



Coeur d'Alene

CITY COUNCIL MEETING

July 3, 2012

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

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
June 19, 2012**

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 June 19, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Loren Ron Edinger) Members of Council Present
Woody McEvers)
Deanna Goodlander)
Mike Kennedy)
Steve Adams)
Dan Gookin)

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

INVOCATION: The Invocation was led Pastor Paul VanNoy Candlelight Fellowship Church.

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

PROCLAMATION – PARKS DAY CELEBRATION: On behalf of Mayor Bloem, Councilman Kennedy read her proclamation declaring July 14, 2012 as Parks Day Celebration in our City. Katie Kosanke along with Bob Hallock and Jay Barnett, Parks Day Celebration Committee members, outlined the activities planned for that day.

PUBLIC COMMENTS:

WATER DEPARTMENT INTRODUCTIONS: Water Superintendent Jim Markley, introduced the new employees to the City's Water Department - Glenn Poelstra, Jason Hendricks, Bob Covey.

HOSTILE WORK ENVIRONMENT: Norm Gissel, 2630 Fernan Hill Road, congratulated the Mayor and three Councilmembers for surviving the recall petition process. He recalled a client he had represented in a hostile work environment suit. He urged the Council to consider that they have the affirmative duty that they do not harass staff.

IRONMAN: Mac Cavasar, Race Director of Coeur d'Alene Ironman, announced that the public can log onto www.ironmancda.com for information on street closures for the June 24th Ironman Event. He thanked city staff for being supportive of the Ironman Race. Councilman Kennedy asked if this is the first year the cyclists will be going south on U.S. 95, and asked what the traffic impact would be. Mr. Cavasar described the course which first goes to Higgens Point then back through town and onto U.S. 95 at the NW Blvd. on ramp. He noted that there will be no closures on Government Way and noted that U.S. 95 will not be closed but the speed limit on U.S. 95 will be lowered to 45 MPH during the bicycle portion of the race. He asked the public to not view the race along U.S. 95 as ISP will be ticketing those that stop along that portion of the course.

RECALL PETITION: Charlotte Gherke, 1308 Coeur d'Alene Ave., commented that she believes the recall has been a success and hopes that the teachers in our community use this recall process as a teaching tool for the students. She complained about Councilman Kennedy's actions at the last Council meeting. She asked if McEuen Park was \$40 million or \$14 million. Mrs. Gherke then asked if the \$14 million was for Phase 1. Mayor Bloem responded that there are no phases that we are building a park for approximately \$14 million and, in the future, groups could add amenities to the park either through donations, grants or the Parks Capital Improvement fund.

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

1. Approval of minutes for June 5, 2012.
2. Setting of General Services Committee and the Public Works Committee meetings for June 25, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-022: 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 FUNDING AGREEMENT WITH HUD FOR CDBG ENTITLEMENT FUNDING OF PLAN YEAR 2012; APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR THE 2012 CENTENNIAL TRAIL SEAL COAT AND REPAIR PROJECT; AND APPROVAL OF A CONTRACT WITH POE ASPHALT PAVING, INC. FOR SEAL COAT, REPAIR CRACKS, AND RE-STRIPE CENTENNIAL TRAIL AND SEAL COAT THE PRAIRIE TRAIL.
4. Denial of request to amend City regulations to allow dwarf goats to reside within the city limits.
5. Approval of Bills as submitted and on file in the Office of the City Clerk.
6. Approval of cemetery lot repurchase from Diane Starr
7. Setting of Public Hearing: A-2-12 – Annexation/zoning for property north side of Seltice Way, west of Mill River Seniors Facility for July 17, 2012.
8. Approval of beer license for Valentino's Take n' Bake Pizza at 219 W. Canfield Ave.

DISCUSSION: Councilman Gookin asked if Item 4 (banning dwarf goats) would conflict with Mr. Markley using goats to eat down the weeds on Water Department property. Councilman Kennedy responded the goats that the City uses do not reside in the City but are brought into the City infrequently. Mr. Ingalls also responded that currently the goats are only being used by the Water Department at the reservoir sites and not well sites and are there for a very short period of time.

ROLL CALL: Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye. Motion carried.

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOOKIN: Councilman Gookin commented that he has talked with the Recall people and that this recall is over and they are not going to bring any lawsuits and that the Council will be moving forward with the park. He expressed his appreciation for Susan Weathers throughout this entire recall process. He believes that the entire Council loves this community and although they differ in opinion, they all want the best for our community. He also believes that

the community keeps saying the Council needs to listen; however, he believes that the Council does listen, they just don't always agree with your personal opinion. He encouraged everyone to move forward.

COUNCILMAN ADAMS: Councilman Adams announced that he and Councilman Gookin took a tour of the Water Department's four well sites.

COUNCILMAN GOODLANDER: Councilman Goodlander encouraged citizens to view the new art at the Wastewater Treatment plant that depict the microbes that work in the treatment process; the graphics for the utility boxes are done and should be installed after July 4th, and; the new ArtCurrents artwork is in place in the downtown area.

ADMINISTRATOR'S REPORT: Deputy City Administrator Jon Ingalls announced the area construction updates: Education Corridor - Phase 1B of the project has progressed quickly with construction expected to be completed by June 21. Traffic signals at the new intersection of Northwest Boulevard and River Avenue have been installed and are scheduled to be activated. The Water Department is also finishing up the water main project around Forest Cemetery. Final patching is anticipated during the week of June 18th. Wastewater's summer sewer open trench work is still underway. For the week of June 18th – 22nd: D Street, north of Virginia Avenue will be closed to traffic. The contractor will be installing water, sewer, and storm drain piping; Mullan Road (NW Blvd to Garden) – paving is complete; Installation of the pavement striping/markings to be completed with periodic minor traffic disruptions; Birch Avenue (between 11th & 12th) – installation of a sewer main extension will begin. Since this is essentially an alley, there will be no disruption of work. During the construction period, area residents can expect equipment noise and brief traffic delays. For information on the project, please contact Jim Remitz, Project Manager at 769-2278. On Thursday, June 21st, between 3:30 p.m. and 4:30 p.m., street crews will begin to set in place the barricades and detour route for the closure of Sherman Avenue between 2nd Avenue and Independence Point. Southbound traffic traveling into the downtown area will be detoured onto Lakeside Avenue to 2nd, 3rd, or 5th streets to reach Sherman Avenue. Resort traffic should use 1st Street. Bleachers will be staged on Sherman at 5:00 p.m. on June 21st and will stay in place until the afternoon of June 25th. The Independence Point parking lot will be closed early Wednesday as they set up medical tents and Ironman stores. The 3rd Street boat-trailer parking area will be closed early Wednesday morning, June 20th, and re-opened Wednesday, June 27th. Alternate boat-trailer parking is available in the main lot or south of City Hall during this closure. Mullan Avenue, from 17th to 23rd Streets, will be "NO PARKING" on the north side on Saturday, June 23rd, and entirely closed to traffic on race day, Sunday, June 24th. For more information, please call 769-2233. This spring the Street Department coordinated with the area high schools to spruce up their plows for the upcoming season. Two plows were painted by Project-Bridge and the Lake City High School. The three other plows are being painted by Coeur d'Alene High, NIC, and the Charter Academy, and should be completed soon. Later this fall, they will be working with Lakes Middle School in the "Name the Storm" contest. Members of the Coeur d'Alene Police Department participated in the annual Law Enforcement Torch run for Special Olympics last Thursday. Our thanks go to Chief Longo, Detective Rios and Detective Johnson for participating and for their ongoing support to Special Olympics programs. Approximately 20 law enforcement officers joined Special Olympics athletes who participated in the run. On June 13th, Mayor Sandi Bloem received the very prestigious "William Booth Award" from the Salvation Army. Named for the organization's founder, this international honor is given to recipients for their dedication to the Salvation Army's goal of outstanding service to the community through the

donation of time, talents and energy. Past recipients recognized for their “outstanding contributions to the betterment of humanity through civil and philanthropic affairs” include the Reverend Billy Graham, Bob Hope, and U.S. Senate Chaplain Lloyd Ogilvie. Here is a tip from the city’s Pedestrian & Bicycle Advisory Committee: Break downs are no fun so always be sure your bike is in good working order before leaving home. If your gears aren’t shifting correctly or your brakes aren’t stopping you quickly enough, a simple tune-up at your local bike shop can help you on your way. Seat pouches that can hold spare inner tubes and bike tools can also be purchased at any bike shop. Congratulations Lee Brainard for his recent selection for promotion to the rank of Lieutenant. Lieutenant Brainard will fill a position that will open up upon the retirement of Lieutenant Don Ashenbrenner after a 25 year career with the Coeur d’Alene Police Department. “Inland Northwest Airports and Airplanes” is the topic of a program at the Coeur d’Alene Public Library on Thursday, June 21st, at 7:00 p.m.

RESOLUTION NO. 12-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING POLICIES AND GUIDELINES TO ESTABLISH CRITERIA FOR PLACEMENT OF MEMORIALS AND NAMING CITY PROPERTY, PARKS, AND FACILITIES.

Councilman President Kennedy explained that the Parks Department receives several requests each year for naming parks for various residents of our community. He noted that the City has received more requests than parks exist and this has become an issue. One of the ideas to resolve this was to create the Rock of Fame, which was done. The Parks Commission has completed a research of other communities on how they handle such naming requests. Tonight the policy is being presented based on the findings and research completed by the Parks and Recreation Commission.

Councilman Gookin asked about the financial analysis on renaming a park and asked if the specific cost would be brought forward at the same time a request comes forward. Council President Kennedy responded that is the plan.

Parks and Recreation Commission Chairman Scott Cranston explained some of the cost involved in renaming a park. He noted that it is hoped that the naming of a park occurs when the land is being donated or during the development of the park. He commented that it has been the practice to name our parks after geographical sites, however, the last two parks had a naming contest which was for Bluegrass Park and Shaddock Park. Council President Kennedy described the naming process as outlined in the policy.

Councilman Gookin asked about the Memorial Gathering Place. Mr. Cranston responded that the proposed monument at Memorial Field could be used for naming opportunities for donations to the parks. Councilman Gookin asked about corporate naming policies, e.g. for the baseball field at Cherry Hill. Mr. Cranston responded that corporations would fall under the for-profit entities outlined in the policy. Mr. Cranston also noted that he believes that this policy always has room for changes or amendments by the Council. He noted that Dave Patzer, Jim Lien, and John Bruning were the committee members who did the work and research on this policy.

Motion by Kennedy seconded by Gookin to adopt Resolution 12-023.

Councilman Adams and Gookin thanked the members of the committee for all their work on this policy.

ROLL CALL: Edinger, Aye; Kennedy, Aye; McEvers, Aye; Adams, Aye; Gookin, Aye; Goodlander, Aye. Motion carried.

RESOLUTION NO. 12-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH RIVER'S EDGE APARTMENT, LLC.

Motion by Kennedy, seconded by Goodlander to adopt Resolution 12-024

ROLL CALL: Adams, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Gookin, Aye; Edinger, Aye. Motion carried.

ORDINANCE NO. 3444
COUNCIL BILL NO. 12-1018

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Goodlander to pass the first reading of Council Bill No. 12-1018

ROLL CALL: Edinger, Aye; Gookin, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Adams, Aye. Motion carried.

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1018 by its having had one reading by title only.

ROLL CALL: Edinger, Aye; Gookin, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Adams, Aye. Motion carried.

RESOLUTION NO. 12-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A HOST VENUE SPONSORSHIP AGREEMENT 2013 – 2017 WITH THE

WORLD TRIATHLON CORPORATION AND CHAMBER OF COMMERCE FOR THE FORD IRONMAN EVENT.

City Attorney Mike Gridley noted that it has been 10 years since Ironman came to Coeur d'Alene. He presented a 5-year contract with World Triathlon Corporation for continuing the Ironman race in Coeur d'Alene. He noted that not much has changed in the contract but noted that one of the changes is the bicycle course now going south on US 95.

Councilman McEvers noted that there is not much of a change in the cost to the City, but rather just more specific language in the contract. City Attorney Gridley confirmed that is the case.

Steve Wilson, representing the Coeur d'Alene Chamber of Commerce, confirmed that the sponsorship fees have gone up around the country but they have kept our Chamber's sponsorship fees the same and have also allowed the Chamber increased opportunities for fund raising.

Councilman Gookin complimented the completeness of the contract. He commented that the contract requires that the city be insured with a reputable insurance company and noted the city is self-insured. Mr. Wilson confirmed that this is acceptable to the World Triathlon Corporation. Councilman Gookin asked about the specific support requirements of the city. City Attorney Mike Gridley responded that the listed requirements are basically the same for the City as in the previous contract. Councilman Gookin noted that, in spite of the complaints received by a few citizens, he believes this event is good for the city.

City Attorney Mike Gridley also commented on the \$50,000 contributed by World Triathlon Corporation to the community including the \$15,000 dedicated to the Community Fund and the members that serve on that Committee.

Councilman Edinger asked about the cost to the City which is estimated at \$50,000. Deputy City Administrator Jon Ingalls responded that \$21,000 is for Police, \$24,000 is for Fire/EMS and the remaining pays for Streets and Parks services.

Councilman Adams asked about the required 5 ambulances. Fire Chief Gabriel responded that through the mutual aid agreement ambulances are brought in from surrounding areas.

Motion by Goodlander, seconded by Gookin to adopt Resolution 12-025.

DISCUSSIN: Councilman Goodlander believes that Ironman has brought a cultural change to our community evidenced by over 100 local entrants in this year's Ironman Race. Mayor Bloem believes that Ironman has provided this community the opportunity to set personal goals higher than one would think one could have accomplished.

ROLL CALL: Adams, Aye; McEvers, Aye; Goodlander, Aye; Kennedy, Aye; Gookin, Aye; Edinger, Aye. Motion carried.

A-1-12 – FINDINGS AND ORDER FOR ANNEXATION/ZONING OF NIC PROPERTY:

Motion by Kennedy, seconded by Goodlander to adopt the Findings and Order of the public hearing held of the annexation/zoning of NIC property on April 17, 2012.

ROLL CALL: Gookin, Aye; Goodlander, Aye; Adams, Aye; Edinger, Aye; McEvers, Aye; Kennedy, Aye. Motion carried.

PUBLIC HEARING – ZC-3-12 – ZONE CHANGE AT 2202 N. GOVERNMENT WAY:

Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared by any Council member. Sean Holm, City Planner, gave the staff report.

Mr. Holm gave the applicant's name as Xiao Bo Ellsworth, the location as a 0.288 acre parcel at 2202 N. Government Way and the reason for the request as a zone change from R-12 to NC (neighborhood commercial).

He went on to give the staff analyses of the Comprehensive Plan regarding land use, neighborhood characteristics, utilities, streets, traffic, and existing land uses. He reported that on May 8, 2012 the Planning Commission voted in favor of the requested zone change without conditions.

He reported that 26 notices were mailed on June 1, 2012 for tonight's public hearing.

Councilman Gookin asked what the comments were that the City received from the mailings. Mr. Holm responded that no comments were received. Councilman Gookin asked what was previously located at this site. Mr. Holm responded that it was a residence. Councilman Kennedy noted that the applicant commented that if the massage business fails they would want to open a restaurant and asked if that would be an allowed use. Mr. Holm said it was. Councilman Edinger asked about the power pole on the property line next to the alley. Mr. Holm responded that they would need to have Avista move the power line pole to allow them their proposed parking off of Homestead.

PUBLIC COMMENTS: Councilman Adams asked about the clientele base. Marty Ellsworth, applicant, 1311 Richardson Avenue, Lewiston, Idaho, stated that they are proposing a Chinese massage business and they have a similar business in Lewiston but do not have a client base here yet; however, the most they could handle would be 10 clients a day. Councilman Adams asked what type of restaurant they would want to open if they massage facility failed. Mr. Ellsworth responded that the type of restaurant has not been decided yet. Councilman Adams asked how many therapists would be employed. Mr. Ellsworth responded between 2-3 massage therapists.

MOTION: Motion by Goodlander, seconded by Gookin to approve the requested zone change from R-12 to NC for the property located at 2202 N. Government Way, and direct staff to prepare the Findings and Order.

ROLL CALL: Goodlander, Aye; Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 § C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency.

ROLL CALL: Adams, Aye; Edinger, Aye; McEvers, Aye; Kennedy, Aye; Gookin, Aye; Goodlander, Aye. Motion carried.

The Council entered into Executive Session at 7:45 p.m. Members present were the Mayor, City Administrator, City Council, City Attorney and Deputy City Administrator.

Matters discussed were those of labor negotiations. No action was taken and the Council returned to its regular session at 8:09 p.m.

RESOLUTION NO. 12-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE 2012 EMPLOYEE SEPARATION INCENTIVE - LETTER OF AGREEMENTS (LOA).

Motion by Edinger, seconded by Goodlander to adopt Resolution 12-026.

ROLL CALL: Adams, Aye; Gookin, Aye; Edinger, Aye; Kennedy, Aye; McEvers, Aye; Goodlander, Aye. Motion carried.

ADJOURNMENT: Motion by Goodlander, seconded by McEvers to recess this meeting to June 28th at 7:30 a.m. at the Parkside Conference Room for a joint workshop with the City Council/LCDC/Team McEuen. Motion carried.

The meeting recess at 8:10 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 12-027

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 A MEMORANDUM OF UNDERSTANDING – SATELLITE PHONES FOR IDAHO TECHNICAL REQUEST TEAM; CONSULTING CONTRACT – POLICE ASSOCIATION NEGOTIATIONS; S-2-03 - FINAL PLAT APPROVALS AND MAINTENANCE/WARRANTY AGREEMENTS FOR WATERFORD 8TH AND 9TH ADDITIONS; CHANGE ORDER #1 – 2012 MULLAN ROAD STORM DRAIN PROJECT; AMENDMENT TO MOU FOR HUBBARD GRAY CONSULTANTS AND AMENDMENT NO. 1 – HDR ENGINEERING FOR WWTP PHASE 5C.1

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 "A through F" and by reference made a part hereof as summarized as follows:

- A. Memorandum of Understanding – Satellite Phones for Idaho Technical Request Team;
- B. Consulting Contract – Police Association Negotiations;
- C. S-2-03 - Final Plat Approvals and Maintenance/Warranty Agreements for Waterford 8th and 9th Additions;
- D. Change Order #1 – 2012 Mullan Road Storm Drain Project;
- E. Amendment to MOU for Hubbard Gray Consultants
- F. Amendment No. 1 – HDR Engineering for WWTP Phase 5c.1.

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 "A through F" 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 3rd day of July, 2012.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Staff Report

Date: 6-25-2012
From: Jim Washko, Deputy Chief
Re: MOU – Satellite Phones for ITRT

DECISION POINT: We would like to have our MOU with the Kootenai County Office of Emergency Management renewed, for a satellite phone to be used with the Idaho Technical Rescue Team plus the addition of one phone.

HISTORY: We have had an MOU with Kootenai County for a satellite phone since November 2005 for use with our Idaho Technical Rescue Team. It is another form of communication that can be used during a major disaster. The phone is attached to the ITRT and is kept in a safe location at all times. After some research we found that this is still a viable option for communication and we requested one more phone from their cache for a total of two (2).

FINANCIAL ANALYSIS: There is no cost incurred by the City of Coeur d' Alene, the service agreement for activating and maintaining the phones is paid for by our Idaho Bureau of Homeland Security Grant, which is a 100% grant that we receive each year for maintenance and training of the team.

PERFORMANCE ANALYSIS: As stated above this is a valuable piece of equipment that will be carried by the team to be used as a communication tool during a major disaster or terrorist event. This will allow communications when all other sources on the ground have failed.

QUALITY OF LIFE ANALYSIS: This is another method for our team to stay safe and have communications during a major event to be able to complete our mission of Rescue and Life Safety throughout our local area and the state.

