event of an adjustment pursuant to an emergency, Coeur d'Alene shall give 90 days notice of any change of rate and such notice shall be in writing and shall be delivered in person or by mail to the City Clerk of Huetter. Bills for water service shall be rendered monthly and mailed to the City Clerk of Huetter and shall be payable on or before the due date shown thereon. All such charges and fees shall be due on the last day of the time period for which the billing is made and, if not paid within twenty (20) days after they become due and payable, shall be deemed to be delinquent and a late penalty charge of ten percent (10%) of the amount of such

charge or fee may be added thereto. Water service to Huetter may be discontinued if any bill is not paid within sixty days of the due date. No order of any court or governmental authority, or any other causes or contingency shall relieve Huetter of its obligations to make payment for water delivered by Coeur d'Alene.

D. Miscellaneous:

Promise of Cooperation:

Should circumstances change, operational difficulties arise, or misunderstandings bring about apparent disagreement, the parties agree to meet and confer at the request of either party. Each party agrees to not bring a claim, suspend performance (except for contamination), or initiate legal action against each other without first meeting face-to-face at the city council level regarding the subject matter of such disagreement.

Duration and Future Considerations:

This agreement shall terminate when Huetter brings a second well into production, or acquires another secondary source of domestic water, but in any case not later than 10 years from the date of the Mayor of Coeur d'Alene's signature on the original agreement.

PART III

General Provisions:

- A. If a court of competent jurisdiction declares any provision of this Agreement invalid, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of this Agreement.
- B. The parties agree that this Agreement is not intended to replace any other requirements established by City of Coeur d'Alene ordinances or other applicable provisions of law.
- C. The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

Huetter to Hold the Coeur d'Alene Harmless: Huetter further agrees they will indemnify, defend and hold Coeur d'Alene harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Huetter's development, operation, maintenance, and use of the waterline. Huetter further agrees to indemnify, defend and hold Coeur d'Alene harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged in the event this agreement or any provision of this agreement is challenged in a court of law.

Force-Majeure: Coeur d'Alene's failure or delay in performance of the executed water service agreement shall not be deemed to be a breach thereof when such failure or delay is occasioned by an event or effect that can be neither anticipated nor controlled, including but not limited to

acts of nature (e.g., floods and hurricanes) and acts of people (e.g., riots, wars, explosions, sabotage, breakage and strikes) or accident to machinery or lines of pipes.

Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in this agreement comprise all of the agreements between the parties and no other agreements written or otherwise shall be enforceable unless specifically made a part of this agreement. All agreements and representations of the parties are merged in this agreement.

Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of Coeur d'Alene City Code.

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 **City of Huetter** has caused the same to be signed by its Mayor, attested by its City Clerk, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CITY OF HUETTER
P.O. BOX 3766
Cd'A, IDAHO 83816-2530

By: _____
Sandi Bloem, Mayor

By: _____
Jackie Meeks, Mayor

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2010, before me, a Notary Public, personally appeared Sandi Bloem and Susan K. Weathers, known to me to be the Mayor and City Clerk, respectively, of the city of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2010, before me, a Notary Public, personally appeared Jackie Meeks and _____, known to me to be the Mayor and City Clerk, respectively, of the city of Huetter, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

EXHIBIT “4-A”

Agreement For Temporary Water Services

This agreement is made this 16th Day of August, 2005, and shall be effective on the date specifically listed below, by and between the City of Coeur d'Alene, an Idaho Municipal Corporation, 710 Mullan Ave., Coeur d'Alene, Idaho 83814, (hereinafter referred to as Coeur d'Alene), and the City of Huetter, an Idaho Municipal Corporation, 6151 Seeley Road, Post Falls, Idaho 83854, (herein after referred to as Huetter).

Recitals:

Whereas: The City of Huetter operates its own municipal water system; and

Whereas: Section 67-2326, Idaho Code authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate to their mutual advantage and thereby provide services and facilities and perform functions in a manner that will best accord with geographic, economic, population and other factors influencing the needs and development of the respective entities.

Whereas: The City of Coeur d'Alene operates its own municipal water system, which has one water main located adjacent to the City of Huetter located in the Huetter Road right-of-way; and

Whereas: The current City of Huetter municipal water system does not have sufficient water pressure to meet the minimum required fire flows as determined by the International Fire Code; and

Whereas: Having a fire hydrant on the City of Coeur d'Alene's Huetter Road water main would provide an additional source of water for fire suppression; and

Whereas: Should an emergency occur affecting the Huetter municipal water system's ability to serve the City of Huetter, Coeur d'Alene agrees to provide water for domestic water use in the City of Huetter, but only so long as the emergency exists and only if providing such water does not decrease the ability to provide sufficient water within the corporate limits of the City of Coeur d'Alene, and

Whereas: The intent of this agreement is to limit the emergency supply of water to an amount not greater than what was being provided prior to the date of the emergency.

Whereas: In the case of an emergency Coeur d'Alene agrees to sell and Huetter agrees to purchase emergency potable water for the specific purposes listed in this agreement and to serve only those residential water users within the City of Huetter municipal water system at the time of an emergency; and

Whereas: Terms of this agreement are comprised in three (3) sections, the first section shall be the installation and use of a fire hydrant located on Huetter Road; the second section provides for

EXHIBIT “4-A”

the use of Coeur d’Alene municipal water system in the event of and during periods of emergencies. The third section provides general provisions applicable to both the first and second sections. The terms of both substantive parts of this agreement are specifically listed below.

PART I FIRE HYDRANT

Therefore in consideration of the mutual benefits, covenants and conditions expressed herein, the parties to this contract agree as follows:

The City of Coeur d’Alene has installed one (1) fire hydrant on its water main for fire fighting purposes. The hydrant is located at the northeast corner of Reeves Street and Huetter Road adjacent to the existing City of Huetter corporate limits. The use of the fire hydrant shall be for fire emergencies only, or as otherwise described by this agreement.

The maintenance and ownership of the hydrant shall be the responsibility of the City of Coeur d’Alene. The hydrant shall be located so that the City of Coeur d’Alene will have unobstructed access for maintenance, repair and testing.

There will not be any water user fees charged to the City of Huetter for water used from the hydrant for fire suppression pursuant to this agreement. Nothing contained in this agreement relieves Huetter from locating and developing additional water resources to enable Huetter to provide minimum required fire flows.

Part I of this agreement shall terminate when Huetter brings a second water well into production, or acquires another secondary source of water sufficient to meet minimum fire flow requirements, but not later than ten (10) years from the date of the Mayor of Coeur d’Alene’s signature to this agreement

EXHIBIT “4-A”

PART II EMERGENCY DOMESTIC WATER

Now Therefore in consideration of the mutual benefits, covenants and conditions expressed herein, the parties to this contract agree as follows:

Huetter shall install, construct and maintain its own municipal water system, which is not dependant upon the City of Coeur d’Alene’s water system. This agreement only contemplates an emergency temporary sale of water for domestic use only in the event of an emergency. Nothing in this agreement relieves Huetter from developing sufficient water resources, including backup water sources to provide an adequate water supply for Huetter’s customers.

Coeur d’Alene authorizes a two-inch (2”) metered connection to the City of Coeur d’Alene water main located within the public right-of-way of Huetter Road, adjacent to the City of Huetter, at a location to be approved by the Coeur d’Alene Water Superintendent and constructed to Coeur d’Alene standards. The use of the water by Huetter shall be limited to emergency domestic water service only (as defined herein) and shall not be used as a regular source of water. The City of Huetter agrees to obtain all necessary encroachment permits, permission to enter and construct within public rights-of-way and easements from the appropriate governing body or bodies to facilitate the intent of this agreement, and pay for any and all costs associated with such permits or approvals. Huetter shall pay for all costs associated with the installation of the two-inch (2”) metered connection.

The emergency distribution of Coeur d’Alene’s water, under this agreement, by Huetter shall be limited to those water users that had existing, hooked up and operating water connections within the Huetter municipal water system on the date of the specific emergency. Huetter shall not enlarge the geographical area to be served by this agreement, nor shall Huetter add additional water connections, hook ups, services or allow non-operating existing water service(s) to reestablish service during any period of emergency.

Conditions For Use:

Definitions:

Emergency: Emergency as used in this section shall mean: 1) water contaminated at such a level(s) that it is deemed unsafe for human consumption by the Idaho Department of Environmental Quality, which does not include boil water orders. 2) The Huetter municipal water well experiences an unexpected and unplanned equipment, mechanical, pump or line failure such that it is not capable to provide water for domestic use, such failure(s) do not include lack of adequate water resources from which to draw domestic water.

Water Service Unit: A water service unit is a single water user, including but not limited to a single family domestic ¾ inch water connection; or a 4-plex that has 4 apartments being served by only one water hook shall be the equivalent to 4 water service units; or commercial property that has one water hook up but has numerous tenants, each tenancy shall equal one water service unit.

EXHIBIT “4-A”

Request For Service:

Upon a duly constituted emergency, as that term is defined in this agreement, Huetter may request in writing that Coeur d’Alene activate the 2” waterline connection. Coeur d’Alene will activate the waterline within 24 hours after receipt of a written request when an emergency, as defined in this agreement, is alleged. Coeur d’Alene shall review each request and make a determination that the emergency water service is or is not warranted.

When an emergency exceeds thirty days (30) Huetter shall request, in writing, prior to the expiration of the current authorized period, an additional period of service. The Coeur d’Alene City Council may grant an additional period of emergency water service of 30 days or greater if such emergency cannot be cured within the 30 day time period. Coeur d’Alene shall review each request and make a determination that such continued water service is or is not warranted. Should an emergency extend beyond thirty days (30) Coeur d’Alene shall adjust the water user rates charged as follows: **two times the normal rate charged.** If a request to extend the period of water use under an emergency is not filed within the required time, the emergency water service will terminate on the 30th day of the emergency.

No water shall flow from the City of Coeur d’Alene water system to the City of Huetter water system unless just cause exists to declare an emergency (as defined by this agreement) and adequate written notice has been provided to the City of Coeur d’Alene.

During any period of emergency, as defined by this agreement, Huetter agrees to:

1. Prohibit the use of emergency water resources for irrigation or other non-essential domestic uses.
2. Not resale emergency water at a price above that charged by Coeur d’Alene for the water. The purpose is to not allow Huetter to profit in any manner from the resale of the emergency water supply.
3. Not allow, or accept or permit any new, or existing but not activated water service(s) to be hooked up or activated to the Huetter municipal water system. The purpose is to hold the Huetter system at a status quo until the emergency is terminated and the Huetter well is back on line.

Construction Standards:

Huetter shall construct and install, at its own expense, one waterline connection that consists of a metered two-inch (2”) waterline, with a backflow prevention assembly installed, terminating at a frost-free standpipe not further than ten-feet (10’) from the water main. The meter shall be furnished and installed at the expense of Huetter, under supervision and inspection of Coeur d’Alene Water Department. Said meter and backflow prevention assembly shall be a make satisfactory to the Coeur d’Alene Water department. The backflow prevention assembly shall be subject to inspection during construction and annually thereafter at Huetter’s cost. Huetter shall be responsible for all costs associated with permits, permissions and approvals for the

EXHIBIT “4-A”

construction and placement of such standpipe, including but not limited to engineering costs and expenses.

