

Coeur d'Alene

CITY COUNCIL MEETING

December 1, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
NOVEMBER 17, 2009**

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 November 17, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Deanna Goodlander)	Members of Council Present
Woody McEvers)	
A. J. Al Hassell, III)	
John Bruning)	

Mike Kennedy)	Members of Council Absent
Loren Ron Edinger)	

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

INVOCATION was led by Ron Hunter, Pastor of Church of the Nazarene.

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

PROCLAMATION – HOMELESSNESS AWARENESS WEEK: On behalf of Mayor Bloem, Councilman Bruning read a proclamation proclaiming the week of November 17th as Homelessness Awareness week. Jeff Conroy, Executive Director of St. Vincent de Paul accepted the proclamation for St. Vincent DePaul. Mr. Conroy commented that they originally anticipated 100 people per day using their services and they are now servicing 300 clients per day.

PUBLIC COMMENTS:

Stonecalf Warrior Woman of 1421 North Ninth Street Apt B-4 spoke regarding her complaint of phone calls not being returned in reference to her latest trespassing charge at North Idaho College and asked people to pray for her fleet in Iraq.

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

1. Approval of minutes for Nov. 3, 9, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, November 23rd at 2:30 p.m. and 4:00 p.m. respectively.
3. RESOLUTION 09-044: 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 AWARD OF BID AND APPROVAL OF A CONTRACT WITH H2O WELL SERVICE FOR THE REHABILITATION OF THE PRAIRIE WELL PUMP; APPROVAL OF A FUNDING AGREEMENT WITH HUD FOR CDBG ENTITLEMENT

FUNDING OF PLAN YEAR 2009; APPROVAL OF AN AFFILIATION AGREEMENT WITH SPOKANE COMMUNITY COLLEGE FOR EMT-BASIC STUDENT INTERNSHIP TRAINING; APPROVAL OF AN INTERSTATE MUTUAL AID AGREEMENT WITH SPOKANE / KOOTENAI COUNTY FIRE SERVICE; APPROVAL OF CHANGE ORDER NO. 1 WITH TML FOR WWTP DIGESTER #2 REPAIR; ACCEPTANCE OF DEDICATION OF RIGHT-OF-WAY AND COOPERATIVE AGREEMENT WITH ITD FOR GOLF COURSE ROAD EXTENSION AND AUTHORIZE THE DESTRUCTION OF RECORDS – LEGAL DEPARTMENT.

4. Approval of repayment to the Downtown Association for the cost of upgrades to the electrical system in Sherman Avenue tree wells.
5. Approval of bills as submitted and on file in the Office of the City Clerk.
6. Approval of cemetery lot repurchase from Thomas and Kathleen Kurdy.
7. Setting of Public Hearing amendments to certain fees for December 1, 2009
8. Authorizing the Water Department to purchase a generator.
9. SS-8-09 – Approval of final plat for Bellerive, 3rd Addition

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN BRUNING: Congratulations to four police officers, who not only passed the POST Basic training on November 6th but also received special honors. Those receiving special honors were Bryan Alexander, Jim Doster, Jordan Noble and Nate Petersen. Mayor Bloem commented there were thirteen graduates and all passed which has never happened before.

COUNCILMAN HASSELL: Commendations go to the Street Department for the great job they are doing with the leaf pickup program.

COUNCILMAN GOODLANDER: The KROC Center has received their 200,000th visit not including people attending theatrical and special events, after only six months of operation. They now have 17,000 members and 4,000 membership scholarships have been awarded.

ADMINISTRATOR'S REPORT: Deputy City Administrator, Jon Ingalls reported that POST stands for Peace Officers Safety and Training. The candidates used to have to travel to Meridian Idaho and the North Idaho Academy is a cooperative partnership between North Idaho College, the POST Academy, and local law enforcement. Class President, Nate Petersen was recognized as Top Gun and most outstanding professional, Bryan Alexander received the most outstanding academic award, and top overall student of their class. He also mentioned Tim Martin would discuss the Snow Plan and reminded citizens that the Municipal Code contains a 24 hour maximum time frame for parking on City streets without moving a vehicle. If parked illegally vehicles are tagged, and an attempt is made to contact the owner prior towing after 48 hours. If deemed to be an emergency, cars can be towed immediately. Citizens may report violations to 769-2320 and leave a message

ORDINANCE NO. 3372
COUNCIL BILL NO. 09-1027

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.68.020 AND 5.68.030 TO PROVIDE FOR LICENSING OF CHILD CARE FACILITIES IN ATHLETIC CLUBS AND TO REQUIRE LICENSING OF PARENTS/VOLUNTEERS WORKING IN CHILDCARE FACILITIES ON A REGULAR BASIS AND PROVIDING DEFINITIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by McEvers, to pass the first reading of Council Bill No. 09-1027.

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

Motion by Bruning, seconded by Hassell, to suspend the rules and to adopt Council Bill No. 09-1027 by its having had one reading by title only.

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

2009-2010 SNOW PLAN: Tim Martin, Street Department Superintendent gave a presentation showing slides of issues with plowing and the challenges with the snow plowing in the City. He explained the critical importance of citizens removing boats, trailers, and RVs off the streets before it snows. Graphs were shown depicting the increase in the number of miles plowed versus the decreasing time it is taking to plow using the snow gates. The compromise with the snow gates is that it helps clear driveways but it leaves a berm by mailboxes and they need to be shoveled. There are 240 lane miles plowed in the City. Many need 5-6 passes. The average annual snowfall is 67 inches but the last two years averaged 318.5 inches. 1968-1969 was the prior last major snowfall, in which snowfall was 100 inches less than last year. The completion goal for the entire City is 38 hours. The City uses all means of media for plowing notification, and if a person needs to contact The Street Department Superintendent regarding snow problems, they may email him at snow@cdaid.org. Suggested tips are allow more time, don't expect bare pavement, equip your vehicle properly, avoid unnecessary travel, remove vehicles from streets when plowing, clear sidewalks, and help your neighbors. The City received the Community Quality Award for the implementation of the snow gates in 2005-2006. The schools have been actively involved with Name the Storm contests, Paint the Plows program, and open houses. 2008-2009 winner of Name the Storm was Ocean Bowman, 2009-1010 was Ryan Swallow. Councilman Goodlander gave kudos to the Street Department for their navigational skills. McEvers asked Mr. Martin to comment on the teams that the City uses. Martin explained that teams stay in a designated area year after year with slight changes in the team, to keep expertise and knowledge of certain areas for more effective plowing, and residents can anticipate the pattern year after year.

Motion by Hassell, seconded by Bruning, to approve the 2009-2010 Snow Plan. Motion carried.

SIDEWALK POLICY – UPDATE OF RENEWABLE 5-YEAR SIDEWALK PLAN:

Street Superintendent Tim Martin discussed the Five Year Plan developed by the Abatement Advisory Team consisting of Don Waddell, Russ and Jane Merriman, Kathryn Kincel, Bob McAdams, Robert Royce, Tim Martin and a representative from the Ped/Bike Committee.

The Team moved the priority of repairs of Seventh Street up from the bottom of the list to Fourth position as this is a safe route to school route and close to Phippeny Park. The priority list is 2008-2009 - Third Street 1-90 to Lakeside, 2009-2010 – Lakeside 8th to 15th, Government Way – Harrison to Northwest Blvd. 2010-2011 – Fourth Street, Harrison to 1-90, 2011-2012 – Harrison, Government Way to 15th Street, 2012-2013, 7th Street – Harrison to Lakeside (east), and 2013-2014 Best Avenue to Third Street (west side).

Motion by Hassell, seconded by Bruning, to approve the updates to the renewable 5-year sidewalk plan. Motion carried.

**ORDINANCE NO. 3373
COUNCIL BILL NO. 09-1025**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO C-17L AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 1.5 ACRE PARCEL AT THE NORTHEAST CORNER OF LINCOLN WAY AND EMMA AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by McEvers, to pass the first reading of Council Bill No. 09-1025.

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

Motion by McEvers, seconded by Goodlander, to suspend the rules and to adopt Council Bill No. 09-1025 by having had one reading by title only.

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

PUBLIC HEARING – A-2-09 – ANNEXATION/ZONING OF 5490 N. 4TH STREET:

Mayor Bloem read the rules of order for this public hearing. John Stamsos, Senior Planner gave the staff report.

Mr. Stamsos gave the applicant's name as LDS Church, who is requesting approval of annexation

and an R-3 zoning of the 19,645 square foot parcel located at 5940 N. 4th Street. He noted that the reason for the request is their current water supplier, Hoffman Water District, will be discontinuing water service to their property. He went on to give the staff analyses for land use, neighborhood characteristics, Comprehensive Plan, zoning, and utilities.

On October 13, 2009 the Planning Commission recommended approval of the annexation and the R-3 zoning by a vote of 4 to 1. He also noted that it was recommended that the annexation agreement include the requirement that the property be hooked up to the City's sewer system.

On October 30, 2009 13 notices of tonight's public hearing were mailed to all property owners of records within 300' and 2 responses were received - 0 in favor, 0 opposed, 2 neutral. Written comments were distributed for Council review. McEvers asked if property is on septic and Stamos responded that one of the requirements of annexation is that they are required to connect to the City sewer system. Mayor Bloem asked who is not serviced by City water in that area, and Water Superintendent Jim Markley indicated that the Church directly south of the subject property is serviced by the City but there are some properties south of Hoffman that are still serviced by the Hoffman Water District but all the surrounding property of this location are already on City water. They would be required to pay all current hook-up fees and they will incur some plumbing expenses to connect. East of the property is also on City water.

PUBLIC COMMENTS: Richard Colburn of 3921 Trevino, representing the church spoke regarding the question of why the church is being disconnected from their current water system and he replied that this is a single line servicing the Church with no other connections remaining on that line.

MOTION: Motion by Hassell, seconded by Bruning, to approve the requested annexation and R-3 zoning, to adopt the Findings and Order of the Planning Commission and authorize staff to negotiate an annexation agreement. **ROLL CALL:** Bruning, Aye; Goodlander, Aye; Hassell, Aye; McEvers, Aye. Motion carried.

ADJOURNMENT: Motion by Goodlander, seconded by McEvers, that there being no further business before the Council, this meeting is adjourned. Motion carried.

The meeting adjourned at 7:18 p.m.

Sandi Bloem, Mayor

ATTEST:

Kathy Lewis,
Deputy City Clerk

RESOLUTION NO. 09-046

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 BID AWARD AND APPROVAL OF A CONTRACT WITH GENERAL INDUSTRIES, INC. FOR DIGESTER NO. 4 AND CLARIFIER NO. 1 COATINGS PROJECT; APPROVAL TO CONTINUE THE PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENTS; APPROVAL OF CHANGE ORDER NO. 2 WITH SHANNON INDUSTRIAL CONTRACTORS, INC. FOR THE STORMWATER PUMP STATION REBUILD PROJECT; AND APPROVAL OF AMENDMENT NO. 3 TO THE HAWK'S NEST ANNEXATION AGREEMENT..

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) BID award and approval of a Contract with General Industries, Inc. for Digester No. 4 and Clarifier No. 1 Coatings Project;
- 2) Approval to continue the Professional Services Agreement with J-U-B Engineers, Inc. for Wastewater Collection System Capital Improvements;
- 3) Approval of Change Order No. 2 with Shannon Industrial Contractors, Inc. for the Stormwater Pump Station Rebuild Project;
- 4) Approval of Amendment No. 3 to the Hawk's Nest Annexation Agreement;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" 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 1st day of December, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: December 1, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Award of Bid for Coating of WWTP Digester #4 and Secondary Clarifier #1

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DECISION POINT:

Council approval is requested to declare low bid received from CMEC, Inc. to be non-responsive due to failure to complete the required bid forms and to authorize the proposed agreement with General Industries, Inc. for coating refurbishment of WWTP Digester #4 and Secondary Clarifier #1, for a cost of \$624,661.72.

HISTORY:

Secondary clarifier #1 was constructed in 1984 and digester #4 was constructed in 1994, and due to the corrosive environment, are now in need of coating refurbishment. Coatings are failing and are subjecting the steel structural components to deterioration. The City's wastewater engineering consultant, HDR Engineering contracted with the City to provide specifications and other engineering services for refurbishment of these process structures. Because the plant's total digester volume and total clarifier volume is nearing maximum capacity, coating refurbishment work must be accomplished in the winter months when production of the city's biosolids is at its lowest amount. Both process structures are critically needed, especially in the warmer months beginning in March.

City Council authorized advertisements for bids. Four bids were received, ranging from a low bid of \$573,591 to a high of \$789,440. The engineer's construction cost estimate is a range from \$476,000 to \$634,000 (-10% to +20% accuracy.) The bid forms received from low bidder, CMEC, Inc. were found by staff to include a required form for identification of subcontractors that did not identify the key painting subcontractor. During discussions with the company, it was learned that CMEC had not decided on their choice of two sub-bids from industrial painting contractors at the time of bid. Staff could not complete the review of qualifications, and believes that CMEC intentionally decided to be non-responsive in this regard. Considering this, staff believes that the City Council should declare the low bid to be non-responsive, and that ward of the work be given to second lowest responsive, qualified bidder, General Industries, Inc. The work, critical to the performance of the treatment plant, should begin as soon as possible

FINANCIAL ANALYSIS:

<u>Estimate for Coating Refurbishment on Sec. Clarifier #1 and Digester #4</u>	
City Admin Expenses	5,000
Engineering	\$80,000
Special Inspection	5,000
Contractor Cost, including contingency	624,662
Contingency (5%)	<u>35,733</u>
Total	\$750,395

Funding

The current year FY 2009/10 budget includes \$685,000 for this project. Sufficient reserves exist in the Wastewater Fund for this expense.

DISCUSSION:

Maintenance of the coatings on the metal components of these process structures is necessary to allow the long life expected before total replacement may be necessary. Operation of the treatment plant is dependent on use of these process structures, and very little time out of service is possible. It is critical that the work be accomplished quickly and carefully to assure successful completion in the short time that the operators believe is tolerable. Work on the two large process structures will include removal of some of the contents, dismantling and reassembly of some of the components, tenting and heating, sand blasting and disposal of existing coatings, application of new coatings and insulation, special NACE inspection to assure adequate surface preparation and coverage, and construction of new handrails around the clarifier to satisfy updated building codes.

RECOMMENDATION:

Council approval is requested to declare low bid received from CMEC, Inc. to be non-responsive due to failure to complete the required bid forms and to authorize the proposed agreement with General Industries, Inc. for coating refurbishment of WWTP Digester #4 and Secondary Clarifier #1, for a cost of \$624,661.72.

Attachment

des1366

SECTION 00500

AGREEMENT

THIS AGREEMENT, made and entered into this **1st day of December, 2009**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "**CITY**", and **General Industries, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at **P.O. 13454, Spokane Valley, WA 99213**, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for: **Digester No. 4 and Secondary Clarifier No. 1 Coatings**, according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "**Digester No. 4 and Secondary Clarifier No. 1 Coatings**" and are incorporated herein by reference.

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

The **CONTRACTOR** shall employ appropriate means to prevent accidents and shall save the city harmless from all claims for injury to person or property resulting from the **CONTRACTOR'S** actions or omissions in performance of this agreement. The **CONTRACTOR** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policies shall be filed in the office of the City Clerk.

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

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, the sum of **\$624,661.72** as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CITY** has obtained from the Idaho State Tax Commission a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

The **CONTRACTOR** shall complete all Work related to Secondary Clarifier No. 1 Coatings (coatings only, not including railing replacement) within **sixty (60) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

The **CONTRACTOR** shall complete all Work under this Agreement within **eighty (80) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the Secondary Clarifier No. 1 Coatings (railing replacement excluded) work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from moneys due, **liquidated damages** at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty. In the event the **CONTRACTOR** shall fail to complete all work within the above 80 day time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from moneys due, **liquidated damages** at the rate of \$500.00 per calendar day, which sums shall not be construed as a penalty. These liquidated damages shall be in addition to Secondary Clarifier No. 1 Coatings liquidated damages, if in effect and accruing.

CONTRACTOR shall submit applications for payment in accordance with the General Conditions.

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said CONTRACTOR is liable.

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

The terms "Project Manual" and "Contract Documents" are defined in Section 00700 of the Project Manual, entitled "Standard General Conditions of the Construction Contract".

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

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

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

**CONTRACTOR:
GENERAL INDUSTRIES, INC.**

By: _____
Sandi Bloem, Mayor

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____
**Susan K. Weathers, CMC
City Clerk**

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of December, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

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STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of December, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **General Industries, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**PUBLIC WORKS COMMITTEE STAFF REPORT**

**DATE:** November 23, 2009  
**FROM:** Jim Dunn, Wastewater Project Manager  
**SUBJECT:** Agreement for Professional Engineering Services with J.U.B. Engineers, Inc.

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**DECISION POINT:**

The Council may wish to authorize staff to sign an agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d’Alene, ID 83815, for professional engineering services for the Wastewater Collection System Capital Improvements at a cost not to exceed a total of \$132,000.00.