DECISION POINT/RECOMMENDATION: To respectfully request the approval of this MOU to assist with the operation capability of our Idaho Technical Rescue Team.

Memorandum of Understanding

Coeur d'Alene Fire Department; Satellite Phone Use

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between **KOOTENAI COUNTY OFFICE OF EMERGENCY MANAGEMENT**, hereinafter referred to as **KCOEM**, and **COEUR D'ALENE FIRE DEPARTMENT**, hereinafter referred to as **CDA FIRE**.

I. PURPOSE:

The purpose of this instrument is to distribute two (2) Satellite Phones purchased by **KCOEM** to **CDA FIRE** to be supported and used by **CDA FIRE** to best serve the residents of Kootenai County during an emergency or disaster.

II. STATEMENT OF BACKGROUND INFORMATION.

Due to the mountainous geographic conditions in the Kootenai County area, reliable wireless communications using ground based cell phones is very unreliable. The use of Satellite Phone technology offers a viable alternative. Kootenai County has received Satellite Phones through a Homeland Security Grant. Having these phones available to several key agencies will provide greater access and efficiency of use, as well as being more cost efficient.

III. STATEMENT OF MUTUAL BENEFIT AND INTEREST

This MOU allows the distribution of Satellite Phones to key Kootenai County Organizations that will benefit all the residents of Kootenai County during emergencies and disasters. The receiving organization will be responsible for maintaining the service and use agreement and be able to utilize the phones at their discretion.

IV. COUNTY SHALL:

Phone No. 1

- a. Provide one complete Satellite Phone and Case
- b. Model: GSP-1600-PR
- c. ESN: 17900602280
- d. Phone Number: 254-241-9081
- e. Maintain ownership of Satellite Phones

Phone No. 2

- f. Provide one complete Satellite Phone and Case
- g. Model: GSP-1600-PR
- h. ESN: 17900603795
- i. Phone Number: 254-241-9082
- j. Maintain ownership of Satellite Phones

Memorandum of Understanding

Coeur d'Alene Fire Department; Satellite Phone Use

V. CDA FIRE SHALL:

- a. Establish annual activation and use contract with Satellite Service Vendor
- b. Provide copy of the service and use contract to OEM
- c. Maintain phone for immediate use
- d. Be responsible for all administrative and maintenance costs, including minute costs
- e. Have full control over use of their respective unit
- f. At the request of KCOEM, unit may be recalled for temporary redeployment in an emergency/disaster situation
- g. If redeployed, KCOEM will reimburse respective Agency for any minute costs incurred
- h. Be responsible for maintaining replacement insurance for units in case of loss, theft, or breakage
- i. Maintain proficient operational training level on the use of the satellite phone and service with their staff members that will be using the unit
- j. At CDA FIRE's discretion, phone costs may be billed to an incident

VI. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

	KOOTENAI COUNTY	CDA FIRE DEPARTMENT
KEY CONTACT:	Sandy VonBehren	Chief Kenny Gabriel
AGENCY NAME:	KC Office of Emergency Management	Coeur d'Alene Fire Department
STREET ADDRESS:	5500 N. Government Way	300 E. Foster Ave.
CITY STATE:	Coeur d'Alene, ID	Coeur d'Alene, ID
PHONE NUMBER:	208-446-1775	208-769-2340
FAX NUMBER:	208-446-1780	208-769-2343
EMAIL ADDRESS:	kcoem@kcgov.us	kgabriel@cdaid.org

VII. **COMMENCEMENT/EXPIRATION DATE:** This instrument is executed as of the date of last signature and is effective for 5 years at which time it will expire unless extended. If expired, all equipment will be returned, in operating condition, to KCOEM.

VIII. **EARLY TERMINATION:** Early termination of this agreement shall occur with 30 day written notice and return of the equipment, in operating condition, to **KCOEM**.

Memorandum of Understanding

Coeur d'Alene Fire Department; Satellite Phone Use

- IX. **MODIFICATION:** Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed.
- X. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the KCOEM or the CDA FIRE from participating in similar activities with other public or private agencies, organizations, and individuals.

Memorandum of Understanding

Coeur d'Alene Fire Department; Satellite Phone Use

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, and legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this _____ day of _____, 2012.

CITY

Sandi Bloem, Mayor
City of Coeur d'Alene

ATTEST:
SUSAN WEATHERS, CITY CLERK

COUNTY

KOOTENAI COUNTY
BOARD OF COMMISSIONERS

W. Todd Tondee, Chairman

Daniel Green, Commissioner

Jai Nelson, Commissioner

ATTEST:
CLIFFORD HAYES, CLERK

By: _____
Deputy Clerk

MEMORANDUM

DATE: JUNE 25, 2012

TO: GENERAL SERVICES COMMITTEE

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR

RE: THIRD PARTY ADMINISTRATOR AGREEMENT/POLICE
NEGOTIATION

DECISION POINT:

The Council is requested to approve the proposed Third Party Administrator (TPA) Agreement related to Police Association contract negotiations.

HISTORY:

Over the past several years, a City Negotiation Team, consisting of the Deputy City Administrator, Finance Director and Human Resources Director has negotiated on the City's behalf. The team was familiar with contract intricacies and rapport and trust was established with association members. However, a perception of conflict was raised regarding the negotiation team receiving the same benefits as an Association.

The City Code (2.62.080) addressing employee relations and contract negotiations was reviewed by legal and discussed with the Police Association representatives in advance to assure understanding and agreement before proceeding with the recommendation to use a TPA to represent City Administration in the negotiation process.

This Agreement establishes Nancy Stricklin as a TPA to act on behalf of City Administration regarding Police Association contract negotiations. It will eliminate the perception of conflict and bargaining becomes less personal in nature. Also, professionals can bring outside perspective from experience with other municipalities.

FINANCIAL:

The cost for the professional services is unbudgeted and is estimated to be in the \$8,000-\$12,000 range. The services are provided on an hourly basis with an estimation of seventy (70) hours to complete the negotiation process. The hourly rate is one hundred thirty-five dollars (\$135.00) and total cost is based on estimated hours that include the time to bring the Administrator up to speed regarding the existing contract and pre-planning meetings.

PERFORMANCE ANALYSIS:

The Agreement eliminates the perception of a conflict of interest and perhaps generates a better outcome/more sellable outcome for management.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the proposed Third Party Administrator Agreement.



CITY OF COEUR D'ALENE

City Hall, 710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814

July 3, 2012

Ms. Nancy Stricklin
Mason & Stricklin, LLP
250 Northwest Blvd., Ste. 204
Coeur d'Alene, ID 83814

RE: Coeur d'Alene Police Association negotiations

Dear Nancy:

This letter will serve as the agreement between the City of Coeur d'Alene and you authorizing you to negotiate on behalf of the City of Coeur d'Alene in the upcoming contract negotiations between the City and the Coeur d'Alene Police Association. The City agrees to pay you \$135 per hour for your work on this matter as well as reimbursing you for your usual expenses.

We look forward to working with you to reach a mutually agreeable contract with the Police Association. Please contact Pam MacDonald for further information. Thank you.


Sincerely,

Sandi Bloem, Mayor

Accepted:

Nancy Stricklin

**CITY COUNCIL
STAFF REPORT**

DATE: July 3, 2012
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Landings at Waterford 8th & 9th Additions: Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approve the final plat document of the Landings at Waterford 8th Addition, a thirty two (32) lot residential phase, and the Landings at Waterford 9th Addition, a thirty one (31) lot residential phase of the Landings development.
2. City Council acceptance of the installed public improvements for both the Landings at Waterford 8th & 9th Additions.
3. City Council approval of the Maintenance/Warranty Agreement and security for both the Landings at Waterford 8th & 9th Additions.

HISTORY

- a. Applicant: William Radobenko
ACI Northwest, Inc.
6600 N. Government Way
Coeur d'Alene, ID 83815
- b. Location: Goodwater Loop, south of Long Meadow Drive and west of Carrington Lane.
- c. Previous Action:
 1. Final plat approval of the Landings at Waterford 7th Addition, June 2012.

FINANCIAL ANALYSIS

The developer has entered into Maintenance/Warranty Agreements for both the 8th and 9th Additions and is providing warranty security amounting to \$29,218.00, and, \$28,513.00 respectively, to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on July 3, 2013.

DECISION POINT RECOMMENDATION

1. Approve the final plat documents and direct staff to proceed with the recordation.
2. Accept the installed public improvements in both the 8th & 9th Addition phases.
3. Approve the Maintenance/Warranty Agreements and accompanying security for both the 8th & 9th Addition phases.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of July, 2012 between ACI Northwest, Inc., whose address is 6600 N. Government Way, Coeur d'Alene, ID, 83815, with Wm. Radobenko, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Landings at Waterford 8th Addition, a thirty two (32) lot residential development, in Coeur d'Alene, situated in the Northwest ¼ of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Landings at Waterford 5th Addition", signed and stamped by Ray Kimball, PE, # 11617, of Inland Northwest Consultants, Inc., 1296 Polston Avenue, Suite "B", Post Falls, ID 83854, dated January 18, 2008, including but not limited to: potable water main line and appurtenances, sanitary sewer main line and appurtenances, concrete roll curb, stormwater drainage swales, drywells and appurtenances, concrete sidewalk and pedestrian ramps, street base rock and asphalt paving, street signage, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty Nine Thousand Two Hundred Eighteen and 00/100 Dollars (\$29,218.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 3rd day of July 2013. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

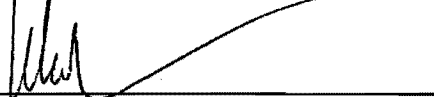
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

ACI Northwest, Inc.



Wm. Radobenko, President

MAINTENANCE BOND

Bond No. 0167452

KNOW ALL MEN BY THESE PRESENTS, ACI Northwest, Inc. , as Principal, and Berkley Regional Insurance Company, 11201 Douglas Avenue; Urbandale, IA 50322 , a corporation duly organized under the laws of the State of Delaware and licensed to transact business in the State of Idaho , as Surety, are held and firmly bound unto The City of Coeur d'Alene as Obligee, in the penal sum of Twenty Nine Thousand, Two Hundred Eighteen Dollars and No/100 Cents Dollars (\$ 29,218.00), lawful money of the United States of America, for which payment, well and truly to be made, Principal and Surety bind themselves, their legal representatives, successors or assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a contract with the said Obligee, dated March 30 , 201 2 for Project: The Landings at Waterford, 8th Addition; Location: Coeur d'Alene, Idaho.

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said contract and;

WHEREAS said contract shall be completed and accepted by July 3rd, 2012.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall remedy, without cost to the Obligee, any defects caused by defective or inferior materials or workmanship, which may develop during a period of one year from the date of completion and acceptance of the work performed under the contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed, sealed and dated this 22nd day of June, 2012

Principal: ACI Northwest, Inc.

By: [Signature] President



Berkley Regional Insurance Company (seal)

By: [Signature]
James E. Majesky II , Attorney-in-Fact

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of July, 2012 between ACI Northwest, Inc., whose address is 6600 N. Government Way, Coeur d'Alene, ID, 83815, with Wm. Radobenko, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Landings at Waterford 9th Addition, a thirty one (31) lot residential development, in Coeur d'Alene, situated in the Northwest ¼ of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Landings at Waterford 5th Addition", signed and stamped by Ray Kimball, PE, # 11617, of Inland Northwest Consultants, Inc., 1296 Polston Avenue, Suite "B", Post Falls, ID 83854, dated January 18, 2008, including but not limited to: potable water main line and appurtenances, sanitary sewer main line and appurtenances, concrete roll curb, stormwater drainage swales, drywells and appurtenances, concrete sidewalk and pedestrian ramps, street base rock and asphalt paving, street signage, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty Nine Thousand Two Hundred Eighteen and 00/100 Dollars (\$28,513.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 3rd day of July 2013. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

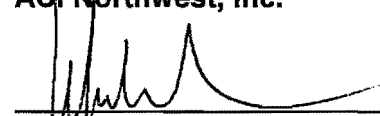
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

ACI Northwest, Inc.



Wm. Radobenko, President

MAINTENANCE BOND

Bond No. 0167451

KNOW ALL MEN BY THESE PRESENTS, ACI Northwest, Inc. , as Principal, and Berkley Regional Insurance Company, 11201 Douglas Avenue; Urbandale, IA 50322 , a corporation duly organized under the laws of the State of Delaware and licensed to transact business in the State of Idaho , as Surety, are held and firmly bound unto The City of Coeur d'Alene as Obligee, in the penal sum of Twenty Eight Thousand, Five Hundred Thirteen Dollars and No/100 Cents Dollars (\$ 28,513.00), lawful money of the United States of America, for which payment, well and truly to be made, Principal and Surety bind themselves, their legal representatives, successors or assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a contract with the said Obligee, dated March 30 , 2012 for Project: The Landings at Waterford, 9th Addition; Location: Coeur d'Alene, Idaho.

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said contract and;

WHEREAS said contract shall be completed and accepted by July 3rd, 2012.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall remedy, without cost to the Obligee, any defects caused by defective or inferior materials or workmanship, which may develop during a period of one year from the date of completion and acceptance of the work performed under the contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed, sealed and dated this 22nd day of June, 2012

Principal ACI Northwest, Inc.
By: [Signature]



Berkley Regional Insurance Company (seal)
By: [Signature]
James E. Majeskey II, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Walter W. Wolf, James E. Majeskey II, Judith C. Kaiser-Smith, Judith A. Rapp or Shawn M. Wilson of Payne Financial Group, Inc. of Spokane Valley, Washington* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

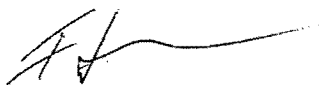
IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of September, 2011.

Attest:

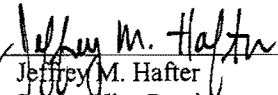
Berkley Regional Insurance Company

(Seal)

By


Ira S. Lederman
Senior Vice President & Secretary

By


Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

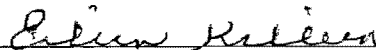
STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 15 day of September, 2011, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES **JUNE 30, 2012**

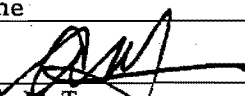

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 22nd day of June, 2012.

(Seal)


Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group, LLC
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

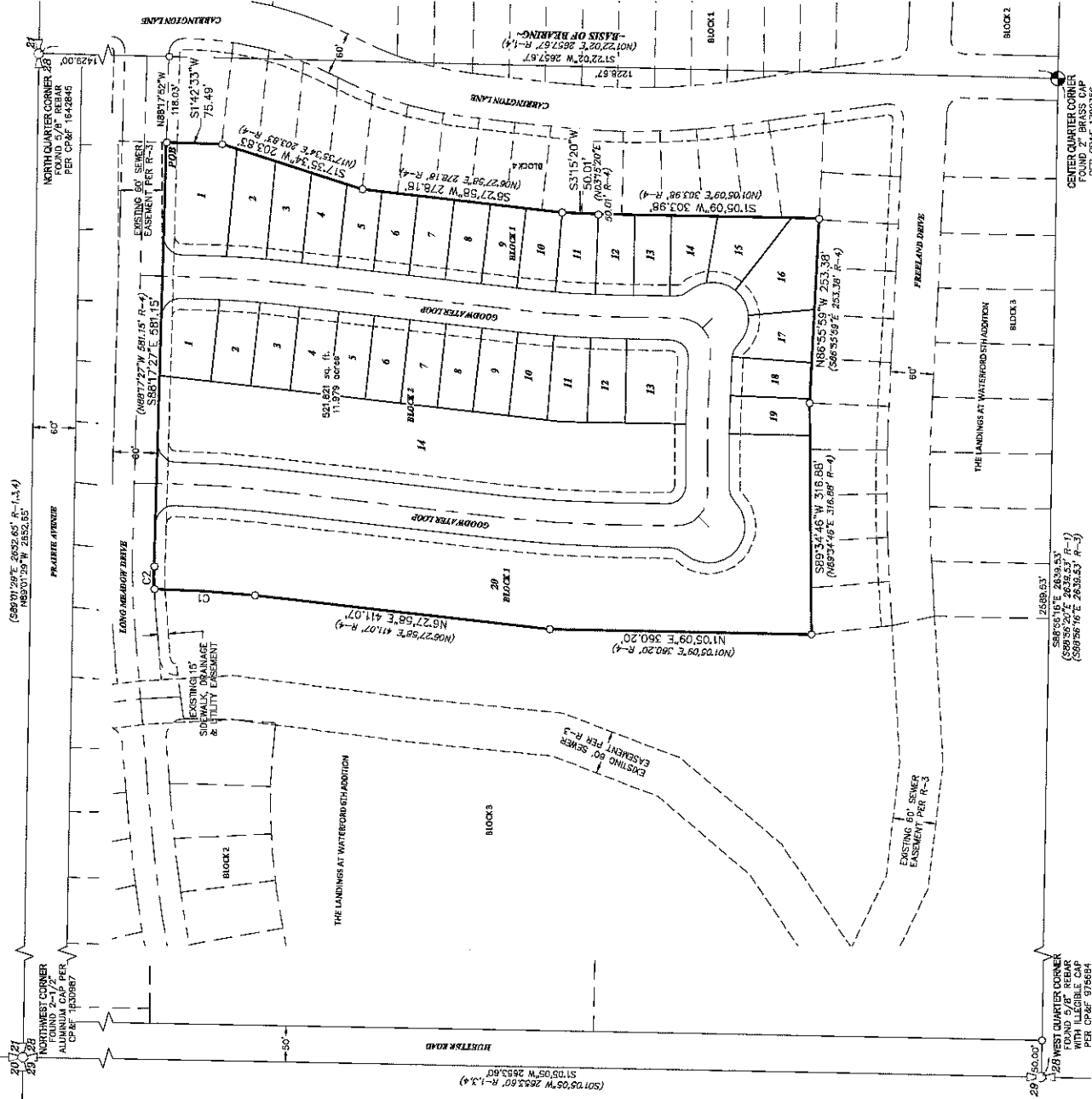
Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

THE LANDINGS AT WATERFORD 8th ADDITION

A REPLAT OF LOT 3, BLOCK 3 OF LANDINGS AT WATERFORD 6th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



NOTE

1. THERE WAS AN ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS N41°32'00"E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, PER R-1, PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES, THE CONVERGENCE ANGLE AT THE NORTH QUARTER CORNER OF SECTION 28 IS -00°48'25.12474".

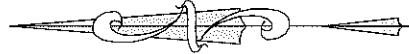
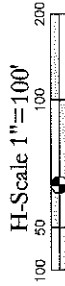
REFERENCES

- R-1 THE LANDINGS AT WATERFORD FOURTH ADDITION BY DAVID SCHUMANN, PLS 4182, FILED IN BOOK J OF PLATS AT PAGES 343, 343A-C, RECORDS OF KOOTENAI COUNTY.
- R-2 THE LANDINGS AT WATERFORD SECOND ADDITION BY DAVID SCHUMANN, PLS 4182, FILED IN BOOK J OF PLATS AT PAGES 220, 220A-C, RECORDS OF KOOTENAI COUNTY.
- R-3 THE LANDINGS AT WATERFORD FIFTH ADDITION BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK K OF PLATS AT PAGES 215, 215A-G, RECORDS OF KOOTENAI COUNTY.
- R-4 THE LANDINGS AT WATERFORD SIXTH ADDITION BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK K OF PLATS AT PAGES 346, 346A-C, RECORDS OF KOOTENAI COUNTY.