The service line up to the backside of the meter shall become the property of Coeur d’Alene. The backflow prevention assembly shall remain the property of Huetter and shall have annual testing, funded and provided by Huetter, as required by the City of Coeur d’Alene ordinances.

Connecting a hydrant hose to the standpipe and then connection to the Huetter water system shall be the only method of achieving actual physical connections between the City of Coeur d’Alene water system and the City of Huetter water system. Whenever activation occurs the water connection must be in full compliance with the City of Coeur d’Alene Water Ordinance, rules, regulations, specifications and policies.

To ensure the integrity of the Coeur d’Alene water system, Huetter agrees that all future improvements to the Huetter water system shall be built to protect the Coeur d’Alene water system from contamination or damage. Huetter agrees to conform to all of Coeur d’Alene’s standards and specifications governing the installation of water pipes, including but not limited to, caps, service connections, fittings, meters, and appurtenances, and to all rules and regulations of the city of Coeur d’Alene Water Department and/or City Council of Coeur d’Alene pertaining to the control of or restriction to the use of water taken from the water system of Coeur d’Alene.

Further, Huetter agrees that all laws, standards, policies and procedures regarding public improvement construction that Huetter is required to comply with or otherwise meet pursuant to this agreement and/or Coeur d’Alene City codes shall be those in effect when construction is commenced. Huetter further waives any right Huetter may have regarding the date used to determine what public improvements construction laws, standards, policies and procedures shall apply.

Maintenance of Water Line:

The City of Coeur d’Alene shall have no obligation, if any exists, for maintenance of improvements to any portion of the Huetter water system that is or may be connected to the Coeur d’Alene water system. Further, Coeur d’Alene shall not be responsible for any maintenance of public or private water lines including but not limited to the City of Huetter water system and appurtenances within the city of Huetter or outside the corporate limits of Huetter, nor shall Coeur d’Alene be responsible for the removal or disposal of any temporary utility appurtenances.

Huetter shall provide and utilize sufficient controlled storage facilities so that Huetter shall be in the position to meet the demands of its customers without drawing upon Coeur d’Alene’s water system.

As-built Drawings & Testing:

As-built drawings of the installed public improvements, as contemplated by this agreement, shall be provided to Coeur d’Alene within ninety (90) days of completion of construction, and, all improvements shall be inspected and tested by qualified, licensed professionals, with

EXHIBIT “4-A”

substantiated results submitted to the Coeur d’Alene Water Department for verification. All costs of testing and inspection, as well as any retesting required due to faulty test results or questionable installations, will be the sole responsibility of the Huetter.

The metered water connection shall be constructed and supervised during construction by Huetter’s Engineer, and Huetter’s Engineer shall have complete charge and full supervision of the work. All work shall be in accordance with Coeur d’Alene Water standard drawings and specifications. A professional engineer licensed in the State of Idaho shall prepare specifications, and other engineering and construction documents for the metered water connection project. Plans for the metered water connection shall be submitted to the Coeur d’Alene City Water Department Superintendent along with the application for service prior to beginning any excavation or other construction pursuant to this agreement. Huetter shall submit to the Idaho Department of Environmental Quality and the Panhandle Health District, as may be required, the construction plans and shall obtain the respective department authorizations and/or permits prior to beginning any excavation or other construction pursuant to this agreement.

Inspection Fees: Huetter shall pay any and all inspection fees required by Coeur d’Alene, or other involved entity. Inspections may include daily inspections during construction, and annual inspections thereafter, and as the Coeur d’Alene City Water Department Superintendent may deem other reasonable inspections are appropriate.

Huetter Road Dedication of Public Right-of-Way: Huetter will grant to the Post Falls Highway District additional right-of-way (r/w) for public purposes along Huetter Road. Public purposes shall include, but not be limited to, utility easements and a Class I bicycle trail.

The metered water connection shall be constructed wholly in the right-of-way of the Coeur d’Alene, and/or Huetter, and/or the Post Falls Highway District. Huetter shall acquire all rights-of-way and easements as may be necessary, and obtain the approvals of any required governmental entities as may be necessary to timely complete the installation of water infrastructure contemplated by this agreement and pay for all costs associated with such approvals, including but not limited to encroachment permits, and inspections. Huetter shall procure permits and/or bonds from the proper federal, State and local governmental agencies necessary for such work, and pay all fees or charges to insure that all requirements of Coeur d’Alene will be observed, and the roadway and ditches are restored to their original condition. A copy of the permit(s) shall be kept on the work site for the use of the engineer and all requirements of Coeur d’Alene shall be strictly observed as though they were fully stated herein.

Fees:

No hook up fee will be required because Huetter shall be responsible to perform the actual hook up to the Coeur d’Alene system (from the water main to the back of the meter box) and Huetter shall be responsible for all costs associated with the planning, construction, installation, and approval of the metered water connection. All construction shall be in accordance with Coeur d’Alene’s policies.

EXHIBIT "4-A"

Capitalization Fees

The City of Huetter shall pay to the City of Coeur d'Alene the capitalization fee for the two-inch (2") waterline connection in the amount of Five Thousand Five Hundred Seventy Dollars (\$5,570.00), or such other amount which is the current Coeur d'Alene rate for water system capitalization fees, at the time of the hook up and installation of the water meter. The capitalization fees shall be paid prior to any excavation or construction on the water main.

Monthly Water User Rates:

Huetter will be billed at the government water user rate beginning on the first day water is supplied pursuant to this agreement under of a declared emergency. Emergency water supplied under this agreement shall not exceed the average amount of water produced from the Huetter municipal well for the 30 days preceding the date of the emergency, but in no event shall the amount of emergency water supplied exceed 1,600,000 gallons per 30-day period. This amount is determined by multiplying 200 (the maximum allowed water service units) times 8,000 gallons (the average domestic water used during the months of January and February 2005 within the City of Coeur d'Alene) per month. This amount is equivalent to a typical winter rate of water use. During an emergency, it is expected that the actual rate of use will be lower than this amount. This clause provides that the access to emergency water will not be greater than what the Huetter municipal water system provided before the emergency. The first 30-days of an emergency shall be billed at the government rate, as determined by the City of Coeur d'Alene, for every gallon used beyond that base gallon amount the water use rate billed will be **two times the government rate**. Should the emergency exceed thirty (30) days and the base gallons of water has not been exceeded the water rate will increase to **two times the government rate**. Other than the limitations on water usage as are specifically listed in this agreement Huetter shall be subject to the same terms and conditions as any other City of Coeur d'Alene water user. The governmental water user rate is defined by the City of Coeur d'Alene ordinances and/or resolutions establishing water user rates. All such rates and fees shall arise independent of this agreement.

Except in the event of an adjustment pursuant to an emergency, Coeur d'Alene shall give 90 days notice of any change of rate and such notice shall be in writing and shall be delivered in person or by mail to the City Clerk of Huetter. Bills for water service shall be rendered monthly and mailed to the City Clerk of Huetter and shall be payable on or before the due date shown thereon. All such charges and fees shall be due on the last day of the time period for which the billing is made and, if not paid within twenty (20) days after they become due and payable, shall be deemed to be delinquent and a late penalty charge of ten percent (10%) of the amount of such charge or fee may be added thereto. Water service to Huetter may be discontinued if any bill is not paid within sixty days of the due date. No order of any court or governmental authority, or any other causes or contingency shall relieve Huetter of its obligations to make payment for water delivered by Coeur d'Alene.

Resale of Water Prohibited: During any period of emergency wherein Huetter has accessed Coeur d'Alene water Huetter will not be permitted to resale the emergency supply of water at a rate above that rate charged by Coeur d'Alene.

EXHIBIT “4-A”

Cross-Connections prohibited:

For the protection of the health of all consumers supplied water from Coeur d’Alene, Huetter agrees to guard carefully against all forms of contamination, and that if at any time contamination should occur the area shall be immediately shut off and isolated and remain so until such conditions shall have been abated and the water declared again safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the areas affected.

It is understood and agreed that Huetter will not, under any circumstances, permit water from any other source or supply to be introduced into its water system, nor any part thereof or to be mixed or mingled with water from the water system of Coeur d’Alene, without prior written approval of the Coeur d’Alene City Council.

Coeur d’Alene expressly reserves the right to discontinue the supply of emergency water to Huetter whenever it is necessary to do so to insure proper operation of the Coeur d’Alene water system. Huetter shall make no claims for damages for such discontinuance against Coeur d’Alene.

Promise of Cooperation

Should circumstances change, operational difficulties arise, or misunderstandings bring about apparent disagreement, the parties agree to meet and confer at the request of either party. Each party agrees to not bring a claim, suspend performance (except for contamination), or initiate legal action against each other without first meeting face-to-face at the city council level regarding the subject matter of such disagreement.

Duration and Future Considerations

This agreement shall terminate when Huetter brings a second well into production, or acquires another secondary source of domestic water, but in any case not later than 10 years from the date of the Mayor of Coeur d’Alene's signature to this agreement.

EXHIBIT “4-A”

PART III

General Provisions:

- A. If a court of competent jurisdiction declares any provision of this Agreement invalid, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of this Agreement.
- B. The parties agree that this Agreement is not intended to replace any other requirements established by City of Coeur d’Alene ordinances or other applicable provisions of law.
- C. The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

Huetter to Hold the Coeur d’Alene Harmless: Huetter further agrees they will indemnify, defend and hold Coeur d’Alene harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Huetter's development, operation, maintenance, and use of the waterline. Huetter further agrees to indemnify, defend and hold Coeur d’Alene harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged in the event this agreement or any provision of this agreement is challenged in a court of law.

Force-Majeure: Coeur d’Alene’s failure or delay in performance of the executed water service agreement shall not be deemed to be a breach thereof when such failure or delay is occasioned by an event or effect that can be neither anticipated nor controlled, including but not limited to acts of nature (e.g., floods and hurricanes) and acts of people (e.g., riots, wars, explosions, sabotage, breakage and strikes) or accident to machinery or lines of pipes.

Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in this agreement comprise all of the agreements between the parties and no other agreements written or otherwise shall be enforceable unless specifically made a part of this agreement. All agreements, and representations of the parties are merged in this agreement.

Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of Coeur d’Alene City Code.

EXHIBIT “4-A”

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 **City of Huetter** has caused the same to be signed by its Mayor, attested by its City Clerk, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CITY OF HUETTER
P.O. BOX 3766
Cd'A, IDAHO 83816-2530

By: _____
Sandi Bloem, Mayor

By: _____
Jackie Meeks, Mayor

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

City Clerk

Staff Report

To: General Services
From: Recreation Director
Date: April 21, 2009

Decision Point:

Recreation Department is seeking authorization from City Council enter into an agreement to provide training for City of Hayden Lifeguards.

History:

The City of Coeur d'Alene provides in-service United States Life Saving training for the guards we employ at City Beach. City Beach in Coeur d'Alene is a USLA Certified Beach. It is a requirement that beach staff have yearly USLA Training. This would be the 3rd year we have provided this training for the City of Hayden.

Financial Analysis:

This is mandatory training for the Lifeguards we employ at City Beach. The City of Hayden will reimburse the City for this training based on the percentage of Hayden guard we train. We normally have trained only city guards and have paid 100% of the costs for this training. I anticipate we will now be paying about 60% of the costs and 40 % from the City of Hayden.