**HISTORY:**

J.U.B. Engineers completed the 2009 Professional Services Agreement with the City Wastewater Utility for CIPP/Open Trench Sewer Rehabilitation, GIS Upgrades and Inflow Corrective Actions.

We would like to amend the 2009 contract for one (1) additional year to include the same services.

- 1. CIPP/Open Trench Sewer Rehabilitation.
- 2. GIS Upgrades consisting of imputing new sewer infrastructure and updates into the collection system electronic mapping for our Sewer Crew and Map Book.
- 3. Inflow Identification, at this time, has reached its economic value. We would like to continue pursuing corrective actions of the inflow sources identified in past years by eliminating Stormwater flow into the sanitary system.

**FINANCIAL ANALYSIS:**

|                                        |           |                    |
|----------------------------------------|-----------|--------------------|
| CIPP/ Open Trench Sewer Rehabilitation | - - - - - | \$97,000.00        |
| Inflow Identification                  | - - - - - | \$10,000.00        |
| GIS Upgrades                           | - - - - - | <u>\$25,000.00</u> |
|                                        | Total     | \$132,000.00       |

Wastewater Budget for 2009-2010 Sewer replacement/ Collection System Rehabilitation, Inflow Reduction and GIS is \$840,000.00.

**PERFORMANCE ANALYSIS:**

J.U.B. has performed the above task in prior years to Wastewater’s satisfaction.

**RECOMMENDATION:**

The Council may wish to authorize staff to sign an agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d’Alene, ID 83815, for professional engineering services associated with the Wastewater Collection System Capital Improvements at a cost not to exceed \$132,000.00.

**AGREEMENT**

**for**

**PROFESSIONAL SERVICES**

**between**

**CITY OF COEUR D'ALENE**

**and**

**J-U-B ENGINEERS, INC**

**for**

**CITY OF COEUR D'ALENE WASTEWATER UTILITY  
2010 COLLECTION SYSTEM PROJECTS**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of December, 2009 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

**WITNESSETH:**

WHEREAS, The City has collection system projects scheduled for fiscal year 2010 summarized as follows:

- Sanitary sewer rehabilitation project, including cured-in-place pipe (CIPP) rehabilitation and open trench sewer replacements
- GIS Maintenance
- Inflow source identification and elimination

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

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

Section 1. Definitions. In this agreement:

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

B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.

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

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

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

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by December 31, 2010.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of One Hundred Thirty-Two Thousand Dollars and NO / 100 (\$132,000.00).

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the

scope of the services are significantly expanded or modified beyond the tasks identified herein.

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

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

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

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon, after providing Consultant reasonable time to remedy the deficiency, have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

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

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

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

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

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

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

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur

d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

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

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

Section 23. City Held Harmless.

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

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





**ATTACHMENT "A"**

**SCOPE OF SERVICES  
City of Coeur d'Alene Wastewater Utility  
2010 Collection System Projects**

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**TASK 1**

**PIPE REHABILITATION PROJECT - CURED-IN-PLACE-PIPE REHABILITATION AND OPEN TRENCH SEWER REPLACEMENTS**

**Objective**

The purpose of this task is to:

- Develop a bid package for one open trench replacement project, with approximately 664 LF of sanitary sewer.
- Review approximately 3,500 LF of 8- to 12-inch sanitary sewer lines, prioritize the lines for rehabilitation in 2010 or subsequent years, and develop one bid package for approximately 10,000 to 14,000 LF of Cured-in-Place-Pipe (CIPP) rehabilitation.
- Provide bidding support, construction administration, and observation for the CIPP and open trench projects.

**Approach**

CIPP Rehabilitation: ENGINEER will review existing sewer line data to verify service locations, determine what additional closed-circuit television (CCTV) inspection is necessary, field verify pipe sizes for the reaches in question, determine approximate depths to inverts, and evaluate current condition of the main lines and service connections. Preliminary design for the reaches selected by the City for CIPP rehabilitation in 2010 will include a recommendation to the CITY on the type and extent of point repairs needed for CIPP rehabilitation.

Open Trench: Preliminary design will include survey and concept plans and profiles. Final design will develop plans and specifications for construction, submittal for CITY review and approval, and final edits based on review comments from the City and IDEQ, as applicable.

The bidding phase will include advertisement, a pre-bid conference, bid opening, and a bid review and recommendation to the CITY. The construction phase will include

contract administration, construction observation, preparation of record drawings, and project close-out.

The approach will be broken into the following subtasks:

- Prioritization and Preliminary Design
- Final Plans and Specifications
- Contract Bidding and Award
- Construction Administration and Observation
- Project Close-out

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

Task 110 - Prioritization and Preliminary Design (Items 110.02 through 110.07 and 110.16 through 110.22 on the attached Labor-Hour Estimate) Gather, document, and review existing conditions and identify potential construction conflicts. Develop preliminary plans for initial discussion and review by the CITY. The activities are as follows:

- CIPP:
  - Coordinate CCTV inspection of lines identified by the CITY as a top priority for rehabilitation in 2010 and potentially 2011. The CCTV inspection will be performed by others, as coordinated by the CITY.
  - Review video inspection logs and videos of sewer mains identified by the City to determine general pipe condition, identify specific reaches that are suitable for CIPP rehabilitation, and prioritize the lines for rehabilitation based on scoring criteria developed during the 2009 project. It is estimated that approximately 3,500 LF of sanitary sewer will be reviewed as part of this project.
  - Field verify and document existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for the CIPP work.
  - Recommend point repairs necessary prior to CIPP rehabilitation for the CITY's review. Point repairs identified by J-U-B will be performed and/or coordinated by the CITY as necessary to accommodate CIPP rehabilitation.
  - Develop CIPP concept drawings for review with the CITY. The concept plans will indicate those reaches recommended for CIPP rehabilitation and indicate the corresponding prioritization based on a review of the

CCTV inspections and established Scoring System from 2009 and 2010 reviews. Service laterals will not be shown on the concept plans.

- Open Trench:
  - The following sanitary sewer reaches will be considered for construction in 2010 and potentially 2011:
    1. Alley between Wallace Avenue and Indiana Avenue, from 7<sup>th</sup> Street to 8<sup>th</sup> Street (from manhole BUS8-04A to BUS8-06) - approximately 338 LF (*NOTE: Final design for this reach was completed under the 2009 contract. Minor edits and coordination are expected to be necessary to achieve final design for bidding purposes.*)
    2. Alley between Front Avenue and Mullan Avenue, from 12<sup>th</sup> Street to 13<sup>th</sup> Street (from manhole B1-09A to SHR1-07I) - approximately 326 LF
    3. Pine Avenue and 8<sup>th</sup> Street (from manhole M1-08B to M1-11)- approximately 266 LF
    4. Alley between Coeur d'Alene Avenue and Lakeside Avenue, from 3<sup>rd</sup> Street to 4<sup>th</sup> Street - approximately 349 LF
  - Collect topographical survey for open trench Reaches 2, 3, and 4 (above). Survey will include collection of surface improvements within the alleys and streets in the CITY right-of-way for the projects, sanitary sewer locations and depths to inverts, utilities as marked by the utility owners based on a One Call for construction (request to be made by J-U-B), utilities as marked by CITY water and stormwater utilities, and any available property pins within the project area. Property lines will be approximated using the CITY's GIS database and the County Assessor's Map.
  - Develop one concept drawing each for open trench Reaches 2 and 3 only (concept design for Reach 4 will not be completed during this project) based on replacing the existing sanitary sewer main lines (6- or 8- inch) with an 8-inch sanitary sewers along the same alignment, or minor adjustments in alignment, within the existing alleys' extents, and matching inverts. The concept drawings will include a CITY-provided orthophoto of the project area and assessor map.
  - Services will be located at the main line based on closed circuit television (CCTV) performed by others. The laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project.

- Submit a set of the concept drawings to potentially affected utilities and coordinate potential impacts with the projects.
- Review concept drawings and concept opinions of probable cost with the CITY Wastewater Utility for concurrence before proceeding with final design.

Task 110 - Final Plans and Preparing Bid Documents (Items 110.08 through 110.14 and 110.23 through 110.31 on the attached Labor-Hour Estimate) Based on CITY comments from the concept design, the concept drawings will be finalized for bidding purposes in 2010. The activities are as follows:

- The City may chose not to complete final design of portions of the CIPP and Open Trench projects, nor bid and construct those portions in 2010 due to budget constraints. Therefore final design for some elements may not be completed under this project. Re-designing or updating the plans or specifications for bidding and construction in subsequent years or projects will be considered an additional services task.
- CIPP Rehabilitation: Develop bid documents, specifications, and final plans suitable for competitive bidding in 2010 based on CITY comments. Final plans will include service laterals for reinstatement at the sewer main only; one additional set will be provided with a CITY-provided ortho-photo of the project areas for CITY review of lots potentially served by multiple laterals. Since budget may be an issue, contract documents may contain additive alternates in the CIPP project to be awarded if sufficient budget is available.
- Open Trench Replacement: Develop bid documents, technical specifications, and final plans for competitive bidding in 2010. Since budget may be an issue, contract documents may contain alternates to be awarded if sufficient budget is available.
- Conduct internal QC/QA of contract documents.
- Provide Engineer's opinion of probable construction cost for the projects.
- Submit five sets of plans, specifications, and contract documents to the CITY Wastewater Utility for final review and approval. Wastewater will distribute the five copies as necessary to the City Engineering Department, Water Utility, Storm Sewer Utility, and to the IDEQ following a QLPE review.
- Submit one set of Open Trench plans each to potentially affected utilities (communication, power, gas, etc.) for informational purposes.
- Incorporate CITY and IDEQ comments (as applicable) and develop final bid sets.
- Provide 20 sets of final Contract Documents for the CIPP project, including half sized plans (11x17), bid forms, contract forms, and technical specifications.

Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, and interested contractors.

- Provide 20 sets of final Contract Documents for the Open Trench Replacement project, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, affected utilities and interested contractors.

Task 120 - Contract Bidding and Award (Items 120.01 through 120.05 and 120.11 through 120.14 on the attached Labor-Hour Estimate) The CITY will advertise and distribute the final Contract Documents for bidding purposes. ENGINEER will assist during the bidding and award process as follows:

- Conduct one pre-bid meeting at the CITY offices for the CIPP project.
- Conduct one pre-bid meeting at the CITY offices for the open trench project.
- Answer bidders' questions during the bid phase by preparing and issuing Addenda as required to clarify the plans or specifications and as directed by the CITY.
- Assist in bid openings at CITY Hall, review bids as received, prepare a bid summary, and distribute bid summary to all plan holders upon authorization by the CITY. Review bids for responsiveness of the bidders and make recommendations to the CITY for awarding the bid or rejecting all bids.
- Prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by the CITY and assist in the contract award.

Task 120 - Construction Administration (Items 120.06 through 120.09 and 120.15 through 120.18 on the attached Labor-Hour Estimate) Provide administrative and observation support during construction, administration services as needed to finalize the project, and develop record drawings, as required by the CITY. Expected tasks include:

- For the CIPP project, conduct one pre-construction conference with the CITY, Contractor, and other interested parties.
- For the open trench projects, conduct one pre-construction conference with the CITY, Contractor(s), and other interested parties.
- Prepare and distribute an informational flyer, as reviewed and approved by CITY, for the open trench project to impacted homeowners upon City request. Coordinate with CIPP Contractor to verify an informational flyer, as reviewed and approved by CITY, is provided to impacted homeowners prior to beginning construction in the local project areas.

- Interpret the plans and specifications during construction. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
- Provide administration of the construction contract as provided in the General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- Provide construction observation and management services as necessary during construction. General activities include submittal review, requests for information, change order requests, and similar activities. Specific activities include the following:
  - For the open trench project: observation of trenching, bedding, pipe installation, sewer service reconnections, backfill, quality assurance testing performed by the contractor(s), final video reviews, and final surface repair. The construction phase is assumed to occur over a continuous six week period.
  - For the CIPP project: observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspections to verify full reinstatement of services (as applicable). The construction phase is assumed to occur over a continuous six week period.
- Review contractor progress and pay requests, and prepare recommendations to the CITY for progress payments and final payment.
- For each project, schedule a final walk-through to be attended by the CITY, ENGINEER, and Contractors, and develop a tentative list of items to complete the contractor's work.
- Review the lists of items for completion by the Contractors.
- Review final quantities and pay request from the Contractors. Submit final payment recommendations to the CITY for approval.
- Provide two complete sets of hard copy and one electronic copy of Record Drawings for CITY records.

Task 130 - Additional Services The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested, and authorized in writing by the CITY. Such authorization shall also state the negotiated amount and method of compensation by the CITY. When authorized, the ENGINEER will:

- Provide additional construction administration services due to delays in construction as a result of contractor's activities or as requested by CITY, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive.
- Assist the CITY in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Perform boundary survey work.
- Assist the CITY in resolving disputes over bankruptcy or default of the Contractor.
- Assist the CITY as a result of fire, flood, acts of God, legal complaints or default of the Contractor.
- Assist or extend services as a result of strikes, walkouts or other labor disputes, and including acts relating to settlement of minority group problems.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CITY in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the City with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction.
- And other additional services specifically requested by CITY

## CIPP Schedule

The proposed schedule for Task 1 is as follows:

| Task                                                     | Days |
|----------------------------------------------------------|------|
| 110 – Preliminary Design (from Notice to Proceed)        | 45   |
| 110 – Final Design (from approval of Preliminary Design) | 45   |
| 120 – Bidding, Award, and Construction Administration    | *    |
| 130 – Additional Services                                | N/A  |

*\* Dependent on construction schedules developed by the successful bidder*

## Open Trench Schedule

The proposed schedule for Task 1 is as follows:

| Task                                                          | Days |
|---------------------------------------------------------------|------|
| 110 – Utility Locates (start date dependent on snow cover)    | 15   |
| 110 – Preliminary Design (from completion of utility locates) | 45   |
| 110 – Final Design (from approval of Preliminary Design)      | 45   |
| 120 – Bidding, Award, and Construction Administration         | *    |
| 130 – Additional Services                                     | N/A  |

*\* Dependent on construction schedules developed by the successful bidder(s)*

**Compensation:** Compensation for Task 1 will be as follows:

- On a lump sum basis of \$40,400.00 for Preliminary and Final Design.
- On a time and materials basis, using J-U-B's standard billing rates, estimated at \$51,600.00 for Contract Bidding and Award, and Construction Administration.
- On a time and materials basis, using J-U-B's standard billing rates, estimated at \$5,000 for Additional Services.
- A labor-hour estimate is attached as Attachment "B".

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## TASK 2 GIS MAINTENANCE AND CAPITAL PROJECTS

### Objective

The purpose of this task is to continue to update the existing Wastewater GIS database and improve its use and benefits to Coeur d'Alene Wastewater. The current system is used daily and contributes to the management of wastewater assets so periodic training will help the CITY gain the maximum benefit from this asset. Maps and data that make up the current GIS database will need periodic updates as new development occurs.

### Approach

- ENGINEER will provide technical support for software, general GIS requirements, data collection, system troubleshooting, and quality assurance/quality control processes. As required, ENGINEER will also update mapping information as provided by CITY field crews and will help to refine GIS data capture and entry processes.

Task 2.1 Routine Services Aid the CITY in updating and maintaining the existing GIS database. The activities are as follows:

- Technical support phone calls for Software - ArcView, Spatial IM, Mapbook Maker, etc.; GIS - theory, analysis, project design; Data Collection; System troubleshooting; and QC/QA.
- Conduct routine GIS Maintenance. Respond to work orders and digital data from the CITY; Update CAD file with clean information from GIS; QC/QA (by ENGINEER and CITY staff); and update CITY computers with new additions/Orientation City staff (by telephone).
- As directed by CITY, update GIS model with new subdivisions and projects. These tasks include receiving digital or paper as-built data from City; review as-built data and populate database with feature attributes (GIS); update CAD file with clean information from GIS; QC/QA - (by ENGINEER and CITY staff); update City computers with new additions; Orientation of City staff (by telephone), and additional surveying and field data collection using global positioning surveying (GPS) as required.
- Update and provide regular training as requested. Training and support will be available on demand via web meetings (GotoMeeting) or onsite (we estimate 2

onsite training days per year). These tasks include developing work order process and related forms; update metadata (data source, accuracy, date, etc); audit and update GIS library to verify that directories are organized properly; provide GIS training on-site with CITY staff

**Deliverables**

No specific deliverables have been established, other than ongoing updates as noted above.

**Schedule**

Task 2 is on-going and will be conducted over the course of calendar year 2010, as requested.

**Compensation:** On a time and materials basis estimated at \$25,000, using J-U-B's standard billing rates.

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### TASK 3

## INFLOW SOURCE IDENTIFICATION AND ELIMINATION

### Objective

The purpose of this task is to assist the City of Coeur d'Alene with identifying and eliminating sources of inflow into the wastewater collection system. This task will build and expand upon existing modeling and the 2002, 2004, and 2005 Inflow Source Identification Technical Memoranda. To date, an estimated 15 to 16 acres of the approximately 60 acres of impervious area suggested by the hydraulic model calibration as contributing to peak flows have been identified in the previous field investigations. At this juncture, the most obvious inflow sources have been identified and active disconnection of inflow sources is planned in coming years. This task will provide support to the City on an as-needed basis.