LEGEND

○ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 9387

Curve #	Length	Radius	Delta	Chord	Direction
C1	137.75	1355.00	005°49'25"	137.68	N03°33'13"E
C2	31.14	470.00	003°47'46"	31.13	N05°46'40"E



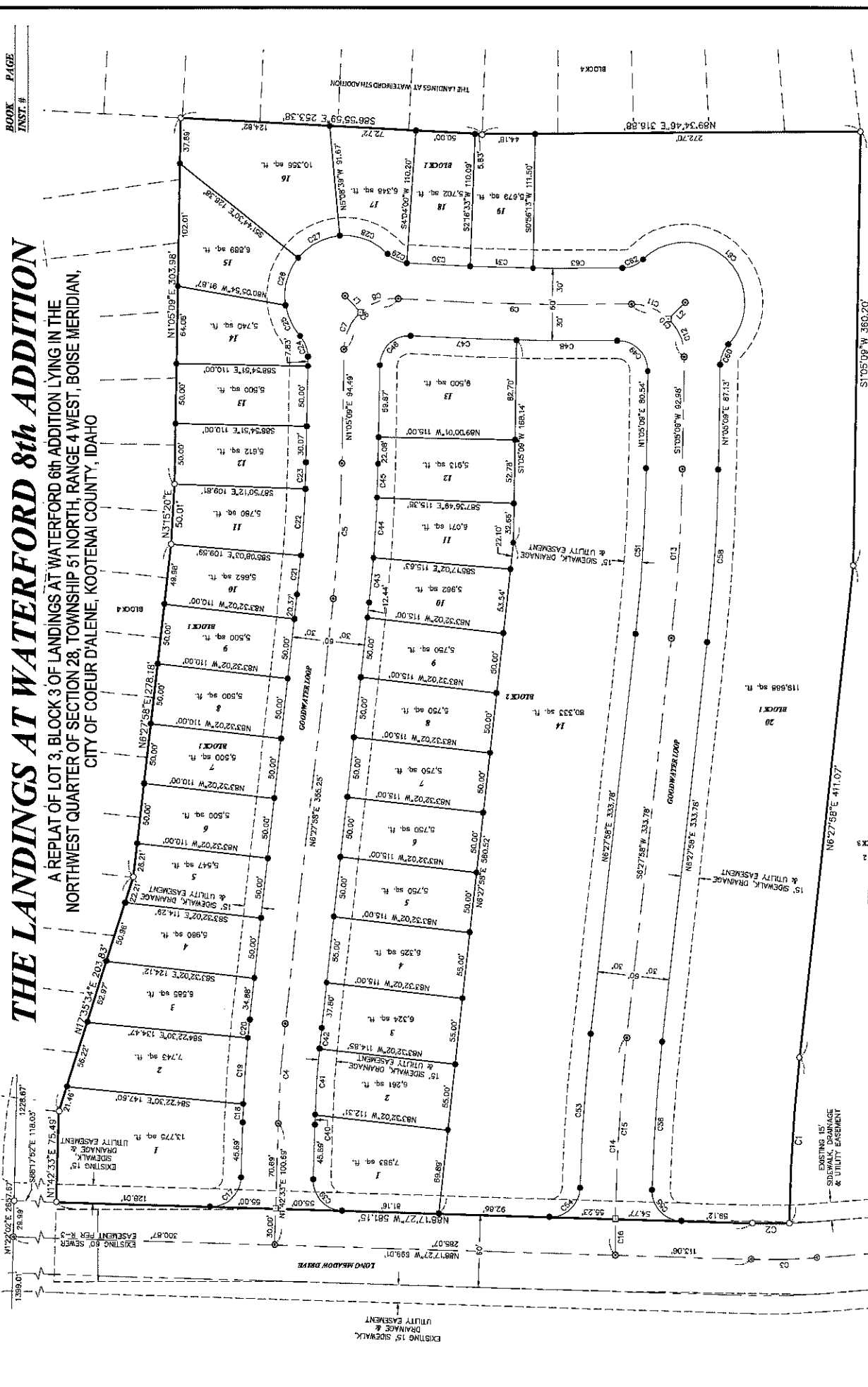
1294 Palouse Ave. Ste. B
 Lewiston, Idaho 83844
 PHONE (208) 735-4370
 FAX (208) 777-2328
 www.ltrsurvey.com

THE LANDINGS AT WATERFORD 8th ADDITION
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: LAB DATE: 03/19/2012 DWS NAME: 12/SRVY/PLAT/7-FR1.L.DWG
 CHECKED BY: SCALE: 1" = 100' PROJ #: 12-026 SHEET 1 of 4

THE LANDINGS AT WATERFORD 8th ADDITION

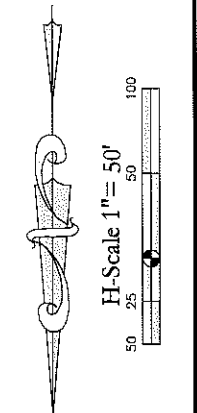
A REPLAT OF LOT 3, BLOCK 3 OF LANDINGS AT WATERFORD 6th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



1296 Pickens Ave. Ste. B
 Post Falls, Idaho 83854
 PHONE (208) 773-8379
 FAX (208) 773-2128
 www.factordiv.com

THE LANDINGS AT WATERFORD 8th ADDITION
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: EAB DATE: 03/12/2012 DWP NAME: 12/RRV/PLAT--FELT.DWG
 CHECKED BY: SCALE: 1" = 50' PROJ. #: 12-025 SHEET 2 of 4



- LEGEND
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 9367
 - FOUND 5/8" REBAR WITH ALUMINUM CAP MARKED PLS 9367
 - SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 8249
 - SET 5/8" X 30" REBAR WITH 1-1/2" ALUMINUM CAP MARKED INC PLS 8249
 - CALCULATED POINT NOTHING FOUND

THE LANDINGS AT WATERFORD 8th ADDITION

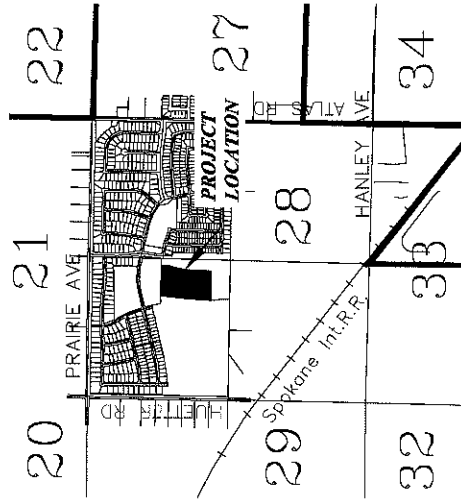
A REPLAT OF LOT 3, BLOCK 3 OF LANDINGS AT WATERFORD 6th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Curve #	Length	Radius	Delta	Chord	Direction
C1	137.75	1355.00	005°49'29"	137.69	N03°33'13"E
C2	31.14	470.00	003°47'46"	31.13	S89°48'40"W
C3	58.09	500.00	006°18'44"	55.08	S88°33'10"W
C4	83.02	1000.00	004°45'23"	83.00	N04°05'15"E
C5	112.68	1200.00	005°22'48"	112.64	N03°46'33"E
C6	89.58	43.00	002°41'07"	82.22	N47°25'43"E
C7	34.46	43.00	046°54'55"	33.54	N24°02'36"E
C8	39.10	43.00	046°46'13"	34.13	N70°23'10"E
C9	195.08	2260.00	004°54'35"	195.32	S49°01'35"E
C10	68.21	43.00	062°13'28"	61.89	S49°01'35"E
C11	34.40	43.00	045°49'57"	33.48	S88°13'29"E
C12	34.82	43.00	046°23'31"	33.87	S22°09'36"E
C13	140.85	1500.00	005°22'46"	140.50	S03°46'33"W
C14	180.83	1500.00	005°34'27"	180.72	S03°00'44"W
C15	150.82	1500.00	005°45'40"	150.76	N03°35'08"E
C16	30.01	1500.00	001°09'47"	30.01	N00°07'55"E
C17	39.27	25.00	060°00'00"	35.38	N46°42'33"E
C18	15.37	1030.00	000°31'18"	15.37	N02°09'11"E
C19	58.03	1030.00	003°03'39"	55.02	N04°02'40"E
C20	15.12	1030.00	000°50'28"	15.12	N05°02'44"E

Curve #	Length	Radius	Delta	Chord	Direction
C21	32.88	1170.00	001°36'01"	32.88	N03°39'57"E
C22	55.19	1170.00	002°48'06"	55.18	N03°30'50"E
C23	21.80	1170.00	001°04'38"	22.00	N01°37'28"E
C24	18.69	25.00	042°30'00"	18.26	N20°19'51"W
C25	28.51	50.00	032°40'28"	28.13	N25°24'37"W
C26	42.19	50.00	048°20'56"	41.95	N15°08'05"E
C27	39.90	50.00	045°43'07"	39.85	N62°08'07"E
C28	41.37	50.00	050°50'55"	42.83	S85°14'53"E
C29	15.42	25.00	042°27'20"	15.00	S65°15'37"E
C30	53.45	2250.00	001°21'40"	53.45	S87°02'37"E
C31	52.58	2250.00	001°20'00"	52.58	S88°23'37"E
C32	38.27	25.00	060°00'00"	35.36	N43°17'27"W
C33	8.27	970.00	000°29'13"	8.27	N01°07'12"E
C34	55.07	970.00	003°15'09"	55.06	N03°49'28"E
C35	17.20	970.00	001°00'59"	17.20	N05°07'29"E
C36	37.57	1230.00	001°45'00"	37.57	N05°05'28"E
C37	56.01	1230.00	002°19'47"	56.01	N05°35'04"E
C38	27.92	1230.00	001°18'02"	27.82	N01°44'10"E
C39	46.33	25.00	092°23'37"	36.08	N47°16'27"E
C40	88.39	2310.00	002°12'26"	88.69	S87°36'27"E

Curve #	Length	Radius	Delta	Chord	Direction
C41	84.18	2310.00	002°05'16"	84.17	N89°47'19"W
C42	40.11	25.00	081°05'08"	35.84	N44°52'24"W
C43	136.03	1470.00	005°22'48"	137.98	N04°48'33"E
C44	39.29	25.00	080°02'00"	35.37	N48°11'07"E
C45	30.25	25.00	089°06'57"	35.34	N43°18'06"W
C46	123.35	1470.00	004°48'28"	123.32	N04°03'43"E
C47	143.67	1530.00	005°22'48"	143.60	N03°46'33"E
C48	18.69	25.00	042°50'00"	18.26	N22°30'09"E
C49	156.88	50.00	178°22'14"	86.99	N45°19'57"W
C50	18.97	25.00	043°25'09"	18.82	S87°17'30"W
C51	74.70	2290.00	001°54'06"	74.69	S89°39'09"W

Line #	Length	Direction
L1	18.81	N42°59'55"W
L2	19.34	N44°41'38"E



VICINITY MAP

NOT TO SCALE



1204 Robinson Ave. Ste. B
 Post Falls, Idaho 83854
 PHONE (208) 773-8378
 FAX (208) 777-2128
 www.landscape.com

THE LANDINGS AT WATERFORD 8th ADDITION
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: EAB DATE: 03/12/2012 DWG NAME: 12/SRNY/APL/A7-A-FPL1.DWG
 CHECKED BY: SCALE: 1" = 50' PROJ. # 12-005 SHEET 3 of 4

THE LANDINGS AT WATERFORD 8th ADDITION

A REPLAT OF LOT 3, BLOCK 3 OF LANDINGS AT WATERFORD 6th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT PRAIRIE LANDINGS LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS AND HAS LAD OUT THE LAND ENBRAGED IN THE WITHIN PLAT TO BE KNOWN AS THE LANDINGS AT WATERFORD 8TH ADDITION, SAID PARCEL OF LAND BEING A REPLAT OF LOT 3, BLOCK 3 OF THE LANDINGS AT WATERFORD, SIXTH ADDITION FILED IN BOOK K OF PLATS AT PAGES 349, 348A-C, RECORDS OF KOOTENAI COUNTY, LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28 BEING A 5/8 INCH REBAR PER DBF# 1642846 FROM WHICH THE NORTHWEST CORNER BEARS N89°01'20"W A DISTANCE OF 2652.55 FEET; THENCE, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, S01°22'02"W A DISTANCE OF 429.00 FEET TO A 5/8 INCH REBAR WITH PLASTIC CAP MARKED PLS 9367; THENCE, ALONG THE SOUTH RIGHT OF WAY OF LONG MEADOW DRIVE, THENCE, ALONG SAID SOUTH RIGHT OF WAY OF LONG MEADOW DRIVE TO THE NORTHEAST CORNER OF LOT 3, BLOCK 3 OF SAID LANDINGS SIXTH ADDITION PLAT, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**.

- THENCE, ALONG THE EAST LINE OF SAID LOT 3, BLOCK 3, THE FOLLOWING FIVE COURSES:
 - 1) S01°42'35"W A DISTANCE OF 75.40 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
 - 2) THENCE, S17°33'34"W A DISTANCE OF 203.83 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
 - 3) THENCE, S96°27'59"W A DISTANCE OF 278.19 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
 - 4) THENCE, S03°15'20"W A DISTANCE OF 50.01 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
 - 5) THENCE, S01°05'09"W A DISTANCE OF 303.98 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
- THENCE, ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3, THE FOLLOWING TWO COURSES, N86°55'59"W A DISTANCE OF 253.38 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
- THENCE, S89°54'46"W A DISTANCE OF 316.88 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
- THENCE, ALONG THE WESTERLY LINE OF SAID BLOCK 3, THE FOLLOWING THREE COURSES, N01°05'00"E A DISTANCE OF 360.20 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
- THENCE, N06°27'59"E A DISTANCE OF 411.07 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
- THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1306.00 FEET, AND AN ARC LENGTH OF 137.75 FEET, A DELTA OF 05°49'29" WITH A CHORD THAT BEARS N03°31'3"E A DISTANCE OF 131.88 FEET TO A 5/8 INCH REBAR MARKED PLS 9367; ON THE SOUTH RIGHT OF WAY OF LONG MEADOW DRIVE.
- THENCE ALONG SAID SOUTH RIGHT OF WAY, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 470.00 FEET, AND ARC LENGTH OF 31.14 FEET, A DELTA OF 03°47'46" WITH A CHORD THAT BEARS N89°48'40"E A DISTANCE OF 31.13 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
- THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY S88°17'27"E A DISTANCE OF 581.15 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 11,979 ACRES OF LAND, MORE OR LESS

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER SERVICES TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SEWER SERVICES TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

LOTS WITHIN THIS PLAT SUBJECT TO THE COAR'S FOR THE LANDINGS AT WATERFORD RECORDED UNDER INSTRUMENT No. 184211, RECORDS OF KOOTENAI COUNTY, TOGETHER WITH ANY AND ALL AMENDMENTS MADE A PART THEREOF.

THE OWNER HEREBY REPRESENTS TO THE CITY OF COEUR D'ALENE A SIXTY FOOT RIGHT OF WAY ALONG COEURD'ALENE AS SHOWN ON THE FACE OF THE PLAT, TOGETHER WITH A FIFTEEN FOOT SIDEWALK, DRAINAGE AND UTILITY EASEMENT TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF SIDEWALKS AND TRANCHESED UTILITIES AS SHOWN ON THE FACE OF THE PLAT, NO BUILDING, STRUCTURE OR IMPROVEMENT SHALL BE ERECTED OR AND OTHER VEGETATION OR FLORA BE PLANTED, EXCEPT GRASS, WITHIN SAID EASEMENTS, NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE.

PRAIRIE LANDINGS LLC.

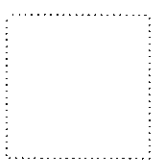
BY: _____
ITS: _____
DATE: _____

NOTARY PUBLIC CERTIFICATE

ACKNOWLEDGEMENT
STATE OF _____ §
COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR 2012, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ KNOWN OR UNKNOWN TO ME, AND HE OR SHE PERSONALLY IDENTIFIED HIMSELF OR HERSELF TO ME OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC FOR STATE OF _____
RESIDING AT _____
COMMISSION EXPIRES _____



SEAL

KOOTENAI COUNTY RECORDER, STATE OF IDAHO

THE PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, STATE OF IDAHO, THIS _____ DAY OF _____ 2012, AT _____ IN BOOK _____ OF PLATS AT PAGE(S) _____ AT THE REQUEST OF PRAIRIE LANDINGS, LLC.

DEPUTY _____ INSTRUMENT NUMBER _____
CLIFFORD T. HAYES P.A.D.
KOOTENAI COUNTY RECORDER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGHOUT

DATED THIS _____ DAY OF _____ 2012.

KOOTENAI COUNTY TREASURER

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO ON THE _____ DAY OF _____ 2012.

CITY OF COEUR D'ALENE, MAYOR _____ COEUR D'ALENE CITY CLERK _____

CITY OF COEUR D'ALENE, ENGINEER _____

SURVEYOR'S CERTIFICATE

I, JOSEPH E. HASSELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

JOSEPH E. HASSELL
P.L.S. 8249

DATE _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____ 2012.

KOOTENAI COUNTY SURVEYOR



1306 Prairie Ave. Ste. B
P.O. Box 4460 83864
PO BOX 4460
PHONE (208) 773-1870
FAX (208) 777-2128
www.inctorwest.com

THE LANDINGS AT WATERFORD 8th ADDITION
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: EAB DATE: 03/12/2012 DWG NAME: 12/SRVY/PLAT1-FRL1.DWG
CHECKED BY: _____ SCALE: 1" = 1/4" PROJ. #: 12-005 SHEET: 4 OF 4



THE LANDINGS AT WATERFORD 9th ADDITION

A REPLAT OF LOT 14, BLOCK 2, AND LOT 20, BLOCK 1, OF LANDINGS AT WATERFORD 8th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

NOTE
1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

BASIS OF BEARING

BASES OF BEARING FOR THIS SURVEY IS NORTH 61° 42' 30" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, PER R-1, FOR DAVID STATE PLANE COORDINATE SYSTEM, WEST ZONE, USNG MAPS 100 SECTION 28, WATERFORD, IDAHO, AT THE NORTH QUARTER CORNER OF SECTION 28 IS -10°48'23.12474".

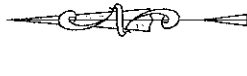
REFERENCES

- R-1 THE LANDINGS AT WATERFORD 8TH ADDITION BY DAVID SCHAMANN, PLS. 4182, FILED IN BOOK 1 OF PLATS AT PAGES 241, 343-4, RECORDS OF KOOTENAI COUNTY.
- R-2 THE LANDINGS AT WATERFORD SECOND ADDITION BY DAVID SCHAMANN, PLS. 4182, FILED IN BOOK 2 OF PLATS AT PAGES 226, 228-4, RECORDS OF KOOTENAI COUNTY.
- R-3 THE LANDINGS AT WATERFORD FIFTH ADDITION BY CHAD J. JOHNSON, PLS. 3197, FILED IN BOOK 1 OF PLATS AT PAGES 216, 218-4, RECORDS OF KOOTENAI COUNTY.
- R-4 THE LANDINGS AT WATERFORD SIXTH ADDITION BY CHAD J. JOHNSON, PLS. 3077, FILED IN BOOK 4 OF PLATS AT PAGES 346, 348-4, RECORDS OF KOOTENAI COUNTY.
- R-5 THE LANDINGS AT WATERFORD SEVEN ADDITION BY JOSEPH C. HUSSELL, PLS. 8244, FILED IN BOOK 1 OF PLATS AT PAGES 11, RECORDS OF KOOTENAI COUNTY.