Decision Point\Recommendation:

Staff recommends approval of the agreement.

Steve Anthony

Recreation Director

USLA LIFEGUARD TRAINING AGREEMENT

This agreement is entered into between the **City of Hayden**, a political subdivision of the state of Idaho, hereinafter "Hayden," and the **City of Coeur d'Alene**, a political subdivision of the state of Idaho, hereinafter "Coeur d'Alene."

WHEREAS, both Hayden and Coeur d'Alene have open-water beaches located within their city limits; and

WHEREAS, both the Hayden and Coeur d'Alene desire to have their lifeguards trained to perform United States Lifeguard Association (USLA) open-water rescues; and

WHEREAS, Coeur d'Alene has on staff a USLA certified instructor that can provide USLA lifeguard training for both Coeur d'Alene and Hayden lifeguards.

NOW THEREFORE, it is agreed that Coeur d'Alene provide USLA certified training to Hayden lifeguards under the following terms and conditions:

1. Hayden will pay to Coeur d'Alene its pro rata share in an amount not to exceed \$17.00 per hour for each Hayden lifeguard receiving USLA recertification, lifeguards receiving certification training, and each lifeguard receiving in-service training, for a total dollar amount not to exceed \$2,000.00. Payment will be made by Hayden within 30 days of receipt of an itemized billing statement from Coeur d'Alene for the lifeguard training completed during the previous month.
2. Coeur d'Alene agrees that the lifeguard used to provide that training will be an employee of Coeur d'Alene certified by USLA to teach open-water rescue and that the employee will be paid by Coeur d'Alene on a fixed, hourly basis and not on a commission basis.
3. Coeur d'Alene agrees that the recertification and USLA training for Hayden lifeguards will commence no later than the 17th day of May 2010 and be completed no later than the 11th day of June 2010. The in-service training will be held throughout the season and be completed by August 31, 2010.
4. Hayden agrees to provide Coeur d'Alene a list of the lifeguards that will be attending the USLA recertification and training 24 hours prior to the first day of training.
5. Coeur d'Alene agrees to notify the Hayden Community Services Director as soon as practical, but no later than the following business day, when a Hayden lifeguard fails to attend a training session.
6. Hayden agrees to indemnify, defend, and hold harmless Coeur d'Alene, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Hayden, its agents,

employees, or representatives under this Agreement. Coeur d'Alene agrees to indemnify, defend, and hold harmless Hayden, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Coeur d'Alene, its agents, employees, or representatives under this Agreement.

7. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.
8. This agreement shall commence upon the signature of both parties hereto.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

DATED this 16th day of March, 2010.

HAYDEN

COEUR D'ALENE

Ronald B. McIntire, Mayor

Sandy Bloem, Mayor

ATTEST:

ATTEST:

Vicki Rutherford, City Clerk

Susan K. Weathers, City Clerk

CONTRACT

THIS AGREEMENT, made and entered into this **16th day of March, 2010** between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **JOHNSON CONTROLS, INC.**, with its principal place of business at 9718 West Flight Drive, Spokane, Washington 99224 hereinafter known as "Contractor."

WITNESSETH:

THAT, WHEREAS, Contractor agrees to undertake an evaluation for the City to determine the energy consumption and operational characteristics of the City's various facilities and systems listed below in order to evaluate and determine specific energy conservation measures, procedures, and other services that would be provided by Contractor to reduce the City's energy consumption, operating costs, and would include a solar photovoltaic installation for the City (the "Work"). The City agrees to assist Contractor in conducting and completing this Work.

NOW, THEREFORE, IT IS AGREED, that in order to facilitate the City's review and approval, and effectively manage cost and risk, Contractor's Work will be conducted in the following two phases according to the terms set forth herein and under the penalties expressed herein.

Section 1. Preliminary Development Phase: Contractor will conduct the necessary site visits, and cost and savings estimating in order to develop an initial list of energy conservation measures meeting the City's criteria. This information, along with a preliminary financial analysis, will be reviewed with the City, and recommendations will be made as to the optimum bundle of measures to be used as the basis for the Detailed Development Phase and final business case development for a complete project. Contractor shall present the City with a Preliminary Development Report for approval prior to proceeding to the Detailed Development Phase.

Section 2. Detailed Development Phase: Upon City's approval of the Preliminary Development Report, Contractor will proceed into the Detailed Development Phase. This phase of work will result in the delivery of a written final business case based on a price to install the measures and cash flow analysis with energy savings for an agreed-to term ("Detailed Development Report"). The Detailed Development Report will include a list of specific energy conservation measures Contractor proposes to install, a description of the operating and maintenance procedures Contractor believes can reduce energy consumption and operating costs, and an estimate of the energy and operating costs that will be saved by the equipment and procedures recommended in the Detailed Development Report.

Section 3. Commencement of Work: The City will provide Contractor with a written notice to proceed.

Section 4. Records and Data. During the evaluation study, the City will furnish to Contractor, upon its request, accurate and complete data concerning energy usage and operational expenditures for its facilities.

Section 5. Preparation of Performance Contracting Agreement. Within 90 calendar days after Contractor submits the Preliminary Development Report and within 30 calendar days after Contractor submits the Detailed Development Report, Contractor will prepare and submit to the City a contract to implement the energy conservation measures, procedures, and services identified in the report.

Section 6. Price and Payment Terms. The City agrees to pay to Contractor the sum of \$30,000 within 90 calendar days after Contractor delivers to the City the Detailed Development Report. The City will have no obligation to pay this amount if:

- a. Contractor and the City enter into a Performance Contract within 90 calendar days after the delivery to the City of the Detailed Development Report; or
- b. All costs (principal, interest, and measurement and verification) to be incurred by the City during the term of the proposed Performance Contract exceed the guaranteed savings to be realized during the same term.

Section 7. Insurance. Prior to commencing the Work, Contractor shall provide a certificate of insurance to the City showing Contractor’s insurance coverage, and Contractor shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

| COVERAGES | LIMITS OF LIABILITY |
|--|--|
| Workmen's Compensation Insurance or self insurance, including Employer's Liability | Statutory |
| Comprehensive General Liability Insurance, including Contractual. | \$5,000,000 One Occurrence \$5,000,000 Each Aggregate |
| Comprehensive Automobile Liability Insurance | \$5,000,000 Combined Single Limit |
| The above limits are obtained through primary and excess policies. | |

Contractor shall include the City as an additional insured on the General Liability and Automobile Liability Insurance policies applicable to the Work and required by this Agreement.

Section 8. Worker’s Compensation: Contractor agrees to maintain worker's compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should Contractor fail to maintain such insurance during the entire term hereof, Contractor shall indemnify the City against any loss resulting to the City from such

failure, either by way of compensation or additional premium liability. Contractor shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 9. Indemnity. Contractor agrees to indemnify, defend, and hold harmless the City from any and all liability, loss, or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Contractor, their agents, or employees. Contractor further agrees, at Contractor's cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of Contractor in connection with the negligent or wrongful acts, errors and omissions of Contractor, their agents or employees.

Neither Contractor nor the City will be responsible to the other for any special, indirect, or consequential damages.

Section 10. Disputes. If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in the First Judicial District of the State of Idaho.

Section 11. Notices. Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to Contractor at the address provided above, with proper postage affixed. Any notice required herein to be given to the City shall be written and deemed received by the City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

A Party may change its address from time to time by giving written notice of such change to the other Parties. Any notice, statement, or other document made, given, or delivered hereunder, shall be deemed to have been effectively received by the addressee thereof upon delivery by hand, overnight mail, or fax to the Party's address above during regular business hours, or upon delivery or transmission to an officer of the addressee.

Section 12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

Section 13. Freedom of Information Act. City contracts and documents prepared while performing contractual work may be subject to the Idaho public records law. If a public records request is presented to the City, Contractor will provide the documents it has provided to the City in a prompt and timely manner as prescribed in the public records law. Only legally authorized photocopying costs pursuant to the public records law may be assessed for this compliance.

Section 14. Access. The City will provide Contractor full access to all applicable locations and facilities in order to assist Contractor complete its Work.

Section 15. Hazardous Materials.

Asbestos-Containing Materials: Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal, or disposal of asbestos-containing materials (“ACM”). Consistent with applicable laws, the City shall supply Contractor with any information in its possession relating to the presence of ACM in areas where Contractor undertakes any Work or Services that may result in the disturbance of ACM. It is Contractor policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and the City shall provide such certification for buildings it owns, or aid Contractor in receiving such certification from facility owners in the case of buildings that it does not own, if Contractor will undertake Work or Services in the facility that could disturb ACM. If either the City or Contractor becomes aware of or suspects the presence of ACM that may be disturbed by Contractor’s Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other party. As between the City and Contractor, the City shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before Contractor continues with its Work or Services, unless Contractor had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (i) Contractor shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) the City shall resume its responsibilities for the ACM after Contractor’s remediation has been completed.

Other Hazardous Materials: Contractor shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Work or Services (“Contractor Hazardous Materials”) and for the remediation of any areas impacted by the release of Contractor Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities (“Non- Contractor Hazardous Materials”), City shall supply Contractor with any information in its possession relating to the presence of such materials if their presence may affect Contractor’s performance of the Work or Services. If either the City or Contractor becomes aware of or suspects the presence of Non- Contractor Hazardous Materials that may interfere with Contractor’s Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other’s contacts. As between the City and Contractor, City shall be responsible at its sole expense for removing and disposing of Non- Contractor Hazardous Materials from its facilities and the remediation of any areas impacted by the release of the Non-Contractor Hazardous Materials, unless Contractor had actual knowledge that Non-Contractor Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) Contractor shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) City shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from Contractor’s performance of the Work or Services.

Section 16. Miscellaneous Provisions.

- a. Any failure of either Party to require strict performance by the other Party, or any waiver by one Party of any requirement under this Agreement, shall not be deemed to be consent to or a waiver of any subsequent failure or breach.
- b. If any provision of this Agreement is invalid under any applicable law, that provision shall not apply, but the remaining provisions shall apply as written.
- c. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
- d. This Agreement is the full Agreement between Customer and Contractor as of the date it is signed. All previous conversations, correspondence, agreements, or representations related to this Agreement are not part of the Agreement between Customer and Contractor and are superseded by this Agreement.
- e. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.
- f. This Agreement cannot be assigned by either Party without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and JOHNSON CONTROLS, INC., have caused the same to be signed, the day and year first above written.

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

JOHNSON CONTROLS, INC.

By: _____
Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 16th day of March, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of March, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Johnson Controls, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

ATTACHMENT A

ENERGY AUDIT

Description/Location of Project:

1. Police Station:
2. City Hall:
3. Traffic Signals:
4. Street Lights:
5. Ball Field Lights:
6. Firehouses:
7. Parking Lot Lights:
8. Well Pump Motors:

The audit will consist of reviewing and evaluating the following energy upgrades or retrofits where applicable at the above locations:

- High efficiency indoor lighting,
 - Occupancy/vacancy sensors,
 - Daylight controls/solar tube skylights,
 - High efficiency outdoor lighting,
 - Variable air volume boxes,
 - High efficiency boilers,
 - High efficiency HVAV units,
 - HW/CHW system upgrades,
 - Variable frequency drive motors,
 - Control system upgrades,
 - Air Handler Unit upgrades,
 - Address insulation deficiencies,
 - Replace windows/window film,
 - Door seals/weather stripping/caulking,
 - Wind turbine electrical generation,
 - Biomass power generation,
 - Solar thermal water heating,
- Geothermal/ground source heat.