### Approach

Inflow source tracing analysis focused on the downtown, mid-town, East Sherman and "M" interceptor in the 2002, 2004, and 2005 projects. The focus of this continuing effort will be on the following items, or others as identified or requested by the City:

- Review and / or prioritization of inflow sources identified in previous years
- Assistance with removal programs to reduce potential inflow sources
- Development of an overall process to continue to identify and remove inflow sources

### Deliverables

No deliverables have been identified at this time for Task 3.

### Schedule

Task 3 is ongoing and will be conducted over the course of calendar year 2010, as requested.

**Compensation:** On a time and materials basis estimated at \$10,000, using J-U-B's standard billing rates.

### **Additional Considerations**

It is mutually agreed by the parties hereto that:

#### Qualified Opinions of Probable Cost

Any opinion of probable construction costs prepared by the ENGINEER represents ENGINEER's judgment as a design professional and is supplied for the general guidance of the CITY. Since the ENGINEER has no control over cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids.

#### Function of On-Site Personnel

The on-site personnel will make reasonable efforts to guard the CITY against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause the ENGINEERS to be responsible for those duties and responsibilities which belong to the Construction Contractor and which include, but are not limited to, full responsibilities for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Full-time observation will be provided when material or construction materials are being installed in the project.

#### ENGINEERS' Evaluation of Subsurface Conditions

In subsurface investigation work and in determining subsurface soil conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. The ENGINEERS will coordinate this work in accordance with generally accepted soils engineering practices and make no other warranties, expressed or implied. It is mutually understood for these projects that the soils are well understood and do not require any soils evaluation. The roles and responsibilities of the ENGINEER will be in accordance with the Idaho Standards for Public Works Construction (ISPWC) Contract Documents.

#### ENGINEERS' Responsibility

The ENGINEER intends to render services under this Agreement in accordance with generally accepted professional practices for the intended use of the PROJECT and makes no other warranty either expressed or implied.

City of Coeur d'Alene Wastewater Utility  
2010 Collection System Projects

LABOR-HOUR ESTIMATE

| Task       | Description                                                                                     | Principal Engineer | Project Manager | Project Engineer | Design / Observation | Drafting   | PLS      | Survey Crew | Clerical  | Subconsultant / Supplies | Task Totals     |
|------------|-------------------------------------------------------------------------------------------------|--------------------|-----------------|------------------|----------------------|------------|----------|-------------|-----------|--------------------------|-----------------|
| <b>110</b> | <b>Preliminary and Final Design</b>                                                             |                    |                 |                  |                      |            |          |             |           |                          |                 |
| 110.01     | <u>CIPP Rehabilitation</u>                                                                      |                    |                 |                  |                      |            |          |             |           |                          |                 |
| 110.02     | Prioritization and Preliminary Design (10,000 to 14,000 LF)                                     |                    |                 |                  |                      |            |          |             |           |                          |                 |
| 110.03     | Manhole condition and pipe size verification (3,500 LF)                                         |                    | 1               | 2                | 6                    |            |          |             |           |                          | \$800           |
| 110.04     | Review CCTV inspection videos (3,500 LF)                                                        |                    | 1               |                  | 8                    |            |          |             |           |                          | \$800           |
| 110.05     | Develop concept drawings for CIPP project; identify point repairs (10,000 to 14,000 LF)         | 1                  | 1               | 2                | 4                    | 8          |          |             |           |                          | \$1,400         |
| 110.06     | Concept Opinion of Probable Cost                                                                |                    |                 | 2                |                      |            |          |             |           |                          | \$200           |
| 110.07     | Concept / progress review with the CITY                                                         |                    | 2               |                  | 2                    |            |          |             | 2         |                          | \$600           |
| 110.08     | Final Design (10,000 to 14,000 LF)                                                              |                    |                 |                  |                      |            |          |             |           |                          |                 |
| 110.09     | General plan preparation                                                                        | 1                  | 2               | 4                | 8                    | 40         |          |             |           |                          | \$4,300         |
| 110.10     | Specifications                                                                                  |                    | 4               | 8                | 2                    |            |          |             | 4         |                          | \$1,800         |
| 110.11     | Opinion of Probable Cost                                                                        |                    | 1               | 4                | 4                    |            |          |             |           |                          | \$800           |
| 110.12     | Review with the CITY                                                                            |                    | 2               |                  | 2                    |            |          |             |           |                          | \$500           |
| 110.13     | QC/QA review                                                                                    | 2                  | 2               |                  |                      |            |          |             |           |                          | \$700           |
| 110.14     | Final Plans and Bid Documents                                                                   |                    | 4               |                  | 4                    | 8          |          |             | 12        | \$100                    | \$2,600         |
| 110.15     | <u>Open Trench:</u>                                                                             |                    |                 |                  |                      |            |          |             |           |                          |                 |
| 110.16     | Preliminary Design (941 LF of 8-inch Sanitary Sewer)                                            |                    |                 |                  |                      |            |          |             |           |                          |                 |
| 110.17     | Topographical survey (three reaches at 941 LF total)                                            |                    | 1               | 2                |                      | 8          | 8        | 40          |           |                          | \$8,100         |
| 110.18     | Utility coordination and locates (three reaches at 941 LF total)                                |                    |                 | 2                | 4                    |            |          |             |           |                          | \$500           |
| 110.19     | Basemap preparation (three reaches at 941 LF total)                                             |                    |                 | 2                | 8                    | 32         |          |             |           |                          | \$3,100         |
| 110.20     | Concept development (two reaches at 592 LF total)                                               | 1                  | 2               |                  | 16                   | 16         |          |             |           |                          | \$2,900         |
| 110.21     | Concept opinion of probable cost                                                                |                    | 1               | 2                | 2                    |            |          |             |           |                          | \$500           |
| 110.22     | Concept review with the CITY                                                                    |                    | 2               |                  | 2                    |            |          |             | 2         |                          | \$600           |
| 110.23     | Final Design (664 LF of 8-inch Sanitary Sewer)                                                  |                    |                 |                  |                      |            |          |             |           |                          |                 |
| 110.24     | General plan preparation: BUS8-04A to BUS8-06 (338 LF) - FINAL DESIGN COMPLETED IN 2009 PROJECT |                    | 1               |                  |                      | 4          |          |             |           |                          | \$400           |
| 110.25     | General plan preparation: B1-09A to SHR1-071 (326 LF)                                           | 1                  | 2               | 4                | 12                   | 16         |          |             |           |                          | \$3,000         |
| 110.26     | General plan preparation: M1-08B to M1-11 (266 LF)                                              |                    |                 |                  |                      |            |          |             |           |                          | \$0             |
| 110.27     | General plan preparation: BUS2-02A to BUS4-01 (338 LF)                                          |                    |                 |                  |                      |            |          |             |           |                          | \$0             |
| 110.28     | Specifications                                                                                  | 1                  | 4               | 8                | 4                    |            |          |             | 4         |                          | \$2,200         |
| 110.29     | Opinion of Probable Cost and Review with the CITY                                               |                    | 2               | 4                | 4                    |            |          |             |           |                          | \$1,000         |
| 110.30     | QC/QA review                                                                                    | 4                  | 4               |                  |                      |            |          |             |           |                          | \$1,400         |
| 110.31     | Final Plans and Bid Documents                                                                   |                    | 2               | 4                | 8                    | 12         |          |             |           | \$100                    | \$2,200         |
|            | <b>SUBTOTAL</b>                                                                                 | <b>11</b>          | <b>41</b>       | <b>50</b>        | <b>100</b>           | <b>144</b> | <b>8</b> | <b>40</b>   | <b>24</b> | <b>\$200</b>             | <b>\$40,400</b> |

City of Coeur d'Alene Wastewater Utility  
2010 Collection System Projects

LABOR-HOUR ESTIMATE

| Task                         | Description                                                       | Principal Engineer                          | Project Manager | Project Engineer | Design / Observation | Drafting | PLS | Survey Crew | Clerical | Subconsultant / Supplies | Task Totals     |
|------------------------------|-------------------------------------------------------------------|---------------------------------------------|-----------------|------------------|----------------------|----------|-----|-------------|----------|--------------------------|-----------------|
| <b>120</b>                   | <b>Bidding through Construction</b>                               |                                             |                 |                  |                      |          |     |             |          |                          |                 |
| 120.01                       | CIPP                                                              |                                             |                 |                  |                      |          |     |             |          |                          |                 |
| 120.02                       | Bid advertisement/contractor coordination                         |                                             | 1               | 2                |                      |          |     |             | 2        |                          | \$500           |
| 120.03                       | Pre-bid meeting                                                   | <i>no pre-bid meeting will be conducted</i> |                 |                  |                      |          |     |             |          |                          | \$0             |
| 120.04                       | Bid management (questions and addenda)                            |                                             | 2               |                  | 4                    |          |     |             | 4        |                          | \$1,000         |
| 120.05                       | Bid opening and contract award                                    | 1                                           | 2               | 4                |                      |          |     |             | 4        |                          | \$1,200         |
| 120.06                       | Pre-construction meeting                                          |                                             | 4               |                  | 4                    |          |     |             |          |                          | \$900           |
| 120.07                       | Construction Management (8 weeks construction, plus close out)    | 2                                           | 8               | 16               |                      |          |     |             | 8        |                          | \$3,700         |
| 120.08                       | Observation (approx. 350 LF / day, 4 hrs / day)                   |                                             |                 |                  | 160                  |          |     |             |          |                          | \$13,300        |
| 120.09                       | Record drawings                                                   |                                             | 2               | 4                | 16                   | 8        |     |             |          | \$250                    | \$2,800         |
| 120.10                       | Open Trench                                                       |                                             |                 |                  |                      |          |     |             |          |                          |                 |
| 120.11                       | Bid advertisement/contractor coordination                         |                                             | 1               | 4                |                      |          |     |             | 2        |                          | \$700           |
| 120.12                       | Pre-bid meeting                                                   |                                             | 4               |                  | 4                    |          |     |             |          |                          | \$900           |
| 120.13                       | Bid management (questions and addenda)                            |                                             | 2               | 4                | 4                    |          |     |             | 4        |                          | \$1,300         |
| 120.14                       | Bid opening and contract award                                    | 1                                           | 2               | 4                |                      |          |     |             | 4        |                          | \$1,200         |
| 120.15                       | Pre-construction meeting                                          |                                             | 2               |                  | 4                    |          |     |             |          |                          | \$600           |
| 120.16                       | Construction Management (4 weeks of construction, plus close out) | 1                                           | 8               | 32               |                      |          |     |             | 8        |                          | \$4,800         |
| 120.17                       | Observation (8 hrs/day, 4 weeks) and Surveying                    |                                             |                 |                  | 160                  |          | 4   | 16          |          | \$250                    | \$16,600        |
| 120.18                       | Record drawings                                                   |                                             | 2               | 4                | 8                    | 12       |     |             |          |                          | \$2,100         |
|                              | SUBTOTAL                                                          | 2                                           | 21              | 48               | 180                  | 12       | 4   | 16          | 18       | \$ 250                   | \$51,600        |
| <b>130</b>                   | <b>Additional Services</b>                                        |                                             |                 |                  |                      |          |     |             |          |                          |                 |
| 130.01                       | As Requested                                                      |                                             |                 |                  |                      |          |     |             |          |                          | \$5,000         |
| <b>TOTAL</b>                 |                                                                   |                                             |                 |                  |                      |          |     |             |          |                          | <b>\$97,000</b> |
| Preliminary and Final Design |                                                                   |                                             |                 |                  |                      |          |     |             |          |                          | <b>\$40,400</b> |
| Bidding through Construction |                                                                   |                                             |                 |                  |                      |          |     |             |          |                          | <b>\$51,600</b> |
| Additional Services          |                                                                   |                                             |                 |                  |                      |          |     |             |          |                          | <b>\$5,000</b>  |

**Public Works Committee  
Staff Report**

To: Public Works Committee  
From: H. Sid Fredrickson, Wastewater Supt.  
Date: November 23, 2009  
Subj: Change Order # 2 for Stormwater Pump Station

---

**DECISION POINT:** Council is requested to approve Change Order # 2 for the Stormwater Pump Station rebuild project for the amount of \$3,066.00.

**HISTORY:** Council has previously approved the rebuild of the stormwater pump station on the wastewater treatment plant grounds. Change Order Number One was a city requested add-on for heavier wires from the generator to the transfer switch.

**FINANCIAL ANALYSIS:** Change Order # 2 has 2 parts, both were city requested.

- New 200 amp breaker as the city furnished one was defective - \$2500
- New transformer that allows the control circuit to run from the generator - \$566.00

Total for this change order is #3,066.00.

Total project construction cost \$193,232.00

**PERFORMANCE ANALYSIS:** The requested changes were necessary for proper operation of the pump station. As can be noted in the attached documents, Shannon Electrical charged Shannon Industrial \$3,449.14 for the breaker. Because the project manager, Andy Hander, asked for an early approval from me to prevent delay of the work, he quoted me \$2500. He is honoring that price.

**DECISION POINT:** Council is requested to approve Change Order # 2 for the Stormwater Pump Station rebuild project for the amount of \$3,066.00.

**CHANGE ORDER**

TWO (2)

DATE OF ISSUANCE: September 24, 2009

EFFECTIVE DATE: September 24, 2009

PROJECT: 2009 Wastewater Treatment Plant - Stormwater Lift Station Upgrade  
 OWNER: City of Coeur d'Alene  
 OWNER's Contract No.  
 CONTRACTOR: Shannon Industrial Contractors, Inc.  
 ENGINEER: J-U-B ENGINEERS, Inc. ENGINEER's Contract No.: 20-08-021

*You are directed to make the following changes in the Contract Documents*

**Description:**

- 2-1 Add new 200-Amp Circuit Breaker due to failure of existing Bucket  
**Increase in Contract Price of \$2,500.00**  
 2-2 Add a Transformer to Run the Controls relative to the Generator  
**Increase in Contract Price of \$566.00**

**Reasons for Change Order:****Attachments: (List documents supporting change):**

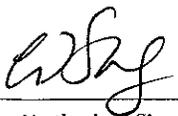
- 2-1 - See attached documentation from Shannon Industrial (5 Pages)  
 2-2 - See attached documentation from Shannon Industrial (4 Pages)

| CHANGE IN CONTRACT PRICE:                                                  | CHANGE IN CONTRACT TIMES:                                                                        |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Original Contract Price<br><br>\$188,398.00                                | Original Contract Times<br><br>Final Completion: <u>150 Calendar Days</u>                        |
| Net changes from previous Change Orders No. -0- to No. 1<br><br>\$1,768.00 | Net changes from previous Change Orders No. -0- to No. 1<br><br>_____                            |
| Contract Price prior to this Change Order<br><br>\$190,166.00              | Contract Times prior to this Change Order<br><br>Final Completion: <u>150 Calendar Days</u>      |
| Net Increase/Decrease of this Change Order<br><br>\$3,066.00               | Net Increase (decrease) of this Change Order<br><br><u>0 Calendar Days</u>                       |
| Contract Price with all approved Change Orders<br><br>\$193,232.00         | Contract Times with all approved Change Orders<br><br>Final Completion: <u>150 Calendar Days</u> |

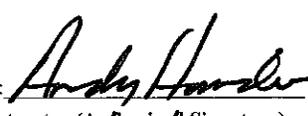
RECOMMENDED:

APPROVED:

ACCEPTED:

BY: 

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

BY: 

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

DATE: 9/24/09

DATE: \_\_\_\_\_

DATE: 10/8/09

CO#2-1 1/5



**Shannon Industrial Contractors, Inc.**

---

PO Box 3886 ♦ 2301 E. Coeur d' Alene Ave. ♦ Coeur d' Alene, ID 83816  
Phone: 208-765-2403 ♦ Fax: 208-765-8873 ♦ Email: Industrial@ShannonCompanies.net

August 31, 2009

City of Coeur d' Alene Wastewater  
710 E Mullan Ave  
Coeur d'Alene, ID 83814

Attn: Sid Fredrickson

RE: Coeur d' Alene WWTP – Storm Water Lift Station  
Unanticipated Cost #02

Dear Sid,

As discussed, the cost to add a new 200-amp circuit breaker due to the failure of the existing bucket is \$2,500.

Please call if you have any questions.

Sincerely,

**Shannon Industrial Contractors, Inc.**



**Andy Hander**  
Project Manager

AH/ri

2/5

**Ginni Lenz**

---

**From:** Shannon Industrial [industrial@shannoncompanies.net]  
**Sent:** Wednesday, September 23, 2009 1:43 PM  
**To:** Levi Shoolroy  
**Subject:** Re: FW: See attached unanticipated costs

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Levi,  
Please stay with the \$2,500 price per the 8/31/09 letter.