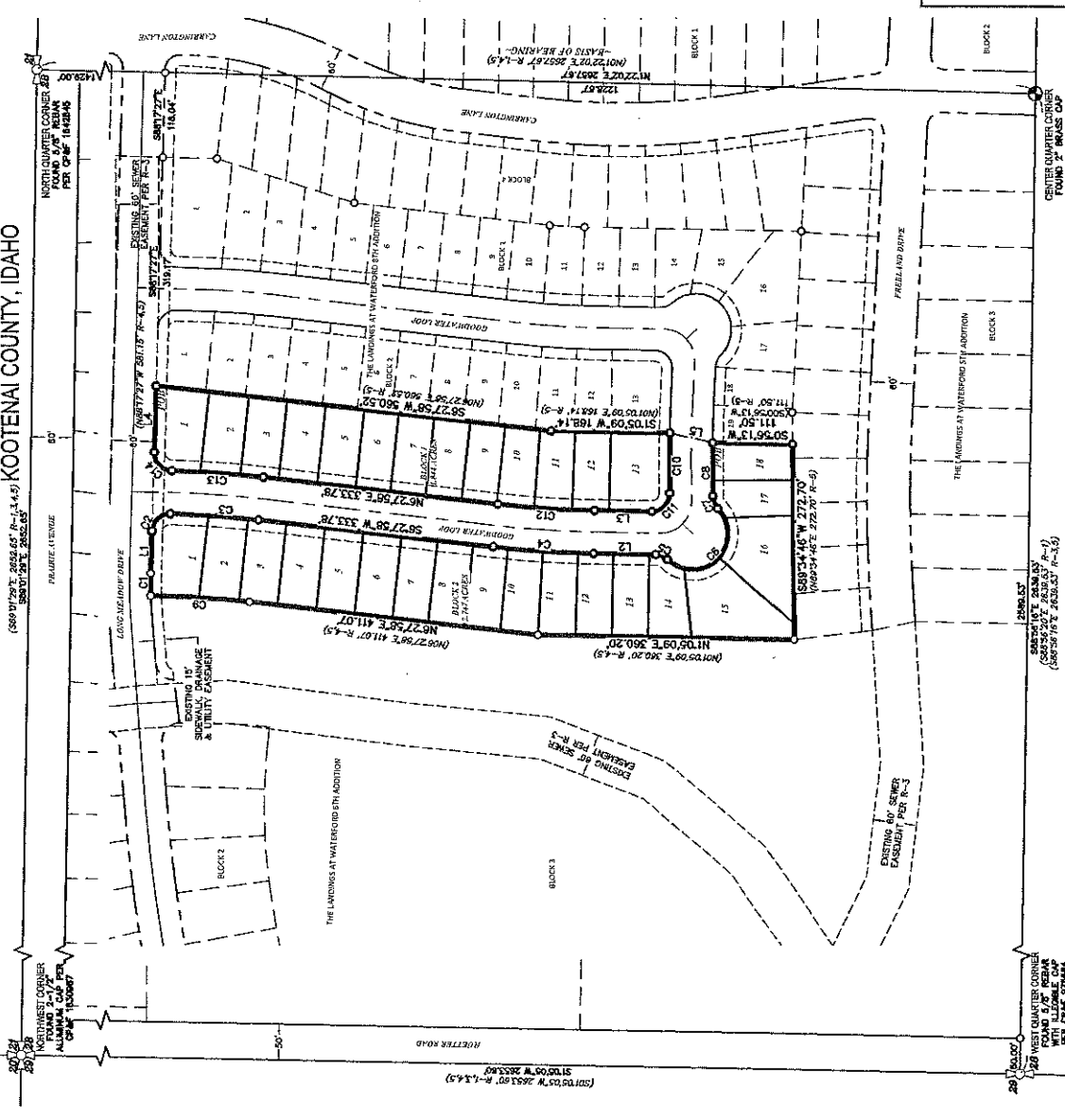
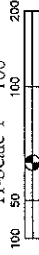
LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 3077
- FOUND 1/2" REBAR, REPLACED WITH 5/8" REBAR MARKED PLS 8244

Curve Table			Line Table					
Course #	Length	Bearing	Chord	Direction	Length	Direction		
C1	31.14	47°00'	30.97468'	S11.0	188.94462E	L1	34.12	N87°17'27"
C2	34.23	25.00'	34.0095787'	S3.34	S43°18'00"E	L2	47.13	S07°03'00"W
C3	14.87	147°00'	14.8700000'	S04°46'28"	S04°46'28"	L3	84.64	N01°00'00"E
C4	14.87	147°00'	14.8700000'	S04°46'28"	S04°46'28"	L4	92.86	S87°17'27"E
C5	16.48	25.00'	16.4800000'	S04°46'28"	S04°46'28"	L5	61.23	S13°01'33"W
C6	16.48	25.00'	16.4800000'	S04°46'28"	S04°46'28"	L6	61.23	S13°01'33"W
C7	16.47	25.00'	16.472214'	S0.99	S43°18'00"E	L7	61.23	S13°01'33"W
C8	74.70	225.00'	74.7000000'	S04°46'28"	S04°46'28"	L8	108.9200E	
C9	157.70	135.00'	157.7000000'	S04°46'28"	S04°46'28"	L9	108.9200E	
C10	84.18	231.00'	84.1800000'	S04°46'28"	S04°46'28"	L10	108.9200E	
C11	48.11	25.00'	48.1100000'	S04°46'28"	S04°46'28"	L11	108.9200E	
C12	136.03	147.00'	136.0300000'	S04°46'28"	S04°46'28"	L12	108.9200E	
C13	166.59	135.00'	166.5900000'	S04°46'28"	S04°46'28"	L13	108.9200E	
C14	34.29	25.00'	34.2900000'	S04°46'28"	S04°46'28"	L14	108.9200E	



H-SCALE 1" = 100'



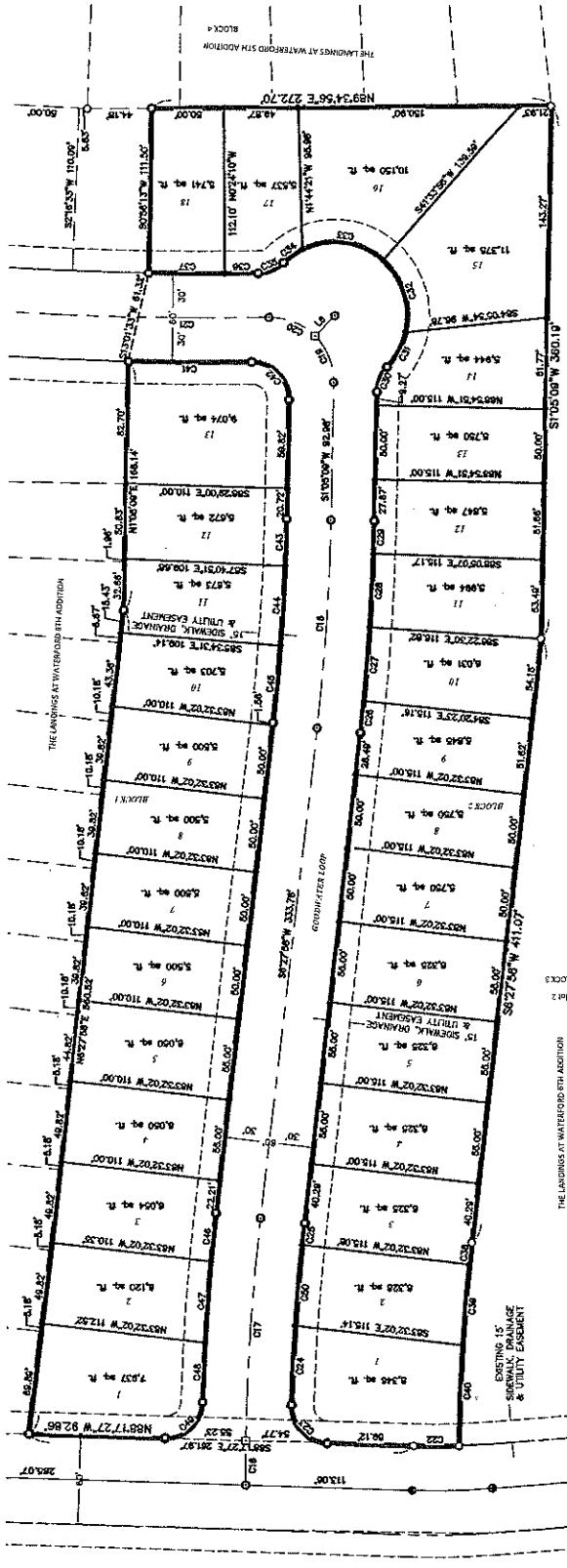
1236 Polkman Ave., Ste. B
Coeur d'Alene, ID 83814
PHONE (208) 773-8171
FAX (208) 773-2128
ljohnson@water.com

THE LANDINGS AT WATERFORD 9th ADDITION
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
DRAWN BY: EAO DATE: 06/20/2012 DWG. NAME: 12-00009-PLAT-1-PL-1-00
DECEDED BY: SCALE: 1" = 100' PROJ. # 12-026 SHEET 1 of 4

THE LANDINGS AT WATERFORD 9th ADDITION

A REPLAT OF LOT 14, BLOCK 2, AND LOT 20, BLOCK 1, OF LANDINGS AT WATERFORD 8th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
TAXI #



Curve Table

Curve #	Length	Radius	Delta	Chord	Direction
C24	46.11	24.00	001°31'00"	38.94	S44°52'24"E
C25	31.84	1770.00	001°14'00"	31.84	S01°12'00"W
C26	54.06	1470.00	002°08'24"	54.02	S03°22'18"W
C27	62.37	1470.00	002°08'24"	62.37	S04°28'42"W
C28	32.78	1530.00	001°13'48"	32.78	S02°05'00"W
C29	58.08	1530.00	002°03'44"	58.04	S04°12'27"W
C30	46.48	1530.00	001°30'00"	40.48	S02°20'00"W
C31	36.39	24.00	000°02'00"	36.37	S48°41'24"W
C32	55.03	1461.50	002°09'00"	55.02	S04°46'15"W

Curve Table

Curve #	Length	Radius	Delta	Chord	Direction
C16	30.01	1500.00	001°04'47"	30.00	S00°07'00"E
C17	104.82	1500.00	003°09'40"	104.78	S03°28'00"E
C18	142.85	1500.00	003°22'48"	142.80	S03°46'45"W
C19	34.82	43.00	048°53'31"	33.87	S22°07'36"E
C20	34.40	43.00	048°54'57"	33.48	S08°13'20"E
C21	194.38	2280.00	001°45'30"	194.32	S08°41'00"E
C22	31.14	470.00	003°47'40"	31.12	S09°48'40"W
C23	33.25	468.48	002°02'33"	33.61	S02°42'11"W
C24	14.71	1470.00	000°24'24"	14.71	S00°10'40"W
C25	21.52	1530.00	001°02'21"	21.52	S00°03'47"W
C26	30.01	1530.00	001°12'22"	30.01	S00°43'28"W
C27	30.01	1530.00	001°12'22"	30.01	S02°10'40"W
C28	22.13	1530.00	000°49'44"	22.13	S01°00'00"W
C29	18.89	25.00	043°29'00"	18.38	S22°20'00"W
C30	37.25	30.00	030°02'24"	36.72	S22°25'22"W
C31	53.05	50.00	041°39'36"	51.92	S17°45'14"E
C32	54.28	50.00	007°44'43"	55.86	S82°23'20"E
C33	18.89	50.00	010°01'18"	18.73	N04°26'04"E
C34	18.87	25.00	043°29'00"	18.32	N07°17'00"E
C35	22.09	2500.00	000°33'48"	22.08	N08°10'37"E
C36	52.51	2500.00	001°30'22"	52.51	S09°43'00"E
C37	54.18	2318.00	002°05'10"	54.17	S09°47'18"E

Line Table

Line #	Length	Direction
L1	18.34	S44°41'30"W

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 8247
- FOUND 5/8" REBAR WITH ALUMINUM CAP MARKED PLS 8247
- FOUND 5/8" REBAR WITH 1-1/2" ALUMINUM CAP MARKED MC PLS 8249
- FOUND 1/2" REBAR, REPLACED WITH 5/8" MARKED PLS 8249
- SET 1/2" X 3/4" REBAR WITH YELLOW PLASTIC CAP MARKED MC PLS 8249
- CALCULATED POINT, NOTHING FOUND, NOTHING SET



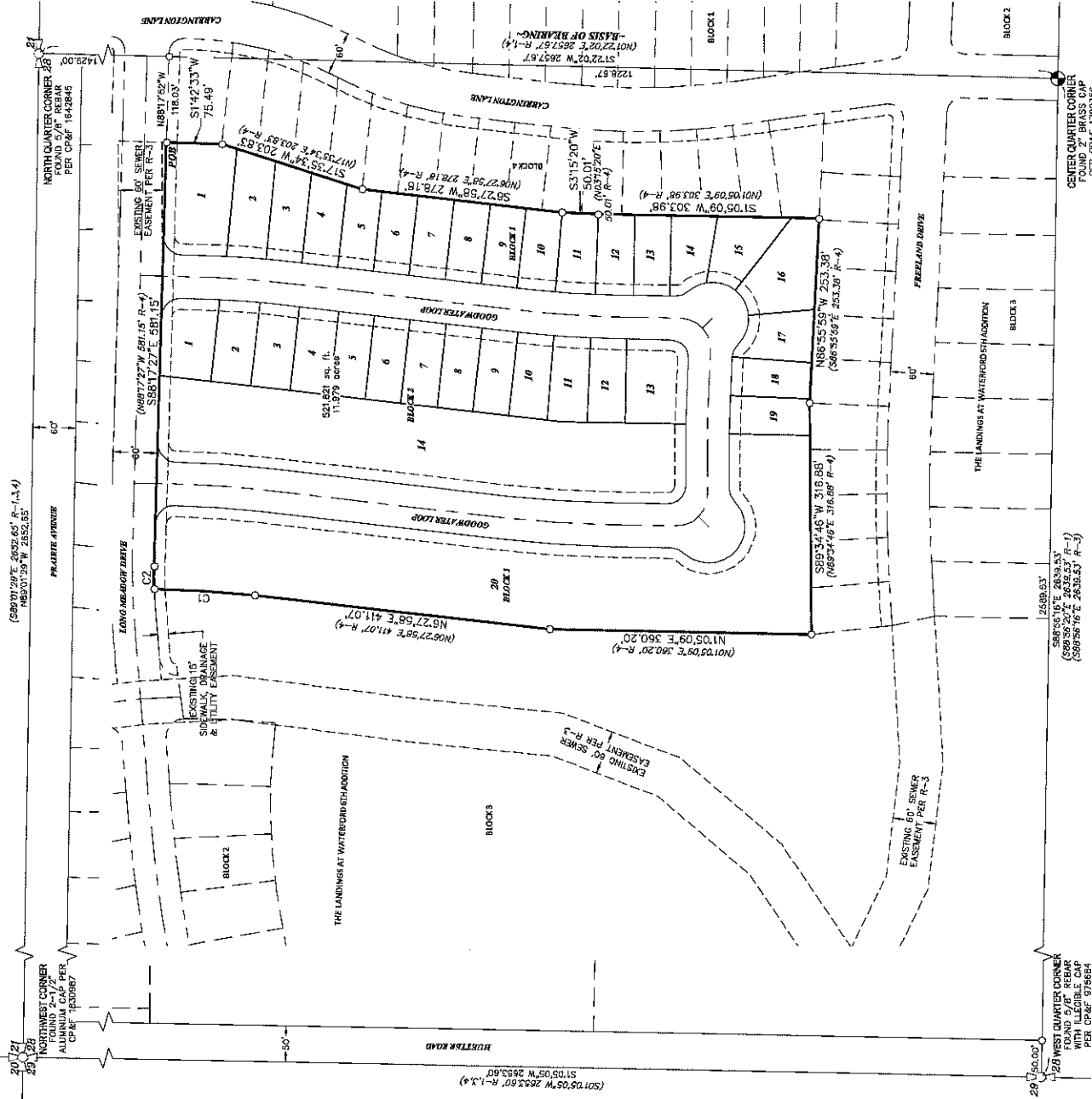
1296 Palomar, Ave., Ste. B
 Post Falls, Idaho 83854
 Phone: 208-765-8279
 Fax: 208-772-3232
 www.mahoneyinc.com

THE LANDINGS AT WATERFORD 9th ADDITION
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: CMA DATE: 06/20/2018 PWD NAME: 12/28/2017/PJL/PJL.DWG
 CHECKED BY: SCALE: 1" = 60' PROJ # 15-026 SHEET 2 of 4

THE LANDINGS AT WATERFORD 8th ADDITION

A REPLAT OF LOT 3, BLOCK 3 OF LANDINGS AT WATERFORD 6th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



NOTE

1. THERE WAS AN ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

BASIS OF BEARING

BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 0°00'00" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, PER R-1, PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES. THE CONVERGENCE ANGLE AT THE NORTH QUARTER CORNER OF SECTION 28 IS -00°48'25.12474".

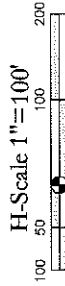
REFERENCES

- R-1 THE LANDINGS AT WATERFORD FOURTH ADDITION BY DAVID SCHULMANN, PLS 4182, FILED IN BOOK J OF PLATS AT PAGES 343, 343A-C, RECORDS OF KOOTENAI COUNTY.
- R-2 THE LANDINGS AT WATERFORD SECOND ADDITION BY DAVID SCHULMANN, PLS 4182, FILED IN BOOK J OF PLATS AT PAGES 220, 220A-C, RECORDS OF KOOTENAI COUNTY.
- R-3 THE LANDINGS AT WATERFORD FIFTH ADDITION BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK K OF PLATS AT PAGES 215, 215A-G, RECORDS OF KOOTENAI COUNTY.
- R-4 THE LANDINGS AT WATERFORD SIXTH ADDITION BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK K OF PLATS AT PAGES 346, 346A-C, RECORDS OF KOOTENAI COUNTY.