**PARKS & RECREATION COMMISSION
STAFF REPORT**

February 22, 2010

From: Doug Eastwood, Parks Director

Subject: Request to Use Independence Point Beach to Launch for Kayak Tours

Decision Point: Recommend to General Services to allow ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours. This would be a trial basis for the 2010 season and can be terminated without cause by the city if it proves to be a problem for the beach users or the boating traffic. Terms of use are described in the attached agreement.

History: A request for Kayak Tours was made last year in conjunction with walking tours on Tubbs Hill. That request was denied. Currently kayak tour launchings are conducted near North Idaho College and the BLM property on the south side of the Spokane River and possibly other public or private locations.

Financial Analysis: There is no apparent cost to the City to allow the use; however since it is a commercial venture we are recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement Fund.

Performance Analysis: This creates another water sport activity for residents and tourists. Kayaking is growing in popularity. We have contacted our vendors and the concerns raised have been incorporated into the attached agreement. This is not a competing venture with other vendors as there will not be any kayak rentals or rentals of any kind; only guided tours and the tours are complete with kayak and all other necessary safety equipment and instructions.

Decision Point: Recommend to the General Services Committee to allow this activity on a trial basis at the east end of Independence Point Beach with the criteria identified in the attached agreement. Any unforeseeable problems can be cause to terminate the use of the beach for the described purpose.

PERMIT AGREEMENT

THIS AGREEMENT, made and entered into this **16th day of March, 2010** between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho (“City”), and **ROW, INC., dba ROW ADVENTURES (“ROW”)** with its principal place of business at 202 E Sherman Ave , PO Box 579, Coeur d’Alene, Idaho 83814.

W I T N E S S E T H:

WHEREAS, ROW has been permitted to access Lake CDA from the east end of the Independence Point Beach for the purpose of providing guided kayak tours from the location identified on Exhibit A attached.

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, ROW shall provide kayak tours according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term “employees” shall include guides and support staff hired by ROW for the kayak tours.

Section 2. Community Relations: ROW agrees that their employees will be courteous and informed about the community and will assist with questions from kayak participants.

Section 3. Appropriate Equipment: ROW will provide appropriate kayak equipment and gear to each participant.

Section 4. Staffing: ROW guides will be proficient in kayaking lessons for people of all skill levels and will be proficient in water rescue and safety. ROW agrees that their employees must be appropriately dressed with identifying logo, and approved shorts, trunks or swim wear. Approval must be received from the Parks Director.

Section 5. Access Times: ROW can access the Independence Point Beach area between the hours of 8:00 a.m. and 10:00 p.m. except on weekends between June 15 and August 31 when ROW cannot access the beach between the hours of noon and 4:00 p.m. ROW also understands that they cannot interfere with the public use of the any part of the Independence Point Beach. ROW will not be allowed to leave a vehicle at the loading / unloading site for any period longer than 30 minutes.

Section 6. Tour Limits: ROW cannot provide more than two (2) kayak tours a day without prior written approval from the Parks Director. ROW will not schedule kayak tours that exceeds 21 people or 14 kayaks at any one time unless they have prior written approval from the Parks Director for a specific date and time that will exceed those numbers. ROW will provide one guide for every six participants.

Section 7. Food: ROW may not serve food on the beach or other CDA park areas without prior written permission and within the scope of a health permit.

Section 8. Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks Director.

Section 9. Trash: ROW agrees not to dispose of their trash at a City maintained trash receptacle. Trash must be removed from site and disposed of at ROW's expense.

Section 10. Waiver: ROW understands that during the term of this agreement, the City may undertake repairs and or construction projects to the City's parks, beach and/or waterfront, which may interfere with ROW's operation. Furthermore, ROW understands that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. ROW specifically waives any claims for lost profit, incidental or consequential damages against the City resulting from any of the conditions or projects listed in this section. ROW further acknowledges that the conditions or projects listed in this section may result in the City revoking this permit as provided in Section 23.

Section 11. Not Exclusive: ROW understands and agrees that the City from time to time during the term of this permit may allow other activities on the beach area.

Section 12. Worker's Compensation: ROW agrees to maintain worker's compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should ROW fail to maintain such insurance during the entire term hereof, ROW shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. ROW shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Hold Harmless: ROW agrees to indemnify, defend and hold the City and its agents, officers and employees harmless from any and all claims of liability, loss or damage arising out of, or in connection with, ROW's performance under the terms of this permit or the negligent or wrongful acts, errors and omissions of ROW, their agents, or employees.

Section 14. Access Location: ROW agrees to the following specifications, which will be adhered to by ROW for lake access:

ROW can enter that area of Independence Point Beach located on the East side of the beach within 40 feet of the rip-rap area and/or turf and landscape area where the beach ends. ROW cannot interfere with other beach users or swimmers within said area. ROW must keep that portion of beach clean and free of any litter, trash, clothing, gear or anything else directly related to the kayak tours.

Section 15. Term: The City shall permit kayak tours from Independence Point Beach to ROW for the season of April 1, 2010 to October 30, 2010 for the location described.

Section 16. Consideration: ROW shall in consideration for the permit pay the sum of 3% of gross income from kayak tours to the CDA Parks Department within 30 days after the end of the season.

Section 17. No Alcohol: ROW agrees they will not allow their employees or customers to consume any alcohol or alcoholic beverages on the Independence Point beach or other CDA park properties.

Section 18. City Ordinances: ROW shall abide by all City ordinances and resolutions.

Section 19. Glass Containers: ROW agrees not to use, or allow their customers to use, glass containers on public property during tours.

Section 20. Violation of Regulations: ROW agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and ROW may not be allowed resubmit a proposal for a period of three (3) years.

Section 21. Non-transferable: ROW also agrees and understands the permit site cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces neither ROW nor their agent (s) or employees shall park trucks or other vehicles adjacent to the curb for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Permit: The City may at any time after ten (10) day's written notice terminate this permit and retake possession of the space. Fees owed to date will be paid by ROW on a prorated basis covering the 3% of gross kayak tours to date of termination. The notice of the exercise by the City of its option to terminate the permit for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should ROW fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, ROW shall cease operation of the location. However, that before declaring such forfeiture, the City shall notify ROW in writing of the particulars in which the City deems ROW to be in default and ROW will have three (3) days to remedy the default.

Section 25. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to ROW at the address provided, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared **Peter Grubb**, known to me to be the President, of **ROW, INC., dba ROW ADVENTURES (“ROW”)** 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 Idaho
Residing at
My Commission Expires:

EXHIBIT "A"

Access Point



**GENERAL SERVICE COMMITTEE
STAFF REPORT**

DATE: May 8, 2010
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Stimulus Grant for Hazard Tree Removal and Maintenance

DECISION POINT: Recommended that the City accept a \$133,512 grant award to perform tree removals and maintenance on poor condition trees in city parks and within the street right-of-way throughout town.

HISTORY:

The Idaho Department of Lands has received federal Stimulus (ARRA) funds through the U.S. Forest Service to be used for public tree maintenance in Kootenai and Bonner Counties. Coeur d'Alene's urban forestry staff reviewed park and street trees identified by inventory work to be in poor or declining condition. Based on this information, we submitted a grant application requesting \$150,000 to complete work on 332 trees. The IDL has reviewed all applications and has recommended awarding \$133,512 to the city, which would cover work on 296 trees.

FINANCIAL ANALYSIS:

This is a reimbursement grant. There is no cash match requirement for grant funds. However, the City will have some minor cash expenses, such as postage to contact property owners abutting street tree locations, as well as staff time to administrate the grant. The tree removal and maintenance work (pruning) will be done by contractors, as the purpose of the funds is to increase and maintain local employment opportunities in achieving public improvements.

Abutting property owners will be responsible for planting replacement trees for the 113 street trees to be removed. The purchase of a qualified replacement tree will be in the range of \$150, with additional costs if they choose to hire someone to plant rather than doing the planting themselves. However, the abutting property owners are, by ordinance, responsible for the care and maintenance of trees within the public rights-of-way. They are therefore being saved the tree removal costs that would be paid by the grant. The pruning maintenance of the will not result in costs to the abutting property owners.

PERFORMANCE ANALYSIS:

The trees identified are those that are currently hazards or in the highest need of care to prevent future hazard and decline. Removal and replacement of trees with high hazard ratings promotes safety as well as provides new trees for the city's future. Preventative pruning will prolong the life and usefulness of public trees.

Contacts will be made with abutting property owners before any street tree work is done. Coordination and administration will be done by urban forestry and parks staff.

To put the numbers in perspective, the 120 park trees (5 removals and 115 pruned) are approximately 2.5% of the park tree population. The 176 street trees are 1% of the city's street tree population.

Receiving ARRA funding for tree maintenance work will benefit local tree services, should increase employment, and will save abutting property owners the maintenance costs for the trees in most need.

DECISION POINT/RECOMMENDATION:

Accept a \$133,512 grant award to perform tree removals and maintenance on poor condition trees in city parks and within the street rights-of-way.

c. Doug Eastwood

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 712.50
 Rec No 485756
 Date 3/8/2010
 Date to City Council: 3/16/2010
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service 3/16/10

Check the ONE box that applies:

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

| | |
|---|--|
| Business Name | Texas Roadhouse |
| Business Mailing Address | 402 West Neider Avenue |
| City, State, Zip | Coeur d'Alene, ID 83815 |
| Business Physical Address | 402 West Neider Avenue |
| City, State, Zip | Coeur d'Alene, ID 83815 |
| Business Contact | Business Telephone: 208-664-1903 Fax: |
| License Applicant | Texas Roadhouse Holdings LLC |
| If Corporation, partnership, LLC etc. List all members/officers | see attached organizational flow chart |

STAFF REPORT

To: City Council and General Services Committee
Date: March 2, 2010
From: Kathy Lewis, Deputy City Clerk
Re: Request to change ordinance regarding food vending on City property per letter

Decision Point: 1. Should the City Council change the mobile food concession ordinance which limits sales on sidewalks from sunrise to sunset to allow mobile food vending on sidewalks until 2:00 am? 2. Should the City Council change the ordinance to only allow downtown businesses to have mobile food concessions on the sidewalks in the downtown business district when the sidewalks are owned by the public?

History: The City has an ordinance regarding mobile food vending on City property. The ordinance was adopted to protect the quality of life on the sidewalks, allow for pedestrian travel and use, safety of the vendors and public after dark, and insure cleanliness and no use of City utilities. The sidewalks are owned by all of the citizens. This also helps the downtown eating establishments move the patrons into their establishments. The current Municipal Code allows sales from approved locations from sunrise until sunset. Mr. Pulis, owner of Moose Market and Moose Lounge at the corner of Fourth and Sherman has been selling hot dogs and ice cream at the Moose Market adjacent to the Moose Lounge for the past three summers. He is now requesting that he would like to move his hot dog business out onto the sidewalk in front of the ice cream shop. He is stating that 70-80% of his business would take place after dark. He is requesting that the Council allow him to operate his business "late night". When asked what time frame, he stated that he would like to sell outdoors on the sidewalk until 2:00 am. He is also requesting that the use of the public sidewalks for outside vendors in the downtown area be limited to only downtown business owners. The mobile food ordinance applies to all areas of the City not just the downtown area. Mr. Pulis already has outdoor eating tables that may be utilized until 10:00 pm.