Rachel For Andy Hander

---

Rachel Irish

Shannon Industrial Contractors, Inc.  
PO Box 3886  
2301 E. Coeur d Alene Ave.  
Coeur d Alene, ID 83814  
208-765-2403 Fax 208-765-8873  
[industrial@ShannonCompanies.net](mailto:industrial@ShannonCompanies.net)

Levi Shoolroy wrote:

- > As I recall, we requested clarification on Item 02 (attached) since
- > Andy's cost was lower than Shannon Electric's breakdown. We have not
- > received clarification on this item and therefore have not prepared
- > the change order paperwork.
- >
- > Please review your costs and resubmit.
- >
- > Thanks,
- >
- > Levi
- >
- > -----Original Message-----
- > From: FREDRICKSON, SID [mailto:SIDF@cdaid.org]
- > Sent: Thursday, September 03, 2009 11:36 AM
- > To: Levi Shoolroy
- > Cc: Shannon Industrial
- > Subject: FW: See attached unanticipated costs
- >
- > Levi,
- >
- > Please prepare a change order for these Items and I will process.
- > Thanks,
- >
- > H. Sid Fredrickson
- > Wastewater Supt.
- > City of Coeur d'Alene
- > 710 E. Mullan Ave.
- > Coeur d'Alene, ID 83814



August 18, 2009

Shannon Industrial Contractors, Inc.  
P.O. Box 3886  
Coeur d'Alene, ID 83816-3886  
Attn.: Andy Hander  
RE: CDA WWTP, Storm Water

**Shannon Electric, Inc. Change Order CP-003**

**Scope:** Due to existing breakers being defective, Shannon Electric, Inc. is installing a new 200 Amp Enclosed Circuit Breaker with feeder/wiring to tap existing MCC main bussing.

**Recap (See Breakdown)**

|                             |                   |
|-----------------------------|-------------------|
| Labor (17.24 hrs x \$48.00) | \$ 827.52         |
| Materials                   | 2,048.80          |
| Tax on Materials            | <u>122.93</u>     |
| Subtotal                    | \$2,999.25        |
| 15% Overhead & Profit       | <u>449.89</u>     |
| <b>Total</b>                | <b>\$3,449.14</b> |

**Excludes:** Cut, patch, paint, Engineering, Bond, Premium Time, temporary systems, control wiring.  
New unit to be located as directed by Plant Supervisor.

Sincerely,

**Shannon Electric, Inc.**

Mike Kelly  
President

MK/ds  
Cc: Isaac W. – Office, Mark M. – Field, Job File  
Attachments: (1) CP003 takeoff sheet

**Shannon Electric, Inc.**  
P.O. Box 325 Coeur d' Alene, Idaho 83816-0325  
(208) 667-6925 Fax (208) 765-8873 Electric@ShannonCompanies.net  
Idaho Public Works 17037-U-1-3-4 (16000, 16800, 15400, 15600)  
Idaho Electrical Contractor C35609 Washington Electrical Contractor #SHANNEI917DW



# Shannon Electric, Inc.

P.O. Box 325  
 Coeur d'Alene, Idaho 83816-0036  
 Phone (208) 667-6925 Fax (208) 765-8873  
 (Cell) Mike 208 818 2132

Job Name STORMWATER  
 Date 08-17-09  
 Drawing Sheet # NA  
 Change Order # CP-

| Labor Est.                                                                                                                                                                  | Labor Unit | Quan | Size | Description                                                                                       | Material Unit    | Estimation |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------|------|---------------------------------------------------------------------------------------------------|------------------|------------|
| <b>SCOPE: DUE TO OWNER PROVIDES BREAKER BEING DEFECTIVE, SHANNON ELECTRIC HAD TO PURCHASE/REMOTE MOUNT NEW ENCLOSED CIRCUIT BREAKER. ALSO NEED BUS TAP/SHORT SHUT DOWN.</b> |            |      |      |                                                                                                   |                  |            |
| 3 00                                                                                                                                                                        | 3"         | 1    | *    | 200A ADJUST TRIP 480VOLT<br>3 PHASE 3WIRE NEMA-1 ENCLOSURE<br>ENCLOSED BREAKER. 35,000 AIC RATED. | QUOTE            | 1476 00    |
|                                                                                                                                                                             |            |      |      | AIR FREIGHT / DELIVERY                                                                            |                  | INCL       |
|                                                                                                                                                                             |            |      |      | EXPEDITED PROCUREMENT (SCHEDULE)                                                                  |                  |            |
| 1 50                                                                                                                                                                        | 750        | 20   |      | 2 1/2 PVC (SCH 80)                                                                                | 127 10           | 25 42      |
| .66                                                                                                                                                                         | .22        | 3    |      | 2 1/2 PVC SWEEP                                                                                   | 6 16             | 18 48      |
| .80                                                                                                                                                                         | .40        | 2    |      | 2 1/2 PVC T-COND W/ LB                                                                            | 11 85            | 23 70      |
| 1 00                                                                                                                                                                        | .20        | 5    |      | SUPPORTS / HANGERS                                                                                | 3 50             | 17 50      |
| .26                                                                                                                                                                         | .13        | 2    |      | 2 1/2 COND BRACKETING                                                                             | 7 75             | 15 50      |
| 6 12                                                                                                                                                                        | 34"        | 180  |      | 4/0 THIN CU WIRE                                                                                  | 2440 00          | 439 20     |
| 3 00                                                                                                                                                                        | 1"         | 3    |      | TAP EXIST BUSS, DRILL HOLE,<br>LUB, 1/2 BOLT, HARDWARE                                            | 11 00            | 33 00      |
| .90                                                                                                                                                                         | .30        | 3    |      | TORQUE, TAPE, INSTALL D. FRONTS, ETC                                                              |                  |            |
| 17 24                                                                                                                                                                       |            |      |      | ← XFER COSTS TO RECAP SHT →                                                                       |                  | 2048 80    |
|                                                                                                                                                                             |            |      |      | • SEE RECAP FOR NOTES, LIMITS, ETC                                                                |                  |            |
| LABOR TOTALS                                                                                                                                                                |            |      |      |                                                                                                   | MATERIALS TOTALS |            |

5/5



# Purchase Order

ORDER NO.

1469

SHANNON INC.

P.O. Box 325

Coeur d'Alene, Idaho 83816-0325

Phone: (208) 667-6925

Fax: (208) 765-8873

Job No: 09001E

Job Code:

TO Crescent Supply SHIP TO \_\_\_\_\_  
 ADDRESS SPOKANE BLVD ADDRESS SHANNON OFFICE BLDG.  
 CITY Almo, Doot Morris CITY M. Kelly

FOR SPRINKLER DATE REQUIRED ASAP TERMS Std HOW SHIP Prepaid Air DATE 8-17-09

| QUANTITY ORDERED | PLEASE SUPPLY ITEMS LISTED BELOW   | O&M REQ. | UNIT PRICE | TOTAL   |
|------------------|------------------------------------|----------|------------|---------|
| 1                |                                    |          |            |         |
| 2                |                                    |          |            |         |
| 3                | 1 Enclosed Circuit Breaker —       |          |            | 1476.00 |
| 4                | NEMA 1 enclosure — (G.E. or equiv) |          |            |         |
| 5                | 200 A ADJ TRIP                     |          |            |         |
| 6                | 35,000 AIR RATING                  |          |            |         |
| 7                | 480 Volt 3 @ 3 wire (WYE)          |          |            |         |
| 8                | No Neutral                         |          |            |         |
| 9                |                                    |          |            |         |
| 10               |                                    |          |            |         |
| 11               | 1 Air Freight TO HAVE TO SHANNON   |          |            |         |
| 12               | By 8-18 AM                         |          |            |         |
| 13               |                                    |          |            |         |
| 14               |                                    |          |            |         |
| 15               |                                    |          |            |         |
| 16               |                                    |          |            |         |
| 17               |                                    |          |            |         |
| 18               | Release ASAP!                      |          |            |         |
| 19               | Air Freight !!                     |          |            |         |
| 20               | To Arrive Tues AM 8-18-09 !!!      |          |            |         |
| 21               | URGENTLY NEEDED !!                 |          |            |         |
| 22               |                                    |          |            |         |

TOTAL - Lot. 1476.00

**IMPORTANT** ITEMS WITH A CHECK IN O&M BOX REQUIRE OPERATION & MAINTENANCE DOCUMENTS

OUR ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, ETC.  
 PROVIDE ALL PRODUCTS PER CONTRACT DOCUMENTS.  
 PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.  
 SEE REVERSE SIDE FOR TERMS & CONDITIONS.

*M. Kelly*  
 8/17/09 PURCHASING AGENT

CO#22 1/4

**Shannon Industrial Contractors, Inc.**

PO Box 3886 ♦ 2301 E. Coeur d' Alene Ave. ♦ Coeur d' Alene, ID 83816  
Phone: 208-765-2403 ♦ Fax: 208-765-8873 ♦ Email: Industrial@ShannonCompanies.net

August 31, 2009

City of Coeur d' Alene Wastewater  
710 E Mullan Ave  
Coeur d'Alene, ID 83814

Attn: Sid Fredrickson

RE: Coeur d' Alene WWTP – Storm Water Lift Station  
Unanticipated Cost #03

Dear Sid,

The cost to add a transformer in order to run the controls relative to the generator is \$566.

|                                            |                 |
|--------------------------------------------|-----------------|
| Shannon Electric, Inc.                     | \$526.00        |
| Shannon Industrial Contractors, Inc. O & P | 26.00           |
| Bond/Insurance                             | <u>\$14.00</u>  |
| <b>Total</b>                               | <b>\$566.00</b> |

Please call if you have any questions.

Sincerely,

**Shannon Industrial Contractors, Inc.**



**Andy Hander**  
Project Manager

AH/ri

2/4



August 27, 2009

Shannon Industrial Contractors, Inc.  
P.O. Box 3886  
Coeur d'Alene, ID 83816-3886  
Attn.: Andy Hander  
RE: CDA WWTP, Storm Water

**Shannon Electric, Inc. Change Order CP-004**

**Scope:** Add transformer at control panel for backup power/emergency. (As directed by owner onsite.)

**Recap of Costs (See Breakdown)**

|                            |                 |
|----------------------------|-----------------|
| Labor (2.50 hrs x \$48.00) | \$ 120.00       |
| Materials                  | 318.00          |
| Tax on Materials           | 19.08           |
| Subtotal                   | \$457.08        |
| 15% Overhead & Profit      | 68.57           |
| <b>Total</b>               | <b>\$525.65</b> |

**Excludes:** paint, patch, premium time, utility fees, bond, concrete, engineering.

Sincerely,

**Shannon Electric, Inc.**

Mike Kelly  
President

MK/cw

Cc: Isaac W. – Office, Mark M. – Field, Job File

Attachments: (1) CP004 takeoff sheet

**Shannon Electric, Inc.**  
P.O. Box 325 Coeur d' Alene, Idaho 83816-0325  
(208) 667-6925 Fax (208) 765-8873 Electric@ShannonCompanies.net  
Idaho Public Works 17037-U-1-3-4 (16000, 16800, 15400, 15600)  
Idaho Electrical Contractor C35609 Washington Electrical Contractor #SHANNEN17DW



4/4



# Purchase Order

ORDER NO.

1490

SHANNON INC.  
P.O. Box 325  
Coeur d'Alene, Idaho 83816-0325  
Phone: (208) 667-6925  
Fax: (208) 765-8873

Job No: 09001E  
Job Code:

TO GRAINGER SHIP TO \_\_\_\_\_  
ADDRESS (Spokane) ADDRESS Stop CDA  
CITY \_\_\_\_\_ CITY \_\_\_\_\_

FOR STORM WATER DATE REQUIRED ASAP TERMS Std HOW SHIP UPS DATE 8/24/09

| QUANTITY ORDERED | PLEASE SUPPLY ITEMS LISTED BELOW | O&M REQ. | UNIT PRICE | TOTAL  |
|------------------|----------------------------------|----------|------------|--------|
| 1                |                                  |          |            |        |
| 2                |                                  |          |            |        |
| 3                |                                  |          |            |        |
| 4                |                                  |          |            |        |
| 5                |                                  |          |            |        |
| 6                |                                  |          |            |        |
| 7                | 1 4R902 Xfoamer -                |          | 302.00     | 302.00 |
| 8                | SQUARE D 1000 YA 480-120         |          |            | +      |
| 9                | DELIVERY TO CDA FROM COAST       |          | —          | 16.00  |
| 10               |                                  |          |            |        |
| 11               |                                  |          |            |        |
| 12               |                                  |          |            |        |
| 13               |                                  |          |            | 318.00 |
| 14               |                                  |          |            |        |
| 15               |                                  |          |            |        |
| 16               |                                  |          |            |        |
| 17               |                                  |          |            |        |
| 18               |                                  |          |            |        |
| 19               |                                  |          |            |        |
| 20               |                                  |          |            |        |
| 21               |                                  |          |            |        |
| 22               |                                  |          |            |        |

SHIP OUT ASAP

**IMPORTANT** ITEMS WITH A CHECK IN O&M BOX REQUIRE OPERATION & MAINTENANCE DOCUMENTS

OUR ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, ETC.  
 PROVIDE ALL PRODUCTS PER CONTRACT DOCUMENTS.  
 PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.  
 SEE REVERSE SIDE FOR TERMS & CONDITIONS.

*M. P. Kelly*  
PURCHASING AGENT

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

DATE: November 23, 2009

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Approval of Amendment 3 to Hawk's Nest Annexation Agreement.

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**DECISION POINT:**

Approve the third amendment to the Hawk's Nest Annexation Agreement.

**HISTORY:**

City staff is currently working with the developer of the Hawk's Nest subdivision to review and approve phase 4B of the Hawk's Nest plat. The developer has largely completed the necessary infrastructure for phase 4B but a portion of Carrington Lane that lies within phase 4B has not been completed. Because of the time of year and the constrained lending environment from banks, the developer cannot complete Carrington Lane until next spring. The developer has worked with their lenders and City staff to find a way to allow the developer to complete the phase 4B plat and build Carrington Lane next spring. In order to accomplish this, the developer will need to delay the payment of the annexations fees due prior to City Council approval of the final plat until after Carrington Lane is completed next spring.

**FINANCIAL ANALYSIS:**

The annexation agreement for Hawk's Nest calls for the developer to pay \$47,250.00 (\$750 x 63 lots) in annexation fees at the time of final plat approval for phase 4B. With the exception of Carrington Lane, the developer is close to asking for final plat approval for phase 4B. However, Carrington Lane must either be built or bonded for prior to final plat approval. The onset of winter will not allow the developer to complete Carrington Lane until next spring. Further, the banking crisis is preventing the developer for obtaining traditional bonding to guarantee the completion of Carrington. As such, the developer will not be able to complete the final plat of phase 4B until next spring unless an alternate way of providing security for the completion of Carrington Lane is found. Staff has worked with the developer and their lenders to solve this issue. Delaying payment of the annexation fees will allow the developer to obtain the necessary security required by the City. Without the amendment, the City still will not receive the required annexation fees until next spring because the payment is tied to the final plat of phase 4B and the developer will not be able to complete the requirements for the final plat of phase 4B until that time. The proposed amendment allows the developer to complete the phase by providing the City the required security and calls for payment of the annexation fees when the security is released or no later than July 30, 2010 in any event. Staff believes this amendment provides the City with adequate security that Carrington Lane will be built and that the required annexation fees will be paid.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

The developer has indicated that these lots are designated for homes with a lower price point, which are the lots that are still selling in this economy and that their inventory of this lower price point lot will expire before the end of winter. As such, the proposed amendment will allow the developer to finalize the plat for phase 4B and release those lots for construction, which will help keep the builders employees and subcontractors working through the winter.

**DECISION POINT/RECOMMENDATION:**

Approve the third amendment to the Hawk's Nest Annexation Agreement.

**AMENDMENT 3  
TO  
ANNEXATION AGREEMENT BETWEEN  
CITY OF COEUR D'ALENE AND HAYDEN L.L.C.**

**RECORDED AS INSTRUMENT # I 2047901000 ON AUGUST 4, 2006.**

WHEREAS, The above parties entered into an Annexation Agreement on July 18<sup>th</sup>, 2006, adopted pursuant to Resolution No. 06-049, governing the annexation of a certain parcel of real property located south of the Landings Subdivision between Huetter and Atlas Roads into the City of Coeur d'Alene ("City"); and

WHEREAS, The Annexation Agreement was amended by the parties on February 20<sup>th</sup>, 2007 (Instrument # I 2084415000) and again on September 4, 2007 (Instrument # I 2125769000); and

WHEREAS, the parties again desire to amend the Annexation Agreement to adjust the scheduled payment of annexation fees in order to allow Hayden L.L.C. ("Owner") to complete necessary infrastructure improvements.

THEREFORE, the parties mutually agree to amend the Annexation Agreement as follows:

**1. Article VI: Fees:**

Article VI, Section 6.4 is amended to read as follows:

6.4. Payment of annexation fees: Owner will pay the required annexation fee for each lot contained in each final plat prior to the date of Council approval of the final plat(s) for this property. Provided however, that the annexation fees for the lots contained in Phase IV-B on the attached Exhibit 1, which by this reference is incorporated herein, shall be due and payable to the City no later than July 30, 2010 rather than prior to Council approval of the final plat for Phase IV-B. The parties specifically agree that the sole purpose for the extension of the payment deadline for the annexation fees for Phase IV-B is to facilitate the Owner's ability to post security for the completion of that portion of Carrington Lane that lies within Phase IV-B. The parties further agree that, if any part of the security posted by the Owner for Phase IV-B is cash or a cash equivalent held by the City, that upon completion and acceptance of that portion of Carrington Lane lying within Phase IV-B, the City will refund only that portion of the security that exceeds the annexation fees for Phase IV-B and the Owner will be obligated to pay any remaining annexation fees for Phase IV-B, if any, by the date set forth above.