LEGEND

○ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 9387

Curve #	Length	Radius	Delta	Chord	Direction
C1	137.75	1355.00	005°49'25"	137.68	N03°33'13"E
C2	31.14	470.00	003°47'46"	31.13	N05°46'40"E



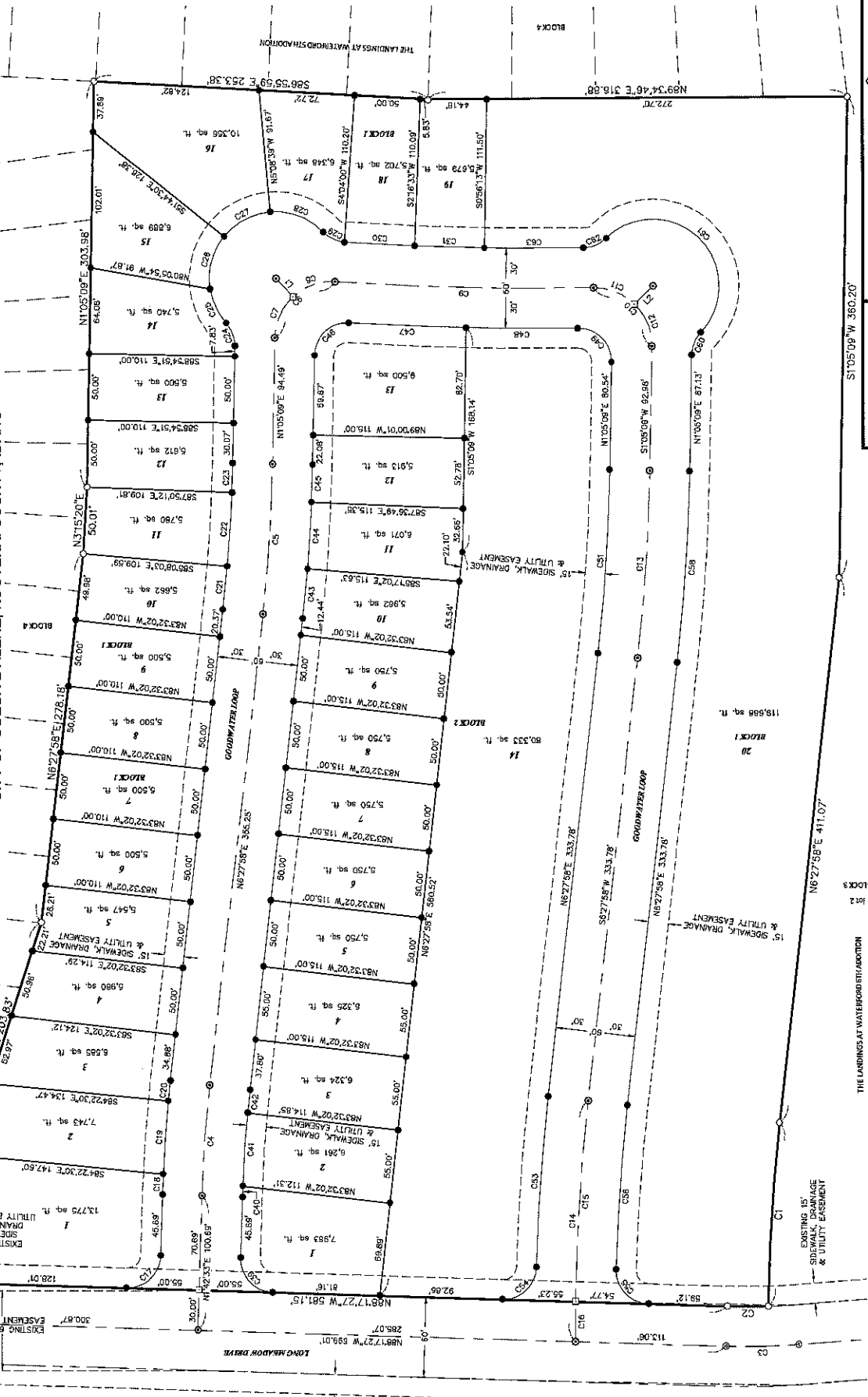
1294 Palouse Ave. Ste. B
 Lewiston, Idaho 83844
 PHONE (208) 735-4370
 FAX (208) 777-2328
 www.ltrainsurvey.com

THE LANDINGS AT WATERFORD 8th ADDITION
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: LAB DATE: 03/19/2012 DWS NAME: 12/SRVY/PLAT/7-FR1.L.DWG
 CHECKED BY: SCALE: 1" = 100' PROJ #: 12-026 SHEET 1 of 4

THE LANDINGS AT WATERFORD 8th ADDITION

A REPLAT OF LOT 3, BLOCK 3 OF LANDINGS AT WATERFORD 6th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



1296 Pickens Ave. Ste. B
Post Falls, Idaho 83854
PHONE (208) 773-8379
FAX (208) 773-2128
www.fccardinal.com

THE LANDINGS AT WATERFORD 8th ADDITION
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: EAB DATE: 03/12/2012 DWP NAME: 12/RRV/PLAT--FELT.DWG
CHECKED BY: SCALE: 1" = 50' PROJ. #: 12-025 SHEET 2 of 4

REGISTERED
LAND SURVEYOR
8249
STATE OF IDAHO

H-SCALE 1" = 50'

50 25 100

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 9367
- FOUND 5/8" REBAR WITH ALUMINUM CAP MARKED PLS 9367
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 8249
- SET 5/8" X 30" REBAR WITH 1-1/2" ALUMINUM CAP MARKED INC PLS 8249
- CALCULATED POINT NOTHING FOUND

THE LANDINGS AT WATERFORD 8th ADDITION

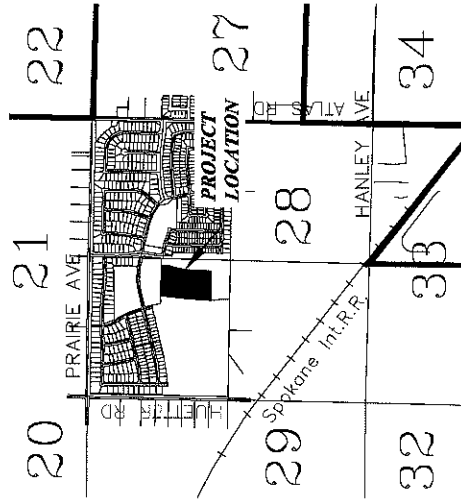
A REPLAT OF LOT 3, BLOCK 3 OF LANDINGS AT WATERFORD 6th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Curve #	Length	Radius	Delta	Chord	Direction
C1	137.75	1355.00	005°49'29"	137.69	N03°33'13"E
C2	31.14	470.00	003°47'46"	31.13	S89°48'40"W
C3	58.09	500.00	006°18'44"	55.08	S88°33'10"W
C4	83.02	1000.00	004°45'23"	83.00	N04°05'15"E
C5	112.68	1200.00	005°22'48"	112.64	N03°46'33"E
C6	89.58	43.00	002°41'07"	82.22	N47°25'43"E
C7	34.46	43.00	046°54'55"	33.54	N24°02'36"E
C8	39.10	43.00	046°46'13"	34.13	N70°23'10"E
C9	195.08	2260.00	004°54'35"	195.32	S49°01'35"E
C10	68.21	43.00	062°13'28"	61.89	S49°01'35"E
C11	34.40	43.00	045°49'57"	33.48	S88°13'29"E
C12	34.82	43.00	046°23'31"	33.87	S22°09'36"E
C13	140.85	1500.00	005°22'46"	140.50	S03°46'33"W
C14	180.83	1500.00	008°54'27"	180.72	S03°00'44"W
C15	150.82	1500.00	006°45'40"	150.76	N03°35'08"E
C16	30.01	1500.00	001°09'47"	30.01	N00°07'55"E
C17	39.27	25.00	060°00'00"	35.38	N46°42'33"E
C18	15.37	1030.00	000°31'18"	15.37	N02°09'11"E
C19	58.03	1030.00	003°03'39"	55.02	N04°02'40"E
C20	15.12	1030.00	000°50'28"	15.12	N05°02'44"E

Curve #	Length	Radius	Delta	Chord	Direction
C21	32.88	1170.00	001°36'01"	32.88	N03°39'57"E
C22	55.19	1170.00	002°48'06"	55.18	N03°30'50"E
C23	21.80	1170.00	001°04'38"	22.00	N01°37'28"E
C24	18.69	25.00	042°30'00"	18.26	N20°19'51"W
C25	28.51	50.00	032°40'26"	28.13	N25°24'37"W
C26	42.19	50.00	048°20'56"	41.95	N15°08'05"E
C27	39.90	50.00	045°43'07"	39.85	N62°08'07"E
C28	41.37	50.00	050°50'55"	42.83	S85°14'53"E
C29	15.42	25.00	042°27'20"	15.00	S61°15'37"E
C30	53.45	2250.00	001°21'40"	53.45	S87°02'37"E
C31	52.58	2250.00	001°20'00"	52.58	S88°23'37"E
C32	38.27	25.00	060°00'00"	35.36	N43°17'27"W
C33	8.27	670.00	000°29'13"	8.27	N01°07'12"E
C34	55.07	970.00	003°15'09"	55.06	N03°49'28"E
C35	17.20	970.00	001°00'59"	17.20	N05°07'29"E
C36	37.57	1230.00	001°45'00"	37.57	N05°05'28"E
C37	56.01	1230.00	002°19'47"	56.01	N05°35'04"E
C38	27.92	1230.00	001°18'02"	27.82	N01°44'10"E
C39	46.33	25.00	092°23'37"	36.08	N47°16'27"E
C40	88.39	2310.00	002°12'26"	88.69	S87°36'27"E

Curve #	Length	Radius	Delta	Chord	Direction
C41	84.18	2310.00	002°05'16"	84.17	N89°47'19"W
C42	40.11	25.00	081°05'08"	35.84	N44°52'24"W
C43	136.03	1470.00	005°22'48"	137.98	N04°48'33"E
C44	39.29	25.00	080°02'00"	35.37	N48°11'07"E
C45	30.25	25.00	089°06'57"	35.34	N43°18'06"W
C46	123.35	1470.00	004°48'28"	123.32	N04°03'43"E
C47	143.67	1530.00	005°22'48"	143.60	N03°46'33"E
C48	18.69	25.00	042°50'00"	18.26	N22°30'09"E
C49	156.88	50.00	178°22'14"	86.99	N45°19'57"W
C50	18.97	25.00	043°25'09"	18.82	S87°17'30"W
C51	74.70	2290.00	001°54'06"	74.69	S89°39'09"W

Line #	Length	Direction
L1	18.81	N42°59'55"W
L2	19.34	N44°41'38"E



VICINITY MAP

NOT TO SCALE



1204 Robinson Ave. Ste. B
 Post Falls, Idaho 83854
 PHONE (208) 773-8378
 FAX (208) 777-2128
 www.landscape.com

THE LANDINGS AT WATERFORD 8th ADDITION
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: EAB DATE: 03/12/2012 DWG NAME: 12/SRVY/APL/AT/7-FPL1.DWG
 CHECKED BY: SCALE: 1" = 50' PROJ. #: 12-005 SHEET 3 OF 4

THE LANDINGS AT WATERFORD 8th ADDITION

A REPLAT OF LOT 3, BLOCK 3 OF LANDINGS AT WATERFORD 6th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT PRAIRIE LANDINGS LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS AND HAS LAD OUT THE LAND ENGRAINED IN THE WITHIN PLAT TO BE KNOWN AS THE LANDINGS AT WATERFORD 8TH ADDITION, SAID PARCEL OF LAND BEING A REPLAT OF LOT 3, BLOCK 3 OF THE LANDINGS AT WATERFORD, SIXTH ADDITION FILED IN BOOK K OF PLATS AT PAGES 349, 348A-C, RECORDS OF KOOTENAI COUNTY, LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCEMENT AT THE NORTH QUARTER CORNER OF SAID SECTION 28 BEING A 5/8 INCH REBAR PER DBF# 1642846 FROM WHICH THE NORTHWEST CORNER BEARS N89°01'20"W A DISTANCE OF 2652.55 FEET; THENCE, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, S01°22'02"W A DISTANCE OF 429.00 FEET TO A 5/8 INCH REBAR WITH PLASTIC CAP MARKED PLS 9367; THENCE, ALONG THE SOUTH RIGHT OF WAY OF LONG MEADOW DRIVE, THENCE, ALONG SAID SOUTH RIGHT OF WAY OF LONG MEADOW DRIVE TO THE NORTHEAST CORNER OF LOT 3, BLOCK 3 OF SAID LANDINGS SIXTH ADDITION PLAT, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**.

- THENCE, ALONG THE EAST LINE OF SAID LOT 3, BLOCK 3, THE FOLLOWING FIVE COURSES:
 - 1) S01°42'35"W A DISTANCE OF 75.40 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
 - 2) THENCE, S17°33'34"W A DISTANCE OF 203.83 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
 - 3) THENCE, S96°27'59"W A DISTANCE OF 278.19 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
 - 4) THENCE, S03°15'20"W A DISTANCE OF 50.01 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
 - 5) THENCE, S01°05'09"W A DISTANCE OF 303.98 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.

THENCE, ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3, THE FOLLOWING TWO COURSES, N86°55'59"W A DISTANCE OF 253.38 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
THENCE, S89°54'46"W A DISTANCE OF 316.86 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
THENCE, ALONG THE WESTERLY LINE OF SAID BLOCK 3, THE FOLLOWING THREE COURSES, N01°05'00"E A DISTANCE OF 360.20 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.

THENCE, N06°27'59"E A DISTANCE OF 411.07 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.
THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1306.00 FEET, AND AN ARC LENGTH OF 137.75 FEET, A DELTA OF 05°49'29" WITH A CHORD THAT BEARS N03°31'3"E A DISTANCE OF 131.88 FEET TO A 5/8 INCH REBAR MARKED PLS 9367; ON THE SOUTH RIGHT OF WAY OF LONG MEADOW DRIVE.
THENCE ALONG SAID SOUTH RIGHT OF WAY, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 470.00 FEET, AND ARC LENGTH OF 31.14 FEET, A DELTA OF 03°47'46" WITH A CHORD THAT BEARS N89°48'40"E A DISTANCE OF 31.13 FEET TO A 5/8 INCH REBAR MARKED PLS 9367.

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY S88°17'27"E A DISTANCE OF 581.15 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 11,979 ACRES OF LAND, MORE OR LESS
BE IT FURTHER KNOWN THAT:
DOMESTIC WATER SERVICES TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
SEWER SERVICES TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
LOTS WITHIN THIS PLAT SUBJECT TO THE COAR'S FOR THE LANDINGS AT WATERFORD RECORDED UNDER INSTRUMENT No. 184211, RECORDS OF KOOTENAI COUNTY, TOGETHER WITH ANY AND ALL AMENDMENTS MADE A PART THEREOF.

THE OWNER HEREBY REPRESENTS TO THE CITY OF COEUR D'ALENE A SIXTY FOOT RIGHT OF WAY ALONG COEURD'ALENE AS SHOWN ON THE FACE OF THE PLAT, TOGETHER WITH A FIFTEEN FOOT SIDEWALK, DRAINAGE AND UTILITY EASEMENT TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF SIDEWALKS AND TRANCHED UTILITIES AS SHOWN ON THE FACE OF THE PLAT, NO BUILDING, STRUCTURE OR IMPROVEMENT SHALL BE ERECTED OR AND OTHER VEGETATION OR FLORA BE PLANTED, EXCEPT GRASS, WITHIN SAID EASEMENTS, NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY OF COEUR D'ALENE.

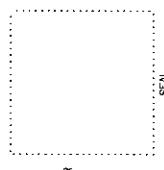
FRANRIS LANDINGS LLC.
BY: _____
ITS: _____
DATE: _____

NOTARY PUBLIC CERTIFICATE

ACKNOWLEDGEMENT
STATE OF _____ §
COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR 2012, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ KNOWN OR BELIEVED BY ME TO BE THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC FOR STATE OF _____
RESIDING AT _____
COMMISSION EXPIRES _____



SEAL

KOOTENAI COUNTY RECORDER, STATE OF IDAHO

THE PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, STATE OF IDAHO, THIS _____ DAY OF _____ 2012, AT _____ IN BOOK _____ OF PLATS AT PAGE(S) _____ AT THE REQUEST OF PRAIRIE LANDINGS, LLC.

DEPUTY _____ INSTRUMENT NUMBER _____
CLIFFORD T. HAYES PAID
KOOTENAI COUNTY RECORDER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGHOUT DATED THIS _____ DAY OF _____ 2012.

KOOTENAI COUNTY TREASURER

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO ON THE _____ DAY OF _____ 2012.

CITY OF COEUR D'ALENE, MAYOR _____ COEUR D'ALENE CITY CLERK _____

CITY OF COEUR D'ALENE, ENGINEER _____

SURVEYOR'S CERTIFICATE

I, JOSEPH E. HASSELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

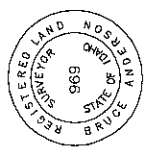
JOSEPH E. HASSELL DATE _____
P.L.S. 8249

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____ 2012.

KOOTENAI COUNTY SURVEYOR



1206 Prairie Ave. Ste. B
P.O. Box 4460, 83864
PHOENIX (208) 773-1870
FAX (208) 777-2128
www.inctorwest.com

THE LANDINGS AT WATERFORD 8th ADDITION
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE: 03/12/2012 DWG NAME: 12/SRVY/PLAT1-FRL1.DWG
DRAWN BY: EAB
CHECKED BY: _____
SCALE: 1" = 1/4" PLOT # 12-005 SHEET 4 OF 4

THE LANDINGS AT WATERFORD 9th ADDITION

A REPLAT OF LOT 14, BLOCK 2, AND LOT 20, BLOCK 1, OF LANDINGS AT WATERFORD 8th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

NOTE
1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

BASIS OF BEARING

BASES OF BEARING FOR THIS SURVEY IS NORTH 61° 42' 30" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, PER R-1, FOR DAVID STATE PLANE COORDINATE SYSTEM, WEST ZONE, USNG MAPS 100 SECTION 28, WATERFORD, IDAHO, AT THE NORTH QUARTER CORNER OF SECTION 28 IS -10°48'23.12474".

REFERENCES

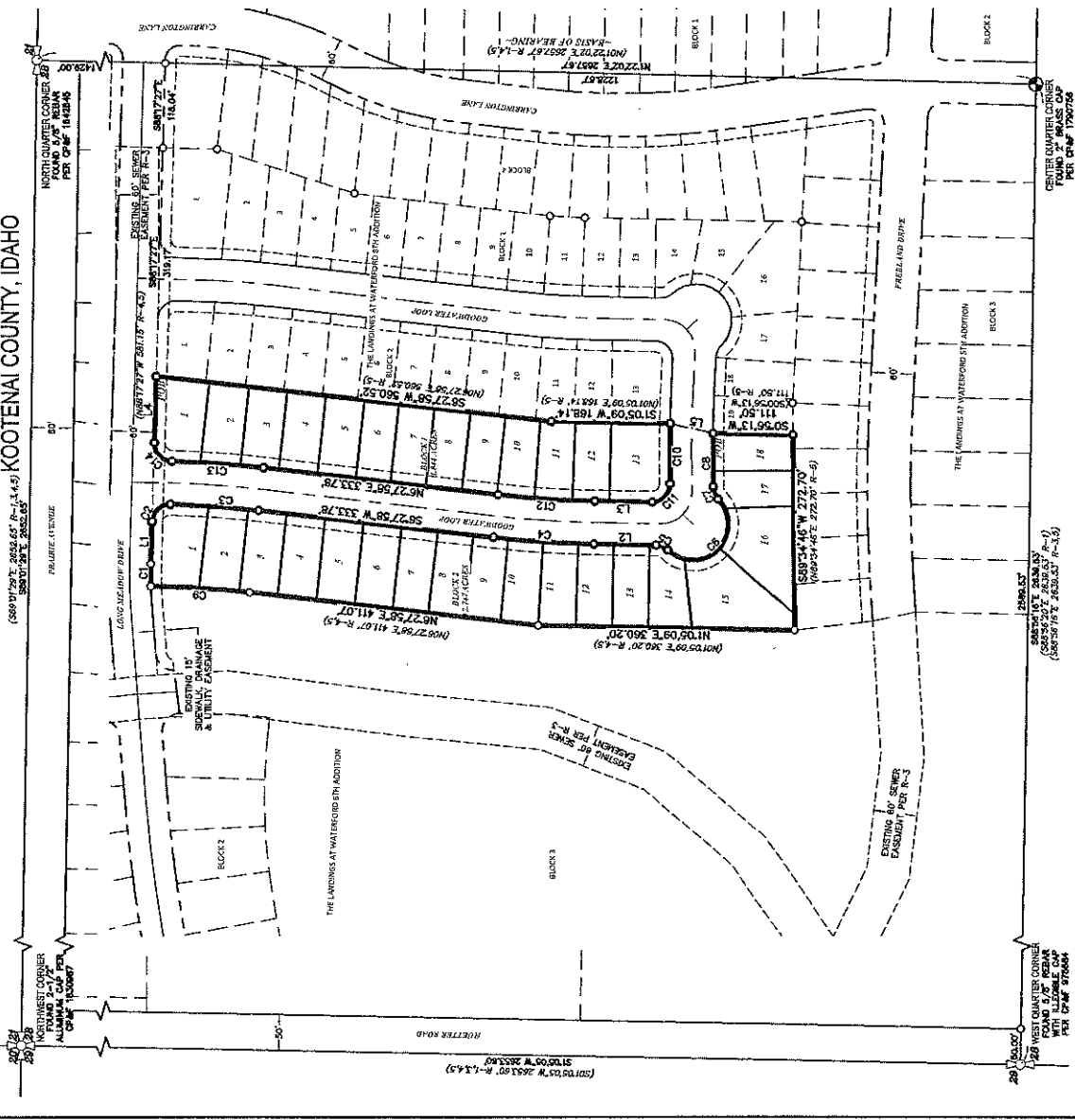
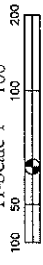
- R-1 THE LANDINGS AT WATERFORD 8TH ADDITION BY DAVID SCHAMANN, PLS. 4182, FILED IN BOOK 1 OF PLATS AT PAGES 241, 343, 4-1, RECORDS OF KOOTENAI COUNTY.
- R-2 THE LANDINGS AT WATERFORD SECOND ADDITION BY DAVID SCHAMANN, PLS. 4182, FILED IN BOOK 2 OF PLATS AT PAGES 226, 228-1, RECORDS OF KOOTENAI COUNTY.
- R-3 THE LANDINGS AT WATERFORD FIFTH ADDITION BY CHAD J. JOHNSON, PLS. 3197, FILED IN BOOK 1 OF PLATS AT PAGES 216, 218-1, RECORDS OF KOOTENAI COUNTY.
- R-4 THE LANDINGS AT WATERFORD SIXTH ADDITION BY CHAD J. JOHNSON, PLS. 3077, FILED IN BOOK 1 OF PLATS AT PAGES 246, 248-1, RECORDS OF KOOTENAI COUNTY.
- R-5 THE LANDINGS AT WATERFORD SEVEN ADDITION BY JOSEPH C. HUSSELL, PLS. 8244, FILED IN BOOK 1 OF PLATS AT PAGES 246, 248-1, RECORDS OF KOOTENAI COUNTY.