Financial: There could be a risk to the City if someone came in contact with hot items, tripped fell etc as well as safety issues. The number of after dark crimes is increasing. There is more chance of litter and garbage, grease on the sidewalk, and increased maintenance costs if people are in an area that is dimly lit. If an ordinance change were made, it would apply to all areas of the City not just downtown. The financial benefit would be to the owner of the business only and not to the citizens who own the property. Mr. Pulis can sell his hot dogs and ice cream inside his shop during these hours if he so chooses which is a safer location, and much easier to maintain.

Performance Analysis: While all city residents own the sidewalks, Mr. Pulis is requesting limiting its use to only those who own a business downtown. There are several concessionaires who operate each year throughout the City including the Downtown area on a summer or seasonal basis who would no longer be allowed to obtain permits on Downtown public sidewalks if Mr. Pulis's request is granted. Additionally, the issue of maintaining adequate pedestrian traffic flow would be compromised if Mr. Pulis were allowed both outdoor seating and a hotdog stand encroaching onto the public sidewalk in the same area.

Decision Points: 1. Should the City Council change the Ordinance which allows mobile food vending from sunrise to sunset to allow mobile food vending until 2:00 am on the sidewalks throughout the City?
2. Should the Council allow only downtown businesses to utilize the downtown sidewalks?

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

March 8, 2010

From: Doug Eastwood, Parks Director

RE: MCEUEN FIELD & FRONT STREET PROJECT

Decision Point: Set March 25th for a community information meeting to discuss improvements and uses at McEuen Field and Third Street Marina area. Front Street improvements would also be part of the discussion. MIG, the Portland based consulting design firm that worked on the Parks Master Plan and the Education Corridor will conduct the information workshop.

History: We have reviewed this area as part of the Hyett-Palma downtown revitalization plan. A few years later the Walker-Macy plan produced a concept and soon after that the City Council appointed the committee of nine and they produced a revised concept in 2002. Today the Lake City Development Company will partner with the City to help make improvements to the waterfront park area. Almost eight years has passed since the 2002 concept was presented and many changes have occurred in the surrounding area; the new library was built and a new commercial/residential high rise has been built.

Financial Analysis: Improvements to the site will be in partnership with LCDC and we expect there will participation from the CDA Arts Commission. The Arts Commissions has brought forward a grant opportunity through the National Endowment for the Arts which can award up to \$250,000.00 per community for new art projects. Only 15 communities will receive a grant and the grants are a 50/50 match. Art can be a part of the improvements to the park site.

Performance Analysis: The City and LCDC has expressed that we will not displace any user groups unless a like or better location and facility can be provided. We have not been able to acquire land that could accommodate some of the larger use areas and therefore we are not recommending re-location of those uses at this time. The workshop will provide an update on this project and gather input from the public on the things they would like to see remain or added to the park site.

Decision Point: Set March 25th at 6:00 p.m. at the Lake City Senior Center for a public informational meeting on the McEuen Field / Third Street Marina area and Front Street improvements.

**CONSENT CALENDAR
STAFF REPORT**

DATE: March 16, 2010
FROM: Kyle Marine, Maintenance Supervisor, Water Dept.
SUBJECT: Approval for bulk purchase of water main and service replacement materials for annual replacement projects.

=====

DECISION POINT:

Staff is requesting approval from the city Council to award the purchase of water main and service replacement materials to Consolidated Supply who supplied the lowest quotation.

HISTORY:

The water department has historically been responsible for the major amount of undersized and deteriorating main and service replacement within the City. For the past couple of years, staff has concentrated on the meter conversion to reduce the significant cost of completion. The Water Department now plans to resume water main replacement for fiscal year 2010 and staff has determined that purchasing parts and materials in large quantities will significantly lower the overall cost of these annual projects.

FINANCIAL ANALYSIS:

The Water Department has budgeted \$100,000 for replacement materials. Quotations were solicited from three vendors with the following results. Consolidated Supply supplied the lowest reasonable quote of \$45,554.98,. HD Supply supplied a second lowest quote of \$46,088.81 and HD Fowler supplied the highest quote of \$48,921.10 Normally this type of purchase would have been purchased by the job. In doing so we can save money by purchasing in bulk and get a better price in the long run.

PERFORMANCE ANALYSIS:

Past practice has been to purchase only enough materials for each individual job as they were undertaken. By purchasing in larger quantities for multiple projects, the City gets a much larger discount on material prices resulting in lower overall job costs and allowing more work to be completed for the budget allotment.

QUALITY OF LIFE ANALYSIS:

Replacement of undersized and rapidly deteriorating mains and services will significantly improve and protect the high water quality our customers currently enjoy with reduced service interruption, reduced water loss from leakage, improved water quality issues and significantly enhanced fire flow capabilities.

DECISION POINT/RECOMMENDATION:

Water Department staff requests Council approval of purchase of water main and service replacement materials from Consolidated Supply Company in preparation for annual water line replacement projects. .

DATE: MARCH 10, 2010
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: APRIL 20, 2010

Mayor Bloem,

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

| <u>ITEM NO.</u> | <u>REQUEST</u> | <u>COMMISSION ACTION</u> | <u>COMMENT</u> |
|-----------------|--|--------------------------|----------------|
| ZC-3-10 | Zone change from R-12 to R-17 Applicant: Steven Widmyer Location: 3400 & 3514 N. Fruitland | Recommended Approval | Quasi-Judicial |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **APRIL 20, 2010.**

JS:ss

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

March 8, 2010
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Dave Pulis, Moose Lounge
Tom Hasslinger, CdA Press
Peter Grubb, ROW Adventures
Ann Solomon
Charlie Roan

STAFF PRESENT

Kirk Johnson, I.T.
Wayne Longo, Chief of Police
Terry Pickel, Asst Superintendent - Water Dept.
Kathy Lewis, Deputy City Clerk
Steve Anthony, Recreation Director
Doug Eastwood, Parks Director
Wendy Gabriel, City Administrator
Jon Ingalls, Deputy City Administrator
Troy Tymesen, Finance Director
Mike Gridley, City Attorney
Juanita Knight, Senior Legal Assistant

**Item 1. Declaring Surplus Property / Computer Equipment.
(Resolution No. 10-009)**

Kirk Johnson, Network Systems Administrator, reported that they have nominal value old computer equipment that taking up too much storage space. Staff is requesting approval to surplus the old equipment to allow for disposal, recycling, or transfer to another public agency for use.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-009 declaring the submitted list of old computer equipment as surplus.

**Item 2. Request for Police Volunteers / Issuing Parking Citations.
(Agenda Item)**

Chief Longo is requesting approval to authorize police volunteers to issue infraction citations for parking violations. In the past five years the patrol division has issued **5899** tickets for parking violations in the City of Coeur d'Alene. The statistics are as follows:

2005: 1674 **2006:** 1178 **2007:** 1307 **2008:** 884 **2009:** 856

Parking problems are determined to be low priority to a patrol shift due to the high volume of emergency and non emergency calls for service. Neighborhood complaints of parking issues can sometimes go unresolved due to lack of available officers to respond. The City Council is requested to authorize our COPS volunteers to act as our designee in enforcing parking violations in the City of Coeur d'Alene. This designee authority is allowed per Idaho Statute 49-213 for Handicap parking enforcement. It is also allowable under existing city ordinance 10.27.020. COPS volunteers do not replace current manpower but instead supplement our resources.

Councilman Edinger asked if this would conflict with Diamond Parking enforcement. Chief Longo responded no. COPS will be addressing parking violations within residential neighborhoods, not downtown.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council authorize the COPS volunteers to act as the City's designee in enforcing parking violations within the residential areas in the City of Coeur d'Alene.

**Item 3. Amendment to Emergency Water Agreement / City of Huetter.
(Resolution No. 10-009)**

Terry Pickel, Assistant Superintendent, is requesting that Council approve an amendment the Huetter Water agreement to allow them to utilize City water not only during emergencies but during times when their well needs to be taken off line for maintenance. Mr. Pickel explained that the City created an emergency intertie with the City of Huetter's water system in 2005. Its purpose was to have a temporary backup source of water for Huetter in case their well failed. The agreement (Resolution 05-060) setting it up included the conditions under which we would allow the intertie to be opened. Part 2 of the agreement defines the conditions under which water will be made available to Huetter. Needed well maintenance was mistakenly not included in the conditions. This change will rectify that. Making this change will allow Huetter to shut down their well from time to time to perform needed maintenance. Without the proposed amendments, they would only be able to access our water upon a failure of their well

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-009 approving an amendment to the Agreement for Temporary Water Services with the City of Huetter.

**Item 4. Request to Change City Code/Amending Hours of Operation for Outdoor Vending Carts.
(Consent Calendar)**

Kathy Lewis, Deputy City Clerk, explained that the City has an ordinance regarding mobile food vending on City property. The ordinance was adopted to protect the quality of life on the sidewalks, allow for pedestrian travel and use, safety of the vendors and public after dark, and insure cleanliness and no use of City utilities. The current Municipal Code allows sales from approved locations from sunrise until sunset. Mr. Pulis, owner of Moose Market and Moose Lounge at the corner of Fourth and Sherman has been selling hot dogs and ice cream at the Moose Market adjacent to the Moose Lounge for the past three summers. He is now requesting that he would like to move his hot dog business out onto the sidewalk in front of the ice cream shop. He is stating that 70-80% of his business would take place after dark. He is requesting that the Council allow him to operate his business "late night". Mr. Pulis also indicated that he would like to sell outdoors on the sidewalk until 2:00 a.m. Mr. Pulis is also requesting that the use of the public sidewalks for outside vendors in the downtown area be limited to only downtown business owners. Ms. Lewis added that the mobile food ordinance applies to all areas of the City, not just the downtown area. Any amendments to the existing code would apply to all other vending carts within the City.

Mr. Pulis explained his proposal as outlined in his letter and conceptual drawing submitted to staff. Mr. Pulis added that many of the larger cities have late night vending carts.

Councilman Edinger stated that he believes changing the hours of operation would open a can of worms.

Councilman Kennedy stated that he believes the late night vending carts could be a good thing. However, more research is needed. He'd like to see how the changes to the outdoor seating policy affects things before they consider adding this to the mix. Maybe this can be revisited next year.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council deny the request to change the city code – amending the hours of operation for outdoor vending carts and to not restrict mobile food vending to downtown business owners only in the downtown area.

Item 5. Council Bill No. 10-1002 / Adding Definition of Childcare Facility.
(Agenda)

Kathy Lewis, Deputy City Clerk, explained that the City adopted an ordinance for Childcare. This past year a section was added modifying the requirements for licensing of athletic facilities that provide childcare. As a result, when the codifier “Sterling Codifiers”, who transforms our ordinances into code, were converting the ordinance, they felt there should be a definition for a childcare facility. The code states a childcare facility license is requiredand there was no definition for a child care facility. This is strictly a housekeeping item. The Childcare Commission approved the following definition at there meeting on Monday, February 26, 2010. Childcare Facility: “Any place, building, or part of a building where care for children is performed for compensation whether such business calls itself a mini-school, kindergarten, nursery, preschool, learning center or any other business whose activity is substantially the same as a childcare operation.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Council Bill No. 10-1002 to add a definition for Childcare Facility.