**2. No Further Modification of the Annexation Agreement:**

The parties agree that the Annexation Agreement, as herein amended, remains in full force and effect and that this amendment to the Annexation Agreement between the parties does not amend or alter any other right or obligation of either party under the Annexation Agreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and the Owner have caused the same to be executed.

DATED THIS 3<sup>rd</sup> day of December, 2009.

**CITY OF COEUR D'ALENE**

**OWNER**

By: \_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_  
Tim A. Mueller, Managing Member  
Hayden, LLC

**ATTEST:**

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

\*\*\*\*\*

STATE OF IDAHO     )  
                                  ) ss.  
County of Kootenai     )

On this 1<sup>st</sup> day of December, 2009, before me, a Notary Public, personally appeared Sandi **Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO     )  
                                          ) ss.  
County of Kootenai    )

On this \_\_\_\_\_ day of December, 2009, before me, a Notary Public, personally appeared **Tim A. Mueller**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily executed the same.

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

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



## MEMORANDUM

DATE: December 1, 2009

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR

RE: POLICE ASSOCIATION AGREEMENT

---

### **DECISION POINT:**

The Council is requested to approve the proposed negotiated Police Association Agreement establishing a two year contract, compensation and benefits.

### **HISTORY:**

This Understanding shall be applicable to Police Association represented classifications for a term commencing October 1, 2009 and ending September 30, 2011. All prior resolutions between the City and the Police Association will no longer be applicable unless specifically provided herein.

### **FINANCIAL:**

The following are the significant highlights regarding the negotiated contract:

- A fixed (3%) COLA next year with an opener if a decrease in general fund revenues of 5% from the prior year occurs.
- Housekeeping and clarification changes based on need and/or longstanding practice:
  - Senior pay reinstatement eligibility if lost due to sub-standard performance
  - Bereavement leave clarified as equivalent to 5 days
  - Limits overtime when called in prior to shift start
  - Clarifies when overtime is applicable during shift rotations and that use of sick or vacation during shift rotation is paid at straight time
- Motor Officers assignment (24 consecutive months) qualify as specialized experience for senior pay
- Procedures on seniority related to personnel reductions
- Seniority related to shift bidding for one trial year
- Social Security opt out option

### **PERFORMANCE ANALYSIS:**

The negotiated contract provides necessary consistency and equity.

### **DECISION POINT/RECOMMENDATION:**

The Council is requested to approve the proposed negotiated Police Association Agreement establishing a two year contract, compensation and benefits.

RESOLUTION NO. 09-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE POLICE ASSOCIATION.

WHEREAS, representatives of the City of Coeur d'Alene, and representatives of the Coeur d'Alene Police Association have negotiated certain terms of the Collective Bargaining Agreement between the City of Coeur d'Alene and the Coeur d'Alene Police Association; and

WHEREAS, the Mayor and City Council deem it to be in the best interests of the City of Coeur d'Alene to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Collective Bargaining Agreement between the City of Coeur d'Alene and the Coeur d'Alene Police Association, a copy of which agreement is marked Exhibit "1" attached hereto and by reference made a part hereof.

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

DATED this 1<sup>st</sup> day of December, 2009.

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

ATTEST:

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

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

ROLL CALL:

- Council Member Edinger                      Voted \_\_\_\_\_
- Council Member Kennedy                    Voted \_\_\_\_\_
- Council Member Hassell                    Voted \_\_\_\_\_
- Council Member McEvers                   Voted \_\_\_\_\_
- Council Member Goodlander               Voted \_\_\_\_\_
- Council Member Bruning                    Voted \_\_\_\_\_

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

## MEMORANDUM

DATE: NOVEMBER 23, 2009

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: REQUEST FOR PUBLIC HEARING

---

I am requesting the City Council set a public hearing for the Council meeting scheduled January 19, 2010, to hear public testimony regarding a substantial amendment to the 2009 action plan. This amendment will clarify grant funding to St. Vincent De Paul and Habitat for Humanity.

4 months @ 25

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

[Office Use Only] Amt Pd 100.00  
 Rec No 468848  
 Date 11-13-09  
 Date to City Council: 12-01-09  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service \_\_\_\_\_  
 Check the ONE box that applies:

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

|                                                                 |                                                           |
|-----------------------------------------------------------------|-----------------------------------------------------------|
| Business Name                                                   | <u>Skippers</u>                                           |
| Business Mailing Address                                        | <u>6611 Hawk Owl Lane Coeur d'Alene, ID.</u>              |
| City, State, Zip                                                | <u>83815</u>                                              |
| Business Physical Address                                       | <u>Coeur d'Alene, ID.</u>                                 |
| City, State, Zip                                                | <u>83815</u>                                              |
| Business Contact                                                | <u>327 W. HANLEY</u>                                      |
| Business Telephone                                              | <u>208-762-8954</u>                                       |
| Fax                                                             | <u>208-678-8295</u>                                       |
| License Applicant                                               | <u>JAMES Patrick Fuller (DIAT)</u>                        |
| If Corporation, partnership, LLC etc. List all members/officers | <u>JAMES Patrick Fuller</u><br><u>MARION PETRA FULLER</u> |

**CITY COUNCIL  
STAFF REPORT**

**DATE:** DECEMBER 1, 2009  
**FROM:** Terry W. Pickel, Assistant Superintendent  
**SUBJECT:** Approval of purchase of a 2010 Ford Escape staff vehicle and a 2010 Dodge 1 Ton Cab/Chassis service vehicle.

=====

**DECISION POINT:**

The Council is requested to authorize the purchase of a 2010 Ford Escape and a 2010 Dodge 1 ton cab/chassis from Tom Addis Dodge/Lake City Ford.

**HISTORY:**

The Water Department has established an annual rolling stock replacement program to get the fleet up to date, as versatile as possible, and meet the safety needs of rapidly changing work loads and our environment. Single use vehicles no longer meet the efficiency requirements of our industry and fleets must evolve to provide the ultimate service at the lowest operating costs possible. As part of this ongoing plan, staff is proposing to replace an outdated staff car which has required frequent repairs lately and an older 1 ton flatbed that has very limited uses.

**FINANCIAL ANALYSIS:**

The Water Department provided funds in the 2009–2010 budget for rolling stock replacement. Staff reviewed the State Vehicle Contract which included one local dealer, Dave Smith Motors. Staff also solicited quotes directly from a second local dealer, Tom Addis Ford/Dodge who also wished to provide competitive quotes in lieu of the State Contract. The proposed staff vehicle will be a 2010 Ford Escape with the quotes as follows: Lake City Ford - \$17,233.92, Dan Wiebold Ford - \$17,431.00, Dave Smith Motors - \$19,253.00, Edmark Chev/GMC - \$20,360.00. The proposed service vehicle will be a 2010 Dodge 1 ton cab/chassis with quotes as follows: Tom Addis Dodge - \$20,449.00, Lake City Ford - \$22,395.32, Dan Wiebold Ford - \$22,396, Edmark Chev/GMC - \$22,397.00.

**PERFORMANCE ANALYSIS:**

The staff vehicle to be replaced is a 1991 Chevy Lumina primarily used for travel to training and meetings as well as the Superintendent’s transportation. The car has required frequent repairs lately and is beyond what we consider to be a safe service life. Staff is proposing to replace it with an SUV. This type of staff vehicle will provide multi-use capabilities and a significantly increased mileage rating over the Lumina. The 1980 GMC 1 ton flatbed no longer adequately meets Water Department needs and is proposed to be replaced with a 1 ton cab/chassis and a hydraulic multi-use body platform called a hook and lift. This type of system will allow interchangeable bodies for various uses in our day to day operations such as; the flat bed, a dump body, a roll-off debris and construction waste container, a water tanker, a valve exercising body, or a vacuum body.

**QUALITY OF LIFE ANALYSIS:**

The Water Department must continually seek the most effective cost reduction measures available while maintaining the highest level of performance. The Water Department rolling stock plays an integral role in timely response for customer service and system maintenance. Continual use of an aging fleet requires more frequent and costly maintenance and repairs thereby driving up operating costs. And as the vehicle continually ages, its resale value diminishes drastically and the department sees very little return for eventual replacement. By replacing the rolling stock prior to the need for major repairs, the department will see a greater return on the original investment at the time of resale and the eventual operating costs are reduced thus requiring less long term revenue adjustments. The lower initial purchase price also plays a key role in keeping the overall operating costs even lower.

**DECISION POINT/RECOMMENDATION:**

Water Department staff requests that Council award the purchase of a 2010 Ford Escape and a 2010 Dodge 1 ton cab/chassis to Tom Addis Dodge/Lake City Ford.

# ANNOUNCEMENTS

# Memo to Council

DATE: November 18, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the December 1st Council Meeting:

|                |                                         |
|----------------|-----------------------------------------|
| THOMAS McTEVIA | Pedestrian & Bicycle Advisory Committee |
| LUCAS HUTSON   | Pedestrian & Bicycle Advisory Committee |

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Monte McCully, Ped/Bike Advisory Committee Liaison  
Juanita Van Cleave

# Memo to Council

DATE: November 23, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the December 1st Council Meeting:

SGT. BILL TILSON

ANIMAL CONTROL ADVISORY BOARD

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director/Animal Control Advisory Board

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

November 23, 2009  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Steve Roberge, Waste Management

**STAFF PRESENT**

Steve Anthony, Recreation Director  
Melissa Brandt, Admin Asst, Parks Dept.  
Troy Tymesen, Finance Director  
Jon Ingalls, Deputy City Administrator  
Juanita Knight, Senior Legal Assistant

**Item 1. Arts Commission Proposal / Artwork on Seltice Way.  
(Agenda Item)**

Steve Anthony reported that the Arts Commission has identified the Seltice Way and N.W. Boulevard area as a potential location for art. The Commission has selected the North side of Seltice by the park and ride (see map) for a significant piece of art. The property is owned by the State of Idaho, but the City has secured an encroachment permit to construct the art piece. The piece selected was one of the four finalists for the 23<sup>rd</sup> and Sherman call for artists.

The total amount budgeted for the project is \$75,000.00. The funds are dedicated funds and can only be used for Public Art.

The contracts will be awarded to Donna Bain for the art piece call "Catch the Wind". The art pieced would be completed by July 25, 2010.

Councilman Edinger asked where the artists are from. Mr. Anthony believes Ms. Bain is from Cd'A and the other two artists are from the Spokane Valley.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 09-047 approving the Personal Services Agreement with Donna Bain for the public art piece entitled "Catch the Wind."**

**Item 2. Joint Use Agreement / School District 271.  
(Agenda Item)**

Steve Anthony reported that the Recreation Department and School District have shared facilities for over 60 years. The current Joint Use Agreement has expired. The school district is the main provider of indoor recreational facilities for the City's programs. The city also uses school district grounds and tennis courts. The school district uses city outdoor facilities and the city prepares McEuen field and Ramsey Park fields for district baseball and softball games.

Mr. Anthony explained in his staff report that the city would contract annually to the District \$30,000.00 a year for maintenance and future gym expansion. The breakdown is 66% towards maintenance and 33% towards future gymnasium facilities. The City recognizes that the programs do have a financial impact on the district. The contracted amount will be budgeted annually by the Recreation Department. When the district builds or remodels an elementary school the gym will be built to city specifications and receive an agreement to use that gym without paying additional funds. If the district has not constructed or remodeled one new elementary

school gymnasium in the next 6 years, the district will execute a 40 year agreement for the primary use of Ramsey School gymnasium. This agreement also allows the City to use facilities other than gymnasiums (cafeterias, auditoriums, and common areas).

**MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 09-048 authorizing the Joint Powers Agreement for Shared Use of Recreational Facilities at \$30,000.00 a year, over the next ten years, subject to annual appropriation.**

**Item 3. Lease Renewal / Independence Point Concessions.**  
**(Agenda Item)**

Melissa Brandt is requesting approval to extend the food concession lease agreement with Tiki hut for the 2010 season.

In a staff report, Doug Eastwood stated that in 2009 the City accepted RFQ's for food service at Independence Point. The City chose the Tiki-Hut Proposal and entered into an agreement to provide food service for the 2009 season. Everything went rather well, the Tiki-Hut operation was not able to implement the full service menu that they had submitted largely due to not knowing what a particular park crowd might want on any given day. The staff of the Tiki-Hut did a good job of providing information to park visitors. The fee for the 2009 season was \$5,000. This food vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to daily park visitors and new visitors. I received many comments from the park visitors that they were quite pleased with the vendor, the staff and the service.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 09-049 authorizing the Lease Agreement with Tiki hut for food concessions at Independence Point for the 2010 season.**

The meeting adjourned at 2:45 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

## STAFF REPORT

**DATE:** November 23, 2009  
**TO:** General Services Committee  
**FROM:** Steve Anthony, Arts Commission Liaison  
**SUBJECT:** Seltice and Northwest Blvd Art Piece

### **Decision Point:**

To accept the proposal of Bain, McCuddin and Segrecci, for the piece entitled "Catch the Wind" based on the recommendation of the Coeur d'Alene Arts Commission.

### **History:**

The Arts Commission has identified the Seltice Way and N.W. Boulevard area as a potential location for art. The Commission has selected the North side of Seltice by the park and ride (see map) for a significant piece of art. The property is owned by the State of Idaho, but the City has secured an encroachment permit to construct the art piece. The piece selected was one of the four finalists for the 23<sup>rd</sup> and Sherman call for artists.

### **Financial Analysis:**

The total amount budgeted for the project is \$75,000.00. The funds are dedicated funds and can only be used for Public Art.

### **Performance Analysis:**

The contracts will be awarded to Bain, McCuddin and Segrecci for the art piece call "Catch the Wind". The art piece would be completed by July 25, 2010.

### **Decision Point:**

To recommend to the City Council that the Legal Department be instructed to prepare the documents to enter into a contract with Donna Bain for the public art piece entitled 'Catch the Wind.'

RESOLUTION NO. 09-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH DONNA BAIN FOR THE CREATION AND INSTALLATION OF PUBLIC ART ON SELTICE WAY / NORTHWEST BOULEVARD.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with Donna Bain, for the Creation and Installation of Public Art on Seltice Way / Northwest Boulevard pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 1<sup>st</sup> day of December, 2009.

---

Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

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

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

**PERSONAL SERVICES AGREEMENT**

Between

**DONNA BAIN**

And

**THE CITY OF COEUR D'ALENE**

for

**CREATION AND INSTALLATION OF PUBLIC ART  
SELTICE WAY AND NORTHWEST BOULEVARD**

THIS CONTRACT, made and entered into this 1<sup>st</sup> day of December, 2009, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and **DONNA BAIN**, whose address is 1772 Jayno Ct. 83815, hereinafter referred to as the "Artist,"

WITNESSETH:

Section 1.     Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the exterior public art at Seltice Way and Northwest Boulevard, as hereinafter set forth in Artist's Proposal attached hereto and incorporated herein as Exhibit "A."

Section 2.     Personnel.

A.     The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.

B.     All of the services required hereunder will be performed by the Artist.

Section 3.     Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within 11 months of this contract being executed. A specific date of installation shall be coordinated by the Artist with the City's Recreation Director.

Section 4. Compensation.

A. Subject to the provisions of this agreement, the City shall pay the Artist a total of Seventy-Five Thousand Dollars and No/100 Dollars (\$75,000.00) for services, payable, upon receipt of Artist invoice, as follows:

1. \$30,000 at the start of the project
2. \$15,000 at mid-construction
3. \$15,000 at fabrication completion
4. \$15,000 thirty (30) days after installation of the art object

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

Section 5. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract, except for installation and landscaping as described in the Artist's Proposal. The Artist may use other individuals working under her supervision to assist her in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artists covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

Section 7. Relationship of the Parties. The Artist shall perform her obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 8. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and shall indemnify, defend and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 9. Warranties.

A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.

B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.







## STAFF REPORT

**Date:** November 16, 2009  
**To:** Parks and Recreation Commission  
**From:** Steve Anthony  
**Subject:** Joint Use Agreement School District 271

### **Decision Point:**

The Recreation Department is seeking authorization to extend the Joint Use Agreement with the School District for an additional 10 years.

### **History:**

The Recreation Department and School District have shared facilities for over 60 years. The current Joint Use Agreement has expired. The school district is the main provider of indoor recreational facilities for the City's programs. The city also uses school district grounds and tennis courts. The school district uses city outdoor facilities and the city prepares McEuen field and Ramsey Park fields for district baseball and softball games.