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 3077
- FOUND 1/2" REBAR, REPLACED WITH 5/8" REBAR MARKED PLS 8244

Curve Table			Line Table					
Curve #	Length	Bearing	Chord	Direction	Length	Direction		
C1	31.14	475.00	503.9746	31.03	188.94462E	L1	54.12	N87°17'27"
C2	34.23	25.00	506.0787	30.34	S43°18'07E	L2	47.13	S07°03'07W
C3	144.38	1470.00	1044.9287	123.32	S04°32'53W	L3	84.64	N01°00'00"E
C4	144.37	1450.00	1032.2248	143.42	S03°42'33W	L4	92.86	S87°17'27"E
C5	16.46	25.00	162.8000	16.38	S22°03'09W	L5	41.20	S13°01'33W
C6	168.68	80.00	178.22714	80.99	S43°18'07E			
C7	16.87	25.00	162.8000	16.32	N87°17'27E			
C8	74.70	2250.00	1078.1067	74.69	N89°48'07E			
C9	157.70	1350.00	1005.4926	157.69	N03°32'15E			
C10	84.18	2510.00	1025.1016	84.17	N86°47'16W			
C11	48.11	25.00	491.3308	48.04	N44°52'24W			
C12	130.03	1470.00	1007.2248	127.08	N03°46'33E			
C13	168.59	1450.00	1044.9187	128.20	N04°38'07E			
C14	34.29	25.00	342.0219	34.37	N44°52'24E			

H-SCALE 1" = 100'



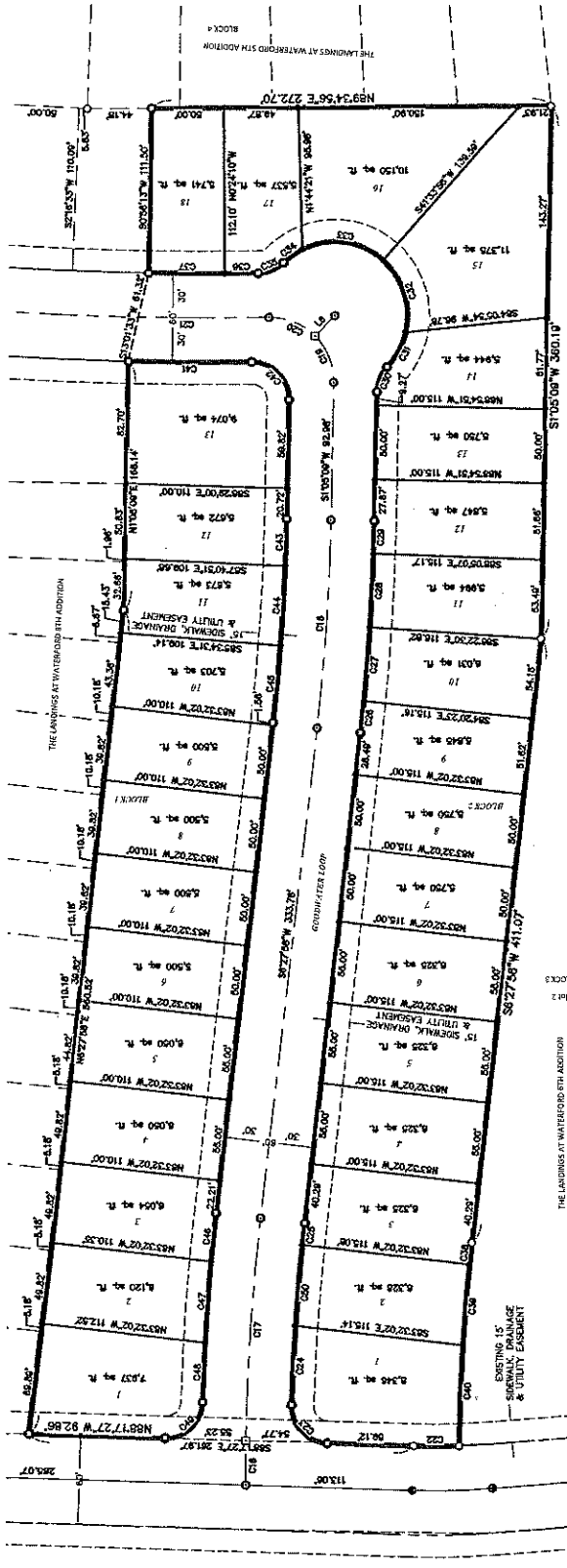
1296 Politan Ave., Ste. B
Coeur d'Alene, IDAHO 83814
PHONE (208) 723-8170
FAX (208) 772-2128
ljohnson@water.com

THE LANDINGS AT WATERFORD 9th ADDITION
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
DRAWN BY: EAO DATE: 06/29/2012 DWG. NAME: 12-99W9PLAT1-9TH-100
DECEDED BY: SCALE: 1" = 100' PROJ. # 12-026 SHEET 1 of 4

THE LANDINGS AT WATERFORD 9th ADDITION

A REPLAT OF LOT 14, BLOCK 2, AND LOT 20, BLOCK 1, OF LANDINGS AT WATERFORD 8th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
TRUST #



Curve Table

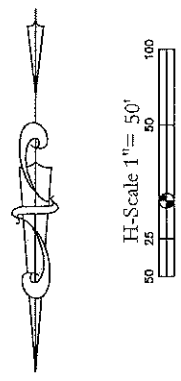
Curve #	Length	Radius	Delta	Chord	Direction
C1	46.11	25.00	091°31'00"	38.94	S44°52'24"E
C2	31.84	1750.00	007°14'00"	31.84	S01°12'00"W
C3	54.06	1470.00	005°08'00"	54.02	S03°22'19"W
C4	62.37	1470.00	005°08'00"	62.37	S04°28'43"W
C5	32.78	1530.00	001°13'40"	32.78	S02°05'10"W
C6	46.48	1530.00	002°03'41"	46.44	S04°12'27"W
C7	36.39	24.00	007°30'00"	40.48	S02°20'00"W
C8	55.03	1461.50	002°05'00"	55.02	S04°44'13"W

Line Table

Line #	Length	Direction
L1	18.34	S44°11'30"W

Curve Table

Curve #	Length	Radius	Delta	Chord	Direction
C16	30.21	1500.00	001°04'47"	30.10	S00°07'05"E
C17	104.82	1500.00	005°18'40"	104.78	S03°28'08"E
C18	142.85	1500.00	005°22'48"	142.80	S03°46'53"W
C19	34.82	43.00	048°33'31"	33.87	S22°05'36"E
C20	34.40	43.00	048°44'57"	33.48	S08°13'20"E
C21	194.38	2280.00	004°52'30"	194.32	S08°11'01"E
C22	31.14	470.00	003°47'40"	31.12	S09°48'40"W
C23	31.25	470.00	009°28'57"	35.34	S4°18'54"E
C24	63.62	1468.80	002°02'33"	63.61	S02°42'11"W
C25	14.71	1470.00	002°02'24"	14.71	S05°10'44"W
C26	21.82	1530.00	001°02'21"	21.82	S03°03'47"W
C27	50.01	1530.00	001°52'22"	50.01	S04°43'28"W
C28	30.01	1530.00	007°18'44"	30.01	S02°51'04"W
C29	22.13	1530.00	007°18'44"	22.13	S01°00'01"W
C30	18.89	25.00	042°00'00"	18.88	S22°20'00"W
C31	27.25	50.00	030°02'24"	26.72	S22°25'22"W
C32	53.05	50.00	041°38'30"	51.02	S17°45'14"E
C33	54.28	50.00	007°44'43"	55.86	S82°23'20"E
C34	18.89	50.00	018°01'18"	18.73	N54°26'04"E
C35	18.87	25.00	042°00'00"	18.82	N07°17'00"E
C36	22.89	2500.00	003°33'48"	22.88	N08°18'37"E
C37	52.51	2500.00	001°30'23"	52.51	S09°43'08"E
C41	84.18	2318.00	002°05'10"	84.17	S06°47'18"E



- LEGEND**
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 8247
 - FOUND 5/8" REBAR WITH ALUMINUM CAP MARKED PLS 8247
 - FOUND 5/8" REBAR WITH 1-1/2" ALUMINUM CAP MARKED MC PLS 8249
 - FOUND 1/2" REBAR, REPLACED WITH 5/8" MARKED PLS 8249
 - SET 1/2" X 3/4" REBAR WITH YELLOW PLASTIC CAP MARKED MC PLS 8249
 - CALCULATED POINT, NOTHING FOUND, NOTHING SET



1296 Palomar, Ave., Ste. B
 Post Falls, Idaho 83854
 Phone: 208-765-8279
 Fax: 208-772-3232
 www.mahoninc.com

THE LANDINGS AT WATERFORD 9th ADDITION
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: CMA DATE: 06/20/2018 DWG NAME: 12/200/P/PL/9th-PL-1.DWG
 CHECKED BY: SCALE: 1" = 60' PROJ # : 15-026 SHEET 2 of 4

THE LANDINGS AT WATERFORD 9th ADDITION

A REPLAT OF LOT 14, BLOCK 2, AND LOT 20, BLOCK 1, OF LANDINGS AT WATERFORD 8th ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND DESIGNATION HAVE BEEN PAID THROUGH

DATED THIS _____ DAY OF _____ 2012.

KOOTENAI COUNTY TREASURER

KOOTENAI COUNTY RECORDER, STATE OF IDAHO

THE PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, STATE OF IDAHO, THIS _____ DAY OF _____ 2012, AT _____ IN BOOK _____ OF PLATS AT (TOWN) _____ AT THE REQUEST OF FRODOE LANGRISH, LLC.

DEPUTY CLERK OF RECORD _____ INSTRUMENT NUMBER _____

DEPUTY CLERK OF RECORD _____ KOOTENAI COUNTY RECORDER

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF COEUR D'ALENE, IDAHO ON THE _____ DAY OF _____ 2012.

CITY OF COEUR D'ALENE, MAYOR _____

CITY OF COEUR D'ALENE, ENGINEER _____

SURVEYOR'S CERTIFICATE

I, JERRY E. HUSSELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND AND THAT APPROXIMATE CORNER POSITIONS HAVE BEEN FOUND IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

JERRY E. HUSSELL
P.L.S. 6249

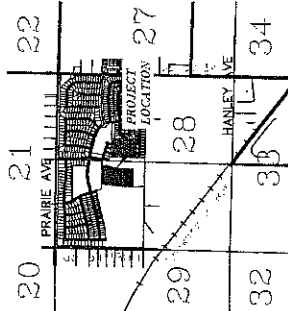
DATE _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____ 2012.

KOOTENAI COUNTY SURVEYOR



VICINITY MAP

NOT TO SCALE



JERRY E. HUSSELL
P.L.S. 6249
PHONE (208) 775-8176
FAX (208) 775-2128
jerry@earthpower.com

THE LANDINGS AT WATERFORD 9th ADDITION
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: JAR DATE: 05/07/2012 DWG NAME: 12/SWY/PLAT-9th ADDITION
CHECKED BY: SCALE: 1" = 1/4" PLOT # 12-028 SHEET # of 4

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: June 25, 2012
FROM: James Remitz, Utilities Project Manager
SUBJECT: **2012 Mullan Road Storm Drain Project
Approval of Change Order No. 1**

=====

DECISION POINT:

The City Council may wish to approve Change Order No. 1 (attached) to the 2012 Mullan Road Storm Drain Project agreement between the City of Coeur d'Alene and Big Sky Development dated April 3, 2012.

HISTORY:

This project involved the installation of new storm water piping and appurtenances within Mullan Road and Park Drive in order to divert storm water from entering the sanitary sewer system. Big Sky Development was awarded the project and entered into an agreement with the City of Coeur d'Alene to perform the work.

During the performance of the work, Big Sky Development encountered unforeseen subsurface conditions including underlying concrete pavement and a waterline conflict that required additional effort and time.

FINANCIAL ANALYSIS:

The project cost will be increased by \$37,584.85 as a result of Change Order No. 1, and will total \$134,263.70. Funds for Change Order No. 1 are available and have been budgeted in the Wastewater Utility budget. (Account # 031-022-4352-7963)

PERFORMANCE ANALYSIS:

Big Sky Development performed all work in accordance with the contract documents. Change Order No. 1 reflects compensation for the additional work, final adjustment of bid item quantities and an extension of the contract time.

RECOMMENDATION:

Approve Change Order No. 1 to the 2012 Mullan Road Storm Drain Project in the amount of **\$ 37,584.85**

CHANGE ORDER
No. One (1)

DATE OF ISSUANCE: 13-Jun-12 EFFECTIVE DATE: 13-Jun-12

Project: 2012 Mullan Road Storm Drain Project	Owner: City of Coeur d'Alene	Owner's Contract No.:
Contract: 2012 Mullan Road Storm Drain Project	Notice to Proceed: April 23, 2012	
Contractor: Big Sky Development Inc.	Engineer's Project No.: 20-12-011	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

see attached detailed description

Attachments (list documents supporting change):

Change Order No. 1 Detailed Description (1 pg)

Supporting documentation from Big Sky Development (5 pgs)

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$96,678.85

~~Increase~~ ~~Decrease~~ from previously approved Change Orders No. -0- to No. -0-

\$0.00

CHANGE IN CONTRACT TIMES:

Original Contract Times Working days Calendar days

~~Substantial Completion (days or date):~~ N/A

Ready for final payment (days or date): May 13, 2012 (20 Calendar Days)

~~Substantial Completion (days or date):~~ N/A

Ready for final payment (days or date): May 13, 2012 (20 Calendar Days)

Contract Price prior to this Change Order:

\$96,678.85

Contract Times prior to this Change Order:

~~Substantial Completion (days or date):~~ N/A

Ready for final payment (days or date): May 13, 2012 (20 Calendar Days)

Increase of this Change Order

\$ **37,584.85**

Increase of this Change Order

~~Substantial Completion (days or date):~~ N/A

Ready for final payment (days or date): - 40- Days

Contract Price incorporating this Change Order:

\$134,263.70

Contract Times with all approved Change Orders:

Substantial Completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

BY: _____

Engineer (Authorized Signature)

DATE: _____

ACCEPTED:

BY: _____

Owner (Authorized Signature)

DATE: _____

ACCEPTED:

BY: _____

Contractor (Authorized Signature)

DATE: _____

Approved by Funding Agency (if applicable): _____

Date: _____

CHANGE ORDER DETAILED DESCRIPTION

CHANGE ORDER
No. One (1)

Project: 2012 Mullan Road Storm Drain Proj	Owner: City of Coeur d'Alene	Owner's Contract No.:
Contract: 2012 Mullan Road Storm Drain Project		Notice to Proceed: April 23, 2012
Contractor: Big Sky Development Inc.		Engineer's Project No.: 20-12-011

CHANGE ORDER ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1.01	Phase 1 Subsurface Concrete Removal, STA. 0+44 to STA. 1+54 (approx. 74 SY) on 04/24/12 & 04/25/12	1	LS	\$ 5,469.00	\$ 5,469.00
1.02	Phase 2 Subsurface Concrete Removal, STA. 1+54 to STA. 3+94 including laterals to CB 2, 2A, & exist. CB @ STA 3+94, 32' R.	266	SY	\$ 48.00	\$ 12,768.00
1.03	Deduct 3/4" crushed road base where substituted for CDF (339 SY)	-340	SY	\$ 3.55	\$ (1,207.00)
1.04	Install CDF	57	CY	\$ 145.00	\$ 8,265.00
1.05	Waterline Relocation	1	LS	\$ 9,617.40	\$ 9,617.40
1.06	Additional Asphalt Tack for CDF	1	LS	\$ 750.00	\$ 750.00
1.07	Exploration of Existing Stormwater Main	1	LS	\$ 450.00	\$ 450.00
1.08	Plug and Cap - Stormwater Main	1	LS	\$ 375.00	\$ 375.00
1.09	Additional Traffic Control Due to Unexpected Conditions	16	HR	\$ 29.00	\$ 464.00
1.10	Quantity Adjustment				
1.10.1	201.4.1.D.1 Removal of Existing Asphalt	47	SY	\$ 3.35	\$ 157.45
1.10.2	307.4.1.G.1 Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2" aggregate)	47	SY	\$ 16.00	\$ 752.00
1.10.3	405.4.1.A.1 Non-Potable Main Line Separation	-2	EA	\$ 350.00	\$ (700.00)
1.10.4	601.4.1.A.1 Storm Drain Pipe - Size 8" - Type DIP ANSI C151 Cl. 52	10	LF	\$ 42.40	\$ 424.00
Total					\$ 37,584.85

Staff Report

To: City Council
From: H. Sid Fredrickson, Wastewater Supt.
Date: June 25, 2012
Subj: Amendment to MOU for Hubbard Gray Consultants

DECISION POINT: Council may wish to authorize Coeur d'Alene's share of on-going cost for facilitation assistance for the TMDL implementation and the new PCB Regional Toxics Task Force not to exceed \$3,650.

HISTORY: Hubbard Gray Consultants was hired several years ago to assist the Spokane River Stewardship Partners (SRSP) with tackling the issues surrounding the TMDL and now the toxics task force to reduce the amount of PCBs entering the river.

This amendment to the MOU is shared equally among the 9 partners. It will allow facilitation services until the end of this calendar year. By then it is anticipated that all permits will be final and the toxics task force will be solidly in place.

FINANCIAL ANALYSIS: The cost will not exceed \$3,650 and is budgeted under "permit assistance."

PERFORMANCE ANALYSIS: The SRSP with the help of Hubbard Gray Consultants has been successful in having the agencies adopt uniform phosphorus levels that all believe can be achieved.

DECISION POINT:

Council may wish to authorize Coeur d'Alene's share of on-going cost for facilitation assistance for the TMDL implementation and the new PCB Regional Toxics Task Force not to exceed \$3,650.

MEMORANDUM

To: Spokane River Stewardship Partners, Executive Committee
From: Sarah Hubbard-Gray, Hubbard Gray Consulting
Date: June 18, 2012
Subject: SRSP Coordination and Facilitation and Memorandum of Agreement Amendment

As discussed at recent Spokane River Stewardship Partners (SRSP) meetings, the current authorized budget for Hubbard Gray Consulting (HGC) to support the SRSP coordination and facilitation is estimated to be expended in August 2012. A SRSP Memorandum of Agreement amendment to authorize a budget increase is needed to continue SRSP support through the end of 2012. Continued coordination and facilitation support will be associated with 1) DO TMDL implementation, 2) Regional Toxics Task Force implementation, and 3) coordination on related regional water quality issues.