Item 6. USLA Lifeguard Training Agreement / City of Hayden.
(Consent Resolution No. 10-009)

Steve Anthony, Recreation Director, explained that the City of Coeur d’Alene provides in-service United States Life Saving training for the guards we employ at City Beach. City Beach in Coeur d’Alene is a USLA Certified Beach. It is a requirement that beach staff have yearly USLA Training. This would be the 3rd year we have provided this training for the City of Hayden. The City of Hayden will reimburse the City for this training based on the percentage of Hayden guards we train. We normally have trained only city guards and have paid 100% of the costs for this training. I anticipate we will now be paying about 60% of the costs and 40 % from the City of Hayden.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-009 approving an agreement to provide lifeguard training for the City of Hayden.

Item 7. Award of Contract / Energy Services.
(Resolution No. 10-009)

Doug Eastwood, Parks Director, is recommending to the City Council to enter into a Project Development Agreement with Johnson Controls to perform an energy audit. Mr. Eastwood explained that the City of Coeur d’Alene received an Energy Stimulus Grant from the Department of Energy in the sum of \$191,700.00. The purpose of the grant is to leverage those funds for upgrading or retrofitting some of our buildings and other outdoor energy sources. The City conducted a department wide energy workshop in July of 2009 and from that workshop staff submitted an Energy Efficiency Strategy Plan which was accepted and approved by the D.O.E. Staff then solicited for RFQ’s from Energy Service Companies to present to us how the energy upgrades would save us money and how they would implement the strategy plan with regard to the actual upgrades and guaranteeing the cost savings from those upgrades. In February of 2010 staff interviewed Johnson Controls; the only responsive company to our request for qualifications. The D.O.E. insisted that our plan be more comprehensive than our original submittal. The cost of implementing the energy audit results will be significantly more than our original plan. The D.O.E. had intended for us to use the grant as leverage funding to accomplish a greater, long term, goal. The difference between the energy stimulus grant and the potential cost of the overall enhancement project will be returned to the city by guaranteed cost savings as a direct result of the energy upgrades. This guarantee will also be part of the energy upgrade contract. The cost of the energy

audit will be \$30,000.00 and that cost will come from the energy stimulus grant. That expense will be included in the total cost of implementing the energy upgrades if we choose to continue with Johnson Controls to implement the upgrades. Johnson Controls will go through the energy audit created by staff (attachment A) and create a detailed energy analysis audit. This will be the preliminary development step. If we choose to continue after the audit the next step will be to review and prioritize to scope of the work to be performed. Next we would create a detailed development plan, finalize the scope of work and ultimately enter into a contract for the energy enhancement plan. From this point in time there will be at least four more steps in the review process before we would recommend entering into a contract for the actual upgrades. Johnson Controls will present to us recommendations and findings from this recommended audit which will demonstrate where we will see the greatest energy savings and how those savings will offset our investment and how those funds will be returned to the City. The ESCO contract will guarantee the savings with a payback over a specified period of time or Johnson Controls will pay the city the difference between the proposed savings and the actual savings.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 10-009 approving an Agreement with Johnson Controls to perform an energy audit as described in Attachment A.

**Item 8. Permit Agreement / Use of Tubbs Hill (Scribner error) Independence Point to Launch Kayak Tours.
(Consent Calendar)**

Doug Eastwood, Parks Director, is requesting approval to allow ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours. This would be a trial basis for the 2010 season and can be terminated without cause by the city if it proves to be a problem for the beach users or the boating traffic. Terms of use are described in the agreement. Mr. Eastwood went on to explain that a request for Kayak Tours was made last year in conjunction with walking tours on Tubbs Hill. That request was denied. Currently kayak tour launchings are conducted near North Idaho College and the BLM property on the south side of the Spokane River and possibly other public or private locations. There is no apparent cost to the City to allow the use; however since it is a commercial venture we are recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement Fund. This creates another water sport activity for residents and tourists. Kayaking is growing in popularity. We have contacted our vendors and the concerns raised have been incorporated into the agreement. This is not a competing venture with other vendors as there will not be any kayak rentals or rentals of any kind; only guided tours and the tours are complete with kayak and all other necessary safety equipment and instructions.

Councilman Edinger, expressed concern that once the kayaks leave the beach they would interfere or cause more congestion with the other jet ski and boaters in that area. Mr. Eastwood expressed that he doesn't foresee a problem with that as it's a no wake zone anyway.

Councilman Bruning, stated that the Parks and Recreation Commission discussed this proposal in great detail and believes they have all concerns addressed and worked out. Councilman Bruning stated that he feels comfortable with going forward on a trial basis for one year.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council allow ROW Adventures to access Intendance Point Beach for the purpose of launching kayaks for guided tours on a trial basis for the 2010 season.

Item 9. Memorandum of Understanding with Dept. of Lands / Stimulus Grant for Hazardous Tree Removal and Maintenance.
(Consent Calendar)

Doug Eastwood, Parks Director, is recommending that the City accept a \$133,512 grant award to perform tree removals and maintenance on poor condition trees in city parks and within the street right-of-way throughout town. Mr. Eastwood explained that the Idaho Department of Lands (IDL) has received federal Stimulus (ARRA) funds through the U.S. Forest Service to be used for public tree maintenance in Kootenai and Bonner Counties. Coeur d'Alene's urban forestry staff reviewed park and street trees identified by inventory work to be in poor or declining condition. Based on this information, staff submitted a grant application requesting \$150,000 to complete work on 332 trees. The IDL has reviewed all applications and has recommended awarding \$133,512 to the city, which would cover work on 296 trees. This is a reimbursement grant. There is no cash match requirement for grant funds. However, the City will have some minor cash expenses, such as postage to contact property owners abutting street tree locations, as well as staff time to administrate the grant. The tree removal and maintenance work (pruning) will be done by contractors, as the purpose of the funds is to increase and maintain local employment opportunities in achieving public improvements. Abutting property owners will be responsible for planting replacement trees for the 113 street trees to be removed. The purchase of a qualified replacement tree will be in the range of \$150, with additional costs if they choose to hire someone to plant rather than doing the planting themselves. However, the abutting property owners are, by ordinance, responsible for the care and maintenance of trees within the public rights-of-way. They are therefore being saved the tree removal costs that would be paid by the grant. The pruning maintenance of the trees will not result in costs to the abutting property owners. Mr. Eastwood stated that the trees identified are those that are currently hazards or in the highest need of care to prevent future hazard and decline. Removal and replacement of trees with high hazard ratings promotes safety as well as provides new trees for the city's future. Preventative pruning will prolong the life and usefulness of public trees.

Councilman Bruning asked if this program can be worked in conjunction with the sidewalk repair program. Mr. Eastwood said that it would.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council accept a \$133,512 grant award to perform tree removals and maintenance on poor condition trees in city parks and within the street right-of-way.

Item 10. McEuen Field Project.
(Consent Calendar)

Doug Eastwood, Parks Director, is requesting Council approval to set March 25th for a community information meeting to discuss improvements and uses at McEuen Field and Third Street Marina area. Front Street improvements would also be part of the discussion. MIG, the Portland based consulting design firm that worked on the Parks Master Plan and the Education Corridor will conduct the information workshop. Staff has reviewed this area as part of the Hyett-Palma downtown revitalization plan. A few years later the Walker-Macy plan produced a concept and soon after that the City Council appointed the committee of nine and they produced a revised concept in 2002. Today the Lake City Development Company will partner with the City to help make improvements to the waterfront park area. Almost eight years has passed since the 2002 concept was presented and many changes have occurred in the surrounding area; the new library was built and a new commercial / residential high rise has been built. Improvements to the site will be in partnership with LCDC and we expect there will participation from the CDA Arts Commission. The Arts Commissions has brought forward a grant opportunity through the National Endowment for the Arts which can award up to \$250,000.00 per community for new art projects. Only 15 communities will receive a grant and the grants are a 50/50 match.

Councilman Edinger questioned the intent with the Legion Baseball Field. Mr. Eastwood state that the City and LCDC have expressed that we will not displace any user groups unless a like or better location and facility can be provided. We have not been able to acquire land that could accommodate some of the larger use areas and therefore we are not recommending re-location of those uses at this time. The workshop will provide an update on this project and gather input from the public on the things they would like to see remain or added to the park site.

Councilman Edinger asked if administration had plans to form a committee to review this process. Wendy Gabriel, City Administrator, stated that a steering committee would be formed and assigned to work with the consultant.

Councilman Edinger noted that over the years the city has hired several consultants regarding McEuen Field. He asked if another consultant would be hired to work on this plan. Mrs. Gabriel stated that the previous plans are simply concepts. The concepts will be brought back to see what, if anything, still has merit. Mrs. Gabriel stated that another consultant would need to be hired to create the design and construction documents. Councilman Edinger, asked who would pay for this consultant. Mrs. Gabriel stated that there would be a number of funding partners, including LCDC, art grant (that would pay for an art component), and the City's capitol improvement fund. Once the plan is finalized, the construction process can be done in phases.

Councilman Edinger expressed concern that an entity may presume they have more say of what happens at McEuen simply because they contributed more money.

Councilman Bruning stated that the 4th Street Improvement project was a huge success and encouraged staff to model this project by it.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council authorize staff to set a public informational meeting regarding McEuen Filed / Third Street Marina Area and Front Street Improvements for March 25th at 6:00 p.m. at the Lake City Senior Center.

The meeting adjourned at 1:00 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: February 9, 2010

From: Chief Longo

Subject: Request for Proposal – Police Volunteers issue parking cites

Decision Point: Authorization given to police volunteers to issue infraction citations for parking violations.

History: In the past five years the patrol division has issued **5899** tickets for parking violations in the City of Coeur d’Alene. The statistics are as follows:

2005: 1674 **2006:** 1178 **2007:** 1307 **2008:** 884 **2009:** 856

Parking problems are determined to be low priority to a patrol shift due to the high volume of emergency and non emergency calls for service.

Financial Analysis: The COPS volunteers work 7 days a week during daytime hours. With the ability to issue parking citations in high impact areas such as Rosberry Drive, and other neighborhoods with parking issues, there is a potential for revenue estimated at the following: Sixty citations issued per month @ \$15.00 per cite = \$900.00 per mo. = \$10,800 per year. Handicap parking violations are estimated at twenty citations issued per month @ \$100.00 per cite = \$2,000 per month = \$24,000 per year. A total projected revenue of \$34,800 per year with variances due to manpower. This enforcement action and revenue is in addition to the approximate **900** cites issued yearly by the patrol division.

Performance Analysis: Neighborhood complaints of parking issues can sometimes go unresolved due to lack of available officers to respond. COPS volunteers are a very effective tool in addressing this issue. Police volunteers have been exceptionally effective in addressing reported abandoned vehicles in the City. The parking enforcement program would operate off of the same premise. COPS volunteers do not replace current manpower but instead supplement our resources.