### **Financial Analysis:**

The city would contract annually to the District \$30,000.00 a year for maintenance and future gym expansion. The breakdown is 66% towards maintenance and 33% towards future gymnasium facilities. The City recognizes that the programs do have a financial impact on the district. The contracted amount will be budgeted annually by the Recreation Department. When the district builds or remodels an elementary school the gym will be built to city specifications and receive an agreement to use that gym without paying additional funds.

If the district has not constructed or remodeled one new elementary school gymnasium in the next 6 years, the district will execute a 40 year agreement for the primary use of Ramsey School gymnasium. This agreement also allows the City to use facilities other than gymnasiums (cafeterias, auditoriums, and common areas).

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

The partnership between the City and school district has been excellent. The sharing of facilities has allowed many opportunities for the participants in City programs.

### **Recommendation:**

The department is requesting that the commission recommend to the City Council approval of the proposed Joint Use Agreement at \$30,000.00 a year over the next ten years, subject to annual appropriation.

RESOLUTION NO. 09-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN JOINT USE OF RECREATIONAL FACILITIES AGREEMENT, WITH SCHOOL DISTRICT #271.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with School District #271, for Joint Use of Recreational Facilities pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 1<sup>st</sup> day of December, 2009.

\_\_\_\_\_  
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 BRUNING Voted \_\_\_\_\_

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

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

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

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

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

**JOINT POWERS AGREEMENT**  
**SHARED USE OF RECREATIONAL FACILITIES**

THIS AGREEMENT, entered into this 3<sup>rd</sup> day of December, 2009, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation of the State of Idaho, organized and existing under the Constitution and the laws of the State of Idaho, hereinafter referred to as the "CITY" whose address is City Hall, 710 E. Mullan, P.O. Box 489, Coeur d'Alene, Idaho, 83816-0489, and **SCHOOL DISTRICT #271 OF KOOTENAI COUNTY**, commonly referred to as **COEUR D'ALENE SCHOOL DISTRICT NO. 271**, hereinafter referred to as the "DISTRICT," whose address is 311 North 10<sup>th</sup> Street, Coeur d'Alene, Idaho, 83814, to provide for the shared use of recreational facilities which are owned by each of the parties within the Coeur d'Alene, Idaho area.

W I T N E S S E T H:

WHEREAS, the DISTRICT is a school district created and operating pursuant to authority granted in Title 33, Idaho Code, operating principally, but not exclusively, in the City of Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the DISTRICT is empowered by the statutes of the State of Idaho, with particular reference to Idaho Code §33-601 and its appropriate subparts, and Idaho Code §67-2326, et seq., to enter into agreements with other state entities for the purposes of sharing facilities and promulgating the statutory mandates of providing public education; and

WHEREAS, the CITY is vested with certain authority as set forth in Idaho Code Title 50 and Idaho Code §67-2326 and 67-2327, and under said authority has the power to enter into this Agreement as herein set forth; and,

WHEREAS, each party desires to enter into this Agreement for the purposes of defining the rights, duties, and responsibilities of each party related to the shared use of recreational facilities owned individually by the parties.

NOW, THEREFORE, the parties agree as follows:

**1. Duties of the Parties:**

In conjunction with the foregoing recitals and statements, the duties of the parties are as follows:

**A. Duties of the DISTRICT.** The DISTRICT shall:

**i.** Allow the CITY to use recreational facilities owned by the DISTRICT provided such use is consistent with the provisions of this Agreement and any other agreement between the parties relating to the shared use of recreational facilities.

**ii.** Construct or remodel ONE (1) gymnasiums built to the CITY's specifications during the ten (10) years of this Agreement when the next elementary or middle school is built or remodeled by the DISTRICT within the city limits. The gymnasiums are to be built without additional cost to the CITY. The DISTRICT further agrees to amend this Agreement to allow for shared use of the new or remodeled gymnasium facilities under the terms of this Agreement without additional cost to the CITY. A description of the CITY'S specifications for gymnasiums is attached hereto as Exhibit "A", which by this reference is incorporated herein.

**iii.** If after the first six years (6) years of this agreement, the DISTRICT has not constructed or remodeled one (1) gymnasium to the CITY'S specifications, the DISTRICT will execute a thirty (30) year agreement with the CITY to allow the CITY to jointly use the Ramsey Elementary School gymnasium and associated facilities. The agreement must be substantially similar to the other joint use agreements between the parties and ensure that the CITY'S use of

Ramsey Elementary School gymnasium and associated facilities is secondary to only the DISTRICT'S use of the facilities.

iv. The existing joint use agreements with the CITY cover the following facilities:

- a. Fernan Elementary Gymnasium.
- b. Woodland Middle School Gymnasium.
- c. Skyway Elementary Gymnasium.
- d. Project CDA Gymnasium.

**B. Duties of the CITY.** The CITY shall:

i. Allow the DISTRICT to use designated recreational facilities owned by the CITY provided such use is consistent with the provisions of this Agreement and any other agreement between the parties relating to the shared use of recreational facilities.

ii. Pay the DISTRICT THIRTY THOUSAND DOLLARS and no/100 (\$30,000.00) annually for the ten (10) years of this Agreement. All payments from the CITY required by this Agreement are subject to an annual appropriation for the payment by the City Council.

iii. Provide to the DISTRICT, FIVE PERCENT (5%) of any gross revenues generated by the CITY's use of DISTRICT facilities from money making endeavors (i.e., Sky Hawk's Camp).

**2. Facilities Subject to this Agreement:**

**A. DISTRICT Facilities:**

The recreational facilities owned by the DISTRICT that are subject to this agreement are listed on Exhibit "B", attached hereto and by this reference incorporated herein.

**B. CITY Facilities:**

The recreational facilities owned by the CITY that are subject to this agreement are listed on Exhibit "B", attached hereto and by this reference incorporated herein.

**3. Use:**

**A. DISTRICT Facilities:**

The use of the DISTRICT facilities shall be as set forth on Exhibit “C” attached hereto and by this reference incorporated herein, subject to the annual review of the actual use by the parties and such modifications as may be mutually agreed and reduced to writing and attached hereto. CITY use of DISTRICT facilities will be after normal School hours.

**B. CITY Facilities:**

The use of the CITY facilities shall be as set forth on Exhibit “B” attached hereto and by this reference incorporated herein, subject to annual review of the actual use by the parties and such modifications as may be mutually agreed and reduced to writing and attached hereto. The CITY shall prepare the fields for DISTRICT softball and baseball games at no cost to the DISTRICT.

**4. Priority of Use:**

A party’s use of the other party’s premises shall be subordinate to the owner’s priority right of use of their own premises. The parties shall cooperate, one with the other, in giving reasonable notice of request for use of the other party’s property/premises. It is understood between the parties when uses are scheduled for the use of one party’s facilities by the other party, such uses shall remain undisturbed except for such emergencies as may arise from time to time. In the event there is a request by one party to the other party for the use of the other party’s facilities that is not otherwise scheduled, the owning party shall not be required to provide the use of the premises to the requesting party if the owning party has designated a proposed use on the same date or at the same time.

**5. Provision of Janitorial and Other Services/Damage to a Facility/Supervision:**

**A. Janitorial and Other Services:**

Each party, when using the facilities/premises available from the other party shall be responsible for the provision of maintenance and other like services as may be agreed upon from time to time, at the expense of the using party. The parties will create appropriate memorandum for each facility indicating the responsibilities of each party for maintenance, janitorial services and like services.

**B. Damage to a Facility:**

Any damage to a facility or other property of the hosting party beyond normal wear and tear shall be the responsibility of the non-hosting party.

**C. Supervision:**

When either party is using the property of the other, the party using the property shall provide, at its own expense, sufficient supervision to prevent careless or malicious destruction of property.

**6. Liability:**

**A. DISTRICT Liability:**

The DISTRICT shall indemnify, defend, and hold the CITY harmless from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs, and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation to be performed under the terms of this Agreement by the DISTRICT, or arising from any act, negligence, or omission by the DISTRICT or any of its agents, employees, and volunteers. The DISTRICT's liability under this paragraph shall be limited by the terms of the Idaho Tort Claims Act and the limits of any insurance provided under the Act and Idaho Code §67-5776.

**B. CITY Liability:**

The CITY shall indemnify, defend, and hold the DISTRICT harmless from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs, and expenses and liabilities incurred in or from any such obligation to be performed under the terms of this Agreement by the CITY, or arising from any act, negligence, or omission by the CITY or any of its agents, employees, or volunteers. The CITY's liability under this paragraph shall be limited by the terms of the Idaho Constitution, Idaho Tort Claims Act and the self-insurance provisions adopted by the CITY and Idaho Code §67-5776.

**7. Insurance:**

**A. DISTRICT:**

The DISTRICT shall maintain comprehensive public liability and property damage insurance with limits reasonably satisfactory to the CITY as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement whether such operations be by it or its agents or anyone directly or indirectly employed by the DISTRICT. In addition, the DISTRICT is responsible for the following: (a) The DISTRICT shall notify the CITY in writing as soon as practicable after notice of an injury or a claim is received; (b) The DISTRICT shall cooperate completely with the CITY and/or the CITY's insurers in the defense of such injury or claim; and the DISTRICT shall take no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the CITY from protecting the City's interests. All insurance required under this paragraph shall be maintained in full force and effect in a company or entity or companies or entities reasonably satisfactory to CITY and shall be maintained at the District's expense until this Agreement terminates. Certificates of such

insurance shall be provided to the CITY contemporaneously with the execution and delivery of this Agreement by the DISTRICT and at any other time upon reasonable notice by the CITY to the DISTRICT. Failure to maintain the insurance required by this Agreement shall be grounds for its immediate termination notwithstanding any other provisions governing termination of this Agreement.

**B. CITY:**

The CITY shall maintain comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement whether such operations be by it or its agents or anyone directly or indirectly employed by the CITY. The CITY may purchase such policy, or may at its election be self-insured. The combined aggregate liability of the CITY and its employees for damages, costs, and attorney fees under state law, on account of bodily or personal injury, death, or property damage, or other loss as the result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, shall be not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), unless the CITY has purchased applicable, valid, and collectible liability insurance coverage in excess of said limit, in which event the controlling limit shall be the remaining available proceeds of such insurance. In addition, the CITY is responsible for the following: (a) The CITY shall notify the DISTRICT in writing as soon as practicable after notice of an injury or a claim is received; (b) The CITY shall cooperate completely with the DISTRICT and/or the DISTRICT's insurers in the defense of such injury or claim; and the CITY shall take no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the DISTRICT from protecting the DISTRICT's interests. All

insurance required under this paragraph shall be maintained in full force and effect in a company or entity or companies or entities reasonably satisfactory to DISTRICT and shall be maintained at the CITY's expense until this Agreement terminates. Certificates of such insurance shall be provided to the DISTRICT contemporaneously with the execution and delivery of this Agreement by the CITY and at any other time upon reasonable notice by the DISTRICT to the CITY. Failure to maintain the insurance required by this Agreement shall be grounds for its immediate termination notwithstanding any other provisions governing termination of this Agreement.

**8. Authority:**

The parties hereto covenant and represent that the execution of this Agreement has been or shall be authorized by the governing Board of the respective party, and the individual signatures set forth herein are authorized and binding upon the respective party.

**9. Compliance with Joint Exercise of Power Act (Idaho Code §67-2328):**

In compliance with the Joint Exercise of Power Act as adopted by the State of Idaho, referenced in Idaho Code §67-2328, the parties covenant and agree as follows:

**A. Duration:**

This Agreement shall be in effect for TEN (10) years from the date of its final execution and shall terminate upon the expiration of this term unless it is continued by written agreement of the parties, in which case said continuation may be for any term up to and including TEN (10) years. Either party may terminate this Agreement by giving the other party written notice ONE (1) year in advance of the desired termination date.

**B. Administrative Entity:**

The parties have agreed that no separate legal or administrative entity is created by this Agreement.

**C. Purpose:**

The purpose, as referenced in the recitals of this Agreement, is to provide for shared use of recreational facilities.

**D. Manner of Financing and Maintaining Budget:**

There shall be no separate financing or budgetary consideration by either of the parties, each party to maintain its own premises and costs of operation of such premises.

**E. Termination and Disposal of Property:**

In the event this Agreement is terminated, each party shall remain in possession of their particular premises affected hereby. No additional property jointly owned shall be created by this Agreement.

**F. Creation of Joint Board:**

Each party shall nominate one (1) or more individuals, which individuals shall constitute a joint board responsible for administering this undertaking. Each public agency shall be represented by their choice of representatives, each agency to have one (1) vote total. The representatives shall meet at least annually for the purposes of reviewing this Agreement and providing any modifications or changes thereto.

**G. No Property Jointly Held.**

No real or personal property shall be jointly held pursuant to this Agreement, each party to maintain the ownership and possession of their own property used, whether real or personal.

**10. Venue:**

In the event any legal proceeding shall be instituted between the parties, such legal proceeding shall be instituted in the First Judicial District of the State of Idaho.

**11. Notice:**

Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may, from time to time, direct in writing:

The **DISTRICT**:                    311 North 10<sup>th</sup> Street  
Coeur d'Alene, ID 83814  
Facsimile: (208) 664-1748

The **CITY**:                            Coeur d'Alene City Clerk  
710 East Mullan  
Coeur d'Alene, ID 83814  
Facsimile: (208) 759-2284

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, (c) the day facsimile delivery is verified. Actual notice, however, and from whomever received, shall always be effective.

**12. Severability:**

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

**13. Entire Agreement:**

This Agreement embodies the entire agreement of the parties, and there are no oral agreements existing relative to the subject matter hereof which are not expressly set forth herein. The Agreement may be modified only in writing signed by both parties.

**14. Waiver:**

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any other covenant, term or condition herein.

**15. Force Majeure:**

Any inability to perform this Agreement due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse performance by such party for a period equal to any such inability to perform.

**16. Assignment of Agreement:**

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by either party.

**17. Binding effect:**

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit and be binding upon the parties and their respective heirs, legal representatives, successors, and assigns.

**18. Duplicate originals:**

This Agreement shall be executed in duplicate originals, each party to retain one of the duplicate originals in executed form.

**19. Promise of Cooperation:**

Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the authorized agent(s) of the Mayor and Clerk of the City of Coeur d’Alene and the appropriate agent/officer/trustee of Coeur d’Alene School District No. 271, together with the Clerk thereof, have affixed their official seal and signatures hereto the day and year first above written.

**CITY OF COEUR D’ALENE**

**SCHOOL DISTRICT NO. 271  
OF KOOTENAI COUNTY, IDAHO**

BY:

BY:

\_\_\_\_\_  
SANDI BLOEM, Mayor

\_\_\_\_\_  
AUTHORIZED AGENT/TRUSTEE

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
SUSAN WEATHERS, City Clerk

\_\_\_\_\_, Clerk of the Board



**Exhibit A**  
Gymnasium Specifications

Construct on School District property, a gymnasium facility designed for “current program size” of approximately 7,900 square feet, with gymnasium floor capacity, to fit a standard size basketball court, with wood flooring, such wood flooring to be installed on risers or joists, rather on a concrete slab. The bleachers will be constructed in such a way that the bleachers when extended, shall not interfere with the uses of the gymnasium for volleyball or basketball. Further four (4) side baskets (in order to split the gymnasium into two small basketball courts) set at 90 degree angles to the large basketball court shall be installed. Gymnasium is to be pre-wired for scoreboard. The gymnasium facility will have restroom facilities located inside the gymnasium and a minimum of 100 square feet of storage for Recreation Department use.