As in the past, I expect that the needed SRSP support will be variable since it typically is in response to and aligns with agency regulatory initiatives and schedules. Based on the previous level of effort to support the SRSP needs (including communication and coordination with agency representatives and stakeholders, meeting facilitation, helping develop strategies and framing next steps, assistance with document development, tracking of issues and research), and assuming that the Task Force support may be somewhat less, the cost estimate for HGC to continue to provide SRSP support from August 2012 through December 2012 is:

- \$32,850 total
- \$3,650 per SRSP member (1/9th share)

It is assumed that:

- SRSP in-person meetings will be held an average of once per month from August 2012 through December 2012 in support of the DO TMDL and Regional Toxics Task Force implementation. It is assumed that both topics will be discussed at the same meetings.
- Sarah will participate in Task Force and DO TMDL Advisory Committee meetings in-person, and the in-person SRSP meetings will typically be combined with the same travel itinerary.
- Sarah's participation in DO TMDL and Task Force work group meetings will be via teleconference.

If more meetings, teleconferences and support are needed, additional budget may be required. If fewer meetings and support are needed, residual budget may not be used. Note that the project billing is based on actual time and expenses incurred, and I will continue to look for ways to keep costs down.

It is difficult to estimate how the budget should be allocated to DO TMDL and Task Force related support. I started tracking the labor for supporting each initiative separately in February 2012, and I will continue to track my time separately. Since February, approximately 70% of the labor costs have been associated with the Task Force and 30% of the labor costs have been associated with the DO TMDL implementation.

If all the SRSP members approve this budget increase, as the next step, a Memorandum of Agreement amendment that references this memo will be developed and sent to each of you for signature. HGC will continue to use GeoEngineers as a subconsultant to support SRSP needs.

Let me know if you have questions. I look forward to continuing to support the SRSP through the end of 2012!

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: June 25, 2012
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Amendment #1 to Engineering Agreement for WWTP Phase 5C.1

DECISION POINTS:

Council approval is requested for the proposed amendment #1 to the agreement for engineering services with HDR Engineering to procure improved ammonia control air supply. The proposed amendment will increase the cost ceiling by \$46,795 for a total Phase 5C.1 design engineering cost not to exceed \$1,020,350.

HISTORY:

HDR Engineering is underway with engineering services to provide design and procurement assistance for construction and equipment prepurchase for Phase 5C.1 improvements at the wastewater treatment plant. The project improvements will include a new building and facilities to provide the first planned phase of tertiary phosphorus control and enhanced ammonia control. After the scope of work and engineering cost for the project were established, wastewater staff and HDR identified that addition of a dedicated air scour system for existing facilities could help with the current need for ammonia control that is ongoing while the Phase 5C.1 improvements are being designed and constructed over the next two years. HDR has proposed an additional scope of work that would provide plans and specifications and construction engineering assistance that would allow procurement of an installation contractor for the scour air system this year. The larger Phase 5C.1 project improvements will not be constructed and operational until more than a year later. Wastewater staff believes that the proposed amendment is fair and necessary to help complement the limited ammonia control measures that the City has currently available.

FINANCIAL ANALYSIS:

<u>WWTP Phase 5C.1 Project, plus Scour Air System</u>	
Planning and Design Engineering Services for 5C.1	\$973,555
Building Permit	50,000
Construction Engineering and Inspection for 5C.1	950,000
Equipment and Construction for 5C.1	7,960,000
Amendment #1 Engineering Services for Scour Air	46,795
Construction of Scour Air System	<u>100,000</u>
Total	\$10,080,350

Funding The city's current financial plan for FY 2011/12 authorizes expenditure of \$3,400,000 for ammonia control improvement. Additional funding authorization is requested for this multi-year project in the proposed financial plan for FY 2012/13.

DISCUSSION:

The City's wastewater treatment plant was not originally designed for treatment to remove ammonia from the treated effluent. The earlier discharge permits did not require such treatment until the primary process structures within the plant were already planned, designed, and constructed. Recent permits, though, have required more stringent ammonia control, and several measures have been constructed in the last decade to provide just enough control to meet the permit limits until a major upgrade project can be funded sufficiently to provide the costly facilities for expanded and more reliable control. The proposed scour air system is a small measure that would add to the plant's limited ability to meet the current permit limits while the more permanent solution is being designed and constructed.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed amendment #1 to the agreement for engineering services with HDR Engineering to procure improved ammonia control air supply. The proposed amendment will increase the cost ceiling by \$46,795 for a total Phase 5C.1 design engineering cost not to exceed \$1,020,350.

des1476

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

**PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION (TMF) /
NITRIFICATION IMPROVEMENTS**

The agreement, made and entered into the 19th day of July, 2011, between the CITY, City of Coeur d'Alene and the ENGINEER, HDR ENGINEERING, INC. is hereby amended on the 3rd day of July, 2012 as set forth herein.

W I T N E S S E T H:

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

WHEREAS, the City desires to improve biofilm scour in the integrated fixed film activated sludge (IFAS) system to enhance ammonia reduction;

WHEREAS, Consultant is preparing the design of the Phase 5C.1 Tertiary Membrane Filtration Improvements;

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

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment 1 Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 19th day of July, 2011, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to provide the city with office support during construction. The following work tasks are to be performed in accordance with the scope of work in Attachment 1:

- Task 700 Project Management
- Task 800 Design Development
- Task 900 Assist City with Obtaining Quotes from General Contractors
- Task 1000 Services During Construction
- Task 1100 PLC Programming Services

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer's direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 1 shall be \$2,891 and the amended Total Fixed Fee shall be \$89,537.

The City's total consideration for services in Amendment No. 1, including labor costs, direct expenses and fixed fee, shall be \$46,795 and the total Agreement shall be amended not to exceed \$1,020,350.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Attachment 1.

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Mayor

Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Vice President

[Notary page follows on next page]

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of July, 2012, 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 July, 2012, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **HDR ENGINEERING, 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: _____

AMENDMENT NO. 1

ATTACHMENT 1

CITY OF COEUR D'ALENE

PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION (TMF) / NITRIFICATION IMPROVEMENTS ENGINEERING SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION

INTRODUCTION

The City of Coeur d'Alene Wastewater Department capital improvement program includes new facilities that will be necessary to meet new effluent discharge requirements for the Spokane River. The City is preparing to expand and upgrade the liquid stream of its wastewater treatment plant as a part of Phase 5 in response to growth and new, very stringent effluent total phosphorus and ammonia nitrogen discharge criteria.

The city's current National Pollution Discharge Elimination System (NPDES) permit for discharge to the Spokane River includes an ammonia nitrogen limit which is reduced from 10 mg/L to 7.4 mg/L as plant flow increases to a rate greater than 4.2 mgd. Currently, the combination of integrated fixed-film activated sludge (IFAS) media in the Solids Contact Tank and an improved centrate return flow scheme has kept ammonia nitrogen below the permit limit as flow ranges from 3.5 mgd to 3.8 mgd. When the plant flow reaches 4.2 mgd and the lower permit limit for ammonia nitrogen becomes necessary, additional ammonia nitrogen reduction process improvements will be needed to consistently meet the permit. Additionally, more stringent ammonia nitrogen limits are anticipated in the next NPDES permit.

Integrated fixed-film activated sludge incorporates fixed-film media in a suspended growth reactor to increase the amount of biomass in the reactor. Increasing the biomass provides a supportive environment for nitrifying bacteria production. For Coeur d'Alene, IFAS is being used to increase nitrification capacity in the existing Solids Contact Tank by providing a surface area for submerged, fixed-film bacteria to grow. A primary benefit of IFAS is that this system provides treatment capacity expansion without construction of a new re-aeration basin.

Five IFAS modules were installed in the Solids Contact Tank in 2008 and a resulting increase in nitrification was observed. With the ability of IFAS to improve nitrification in a trickling filter/solids contact wastewater treatment facility, additional IFAS modules were installed in 2009 along with a rotary screen thickener for thickening of waste secondary sludge prior to anaerobic digestion. These improvements further improve the ammonia nitrogen reduction capacity of the wastewater facility by approximately 160 lbs/day to 200 lbs/day.

Coeur d'Alene's IFAS modules contain an air scour system to accomplish two key objectives: (1) maintain an optimal biomass to enhance overall nitrification reaction rates; and (2) help control the proliferation of red worms which can prey on the biomass. Each module is scoured based on an operator-adjustable time interval. The IFAS module air scour system was originally connected to the existing aeration system. The main advantage of this approach was reduced

capital cost for the two installations. The disadvantage was the lack of control of the air scour system due to the connection to the existing aeration system. Over the last four ammonia nitrogen NPDES permit seasons, the City wastewater operators have observed a large population of red worms and a substantial build-up of biomass. This indicates that the air scour should be increased to enhance nitrification potential. A small but dedicated air scour blower will provide the City with more flexibility for the control of the IFAS air scour system.

This Contract amendment provides for detailed design and services during bid and construction of IFAS scour air supply enhancements project. Major work activities anticipated include relocation of an existing blower from the low phosphorus demonstration pilot facility to the Secondary Control Building; installation of a low pressure air system including buried and exposed piping, air pressure transmitter, and control valves; connection to the existing electrical power system and installation of a variable frequency drive; installation of a stand-alone programmable logic controller (PLC) to control the blower speed and air scour solenoid valves; programming and integration of PLC; start-up and commissioning of dedicated air scour supply system; and optimization of air scour flow rates and times..

Tasks included in this Contract amendment include the following:

- Task 700 Project Management
- Task 800 Design Development
- Task 900 Assist City with Obtaining Quotes from General Contractors
- Task 1000 Services During Construction
- Task 1100 PLC Programming Services

Each of these tasks is described in more detail below.

SCOPE OF SERVICES

Task 700 – Project Management

Objective:

The purpose of Task 100 is to plan and execute the design of IFAS Air Scour Enhancements in accordance with the schedule and budget established in this scope of services.

Approach:

- Amend the existing Phase 5C Project Management Plan that includes project objectives and priorities; role of the City, HDR Engineering, Inc. (HDR), and HDR sub-consultant, Trindera Engineering, Inc. (TEI), throughout the project; contract work plan, including scope, schedule, budget, resource assignments, and coordination requirements; quality assurance and quality control plan; reporting requirements; and administrative procedures, such as invoicing and communication protocol. The plan will be distributed to consulting team members and City personnel.
- Attend one (1) meeting with City staff in City of Coeur d'Alene to kickoff and review the design effort.

- Every other week through the completion of the design development phase, HDR’s project manager will conduct 1-hour conference calls with City’s project manager to review project status and action items.
- Conduct 2-hour conference call with City staff to review the draft Project Manual.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Provide review of concepts and criteria involved with this design.
- Prepare and submit monthly narrative report and invoice for the duration of the project.

Assumptions:

- Project duration will be up to four (4) months as detailed in the Schedule.
- City will participate in conference calls and workshops/meetings.
- HDR Project Manager and one (1) TEI design team member will conduct kick-off meeting in Coeur d’Alene and one (1) HDR design team member will participate via conference call.
- Up to four (4) project status conference calls will be conducted.
- HDR Project Manager and up to two (2) design team members (one (1) HDR and one (1) TEI) will participate in the conference call to review the design Project Manual.
- City will review narrative report amendments and approve invoices.
- City will review and approve modifications to approach, schedule, and deliverables as appropriate.
- Quality control reviews of work activities and project deliverables are included in each task.

Deliverables:

- Project Management Plan update (electronic file in .pdf format transmitted via e-mail).
- Agenda and meeting notes for workshops/meetings (electronic file in .pdf format transmitted via e-mail).
- Monthly progress narrative and monthly invoices (up to 3 hard copies).

Task 800 –Design Development

Objective:

Complete a Project Manual for the IFAS Air Scour Enhancements for obtaining quotes from qualified public works contractors.

Approach:

Detailed design will include a draft submittal to the City for review and comment and a final submittal to the City for approval to advertise, solicit quotes and construct.

Subtask 801 – Project Manual

Prepare Project Manual, including front-end documents, technical specifications, and figures. Anticipated front-end document specification sections include:

- 00100 INSTRUCTIONS TO BIDDERS
- 00150 BIDDER'S CHECKLIST
- 00300 BID PROPOSAL

- 00310 BID SCHEDULE
- 00400 PROPOSED SUBCONTRACTORS
- 00430 BID GUARANTY BOND
- 00450 STATEMENT OF QUALIFICATIONS
- 00460 NON-COLLUSION AFFIDAVIT
- 00470 AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES
- 00480 SUCCESSFUL BIDDER'S CHECKLIST
- 00490 NOTICE OF AWARD
- 00500 AGREEMENT
- 00610 PERFORMANCE BOND
- 00620 PAYMENT BOND
- 00630 STATE TAX COMMISSION PUBLIC WORKS CONTRACT REPORT
- 00650 NOTICE TO PROCEED
- 00700 GENERAL CONDITIONS
- 00805 SUPPLEMENTARY CONDITIONS

Anticipated technical specifications include:

- 01010 SUMMARY OF WORK
- 01011 OWNER FURNISHED EQUIPMENT
- 01150 MEASUREMENT AND PAYMENT
- 01340 SUBMITTALS
- 01370 SCHEDULE OF VALUES
- 01400 QUALITY ASSURANCE
- 01650 SYSTEM START-UP
- 01700 CONTRACT CLOSEOUT
- 01710 CLEANING
- 01800 OPENINGS AND PENETRATIONS IN CONSTRUCTION
- 02221 TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES
- 02502 CONCRETE PAVEMENT, CURB, SIDEWALK AND STEPS
- 02930 SEEDING, SODDING AND LANDSCAPING
- 13440 INSTRUMENTATION FOR PROCESS CONTROL: BASIC REQUIREMENTS
- 13441 CONTROL LOOP DESCRIPTIONS
- 13442 PRIMARY ELEMENTS AND TRANSMITTERS
- 13446 CONTROL AUXILIARIES
- 13448 CONTROL PANELS AND ENCLOSURES
- 13500 PROGRAMMABLE LOGIC CONTROLLER (PLC) CONTROL SYSTEM
- 13922 ALLOWANCE FOR UNANTICIPATED COSTS
- 15060 PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS
- 15066 PIPE: STAINLESS STEEL
- 15090 PIPE SUPPORT SYSTEMS
- 15100 VALVES: BASIC REQUIREMENTS
- 15103 BUTTERFLY VALVES
- 15104 BALL VALVES

- 16010 ELECTRICAL: BASIC REQUIREMENTS
- 16130 RACEWAYS AND BOXES
- 16265 VARIABLE FREQUENCY DRIVES: LOW VOLTAGE

Anticipated figures include:

- G1 LEGEND, SYMBOLS, AND ABBREVIATIONS
- C1 ENLARGED SITE PLAN
- C2 TRENCH AND SURFACE REPAIR SECTION
- D1 SECONDARY CONTROL BUILDING - PROCESS PLAN
- D2 SECONDARY CONTROL BUILDING - PROCESS SECTION
- D3 SOLIDS CONTACT TANK - PIPING PLAN
- D4 SOLIDS CONTACT TANK - PIPING CONNECTION DETAIL
- D5 SOLIDS CONTACT TANK - VALVE ASSEMBLY DETAIL
- E1 POWER ONE-LINE DIAGRAM
- E2 ELECTRICAL SCHEDULES AND LOAD CALCULATION
- E3 SECONDARY CONTROL BUILDING - ELECTRICAL PLAN
- Y1 CONTROL DIAGRAM
- Y2 CONTROL PANEL LAYOUT
- Y3 CONTROL PANEL DIAGRAM

Subtask 802 – Design QA/QC Reviews

- Verify that deliverables and supporting documents conform to standard of care as defined in Agreement for Professional Services between City and HDR and meet HDR's and TEI's expectations for quality.
- Verify the information, assumptions and data used in developing a document; use of proper format; compliance with regulatory and code requirements; and calculation methods and/or numerical accuracy.
- Conduct and document QC reviews for figures, specifications, calculations, and other documents that either directly or indirectly constitute deliverables.
- Conduct QC reviews with experienced personnel who are not otherwise involved in producing the documents but are qualified in the process and disciplines required. This provides an impartial assessment that can consider project objectives as well as technical details.
- Conduct formal design QA/QC reviews at the draft and final design points by the identified Quality Assurance Team/Technical Advisors.
- Document QC reviews with completed QC forms.

Assumptions:

- City Wastewater Department staff will coordinate directly with Building Department for potential requirements.
- Review by Idaho Department of Environmental Quality (DEQ) is not required.
- Front-end documents will be based upon Engineers Joint Contract Documents Committee (EJCDC) construction contract documents, 2007 version, and Standard General Conditions modified by HDR's legal department.

- Technical specifications will be based on the sixteen-division format of the Construction Specifications Institute.
- Figures (8 1/2”x11”) for inclusion in the Project Manual will be utilized in lieu of drawings and will utilize existing drawings and site photographs where feasible.
- The design will incorporate HDR, TEI, and City of Coeur d’Alene engineering and equipment standards to maintain consistency and compatibility with the City’s facilities.
- City will provide comments on draft review submittal.
- City will perform a timely review of submittals and will provide a single set of reconciled review comments within three (3) business days.
- City will participate in review meetings.
- A detailed engineer’s opinion of probable construction cost will not be required.

Deliverables:

- Draft Project Manual (electronic file in .pdf format transmitted via e-mail).
- Final Project Manual (electronic file in .pdf format transmitted via e-mail).
- Memoranda, decision log, and quality assurance log summarizing comments and responses from draft design review (electronic file in .pdf format transmitted via e-mail).

Task 900 – Assist City with Obtaining Quotes from General Contractors

Objective:

Provide assistance to the City in selecting a general contractor to perform the IFAS Air Scour Enhancements.

Approach:

- Provide six (6) Project Manuals for quoting purposes:
 - Three (3) copies for prospective general contractors for use during preparation of quotes.
 - Three (3) copies for City staff (City Clerk, Wastewater Administration, and Wastewater Operation).
- Conduct a mandatory pre-quote conference and site tour, to be attended by the City, invited contractors, HDR project manager and up to one (1) TEI project engineer.
 - Prepare an agenda and distribute meeting minutes for the pre-quote conference.
- Receive prospective general contractor questions and issue up to one (1) addenda to respond to the bidders’ questions.

Assumptions:

- HDR will invoice the City for actual charges incurred for printing.
- City will follow City procurement rules and requirements.
- City will solicit quotes.
- City will provide operations staff assistance with access to mechanical and electrical systems.
- City will participate and host the pre-quote conference.

- City will select best-value from quotes and a recommendation of award from the Engineer will not be required.

Deliverables:

- Copies of Project Manuals (electronic file in .pdf format transmitted via e-mail and hard copies as indicated in approach).
- Pre-quote conference agenda (ten (10) hard copies provided at conference).
- Pre-quote conference meeting minutes (electronic file in .pdf format transmitted via e-mail).
- Project Manual addenda (six (6) hard copies), if required.

Task 1000 – Services During Construction

Objective:

Provide technical assistance to City during construction.

Approach:

- Provide six (6) Project Manuals for construction purposes:
 - One (1) additional copy for selected contractor.
 - Two (2) copies for HDR and TEI staff.
 - Three (3) copies for City use.
- Review and respond to required submittals.
- Conduct weekly construction meeting conference calls with City staff and Contractor.
- HDR and TEI will visit plant site as follows to inspect the Work, develop a punch list for deficient work items, and provide commissioning services for blower.
 - One (1) inspection project site visit will occur during construction to review underground work and general work progress and quality, and will include one (1) HDR project team member for up to one (1) day on-site.
 - One (1) inspection and commissioning project site visit will occur after Contractor has obtained substantial completion and will include up to two (2) project team members (one (1) HDR and one (1) TEI) for up to two (2) consecutive days on-site.
- Review and recommend for city approval or rejection of pay requests submitted by Contractor.
- Issue recommendation of final completion and payment.