Quality of Life Analysis: The citizens will enjoy more consistent response to parking enforcement in the City.

Decision Point / Recommendation: The City Council is requested to authorize our COPS volunteers to act as our designee in enforcing parking violations in the City of Coeur d’Alene. This designee authority is allowed per Idaho Statute 49-213 for Handicap parking enforcement. It is also allowable under existing city ordinance 10.27.020.

STAFF REPORT
General Services Committee

To: City Council and General Services Committee
Date: March 2, 2010
From: Kathy Lewis, Deputy City Clerk
Re: Request to add definition of “ Child Care Facility” to the Municipal Code

Decision Point: Should the City Council add the definition of child care facility to the Municipal Code?

History: The City adopted an ordinance for Childcare. This past year a section was added modifying the requirements for licensing of athletic facilities who provide childcare. As a result, when the codifier “Sterling Codifiers”, who transforms our ordinances into code, were converting the ordinance, they felt there should be a definition for a childcare facility. The code states a childcare facility license is requiredand there was no definition for a child care facility. This is strictly a housekeeping item. The Childcare Commission s approved the following definition at there meeting on Monday, February 26, 2010. Childcare Facility : “ Any place, building, or part of a building where care for children is performed for compensation whether such business calls itself a mini-school, kindergarten, nursery, preschool, learning center or any other business whose activity is substantially the same as a childcare operation.

Financial: Publishing of the summary of the ordinance change

Performance Analysis: No changes - this is just a housekeeping item for clarification.

Decision Points: Should the City Council change the Ordinance for Child Care to add the definition for a Childcare Facility ?

COUNCIL BILL NO. 10-1002
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 5.68.020 AND 5.28.030 TO ADD A DEFINITION OF CHILDCARE FACILITY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 5.68.020, is hereby amended to read as follows:*

5.68.020: DEFINITIONS:

For the purposes of this chapter, the following terms, phrases, words and derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "he" refers to all genders.

APPLICANT: A person or entity that submits to the city clerk an application for a license or the renewal of a license to conduct, operate or maintain a childcare facility under this chapter.

CENTER, CHILDCARE: A facility that cares for thirteen (13) or more children or a location providing care other than a principal residence.

CHILDCARE FACILITY: Any place, building, or part of a building where care for children is preformed for compensation whether such business calls itself a mini-school, kindergarten, nursery, preschool, learning center, or any other business whose activity is substantially the same as a childcare operation.

FAMILY CHILDCARE: A facility that cares for no more than nine (9) children in a primary residence without a special use permit or no more than twelve (12) children with a special use permit.

PREMISES: A building or part of a building where any childcare is provided including parking areas.

SUBSTITUTE CARE PROVIDER: An individual or volunteer who provides care at a facility in the absence of the operator.

SUPERVISED VOLUNTEER: An individual who is a guest at a childcare facility on an irregular basis for a prearranged event, or to visit a child and who is continually under the supervision of a licensee and does not count in the staff/child ratio.

ATHLETIC CLUB: Locations providing physical fitness equipment, gymnasium, and other exercise equipment, classes, and programs for physical well being. This includes any organization whose activity is substantially the same.

PARENT/VOLUNTEER: Person on premises providing assistance in the classroom or volunteering to provide a service to the children on a regular basis.

SECTION 2. *That Coeur d'Alene Municipal Code Section 5.68.030, is hereby amended to read as follows:*

5.68.030: LICENSE TYPES AND REQUIREMENTS:

After January 1, 1984, no person, partnership, corporation or association shall maintain, operate or permit to be operated within the city any "childcare facility", as defined in this chapter, without first having obtained a ~~childcare facility~~ license from the city, and no "operator", as defined in this chapter, shall allow or permit the use of a childcare facility unless a proper license for such operation shall have been so obtained. No operator shall permit any person who may have unsupervised contact with children to remain on the premises of a childcare facility unless they obtain and carry a current license issued by the city of Coeur d'Alene. Types of licenses are as follows:

- A. On Site Nonprovider: This license is required for any person twelve (12) years of age or older residing with an operator, a person who is employed by a childcare facility, a person eighteen (18) years of age or older who resides at a childcare facility, or any person who is regularly on the premises at a childcare facility, or anyone who may reasonably be expected to have unsupervised contact with children, but does not provide direct care, such as janitorial, lunchroom staff, pastors, immediate family members of operator, children over eighteen (18), friends who are regularly on the premises, etc. The nonprovider must complete

a criminal history background check. The nonprovider may not perform any direct care of children. The license expires December 31 annually.

- B. Facility License; Childcare Facility: This license is required for any place, building, or part of a building where childcare is performed by taking in two (2) or more children, to care for or attend to for any part of a twenty four (24) hour day. This license includes any organization, institution, school, home, foster home, place or facility, whether such business calls itself a minischool, kindergarten, nursery, preschool, learning center or any other business, whose activity is substantially the same as a childcare operation. This license is not required for:
1. Any state operated institution, school or facility operated by or under the jurisdiction of the state, any agency or political subdivision of the state, or by any other public body or public entity;
 2. Any childcare service which receives no compensation or trade of services for its services;
 3. The operation of day camps, and programs for less than twelve (12) weeks during a calendar year or not more often than once a week;
 4. The occasional care of a neighbor's, relation's, or friend's child or children by a person not ordinarily in the business of childcare; or
 5. The provision of care for children of only one immediate household in addition to the person's own children.
- C. Operator License: This license is required for any proprietor, lessee, manager, director, owner, entity, or person in charge of any childcare facility or business providing for the temporary care of children. The operator must have a criminal history background check completed, with results returned and meet eligibility requirements. A temporary permit is not available. Within one hundred twenty (120) days, licensees shall attend and complete a four (4) hour (clock hours) introduction to childcare workshop which addresses the following areas: child development, health and safety, child guidance, and business practices. The applicant must submit evidence of completion of test showing applicant is free of tuberculosis. Applicant must submit evidence of current child/infant CPR and first aid cards valid through licensing period. New applicants must submit at least five (5) references of reputable citizens from such community wherein the applicant has resided for the longest period within the last ten (10) years, and include the written recommendation of at least two (2) citizens of Coeur d'Alene regarding the applicant's moral character. For license renewal, applicant must submit proof of eight (8) hours of approved continuing education in child development areas relating to childcare, with no more than four (4) hours completed in online courses.
- D. Provider License: This license is required for any person working or volunteering at a childcare facility who provides care for children at any point in time. Person may be issued a temporary permit while criminal history results are in process, but must be supervised at all times by a licensed provider, until the provider license is issued. Temporary license must be

surrendered to receive permanent license. To obtain the license, the applicant must submit evidence of current infant/child CPR training, and infant/child first aid training valid through current licensing period. New hires must complete the criminal history background check within three (3) days of hire, and complete training within ninety (90) days of hire. A new applicant must submit evidence that applicant is free from tuberculosis. For annual renewal of license, all applicants for an operator or provider license must provide proof of eight (8) hours of approved continuing education, with no more than four (4) hours being completed in approved online training courses.

- E. Athletic Facility License: This license is required and issued to the owner of any facility where the premises are used for athletic purposes and childcare is provided for compensation, either by membership or direct fee. The owners or operators must obtain a Criminal History background check. In order to qualify for the athletic facility license, the facility must not provide care for a child for more than two hours per day and the parent or guardian must remain on the premise while care is being provided. Otherwise, full child care licensing is required. The facility must have an emergency responder available at all times.
- F. Athletic Childcare Provider: This license is issued to any person providing direct care of children that may be unsupervised in an athletic facility. This requires a Criminal History background check meeting the same criteria as all childcare providers; and a tuberculosis test. The minimum age for a provider is eighteen.
- G. Athletic Childcare Owner/Operator: This license is issued to the person primarily in charge of the day to day operation of the childcare portion of the athletic facility. This license requires evidence of Criminal History background check, Infant/Child CPR training, Infant/Child First Aid training, and a tuberculosis test. The minimum age is eighteen.
- H. Parent/Volunteer License: This license is required for all parents or other volunteers who provide assistance in the classroom or volunteer to provide a service to the children in any type of childcare facility on a regular basis. This license requires a Criminal History background check and a tuberculosis test. In order to assure that an emergency responder is present, the parent/volunteer may not be left unsupervised.
- I. Facility License Requirements: In order to obtain a facility license which expires December 31 annually:
 - 1. Operator must hold a current childcare operator's license.
 - 2. Facility must have an approved health inspection.
 - 3. Facility must have an approved fire inspection.
 - 4. As of June 1, 1999, all new applicants for a facility license must have a safe, fenced, outdoor play area with no jagged, or sharp edges. Fence must be built of suitable material to contain the ages of children being cared for. The outdoor fenced area must meet a minimum of seventy five (75) square feet per child. Exception: Those facilities where care

is intended to be two (2) hours or less, and the parent is on site as in health clubs, grocery stores, etc.

5. Safety requirements for childcare facilities with swimming pools, wading pools, or hot tubs (inground or aboveground) containing twenty four inches (24") or more of water, must comply with title 8, chapter 8.20 of this code. In addition the childcare facility must comply with the following:
 - a. The water shall be clean and treated to comply with health department recommendations. In addition, the wading pools shall be emptied at the end of each day.
 - b. A person holding a water safety certificate through the American Red Cross shall be present at all times when a swimming pool is in use. Lifesaving equipment must be near the pool premises.
 - c. When any of the above are available to children, continuous adult supervision is required.
 - d. The care provider shall have on file written, signed permission from each child's parent/guardian to allow participation in a swimming pool, wading pool or hot tub.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 16th day of March, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Section 5.68.020 Childcare Facility Definition

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 5.68.020 AND 5.26.030 TO ADD A DEFINITION OF CHILDCARE FACILITY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Section 5.68.020 Childcare Facility Definition, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 16th day of March, 2010.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

PLANNING COMMISSION SUMMARY OF ACTIONS

March 9, 2010

Administrative:

The Planning Commission held elections for Chairman and Vice-Chairman for the next two Years and elected:

Chairman: Brad Jordan
Vice-Chairman: Heather Bowlby

Public hearings:

ZC-3-10
Applicant: Steven Widmyer
Location: 3400 & 3514 N. Fruitland
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre)

APPROVED BY A 5-0 VOTE

City Council action on ZC-3-10 is scheduled for April 20, 2010.

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

| FUND | BALANCE 1/31/2010 | RECEIPTS | DISBURSE- MENTS | BALANCE 2/28/2010 |
|--|----------------------|--------------------|--------------------|----------------------|
| General-Designated | \$532,464 | \$8,095 | \$3,066 | \$537,493 |
| General-Undesignated | 7,695,788 | 3,429,729 | 4,103,245 | 7,022,272 |
| <u>Special Revenue:</u> | | | | |
| Library | 310,255 | 39,775 | 90,631 | 259,399 |
| CDBG | (484) | 42,325 | 42,532 | (691) |
| Cemetery | (67,893) | 14,236 | 16,661 | (70,318) |
| Parks Capital Improvements | 216,738 | 4,749 | 4,400 | 217,087 |
| Impact Fees | 1,875,434 | 22,117 | | 1,897,551 |
| Annexation Fees | 62,818 | 10 | | 62,828 |
| Insurance | 2,027,681 | 587 | 6,772 | 2,021,496 |
| Cemetery P/C | 1,865,354 | 7,429 | 307 | 1,872,476 |
| Jewett House | 11,292 | 763 | 1,122 | 10,933 |
| KCATT | 3,409 | 1 | | 3,410 |
| Reforestation | 8,481 | 2 | | 8,483 |
| Street Trees | 201,288 | 4,831 | | 206,119 |
| Community Canopy | 626 | | 224 | 402 |
| CdA Arts Commission | 306 | | 10 | 296 |
| Public Art Fund | 48,163 | 7 | 322 | 47,848 |
| Public Art Fund - LCDC | 301,965 | 45 | 32,280 | 269,730 |
| Public Art Fund - Maintenance | 113,668 | 17 | 36 | 113,649 |
| KMPO - Kootenai Metro Planning Org | 4,700 | 26,059 | 28,122 | 2,637 |
| <u>Debt Service:</u> | | | | |
| 2000, 2002 & 2006 G.O. Bonds | 1,233,709 | 31,146 | 168,621 | 1,096,234 |
| LID Guarantee | 282,903 | 43 | 4 | 282,942 |
| LID 124 Northshire/Queen Anne/Indian Meadows | 2,648 | | | 2,648 |
| LID 127 Fairway / Howard Francis | 177 | 172 | | 349 |
| LID 129 Septic Tank Abatement | 164,722 | 2,022 | | 166,744 |
| LID 130 Lakeside / Ramsey / Industrial Park | 20,778 | | | 20,778 |
| LID 143 Lunceford / Neider | - | | | - |
| LID 146 Northwest Boulevard | 139,328 | 20,298 | | 159,626 |
| <u>Capital Projects:</u> | | | | |
| Street Projects | 727,164 | 34,594 | 122,100 | 639,658 |
| 2006 GO Bond Capital Projects | 7,361 | 1 | 768 | 6,594 |
| <u>Enterprise:</u> | | | | |
| Street Lights | 106,036 | 37,631 | 42,001 | 101,666 |
| Water | 1,288,216 | 198,926 | 233,359 | 1,253,783 |
| Water Capitalization Fees | 681,335 | 28,303 | | 709,638 |
| Wastewater | 12,595,233 | 437,112 | 948,073 | 12,084,272 |
| Wastewater-Reserved | 933,698 | 27,500 | | 961,198 |
| WWTP Capitalization Fees | 968,210 | 43,467 | | 1,011,677 |
| WW Property Mgmt | 60,668 | | | 60,668 |
| Sanitation | (74,996) | 238,575 | 242,065 | (78,486) |
| Public Parking | 620,653 | 10,511 | 3,333 | 627,831 |
| Stormwater Mgmt | 506,693 | 103,190 | 73,103 | 536,780 |
| Wastewater Debt Service | 422 | | | 422 |
| <u>Fiduciary Funds:</u> | | | | |
| Kootenai County Solid Waste Billing | 166,000 | 165,620 | 166,005 | 165,615 |
| LID Advance Payments | 354 | 40 | 7 | 387 |
| Police Retirement | 1,389,700 | 24,213 | 28,309 | 1,385,604 |
| Sales Tax | 1,699 | 1,280 | 1,699 | 1,280 |
| BID | 125,943 | 3,467 | | 129,410 |
| Homeless Trust Fund | 473 | 453 | 473 | 453 |
| GRAND TOTAL | \$37,161,181 | \$5,009,341 | \$6,359,650 | \$35,810,872 |

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FIVE MONTHS ENDED
 28-Feb-2010

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 2/28/2010 | PERCENT EXPENDED |
|------------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council | Personnel Services | \$183,234 | \$75,909 | 41% |
| | Services/Supplies | 14,360 | 3,417 | 24% |
| Administration | Personnel Services | 483,605 | 202,359 | 42% |
| | Services/Supplies | 5,500 | 1,784 | 32% |
| Finance | Personnel Services | 637,704 | 264,066 | 41% |
| | Services/Supplies | 116,240 | 47,907 | 41% |
| Municipal Services | Personnel Services | 822,699 | 328,046 | 40% |
| | Services/Supplies | 463,207 | 206,205 | 45% |
| Human Resources | Personnel Services | 203,034 | 86,342 | 43% |
| | Services/Supplies | 34,600 | 5,827 | 17% |
| Legal | Personnel Services | 1,228,228 | 503,566 | 41% |
| | Services/Supplies | 92,260 | 32,863 | 36% |
| | Capital Outlay | | | |
| Planning | Personnel Services | 491,222 | 203,746 | 41% |
| | Services/Supplies | 29,200 | 3,048 | 10% |
| Building Maintenance | Personnel Services | 267,082 | 104,186 | 39% |
| | Services/Supplies | 124,354 | 40,486 | 33% |
| Police | Personnel Services | 8,504,121 | 3,429,042 | 40% |
| | Services/Supplies | 695,924 | 216,679 | 31% |
| Fire | Personnel Services | 6,391,258 | 2,744,389 | 43% |
| | Services/Supplies | 383,290 | 133,916 | 35% |
| General Government | Services/Supplies | 163,250 | 163,204 | 100% |
| Byrne Grant (Federal) | Personnel Services | | | |
| | Services/Supplies | 87,343 | 84,706 | 97% |
| COPS Grant | Personnel Services | | 64,152 | |
| | Services/Supplies | | 8,601 | |
| CdA Drug Task Force | Services/Supplies | 51,640 | 104,659 | 203% |
| | Capital Outlay | | | |
| Streets | Personnel Services | 1,686,286 | 654,915 | 39% |
| | Services/Supplies | 470,400 | 112,624 | 24% |
| ADA Sidewalk Abatement | Personnel Services | 162,946 | 48,777 | 30% |
| | Services/Supplies | 58,500 | 5,367 | 9% |
| Engineering Services | Personnel Services | 347,291 | 180,374 | 52% |
| | Services/Supplies | 732,050 | 41,952 | 6% |
| | Capital Outlay | | | |

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FIVE MONTHS ENDED
 28-Feb-2010

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 2/28/2010 | PERCENT EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Parks | Personnel Services | 1,183,560 | 404,246 | 34% |
| | Services/Supplies | 426,260 | 90,009 | 21% |
| Recreation | Personnel Services | 599,152 | 209,506 | 35% |
| | Services/Supplies | 141,150 | 19,535 | 14% |
| Building Inspection | Personnel Services | 797,620 | 294,612 | 37% |
| | Services/Supplies | 35,800 | 8,163 | 23% |
| Total General Fund | | <u>28,114,370</u> | <u>11,129,185</u> | <u>40%</u> |
| Library | Personnel Services | 941,698 | 376,771 | 40% |
| | Services/Supplies | 184,000 | 69,745 | 38% |
| | Capital Outlay | 60,000 | 23,455 | 39% |
| CDBG | Services/Supplies | 304,576 | 46,712 | 15% |
| Cemetery | Personnel Services | 148,024 | 65,728 | 44% |
| | Services/Supplies | 65,450 | 25,273 | 39% |
| | Capital Outlay | 25,200 | 84,414 | 335% |
| Impact Fees | Services/Supplies | 830,000 | 454,976 | 55% |
| Annexation Fees | Services/Supplies | 200,000 | 200,000 | 100% |
| Parks Capital Improvements | Capital Outlay | 227,000 | 126,351 | 56% |
| Insurance | Services/Supplies | 201,243 | 19,999 | 10% |
| Cemetery Perpetual Care | Services/Supplies | 98,500 | 40,563 | 41% |
| Jewett House | Services/Supplies | 17,100 | 4,993 | 29% |
| Reforestation | Services/Supplies | 2,500 | | |
| Street Trees | Services/Supplies | 41,500 | 21,000 | 51% |
| Community Canopy | Services/Supplies | 1,000 | 470 | 47% |
| CdA Arts Commission | Services/Supplies | 6,600 | | |
| Public Art Fund | Services/Supplies | 173,000 | 99,221 | 57% |
| KMPO | Services/Supplies | 650,000 | 134,159 | 21% |
| Total Special Revenue | | <u>4,177,391</u> | <u>1,793,830</u> | <u>43%</u> |
| Debt Service Fund | | <u>2,153,383</u> | <u>803,673</u> | <u>37%</u> |

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FIVE MONTHS ENDED
 28-Feb-2010

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGETED | SPENT THRU 2/28/2010 | PERCENT EXPENDED |
|-----------------------------------|------------------------|----------------------------|----------------------------|---------------------|
| Kathleen / Howard Signal | Capital Outlay | 125,000 | 4,703 | 4% |
| Govt Way - Dalton to Hanley | Capital Outlay | 1,000,000 | 46,468 | 5% |
| Howard - Neider Extension | Capital Outlay | 200,000 | 507,592 | 254% |
| Howard Street - North | Capital Outlay | | 24,794 | |
| 4th St - Lakeside to Harrison | Capital Outlay | | 598,907 | |
| 15th Street - Lunceford to Dalton | Capital Outlay | 400,000 | 2,146 | 1% |
| 3rd St & Harrison signal | Capital Outlay | 275,000 | | |
| 15th St & Harrison signal | Capital Outlay | | 193 | |
| Intersection of Hanley & US95 | Capital Outlay | | 47,248 | |
| Fire Dept GO Bond Expenditure | Capital Outlay | | 1,237 | |
| Total Capital Projects Funds | | <u>2,000,000</u> | <u>1,233,288</u> | <u>62%</u> |
| Street Lights | Services/Supplies | 555,571 | 225,573 | 41% |
| Water | Personnel Services | 1,432,550 | 560,081 | 39% |
| | Services/Supplies | 3,722,007 | 527,825 | 14% |
| | Capital Outlay | 755,700 | 300,376 | 40% |
| Water Capitalization Fees | Services/Supplies | 416,240 | | |
| Wastewater | Personnel Services | 2,112,635 | 801,813 | 38% |
| | Services/Supplies | 5,190,638 | 758,806 | 15% |
| | Capital Outlay | 13,118,436 | 2,784,517 | 21% |
| | Debt Service | 1,489,110 | 588,600 | 40% |
| WW Capitalization | Services/Supplies | 1,026,993 | | |
| Sanitation | Services/Supplies | 3,116,772 | 1,317,949 | 42% |
| Public Parking | Services/Supplies | 173,957 | 91,608 | 53% |
| | Capital Outlay | | | |
| Stormwater Mgmt | Personnel Services | 390,145 | 127,177 | 33% |
| | Services/Supplies | 523,737 | 198,982 | 38% |
| | Capital Outlay | 475,000 | 130,348 | 27% |
| Total Enterprise Funds | | <u>34,499,491</u> | <u>8,413,655</u> | <u>24%</u> |
| Kootenai County Solid Waste | | 2,400,000 | 699,401 | 29% |
| Police Retirement | | 237,500 | 88,444 | 37% |
| Business Improvement District | | 142,000 | 60,000 | 42% |
| Homeless Trust Fund | | 5,000 | 2,249 | 45% |
| Total Fiduciary Funds | | <u>2,784,500</u> | <u>850,094</u> | <u>31%</u> |
| TOTALS: | | <u><u>\$73,729,135</u></u> | <u><u>\$24,223,725</u></u> | <u><u>33%</u></u> |