# EXHIBIT B

## I. SCHOOL FACILITIES

### A. SOCCER

- |           |                |
|-----------|----------------|
| 1. Borah  | 5. Skyway      |
| 2. Fernan | 6. Project CDA |
| 3. Dalton | 7. Skyway      |
| 4. Ramsey | 8. Woodland    |

### B. BASKETBALL, VOLLEYBALL, DANCE, GYMNASTICS, CHEERLEADING

- |                          |                       |
|--------------------------|-----------------------|
| 1. Sorenson              | 5. Dalton             |
| 2. Fernan                | 6. Ramsey             |
| 3. Lakes                 | 7. Canfield Cafeteria |
| 4. Lake City High School |                       |

### C. PRACTICES

1. Winton
2. Borah

### D. TENNIS

1. Lake City High School Athletic Complex

### E. BASEBALL

1. Woodland Middle School

## II. CITY FACILITIES

### A. TENNIS

1. Ramsey Park
2. Cherry Hill
3. Northshire

### B. SOFTBALL (COEUR D'ALENE HIGH SCHOOL)

1. Sunset Playfield
2. Ramsey #3

### C. BASEBALL (LAKE CITY HIGH SCHOOL)

1. McEuen Field
2. Persons Field

### D. SOFTBALL (LAKE CITY HIGH SCHOOL)

1. Ramsey Road Fields 1 and 2
2. Sunset Playfield

### E. BASEBALL (LAKE CITY HIGH SCHOOL)

1. Persons Field
2. McEuen Field

**EXHIBIT C**

**CITY USE OF SCHOOL DISTRICT FACILITIES**

**Not covered by other agreements.**

**SOCCER, BASEBALL, SOFTBALL**

| FIELD                  | WEEKDAY         | DATES                         | TIME                                                     |
|------------------------|-----------------|-------------------------------|----------------------------------------------------------|
| Borah                  | Monday-Thursday | 9/10 to 10/23 and 4/1 to 5/20 | 3:30 – 5:30 p.m.                                         |
| Fernan                 | Same            | Same                          | Same                                                     |
| Dalton                 | Same            | Same                          | Same                                                     |
| Borah                  | Same            | Same                          | Same                                                     |
| Skyway                 | Same            | Same                          | Same                                                     |
| Ramsey                 | Same            | Same                          | Same                                                     |
| Lake City High School  | Same            | Same                          | Same                                                     |
| Woodland Middle School | Same            | 9/10 to 8/15                  | 3:30 to 5:30 school year, 9:00 a.m. to 9:00 p.m. summer. |

**YOUTH & ADULT BASKETBALL, VOLLEYBALL, DANCE  
GYMNASTICS, AND MISC. PROGRAMS**

| GYM               | WEEKDAY           | DATES         | TIME                   |
|-------------------|-------------------|---------------|------------------------|
| Sorenson          | Monday – Friday   | 10/10 to 4/18 | 5:15 p.m. – 9:30 p.m.  |
|                   | Saturday          | 10/10 to 4/18 | 8:00 a.m. – 6:00 p.m.  |
|                   | 2 days per week   | 3/19 to 5/31  | 5:15 p.m. – 9:30 p.m.  |
|                   |                   |               |                        |
| Fernan            | Monday – Friday   | 10/10 to 4/18 | 5:15 p.m. – 9:30 p.m.  |
|                   | Saturday          | 10/10 to 4/18 | 8:00 a.m. – 6:00 p.m.  |
|                   | Sunday            | 10/10 to 4/18 | 10:00 a.m. – 6:00 p.m. |
|                   | Monday – Thursday | 3/19 to 5/31  | 5:15 p.m. – 9:30 p.m.  |
|                   | Sunday            | 3/19 to 5/31  | 5:15 p.m. – 9:30 p.m.  |
|                   |                   |               |                        |
| *Lakes            | Monday – Friday   | 10/10 to 4/18 | 5:15 p.m. – 9:30 p.m.  |
|                   | Saturday          | 10/10 to 4/18 | 8:00 a.m. – 6:00 p.m.  |
|                   | Sunday            | 10/10 to 4/18 | 10:00 a.m. – 6:00 p.m. |
|                   |                   |               |                        |
| Ramsey Elementary | Monday – Friday   | 10/10 to 4/18 | 5:15 p.m. – 9:30 p.m.  |
|                   | Saturday          | 10/10 to 4/18 | 8:00 a.m. – 6:00 p.m.  |
|                   | Sunday            | 10/10 to 4/18 | 10:00 a.m. – 6:00 p.m. |
|                   | Saturday          | 10/10 to 4/18 | 9:00 a.m. – 4:00 p.m.  |

| GYM                       | WEEKDAY       | DATES         | TIME                   |
|---------------------------|---------------|---------------|------------------------|
|                           |               |               |                        |
| Coeur d'Alene High School | Sundays       | 10\10 to 4\18 | 10:00 a.m. – 4:00 p.m. |
| Lake City High School     | Sundays       | 10\10 to 4\18 | 10:00 a.m. – 4:00 p.m. |
|                           |               |               |                        |
| Dalton                    | Mon\Wednesday | 10\10 to 4\18 | 5:15 p.m. -9:30 p.m.   |

**PRACTICE**

| GYM                        | WEEKDAY         | DATES       | TIME                  |
|----------------------------|-----------------|-------------|-----------------------|
| Winton                     | 4 days per week | 11/1 to 3/1 | 6:15 p.m. – 8:30 p.m. |
| Borah                      | Same            | Same        | Same                  |
| Ramsey 2 <sup>nd</sup> gym | Same            | Same        | Same                  |
|                            |                 |             |                       |
|                            |                 |             |                       |
|                            |                 |             |                       |

**\*CITY USES THESE FACILITIES WHEN AVAILABLE AFTER THE DISTRICT USE FROM FEBRUARY TO APRIL DUE TO 7<sup>TH</sup> & 8<sup>TH</sup> GRADE BASKETBALL**

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**November 16, 2009**

**From: Doug Eastwood, Parks Director**

**Subject: ONE YEAR AGREEMENT FOR FOOD CONCESSION AT  
INDEPENDENCE POINT**

**Decision Point:** Extend food Concession agreement with Tiki-Hut for the 2010 season.

**History:** In 2009 we accepted RFQ's for food service at Independence Point. We chose the Tiki-Hut Proposal and entered into an agreement to provide food service for the 2009 season. Everything went rather well, the Tiki-Hut operation was not able to implement the full service menu that they had submitted largely due to not knowing what a particular park crowd might want on any given day. The staff of the Tiki-Hut did a good job of providing information to park visitors.

**Financial Analysis:** The fee for the 2009 season was \$5,000. We had based increases on the fee per the CPI similar to how we raise fees at the Independence Point Docks. This year the CPI did not go up so I am recommending that the fee remain the same for the 2010 season. However, after the 2010 season I would also recommend that each succeeding season receives an annual fee increase.

**Performance Analysis:** This food vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to daily park visitors and new visitors. I received many comments from the park visitors that they were quite pleased with the vendor, the staff and the service.

**Decision Point:** Recommend that the City enter into an agreement with Tiki-Hut for the 2010 season; May through September, for the amount of \$5,000 at the designated site at Independence Point.

RESOLUTION NO. 09-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT WITH RANDY AND AKIKO FOLK, dba TIKI HUT FOR THE INDEPENDENCE POINT FOOD CONCESSION.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Lease Agreement with Randy and Akiko Folk, dba Tiki Hut, for the Independence Point Food Concession pursuant to terms and conditions set forth in a Lease Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 1<sup>st</sup> day of December, 2009.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

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

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

## LEASE AGREEMENT

THIS CONTRACT, made and entered into this **1<sup>st</sup> day of December, 2009**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **RANDY and AKIKO FOLK, d/b/a TIKI HUT**, with its principal place of business at 3501 North Buckskin Road, Coeur d'Alene, Idaho 83815 hereinafter called "Folks,"

WITNESSETH:

THAT, WHEREAS, Folks have been awarded the contract for a mobile food concession at a location generally described as: no more than a 15' x 8' (L x W) area on a concrete pad just south of sidewalk along the beach area between Independence Point and the Coeur d'Alene Resort, and immediately east of the sidewalk leading to the City's commercial dock, as shown on Exhibit "A" which is attached hereto and hereby declared and incorporated herein by reference;

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, Folks shall operate and maintain a mobile food concession according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employees" shall include Randy Folk and Akiko Folk.

Section 2. Community Relations: The Folks agree they and their employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, Folks must become familiar with the immediate area including North Idaho College, Coeur d'Alene Resort, Tubbs Hill, McEuen Field and the Visitors Center.

Section 3. Appropriate Attire: Folks agree they and their employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts, if shorts are preferred instead of pants. Approval must be received from the Parks Director. It will not be permissible to operate the food concession without a shirt or in bikini type swimwear.

Section 4. Staffing: Folks' food concession must be staffed by at least one employee at all times.

Section 5. Health Permit: Folks agree to obtain a health permit as required by law for the mobile food concession. The permit must be placed in a conspicuous place on the trailer. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by April 15, 2009. Failure to submit the required health permit within the above stated time can result in the City denying Folks' permit or whatever actions the City deems necessary for the protection of the public.

Section 6.     Food: Folks may serve all foods within the scope of the health permit.

Section 7.     Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks Director.

Section 8.     Refuse: Folks agree not to dispose of their refuse at a City maintained trash receptacle. Refuse must be removed from site and disposed of at Folks' expense. Folks' mobile food concession and immediately surrounding site must be kept clean at all times.

Section 9.     Hold Harmless: Folks shall indemnify, defend and hold the City harmless and shall give up all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or using Memorial Field, Coeur d'Alene Museum, Independence Point parking lots, City parks or docks. Folks further understand and agree that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this agreement pursuant to the notice provision in Section 24 below entitled "City's Option to Terminate Lease." Furthermore, the parties recognize that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Folks acknowledge and agree that this may occur and may affect the parking areas presently used by Folks' customers. In the event of said occurrence lessees hereby release, hold harmless and waive any claim whatsoever Folks may have against the City its employees, agents, elected and appointed officials in the event parking is modified.

Section 10.    Not Exclusive: Folks understand and agree that the City from time to time during the term of this permit may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but not limited to, A Taste of the Coeur d'Alene, the Fourth of July, and sports tournaments, or any event involving\or sponsored by the Coeur d'Alene Cultural Center.

Section 11.    Waiver: Folks understands that during the term of this agreement, the City may be undertaking repairs to the City's commercial dock, which may interfere with Folks' operation or affect persons in the park. Folks specifically waive any claim as to lost profits or business while said repairs are undertaken.

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

Section 13. Negligent or Wrongful Act: Folks agree to indemnify, defend and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents, or employees. Folks further agree, at Folks' cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of Folks' concession or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents or employees.

Section 14. Cart Specifications: Folks agree to the following concession specifications, which will be adhered to by Folks:

- A. Length: 15 ft. width: 8 ft. height: 8 ft.
- B. Heat source: propane.
- C. Electricity is available but limited; 2 – 110 outlets and a 20 amp breaker.
- D. Cooling source: battery, ice, or propane.
- E. All concessions must be self-contained. Ice chests, canisters, etc. cannot be stored next to cart.
- F. The concessions must be kept clean throughout the season.

Section 15. Term: The City shall grant a mobile food concession permit to Folks for the season of May 1, 2010 to September 30, 2010 for the subject location.

Section 16. Consideration: Folks shall in consideration for the permit to operate and maintain said mobile food concession as set forth in Section 15 at the said location, shall pay the sum of Five Thousand and No/100 Dollars (\$5,000.00) on or before April 15, 2010; Payment shall be made to the City Treasurer.

Section 17. No Alcohol: Folks agree they shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots.

Section 18. City Ordinances: Folks shall abide by all City ordinances and resolutions, included but not limited to Municipal Code Sections 5.18.015, 5.18.020, and 5.18.040.

Section 19. Glass Containers: Folks agree not to dispense drinks in glass containers.

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

Section 21. Non-transferable: Folks also agree and understand concession sites cannot be transferred to another vendor without permission of the City.

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

Section 23. City's Option to Terminate Lease: The City may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Folks of the prorated, unearned portion of the lease payment. The notice of the exercise by the City of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

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

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

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

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

**LESSEE:  
RANDY AND AKIKO FOLK  
dba Tiki Hut**

By: \_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_  
Randy Folk

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

By: \_\_\_\_\_  
Akiko Folk

\*\*\*\*\*





Exhibit "A"



# PUBLIC HEARINGS

CITY COUNCIL  
STAFF REPORT

DATE: December 1, 2009

RE: PUBLIC HEARING: Creation or Amendment of Various City Fees

PRESENTED BY: Troy Tymesen, Finance Director

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**DECISION POINT:** The Council is requested to consider adopting a resolution amending the proposed fees as recommended by staff.

**HISTORY:**

The City Departments recently completed a review of their fee structures to assure that the various fees are current with the actual cost for services/materials being provided. As a result of that review the following fees are being recommended for adoption.

Water Department Fees:

Overdue backflow tests with other tag fees (\$25.00).

Backflow tests are required on an annual basis. We spend a significant amount of time, energy, and money reminding people to get their test reports to us. If they fail to do so, we send them a reminder letter followed by another reminder letter, followed by a posting to the site. Currently these mailings and postings do not cost them any money. The cost of doing these notices is borne by the other rate payers. We would like to include each notice, by definition, with other late fees.

Base rate for one time bulk water purchasers of \$25.00.

We have had people come in one time to fill a small truck mounted reservoir with water. The bulk rate is \$1.11 per thousand gallons. You can purchase a couple of thousand gallons for \$2.22. A one time transaction for bulk water will take us approximately ½ hour of our staff time plus the cost to process payment. We estimate that staff time for a minimal amount of water would run the utility approximately \$25. We would like there to be a minimum charge so the one time bulk water user is not being subsidized by other rate payers.

Penalty for permanent bulk water station users who neglect to submit their log sheets showing usage (\$40.00).

Our bulk water program requires users to send in log sheets from which we create the bills. When users neglect to send in their log sheets we end up using staff time to chase them down and get the log sheets submitted. The typical situation where we have to chase down log sheets will require several calls from us. The time wasted in this effort is funded by other rate payers. We would like to have the penalty in place so that the folks causing the waste of time are the same ones who pay for it. We are estimating that the staff cost to track down and receive payment for bulk users who have not sent in their log sheets to be \$40.00

Childcare Facility License – Athletic Clubs Establishing a new fee: \$10.00

Athletic Clubs in the area are providing childcare for a fee and therefore are currently subject to the full childcare licensing requirements. The Childcare Commission reviewed the matter and determined that athletic clubs have a limited time of no more than two hours of care and some only provide care during peak hours. Therefore, the Childcare Commission is recommending a reduced annual fee for athletic clubs of \$10.00 as long as the care is no longer than two hours.

Recreation Department Fees: The Recreation Department fees increase is to cover the direct costs that are associated with labor and facility rental for the programs listed below:

| ACTIVITY                     | CURRENT FEE      |              | REVISED FEE      |              |
|------------------------------|------------------|--------------|------------------|--------------|
|                              | Resident         | Non-Resident | Resident         | Non-Resident |
| Youth Baseball               | \$11.00          | \$21.00      | \$15.00          | \$25.00      |
| Youth Soccer                 | \$11.00          | \$21.00      | \$15.00          | \$25.00      |
| Youth Flag Football          | \$11.00          | \$21.00      | \$15.00          | \$25.00      |
| Youth Basketball             | \$26.00          | \$31.00      | \$26.00          | \$31.00      |
| K/1st/2nd Basketball         | \$21.00          | \$26.00      | \$26.00          | \$31.00      |
| Youth Tennis Lessons         | One Fee          | \$25.00      | One Fee          | \$30.00      |
| Adult Tennis Lessons         | One Fee          | \$31.00      | One Fee          | \$35.00      |
| Gymnastics                   | One Fee          | \$30.00      | One Fee          | \$40.00      |
| Karate                       | One Fee          | \$50.00      | One Fee          | \$50.00      |
| Youth Indoor swim lessons    | One Fee          | \$36.00      | One Fee          | \$36.00      |
| Youth outdoor swim lessons   | \$21.00          | \$26.00      | \$25.00          | \$30.00      |
| Kids Craft classes           | One Fee          | \$35.00      | One Fee          | \$40.00      |
| Youth Competitive Basketball | One Fee          | \$407.00     | One Fee          | \$435.00     |
| Youth dance lessons          | One Fee          | \$80.00      | One Fee          | \$90.00      |
| Gymnasium rental-hourly      | \$12.00 an hour  |              | \$15.00 an hour  |              |
| Youth team sponsorship       | One Fee          | \$125.00     | One Fee          | \$135.00     |
| Youth Volleyball Camp        | \$21.00          | \$26.00      | One Fee          | \$30.00      |
| Youth Wrestling Camp         | \$21.00          | \$26.00      | One Fee          | \$30.00      |
| Youth Basketball Camp        | \$21.00          | \$26.00      | One Fee          | \$30.00      |
|                              |                  |              |                  |              |
|                              |                  |              |                  |              |
| Rental Tournaments           | \$21.00 per team |              | \$21.00 per team |              |
| Field light rental           | \$30.00 an hour  |              | \$35.00 an hour  |              |
|                              |                  |              |                  |              |