Assumptions:

- A pre-construction meeting will not be required.
- Up to fifteen (15) project submittals will be reviewed for conformance with the design concept and recommended submittal actions provided.
- City will participate in weekly conference calls.
- Up to three (3) weekly construction meeting conference calls will be conducted.

- City staff shall obtain any City Building Permits, Idaho Division of Building Safety electrical permit, or other permits and inspections required for the construction.
- Materials testing, controls, and special inspections required by the City building department or other agency will be provided by a third party agency employed by the City.
- City will provide on-site inspection through-out duration of construction period, including but not limited to:
 - Observe work in progress to assist HDR in determining that the work is in general accordance with the Contract Documents.
 - Report to HDR when work appears to not conform to the Contract Documents.
 - Verify that tests are conducted in accordance with the Contract Documents.
 - Advise HDR on work progress for review of Contractor payment applications.
- City will provide start-up services for Owner furnished/contractor installed blower including but not limited to:
 - Observe Contractor removal of blower from pilot testing facility.
 - Provide installation, operations and maintenance manual for reference and use during relocation and start-up activities.
 - Observe Contractor work activities during installation of blower.
 - Verify blower installation prior to start-up.
- Additional cost for additional site visits beyond the site visits provided in the engineering fee will be treated as an additional scope item and billed as additional services.
- Up to two (2) contractor process payment requests will be reviewed.
- City will inspect and approve completion of punch list items.

Deliverables:

- Copies of Project Manual (hard copies as indicated in approach).
- Shop drawing submittal reviews and recommended submittal actions.
- Site visit and field inspection report (electronic file in .pdf format transmitted via e-mail).
- Work deficiency punch list (electronic file in .pdf format transmitted via e-mail).

TASK 1100 – PLC PROGRAMMING SERVICES

Objective:

Provide programming, commissioning, testing and documentation for Supervisory Control and Data Acquisition (SCADA) system, control panel Programmable Logic Controller (PLC), and touch screen interface.

Approach:

- TEI will provide SCADA, control panel PLC and touch screen programming based on control descriptions developed for the project.
- TEI will modify existing SCADA screens to incorporate controls for air scour blower system.

- TEI will provide one (1) day on-site for commissioning and testing of control panel
- TEI will conduct four (4) hours of factory acceptance testing of control panel.
- TEI will provide O&M manual inserts for PLC, touch screen and SCADA programming.

Assumptions:

- Additional cost for additional site visits beyond that provided in the engineering fee will be treated as an additional scope item and billed as additional services.
- Additional cost for time and travel expenses to a control panel shop outside of Coeur d’Alene, ID for factory acceptance testing will be treated as an additional scope item and billed as additional services.
- Installation of a touch-screen in the Secondary Control Building is not included.

Deliverables:

- O&M manual inserts for programming (electronic version in .pdf format).
- Copy of program for PLC (electronic version in WonderWare compatible format).

SCHEDULE

Assuming that Notice to Proceed (NTP) will be issued on July 5, 2012, the project schedule is as listed below. If the NTP changes or city involvement delays, the schedule will be moved by an equal number of days.

Task	Description	Schedule
700	Project Management	Consistent with associated tasks noted below.
800	Design Development	Draft Project Manual - Two (2) weeks after Notice to Proceed Final Project Manual - One (1) week after receipt of City comments
900	Assist City with Obtaining Quotes from General Contractors	Two (2) weeks after City approval of Final Project Manual
1000	Services during Construction	Two (2) months after City issues Notice to Proceed to General Contractor
1100	PLC Programming Services	Two (2) months after City issues Notice to Proceed to General Contractor

COMPENSATION

Consultant’s total compensation for services provided pursuant to this amendment, including labor and overhead costs and expenses, subconsultant compensation, and Consultant’s fixed fee of \$2,891, shall not exceed \$46,795 without written authorization by the City of Coeur d’ Alene.

Consultant shall invoice City monthly for Consultant’s services. Invoices shall itemize costs incurred for each task identified in the scope of work.

CITY OF COEUR D'ALENE

PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION (TMF) / NITRIFICATION IMPROVEMENTS

COMPENSATION SCHEDULE

TASK	HDR DIRECT LABOR	HDR INDIRECT LABOR	EXPENSES	HDR FIXED FEE	HDR NET NFE	SUB- CONSULT.	TOTAL
Task 700 - Project Management	\$ 2,012	\$ 3,521	\$ 901	\$ 664	\$ 7,098	\$ 1,347	\$ 8,445
Task 800 - Design Development	\$ 3,878	\$ 6,786	\$ 373	\$ 1,280	\$ 12,315	\$ 7,295	\$ 19,610
Task 900 - Assist City with Obtaining Quotes from General Contractors	\$ 966	\$ 1,690	\$ 1,032	\$ 319	\$ 4,006	\$ 599	\$ 4,605
Task 1000 - Services During Construction	\$ 1,907	\$ 3,336	\$ 1,879	\$ 629	\$ 7,751	\$ 3,092	\$ 10,843
Task 1100 - PLC Programming Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,292	\$ 3,292
TOTAL COMPENSATION	\$ 8,762	\$ 15,333	\$ 4,184	\$ 2,891	\$ 31,171	\$ 15,624	\$ 46,795

Staff Report

Date: 6-25-2012

From: Jim Washko, Deputy Chief

Re: Auction Items

DECISION POINT: We would like approval to send some old used equipment to auction to make room in our facilities. Please see attached list.

HISTORY: This is equipment that has out lived its usefulness and is no longer of use to the fire department or any other department in the city

FINANCIAL ANALYSIS: We feel that this equipment may have some monetary value at auction and would be put to better use than being discarded in the dump.

PERFORMANCE ANALYSIS: This allows us to clean up some areas that have become cluttered with old equipment.

QUALITY OF LIFE ANALYSIS: It would make everyone happy to see it gone, which would improve the quality of our facilities.

DECISION POINT/RECOMMENDATION: To approve sending the old used equipment on the attached list to auction.

Auction List

- (2) 22.5 Steel Hub Piloted Wheels
- (2) 22.5 Budd wheels with 12/22.5 recap traction tires with 50% tread
- (1) Approx. 75 gallon slip tank with hand pump with old diesel in it
- (1) set, pair for front tires and pair for rear duals, chrome wheel covers
- (1) older vehicle mounted generator with Honda gas motor (unknown if operable)
- (1) set older single rail tire chains for full size 11/22.5 tires
- (1) Older gas operated vent fan

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

June 25, 2012
GENERAL SERVICES COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Steve Adams
Council Member Ron Edinger

STAFF PRESENT

Amy Ferguson, Executive Assistant
Jon Ingalls, Deputy City Administrator
Wendy Gabriel, City Administrator
Steve Childers, Patrol Captain
Mike Gridley, City Attorney
Susan Weathers, Muni. Svcs. Director
Kenny Gabriel, Fire Chief
Wayne Longo, Police Chief

**Item 1 Request to Surplus and Auction – Fire Department
Consent Calendar**

Kenny Gabriel, Fire Chief, presented a request for approval to send some old used equipment to auction to make room in their facilities. The staff report submitted stated that the equipment has outlived its usefulness but they feel it may have some monetary value at auction.

Councilman Adams asked what happens if the equipment doesn't sell at auction. Mr. Gabriel responded that the auction company will continue auctioning the items until they are sold.

MOTION: Motion by Adams, seconded by Edinger, to recommend Council approval of Resolution No. 12-027 authorizing staff to send the requested used equipment to auction. Motion carried.

**Item 2 Memorandum of Understanding – Satellite Phones for Idaho Technical
Rescue Team
Consent Calendar**

Kenny Gabriel, Fire Chief, presented a request to renew the Memorandum of Understanding with the Kootenai County Office of Emergency Management for a satellite phone to be used with the Idaho Technical Rescue Team, plus the addition of one phone.

The staff report submitted stated that there has been an MOU with Kootenai County for a satellite phone since November 2005. It is another form of communication that can be used during a major disaster. There is no cost incurred by the City of Coeur d'Alene as the service agreement for activating and maintaining the phones is paid for by the Idaho Bureau of Homeland Security Grant, which is a 100% grant that the city receives each year for maintenance and training of the team. The phone will be carried by the Technical Rescue Team to be used as a communication tool during a major disaster or terrorist event and will allow communications when all other sources on the ground have failed.

Chief Gabriel explained that the MOU is renewed each year and it is a housekeeping item. They have identified some dead spots in the county that can't be reached by cell phone. The Kootenai County Office of Emergency Management pays for 100% of the phone, unless the city uses it for an event that the

KCEMS didn't call them out for. In that event, the city would pay for the minutes. This year, the city is going to receive a second phone that the command staff can use, at no cost to the city.

MOTION: Motion by Edinger, seconded by Adams, to recommend Council approval of Resolution No. 12-027, authorizing the renewal of a Memorandum of Understanding with the Kootenai County Office of Emergency Management for a satellite phone to be used with the Idaho Technical Rescue Team plus the addition of one phone. Motion carried.

**Item 3 Consulting Contract – Police Negotiations
Consent Calendar**

Jon Ingalls, Deputy City Administrator, presented a request for approval of a Third Party Administrator (TPA) Agreement related to Police Association contract negotiations. The staff report submitted stated that over the past several years a City Negotiation Team consisting of the Deputy City Administrator, Finance Director, and Human Resources Director, has negotiated on the City's behalf. However, a perception of conflict was raised regarding the negotiation team receiving the same benefits as an Association. This agreement would establish Nancy Stricklin as a TPA to act on behalf of City Administration regarding Police Association contract negotiations and would eliminate the perception of a conflict.

The staff report further noted that the cost for the professional services is unbudgeted and is estimated to be in the \$8,000 - \$12,000 range. The services would be provided on an hourly basis with an estimation of seventy (70) hours to complete the negotiation process at a rate of \$135.00 per hour.

Mr. Ingalls noted that the council has previously approved the concept of utilizing a Third Party Administrator. He also said that while there might be a little savings involved in that there might be a reduction in staff time used in the negotiation process, it is not the kind of scenario where they just hand the negotiations over to the TPA who lets them know how it turns out. Mr. Ingalls further explained that there could be some tentative agreements along the way, but typically the council would see the agreement as a package product to ratify in the end. Mr. Ingalls did confirm that the TPA could communicate with the council regarding the status of the negotiations at the council's request.

Councilman Kennedy noted that Ms. Stricklin has a tremendous amount of experience and is a former Coeur d'Alene city attorney as well as being well-regarded around the state regarding the topic of labor negotiations. He fully endorses the agreement and noted that it can bring about a better result for both parties. He noted that this is about outside, external eyes to look at new ways to deal with problems that have been around for awhile.

MOTION: Motion by Adams, seconded by Edinger, to recommend Council approval of Resolution No. 12-027, authorizing a Third Party Administrator Agreement with Nancy Stricklin for Police Association contract negotiations. Motion carried.

**Item 4 Protective Custody Holds – Proposed County Facility
Agenda**

Steve Childers, Patrol Captain, along with Barry Black, Kootenai County Chief Criminal Deputy Attorney, and Jai Nelson, Kootenai County Commissioner, presented a request from Kootenai County for a financial commitment of \$5,000 to assist in the financial package the county is submitting for a grant in collaboration with other agencies for a combined Mental Health-Alcohol Detoxification facility.

Captain Childers stated in his staff report that the City of Coeur d'Alene Police Department handles approximately 200+ +/- calls for service related to individuals exhibiting mental health concerns. In some cases these concerns are coupled with the individual being under the influence of alcohol or drugs. Routinely, the City's officers will take the individual into Protective Custody according to Idaho law and then transport to the Kootenai Medical Center where they are held and examined by a professional. When KMC becomes overcrowded and room/bed space is not available, officers must accompany the Kootenai Emergency Medical Services ambulance as they transport the patient to Lewiston. These trips are time consuming and average five trips per year over the past two years, which takes officers off the street and away from other duties. Kootenai County has identified a potential financial assistance source for a combined Mental Health-Alcohol Detoxification facility and is seeking partners to strengthen the application for funding.

Captain Childers further noted in his staff report that the City does not pay for any of the medical expenses for protective custody; however, the City does pay for the officer's time as well as the cost associated with travel, and vehicle maintenance. The recommendation is to partner with Kootenai County for \$5,000 to assist in the financial package the County is submitting. The source of funds would be provided by the savings that would be realized in the police overtime budget.

Captain Childers noted that annually the Police Department spends somewhere between \$20,000 and \$25,000 a year for protective holds. It is hoped that by having a regional facility, it will speed the process up and save on overtime costs.

Councilman Kennedy confirmed that the commitment is just a way to show that the city is supportive of the concept and not an offset for the costs incurred this year. Captain Childers explained that when a protective hold is sent to Lewiston, they normally send two officers along with the transport. He further noted that not all of their cases are sent to Lewiston. The majority stay in Kootenai County, but having a facility with additional space that could get the protective holds in, processed, and cleared out sooner would, hopefully, help the officers get back out on the street.

Commissioner Nelson discussed the other entities involved in the project, including Laurie Weyland from the Panhandle Health District, which serves the five northern counties. The Panhandle Health District would see it as a regional facility and it would be applicable to Panhandle Health's role in mental health. John Ness, the CEO of Kootenai Medical Center, has also been very supportive. In addition, they met a couple of months ago with the Department of Health & Welfare and the Office of Drug Policy in the Governor's Office in the hope that they could obtain some state funding for the project. The Department of Health & Welfare was supportive of pursuing the facility in their budget like the concept of regional support and wanted to know that they had buy-in. Commissioner Nelson said that she wrote a letter to the council and mayor and noted that if they utilize the facility in the model that they are laying out, they could care for the protective holds for about \$173.00 a day in lieu of the thousands that they are spending now. Commissioner Nelson said that Mr. Edmonds from the Department of Health & Welfare wants to see a commitment from the counties and, hopefully, the cities, to send a message to the Governor. She is asking for a letter of commitment and that the funds be allocated should they be successful.

Councilman Edinger asked if the city commits to the \$5,000, are there other cities in the county who will be approached. Commissioner Nelson said that she had approached the City of Post Falls, but noted that the City of Coeur d'Alene has the lion's share of protective holds. The City of Post Falls was requested to provide a lesser amount, but they declined at this time. She also asked the tribe to contribute, and they also declined. Commissioner Nelson did not approach any other cities and noted that her number one goal was first to educate.

Commissioner Nelson said that she appreciated the involvement of the Police Department and Councilman Kennedy and will continue to raise awareness, although she realizes that budgets are tough. She commented that she would like to get some of those allocated dollars at the state level used for projects up here.

Councilman Kennedy said that one of the questions that people have raised is why doesn't the county work with Spokane instead of moving the protective holds further south. Mr. Black said that at one point they had an agreement with Sacred Heart, but they have had cutbacks and changes in administration. In addition, the transportation costs would increase because they would have to bring the protective holds back to Kootenai County for court hearings, etc. Sacred Heart has stopped taking the protective holds altogether at this point. In addition, the county can't legally connect to Spokane and can't make them part of the County's commitment process.

Chief Longo said that Coeur d'Alene, because of the volume of its population, will have more issues in dealing with this particular problem than other cities. They are hoping for a commitment from the City that it supports what the County is doing. Chief Longo noted that there is money in the budget to support the commitment. In regard to funding, if you don't have collaboration and someone else does, you will be bypassed.

Captain Childers confirmed that they would still be required to have an officer present for the holds. If they bring in an involuntary hold, Kootenai Medical Center will try to have the officer in and out within 30 minutes, but it is not always possible. Commissioner Nelson said that part of the model is that they would have more hospital security staff dedicated and will also transport from the emergency department to the facility.

Councilman Adams thanked Commissioner Nelson and Mr. Black for attending the meeting and appreciated that the amount requested was significantly lower than what they had previously talked about. He wondered if this all comes together, whether the state will want them to make the same kind of commitment every year. Commissioner Nelson said that she thinks it will take two or three years until they can get the data to show that they are doing what they want to do. In looking at some other entities that receive funding in southern Idaho, it seems to be that once you get in the state budget, you tend to get reallocated. As a result, she would presume that they would want to see a continued commitment. Councilman Kennedy said that they can never bind a future council, but the problem is not going away. Councilman Adams said that it is trackable amount so they can see how things are going. Captain Childers said that they don't track the overtime at this time but they are putting things in place where they can in the future.

Councilman Edinger asked if this isn't basically a county responsibility. Commissioner Nelson confirmed that it was. Mr. Black said that the costs associated with commitments ultimately falls on the county after all other resources are utilized. The hospital is going to donate the property for the facility and right now seems to be the best opportunity to move forward, especially if they can get state backing for the plan.

Captain Childers said a lot of these protective holds happen after hours. Occasionally you bump heads a little bit and the next thing you know it is stalled. There are a lot of phone calls that take place and you can spend an hour, or three hours, on the telephone trying to make things happen. That is an expense that is really not tracked at all, and hopefully would be something that could be taken care of with a facility like this.

MOTION: Motion by Edinger, seconded by Adams, to recommend Council approval of a financial commitment of \$5,000 to assist in the financial package Kootenai County is submitting for a grant in collaboration with other agencies for a combined Mental Health-Alcohol Detoxification facility.

DISCUSSION: Councilman Kennedy said that the City of Coeur d'Alene has taken the lead on other things in the past, including childcare licensing, and other cities have followed suit. He is hoping that the same thing will happen in this instance and supports the request.

Motion carried.

The meeting adjourned at 12:43 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: June 25, 2012
FROM: Steve Childers, Patrol Captain
SUBJECT: Protective Custody Holds

Decision Point:

To approve a financial request from Kootenai County to help off-set operational and/or building remodel expenses for a combined Mental Health-Alcohol Detoxification facility.

History:

The City of Coeur d'Alene Police Department handles approximately 200+/- calls for service related to individuals exhibiting mental health concerns. In some cases these concerns are coupled with the individual being under the influence of alcohol or drugs. Routinely the City's officers will take the individual into Protective Custody according to Idaho law and then transport to the Kootenai Medical Center (KMC) where they are held and examined by a professional. When KMC becomes overcrowded and room/bed space is not available, officers must accompany the Kootenai Emergency Medical Services ambulance as they transport the patient to Lewiston. These trips are time consuming, an average of five trips per year over the past two years. This takes officers off the street and away from other duties. Often times these trips create additional overtime a financial impact and an officer out of the City. If a facility was made available on or near the hospital and could accommodate the mental commitment/intox patients to reduce the overcrowding at the hospital, an officer would not need to be involved in the transport to Lewiston, allowing them to go back to patrol and protecting the community.

The Kootenai County Commissioners have been very interested in partnering with local jurisdictions within Region One to help build/acquire space to be used as temporary housing/medical space for individuals detained by law enforcement or through an Administrative hold due to mental illness. Law enforcement refers to these individuals as protective custody holds. Grant opportunities have been researched and in one case denied. Kootenai County has identified a potential financial assistance source and is seeking partners to strengthen the application for funding.

Financial Impact:

The City does not pay for any of the medical expense for the protective custody; however the City does pay for the officer's time as well as the cost associated with travel expense and vehicle maintenance. In 2010 the Police Department handled 221 protective custodies, totaling 562.02 hours and \$20,653.11 in wages and benefits. In 2011 the department responded to 191 protective custodies, totaling 654.24 hours and \$25,167.77 in wages and benefits. The recommendation is to partner with Kootenai County for up to \$5,000.00 to assist in the financial package the County is submitting. The source of funds would be provided by the savings that would be realized in the police overtime budget.

Decision Point:

To approve a financial request from Kootenai County to help off-set the operational and/or building remodel expenses for a combined Mental Health-Alcohol Detoxification facility.