# CEMETERY FEE COMPARISON

## OPENING & CLOSING FEES

| <b>FAIRMOUNT MEMORIAL</b> | <b>FEES</b> | <b>CITY OF COEUR D'ALENE</b> | <b>FEES</b> |
|---------------------------|-------------|------------------------------|-------------|
| O&C Full Burial           | \$700       | O&C Full Burial              | \$350-\$450 |
| O&C Cremain               | \$250       | O&C Cremain                  | \$150-\$250 |
| O&C Niche                 | \$190       | O&C Cremain                  | \$150-\$250 |

| <b>CATHOLIC CEMETERIES</b> | <b>FEES</b>  | <b>CITY OF COEUR D'ALENE</b> | <b>FEES</b> |
|----------------------------|--------------|------------------------------|-------------|
| O&C Full Burial            | \$625        | O&C Full Burial              | \$350-\$450 |
| O&C Cremain                | \$235        | O&C Cremain                  | \$150-\$250 |
| O&C Saturday               | No Extra Fee | O&C Saturday                 | \$450       |

| <b>PINES &amp; SOUTH PINES CEMETERY</b>  | <b>FEES</b> | <b>CITY OF COEUR D'ALENE</b> | <b>FEES</b> |
|------------------------------------------|-------------|------------------------------|-------------|
| O&C Full/direct                          | \$600       | O&C Full Burial-weekday      | \$350       |
| O&C Full w/attendance                    | \$700       | O&C Full Burial-weekend      | \$450       |
| O&C Cremain                              | \$400       | O&C Cremain                  | \$150-\$250 |
| O&C Saturday (in addition to above fees) | \$500       | O&C Weekend Cremain          | \$250       |
|                                          |             | O&C Weekend Full             | \$450       |

| <b>CITY OF LEWISTON</b>                  |       | <b>CITY OF COEUR D'ALENE</b>      |             |
|------------------------------------------|-------|-----------------------------------|-------------|
| O&C Full Burial                          | \$693 | O&C Full Burial                   | \$350-\$450 |
| O&C Niche Cremain (without service)      | \$366 | O&C Cremain (without service)     | \$150       |
| O&C Niche Cremain (with service)         | \$391 | O&C Cremain (with service)        | \$200-\$250 |
| O&C Infant (without service)             | \$410 | O&C Infant (weekday to 3pm)       | \$225       |
| O&C Infant (with service)                | \$470 | O&C Infant (after 3pm/weekend)    | \$275       |
| O&C Double Depth-Bottom                  | \$777 | O&C Double Depth-Bottom           | \$600       |
| O&C Double Depth-Top                     | \$693 | O&C Double Depth-Top              | \$400       |
| O&C Double Depth-Bottom (weekend)        | \$883 | O&C Double Depth-Bottom (weekend) | \$700       |
| O&C Double Depth-Top (weekend)           | \$799 | O&C Double Depth-Top (weekend)    | \$500       |
| O&C Saturday (in addition to above fees) | \$106 | O&C Weekend Cremain               | \$250       |
|                                          |       | O&C Weekend Full                  | \$450       |

| <b>CDA MEMORIAL GARDENS</b>              | <b>FEES</b> | <b>CITY OF COEUR D'ALENE</b>      | <b>FEES</b> |
|------------------------------------------|-------------|-----------------------------------|-------------|
| O&C (week day – no attendance)           | \$475       | O&C Full Burial                   | \$350-\$450 |
| O&C (weekday – w/attendance)             | \$550       | O&C Cremain (without service)     | \$150       |
| O&C Saturday (in addition to above fees) | \$150       | O&C Cremain (with service)        | \$200-\$250 |
| O&C Infant (weekday no attendance)       | \$175       | O&C Infant (weekday to 3pm)       | \$225       |
| O&C Infant (w/attendance)                | \$250       | O&C Infant (after 3pm/weekend)    | \$275       |
| O&C Saturday (in addition to above fees) | \$150       | O&C Double Depth-Bottom           | \$600       |
| O&C Niche (weekday-no attendance)        | \$125       | O&C Double Depth-Top              | \$400       |
| O&C Niche (with attendance)              | \$200       | O&C Double Depth-Bottom (weekend) | \$700       |
| O&C Saturday (in addition to above fees) | \$150       | O&C Double Depth-Top (weekend)    | \$500       |
|                                          |             | O&C Saturday Cremain              | \$250       |
|                                          |             | O&C Saturday Full                 | \$450       |

## BURIAL LOTS

| <b>CITY OF LEWISTON</b> |        | <b>CITY OF COEUR D'ALENE</b> |        |
|-------------------------|--------|------------------------------|--------|
| Single Depth-Adult      | \$1162 | Adult Raised Headstone Area  | \$800  |
| Double Depth-Adult      | \$1434 | Adult Flat Headstone Area    | \$650  |
| Infant Lots             | \$314  | Infant Lots                  | \$200  |
| Cremation Lots          | \$314  | Cremation Lots               | \$400  |
| Single Niche            | \$1034 | Single Niche                 | \$600  |
| Double Niche            | \$1760 | Companion Niche              | \$1500 |

| <b>PINES &amp; SOUTH PINES CEMETERY</b> | <b>FEES</b> | <b>CITY OF COEUR D'ALENE</b> | <b>FEES</b> |
|-----------------------------------------|-------------|------------------------------|-------------|
| Regular Lot                             | \$1300      | Adult Raised Headstone Area  | \$800       |
| Infant Lots                             | \$500       | Adult Flat Headstone Area    | \$650       |
| Cremation Lots                          | \$600       | Infant Lots                  | \$200       |
| Veterans Memorial Lot                   | \$1900      | Cremation Lots               | \$400       |
| Single Niche                            | \$1050      | Single Niche                 | \$600       |
| Double Niche                            | \$1250      | Companion Niche              | \$1500      |

| <b>FAIRMOUNT MEMORIAL</b>      | <b>FEES</b> | <b>CITY OF COEUR D'ALENE</b> | <b>FEES</b> |
|--------------------------------|-------------|------------------------------|-------------|
| Regular Lot                    | \$1308      | Adult Raised Headstone Area  | \$800       |
| Lot (with view/features/trees) | \$1404-2268 | Adult Flat Headstone Area    | \$650       |
| Cremation Lots                 | \$960       | Cremation Lots               | \$400       |
| Single Niche                   | \$3228      | Single Niche                 | \$600       |
| Companion/Double Niche         | \$4008-4500 | Companion Niche              | \$1500      |
|                                |             | Companion Niche              | \$1500      |

| <b>CDA MEMORIAL GARDENS</b>                                 | <b>FEES</b> | <b>CITY OF COEUR D'ALENE</b> | <b>FEES</b> |
|-------------------------------------------------------------|-------------|------------------------------|-------------|
| Single Full Lot                                             | \$880       | Adult Raised Headstone Area  | \$800       |
| Single Veterans Full Lot                                    | \$770       | Adult Flat Headstone Area    | \$650       |
| Single Spouse Full Lot                                      | \$880       | Cremation Lots               | \$400       |
| Double Depth Full Burial Lot                                | \$880       | Single Niche                 | \$600       |
| Double Crypt Burial Container                               | \$995       | Companion Niche              | \$1500      |
| Right of 2 <sup>nd</sup> Interment (in addition to O&C fee) | \$250       | Companion Niche              | \$1500      |
| Infant Lot                                                  | \$220       | Infant Lot                   | \$200       |
| Single Cremation Lot                                        | \$440       | Veteran Lot (VFW Member)     | \$300       |
| Double Cremation Lot                                        | \$660       |                              |             |

RESOLUTION NO. 09-050

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

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

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

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

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following fees are hereby adopted, effective immediately:

**Creating Certain Water Rates:**

Definition to include overflow backflow tests with other tag fees: \$25.00

Change Base Rate for one time bulk water purchases: \$25.00

Amend penalty for permanent bulk water station users for failure to submit log sheets \$40.00

**Creation of Childcare Facility Fee**

Athletic Club Childcare Facility Fee \$10.00

**Recreation Department**

Proposed fee Amendments

| ACTIVITY             | CURRENT FEE |              | REVISED FEE |              |
|----------------------|-------------|--------------|-------------|--------------|
|                      | Resident    | Non-Resident | Resident    | Non-Resident |
| Youth Baseball       | \$11.00     | \$21.00      | \$15.00     | \$25.00      |
| Youth Soccer         | \$11.00     | \$21.00      | \$15.00     | \$25.00      |
| Youth Flag Football  | \$11.00     | \$21.00      | \$15.00     | \$25.00      |
| K/1st/2nd Basketball | \$21.00     | \$26.00      | \$26.00     | \$31.00      |
| Youth Tennis Lessons | One Fee     | \$25.00      | One Fee     | \$30.00      |
| Adult Tennis Lessons | One Fee     | \$31.00      | One Fee     | \$35.00      |

|                              |             |          |            |          |
|------------------------------|-------------|----------|------------|----------|
| Gymnastics                   | One Fee     | \$30.00  | One Fee    | \$40.00  |
| Youth outdoor swim lessons   | \$21.00     | \$26.00  | \$25.00    | \$30.00  |
| Kids Craft classes           | One Fee     | \$35.00  | One Fee    | \$40.00  |
| Youth Competitive Basketball | One Fee     | \$407.00 | One Fee    | \$435.00 |
| Youth dance lessons          | One Fee     | \$80.00  | One Fee    | \$90.00  |
| Gymnasium rental-hourly      | \$12.00/hr. |          | \$15.00/hr |          |
| Youth team sponsorship       | One Fee     | \$125.00 | One Fee    | \$135.00 |
| Youth Volleyball Camp        | \$21.00     | \$26.00  | One Fee    | \$30.00  |
| Youth Wrestling Camp         | \$21.00     | \$26.00  | One Fee    | \$30.00  |
| Youth Basketball Camp        | \$21.00     | \$26.00  | One Fee    | \$30.00  |
| Field light rental           | \$30.00/hr  |          | \$35.00/hr |          |

### Parks Department Proposed Fee Adjustments

|                    |
|--------------------|
| <b>MARINA FEES</b> |
|--------------------|

|                                                   | <u>CURRENT</u> | <u>PROPOSED</u>                                                  |
|---------------------------------------------------|----------------|------------------------------------------------------------------|
| <b><u>Independence Point Dock</u></b>             |                |                                                                  |
| Use of Dock for 4th of July Fireworks Observation | No access      | \$ 25.00 (per person)                                            |
| Maximum number of occupants: 150                  |                |                                                                  |
| <b><u>Moorage Docks</u></b>                       |                |                                                                  |
| Eliminate overnight moorage                       | \$15.00        |                                                                  |
| Charge per hour usage, same as parking fee        |                | Same as per hour parking fee, at 3 <sup>rd</sup> St. Parking lot |

|                      |
|----------------------|
| <b>CEMETERY FEES</b> |
|----------------------|

|                                                    | <u>CURRENT</u> | <u>PROPOSED</u> |
|----------------------------------------------------|----------------|-----------------|
| <b><u>Burial Lots</u></b>                          |                |                 |
| Adult Raised Headstone Area                        | \$ 800.00      | \$ 1,050.00     |
| Adult Flat Headstone Area                          | \$ 650.00      | \$ 800.00       |
| Infant Lots                                        | \$ 200.00      | \$ 250.00       |
| Cremation Lots                                     | \$ 400.00      | \$ 500.00       |
| Single Niche                                       | \$ 600.00      | \$ 800.00       |
| <b><u>Opening &amp; Closing</u></b>                |                |                 |
| Full Burial (weekday)                              | \$ 350.00      | \$ 550.00       |
| Full Burial (after 3 pm weekday and Saturday)      | \$ 450.00      | \$ 750.00       |
| Cremation (no attendance)                          | \$ 150.00      | \$ 200.00       |
| Cremation (with attendance weekday)                | \$ 200.00      | \$ 300.00       |
| Cremation (with attendance after 3 pm or Saturday) | \$ 250.00      | \$ 450.00       |
| <b><u>Other</u></b>                                |                |                 |
| Niche Nameplate                                    | \$ 150.00      | \$ 200.00       |

**LIBRARY FOOD PERMIT FEE**

**Food Permit**

No Fee                      \$     20.00

Any group utilizing the library, wherein food is served, a permit will be required.

DATED this 1<sup>st</sup> day of December, 2009.

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

ATTEST:

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

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

**ROLL CALL:**

- COUNCIL MEMBER MCEVERS                      Voted \_\_\_\_\_
- COUNCIL MEMBER KENNEDY                      Voted \_\_\_\_\_
- COUNCIL MEMBER GOODLANDER                      Voted \_\_\_\_\_
- COUNCIL MEMBER HASSELL                      Voted \_\_\_\_\_
- COUNCIL MEMBER BRUNING                      Voted \_\_\_\_\_
- COUNCIL MEMBER EDINGER                      Voted \_\_\_\_\_

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

OTHER BUSINESS

RESOLUTION NO. 09-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING WITHERSPOON, KELLEY, DAVENPORT & TOOLE TO COMMENCE WITH CONDEMNATION PROCEEDINGS, IF NECESSARY, ON PARCELS LOCATED ON HOWARD STREET IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

WHEREAS, to accomplish the construction of Howard Street Extension the City needs to acquire rights of way across certain parcels of land, more particularly identified as Tracts 50, 52, 53, and 54 of Fruitlands Addition to Coeur d'Alene; and

WHEREAS, Attached hereto as Exhibit "A" is a map depicting the rights of way to be acquired from each of the above referenced parcels. Each Tract shall be entitled to any legal encroachment upon the Howard Street Extension upon proper application to the City of Coeur d'Alene;

WHEREAS, the location of the proposed rights-of-way for the Howard Street Extension project is necessary and the rights of way are located in a manner which is most compatible with the greatest public good and the least private injury, pursuant to I.C. §7-705; and

WHEREAS, it is recommended that the City of Coeur d'Alene authorize Witherspoon, Kelly, Davenport & Toole to commence with condemnation proceedings, if necessary, to acquire rights of way on all of the above listed parcels; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to authorize Witherspoon, Kelly, Davenport & Toole to commence with condemnation proceedings, if necessary, to acquire rights of way on the above listed parcels; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that Witherspoon, Kelly, Davenport & Toole are hereby authorized to commence with condemnation proceedings, if necessary, to acquire rights of way on the above listed parcels.

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

DATED this 1<sup>ST</sup> day of December, 2009.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

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

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

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



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**November 23, 2009**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

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

**STAFF PRESENT**

Jim Dunn, WW Project Manager  
Gordon Dobler, Engineering Svcs. Dir.  
Sid Fredrickson, WW Superintendent  
Amy Ferguson, Executive Assistant  
Jon Ingalls, Deputy City Administrator  
Troy Tymesen, Finance Director  
Chris Bates, Project Manager  
Michael Gridley, City Attorney

**Item 1           Agreement for Professional Engineering Services with J.U.B. Engineers, Inc.**  
**Consent Calendar**

Jim Dunn, Wastewater Project Manager, presented a request for authorization to enter into an agreement with J.U.B. Engineers, Inc., 7825 Meadowlark Way, for professional engineering services for the Wastewater Collection System Capital Improvements at a cost not to exceed a total of \$132,000.00. Mr. Dun confirmed that this is a one year extension to an existing contract and will include the CIPP Pipe Study as well as Open Trench Design and GIS upgrades to the electronic mapping system. The consultants will design and survey existing manholes and review videos taken in house by the city's own crew.

Councilman Hassell recused himself from the vote.

**MOTION by Kennedy, seconded by McEvers, to recommend Council approval of Resolution 09-\_\_\_\_, authorizing an agreement with J.U.B. Engineers, Inc. for professional engineering services associated with the Wastewater Collection System Capital Improvements at a cost not to exceed \$132,000.00. Motion carried.**

**Item 2           Change Order #2 – Stormwater Pump Station**  
**Consent Calendar**

Sid Fredrickson, Wastewater Superintendent, presented a request for approval of Change Order #2 for the Stormwater Pump Station rebuild project in the amount of \$3,066.00, for a total project construction cost of \$193,232.00. Mr. Fredrickson said that there were originally going to use one of their breaker panels in the motor control center, but the breaker shorted out. The contractor was authorized to spend \$2,500.00 for a new breaker, which included installation and conduit wiring. The change order also calls for a new transformer that allows the control circuit to run from the generator in the amount of \$566.00. Mr. Fredrickson explained that Shannon Electrical charged well over \$3,000.00 to Shannon Industrial for the electrical work but Shannon Industrial is honoring their original quote.

**MOTION by Kennedy, seconded by McEvers, to recommend Council approval of Resolution 09-\_\_\_\_, authorizing Change Order #2 with Shannon Industrial for the Stormwater Pump Station rebuild project in the amount of \$3,066.00, for a total project construction cost of \$193,232.00. Motion carried.**

**Item 3           Approval of Amendment #3 to Hawk’s Nest Annexation Agreement.  
Consent Calendar**

Gordon Dobler, City Engineer, presented a request for approval of Amendment #3 to the Hawk’s Next Annexation Agreement. Mr. Dobler explained that the developer is unable to complete Carrington Lane and having trouble getting bonding for it which is a required for approval of Phase 4B as bonding is expensive and difficult to get from banks. The developer is trying to get cash security instead and is having trouble coming up with the cash. The annexation fees are \$47,250.00 and the delay in payment of the annexation fees until after Carrington Lane is constructed and using that money as security will allow for the approval of the final plat. The amendment to the annexation would require the developer to pay the annexation fees when the road is completed, or by July 30<sup>th</sup>.

Mr. Dobler confirmed that this kind of an arrangement has not been done before and could potentially set a precedent. He further noted that the developer will finalize their plat, post security for the remaining improvements, and then at some point they will start releasing building permits. In this particular subdivision, they would probably do a partial acceptance; i.e., issue occupancies on the roads that have been completed. Around April the developer will start building Carrington Lane, with completion by June, at which time the city would return the security and retain the annexation fees.

Mr. Dobler explained that the worst case scenario would be if the developer couldn’t finish the road, in which case they would use the cash security provided to finish it.

Councilman McEvers asked what would happen if the city did not agree to the proposed amendment. Mr. Dobler said that more than likely the developer would sit on the subdivision without being able to build homes until June 30<sup>th</sup>. Councilman Kennedy said that he feels that the exposure or risk to the city is worth keeping people employed. Mr. Dobler confirmed that city staff is comfortable with the amendment.

**Motion by Kennedy, seconded by McEvers, to recommend council approval of Resolution No. 09-\_\_\_\_, authorizing Amendment #3 to the Hawk’s Nest Annexation Agreement. Motion carried.**

The meeting adjourned at 4:23 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison