

# Coeur d'Alene

## CITY COUNCIL MEETING

*July 17, 2012*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

## CONSENT CALENDAR

A CONTINUED MEETING OF THE  
COEUR D'ALENE CITY COUNCIL  
HELD ON JUNE 28, 2012 AT 7:30 A.M.  
AT THE PARKSIDE TOWER CONFERENCE ROOM

The City Council of the City of Coeur d'Alene met in continued session at the Parkside Tower Conference Room on June 28, 2012 at 7:30 a.m. there being present upon roll call a quorum.

Sandi Bloem

Mike Kennedy (left 8:48a.m. )	Members of Council Present
Deanna Goodlander )	
Woody McEvers )	
Steve Adams )	
Dan Gookin )	
Ron Edinger )	

Denny Davis, Chairman

Dave Patzer )	Members of LCDC Present
Jim Elder )	
Al Hassell )	
Brad Jordan )	
Justin Druffel )	

Tony Berns, Executive Director

Monte Miller )	Members of Team McEuen Present
Dick Stauffer )	
Phil Boyd )	
Matt Gillis )	
Justin Cook )	

STAFF PRESENT: Susan Weathers, City Clerk; Renata McLeod, City Clerk Apprentice; Wendy Gabriel, City Administrator; Steve Anthony, Recreation Director; Doug Eastwood, Parks Director; Ed Wagner, Building Director; Brain Keating, Fire Dept.; Gordon Dobler, City Engineer; Mike Gridley, City Attorney; Troy Tymesen, Finance Director.

WORKSHOP – 30% DESIGN PLAN FOR MCEUEN PARK: Dick Stauffer representing Team McEuen reviewed the project to date including the currently funded aspects of the park which includes the design plan. The design process included the topographical survey of the park.

Mr. Stauffer explained the four “districts” for the park which were named for the activities within their area of the park which are: Grand Plaza District, Harbor District, Trail District, and

Recreation District. He highlighted the designated place-holders for public art in the park. He noted that the walkway around the park is marked for distance and at certain points exercise stations will be placed. The Harbor District and Grand Plaza District, located near the waterfront, will have a depiction of Lake Coeur d'Alene embedded on the promenade which would identify all the bays around the lake. He described the amenities located at the lakefront at the base of Tubbs Hill which would include seating, a concession facility site, and boat docks. He described the main entrance into the park which aligns directly from 4<sup>th</sup> Street. Mr. Stauffer commented that the Arts Commission will be involved in the artwork for the park. The extension of Centennial Trail will go eastward from the park, between the Library and City Hall, and onto Mullan Avenue. The Veteran's Memorial will be placed in the Grand Plaza area.

Mr. Stauffer noted that Team McEuen has been researching the amenities that could be included in the play Area of the Recreation District. In regard to the existing trees, the goal is to save as many trees as possible and noted that the trails have been placed so the trees can survive. The plan calls for as much a separation as possible between pedestrian access and vehicles. As a result of meeting with Bob Singletary and his organization, the play area in the park will include a possible lookout tower-type design with a slide, a water wheel, and a mill teepee burner. A tug boat element is also planned to be placed near the splash pad area. He noted that all play area designs will have safety in mind. The planned pavilion is designed to accommodate a large group or can be subdivided into four smaller areas that could accommodate groups such as family reunions. This area will have picnic tables and an area for food.

The Front Street Promenade includes hardscape/softscape areas that include trees placed in root wells. The intersections will be articulated from a pedestrian standpoint with bollard separations to prevent cars from entering onto pedestrian walkways.

Monte Miller described the parking facility which will extend 3 blocks and will be tucked under Front Avenue. The new parking plan allows for an increase in total parking spaces. Phil Boyd described the traffic plan along Front Avenue. He noted that 3<sup>rd</sup> and Front would be a 4-way stop, as with 6<sup>th</sup> and Front. 7<sup>th</sup> and Front will be a raised intersection with a speed reduction design. City Hall parking lot will include 23 boat trailer parking spaces, a designated area for City fleet parking, and two retaining walls to help with the aesthetic view from the park.

Monte Miller reported that the entrance to the parking lot off of 2<sup>nd</sup> and Front will be unchanged with the ticket booth moving to the east. He noted that the access to launch a boat is unchanged and the trailer/vehicle parking will be the first spaces to the east of the ticket booth. Entrance into the parking facility will be from 3<sup>rd</sup> and exit at 6<sup>th</sup> on Front Street. Hydraulic elevators will be placed along Front Street at various intersections that would allow pedestrian access to the park. Dick Stauffer noted that the conversion ratio from boat trailer parking to vehicle parking is 3 vehicle spaces to 1 boat trailer parking space.

Dick Stauffer described the lighting system for the park which includes LED lighting and has an adjustable illumination program. The Kootenai Dog Park Association has helped design the area and will fund the development of the dog park. Doug Eastwood noted that he is currently working to allow the possibility of allowing dogs on leashes along certain trails in the park.

The Council discussed the issue of compromise on the park plan. Monte Miller commented that another joint meeting will be held at the 60% design completion point. Phil Boyd reviewed the timeline for the project noting that any funding that comes available for additional amenities will affect the timeline.

ADJOURNMENT: Motion by Edinger, seconded by Adams that, there being no further business before the Council this meeting is adjourned. The meeting adjourned at 9:30 a.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk

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

**July 3, 2012**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room July 3, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

**INVOCATION:** Invocation was led by Pastor David Roberts, Heart of the City Church.

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

**PUBLIC COMMENTS:**

**BAR COMPLAINT:** Rianna Metonis, 2005 E. Front Avenue, voiced her concerns regarding the noise level and activities at the bar in her neighborhood. The main issue is noise, playing music late into the night from 11:00 p.m. – 2:30 a.m. with screaming, and yelling. She also noted that people are urinating and vomiting outside and there are frequent fights. She asked for help from the City to resolve this issue. Mayor Bloem asked if anyone has approached the bar owner with these issues. Ms. Metonis responded that the residents are very hesitant to do so. Captain Childers noted that the Code Enforcement Officer has scheduled a meeting with the neighborhood. They have also met with the bar owner who has made some changes to the bar to help the situation. Police has patrolled the area and has taken decibel readings.

**NEIGHBORHOOD COMPLAINTS:** Dennis Hinrichsen, 946 E. Spruce Avenue, spoke regarding issues in his neighborhood. He commented that a neighbor has an accessory dwelling unit and he objects to allowing it to continue. He believes that there is a lack of code enforcement in the City. He also complained about a neighbor's residence that has dry-rot and complained about the other rentals in his area and wants the Council to enforce building standards in existing homes in his area. Chief Longo commented that the Code Enforcement Officer is working on a variety of issues and they have been working on the drug trafficking in the neighborhood.

**SOCIETY COMPLAINTS:** David Bouchard, 530 W. Harrison, spoke of society as irresponsible and needing instant gratification. He commented on the recent recall and the means and methods the Council has used and referred to the “Agenda 21” as a downfall of our country.

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

1. Approval of minutes for June 19, 2012.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, July 9<sup>th</sup> 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-027: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING A MEMORANDUM OF UNDERSTANDING – SATELLITE PHONES FOR IDAHO TECHNICAL REQUEST TEAM; CONSULTING CONTRACT – POLICE ASSOCIATION NEGOTIATIONS; S-2-03 - FINAL PLAT APPROVALS AND MAINTENANCE/WARRANTY AGREEMENTS FOR WATERFORD 8<sup>TH</sup> AND 9<sup>TH</sup> ADDITIONS; CHANGE ORDER #1 – 2012 MULLAN ROAD STORM DRAIN PROJECT; AMENDMENT TO MOU FOR HUBBARD GRAY CONSULTANTS AND AMENDMENT NO. 1 – HDR ENGINEERING FOR WWTP PHASE 5C.1
4. Declaration of surplus property and authorization to auction the Fire Department items .

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

**COUNCIL COMMENTS:**

**COUNCILMAN MC EVERS:** Councilman McEvers presented a brief historical video of the Skateboard Park and the group’s fundraising efforts for possibly a new facility at McEuen Park. On July 28<sup>th</sup>, they will be doing a fundraiser demonstration for a donation of \$10.00.

**COUNCILMAN GOOKIN:** Councilman Gookin reported that the Memorial Field baseball figures painted on the face of the wall have now been painted so you can see the batter holding the bat. He also volunteered for Ironman. He attended the ribbon cutting on River Avenue. He went for a ride-along with Officer Pleger. He announced that tomorrow will be his first 4<sup>th</sup> of July Parade that he will be participating in.

**COUNCILMAN GOODLANDER:** Councilman Goodlander announced that the first installation of utility box artwork will be done this Friday.

**ADMINISTRATOR’S REPORT:** City Administrator Wendy Gabriel announced that last week a ribbon cutting ceremony was conducted for Phase 1B of the Education Corridor. Parking Enforcement for the 2-hour parking at the Coeur d’Alene Library has begun. The City recently received five Resilient Cities Awards from the Association of Idaho Cities. New bike lanes are now painted on Government Way from Harrison south to the 4-corners intersection. Officers will be out in force in the downtown area for the 4<sup>th</sup> of July. The 4th Annual Parks Day Celebration will be held on July 14th. The parks highlighted this year are Phippeny Park and Winton Park.

**PROPOSED COUNTY PROTECTIVE CUSTODY HOLD FACILITY:** Council President Kennedy reported that the request from Kootenai County is for a financial commitment from the City for \$5,000 to assist in the financial package the county is submitting for a grant in collaboration with other agencies for a combined Mental Health-Alcohol Detoxification facility.

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

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

**MOTION:** Motion by Edinger, seconded by Kennedy to approve a financial request of \$5,000 to Kootenai County to help off-set the operational and/or building remodel expenses for a combined Mental Health-Alcohol Detoxification facility.

**DISCUSSION:** Councilman Goodlander commented that this has been a longstanding issue for our Police Department. Councilman Adams noted that the final amount being requested is significantly less than originally requested. Councilman McEvers believes this is the right thing to do. Councilman Kennedy would also encourage the other cities in Kootenai County to participate in supporting this project. Motion carried.

**ADJOURNMENT:** Motion by Edinger, seconded by McEvers to that there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 6:53 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC, City Clerk



RESOLUTION NO. 12-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN OPERATIONAL MEMORANDUM OF UNDERSTANDING AND 2012-2013 APPARATUS RATES WITH THE IDAHO DEPARTMENT OF LANDS (IDL); AND APPROVING A LOCAL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT (ITD), CITY, AND J-U-B ENGINEERS, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE GOVERNMENT WAY PROJECT.

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

- A) Approving an Operational Memorandum of Understanding and 2012-2013 Apparatus Rates with the Idaho Department of Lands (IDL);
- B) Approving a Local Professional Services Agreement between the Idaho Transportation Department (ITD), City, and J-U-B Engineers, Inc. for Construction Engineering Services for the Government Way Project;

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 "A through B" 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 17<sup>th</sup> day of July, 2012.

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Sandi Bloem, Mayor

ATTEST

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

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

# Staff Report

**Date:** June 25, 2012

**From:** Kenny Gabriel, Fire Chief

**Re:** Department of Lands MOU and Apparatus Rate's

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**DECISION POINT:** For Mayor and City Council to approve the an Operational MOU and 2012/13 Apparatus Rate's with the Idaho Department of Lands (IDL).

**HISTORY:** The Coeur d'Alene Fire Department has been a part of the IDL immobilization plan for Wildland fires for thirteen (13) years. Each year they evaluate the reimbursement rates and set a new fee schedule. Also new to the City is an MOU. This MOU spells out responsibilities of each agency if we are on an incident together.

**FINANCIAL ANALYSIS:** This fee schedule and MOU covers our expenses in the event we send an apparatus and personnel to a Wildland fire in or out of the area.

**PERFORMANCE ANALYSIS:** The City of Coeur d'Alene has been the only City in the State to have a mutual aid agreement with IDL. That agreement has changed and now comes to us in the form of an MOU. The MOU is similar to the mutual aid agreement we had in place. This agreement is vital to the planning for a wildland fire in or around the City as it gives us a mechanism to request assistance from IDL.

**DECISION POINT/RECOMMENDATION:** For the Mayor and City Council to approve the MOU and Apparatus Rate with IDL.

## **Memorandum of Understanding (MOU) Completion Procedure**

1. Assure the following information is entered in the MOU prior to submission through the Bureau of Fire Management for the State Forester/Division Administrator, Forestry and Fire, signature:
  - A. The local fire protection agency name is typed or printed in two locations:
    - i. Title
    - ii. First paragraph on first page
  - B. The title of the authorizing local fire protection agency official is entered on the final page under the appropriate signature block.
  - C. The date is recorded by the local fire protection agency official at the time of signature.
  - D. Enter the name of the IDL District/Association, and the county where the fire protection agency is located, in the box marked "For Office Use Only" on the signature page.
2. Forward the signed MOU to the attention of the Fire Business Program Manager at the Bureau of Fire Management in Coeur d'Alene. Once signed by the State Forester/Division Administrator, Forestry and Fire, the original MOU will be filed at the Bureau of Fire Management, and a copy will be sent to the IDL District/Association office.
3. Annual Operating Plan: These are to be developed annually between the Fire Warden and the local fire protection agency Fire Chief. Copies of the Annual Operating Plan can be signed at the local level and do not need to be forwarded to the Bureau of Fire Management.

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Idaho Department of Lands**  
**and**  
**City of Coeur d Alene**

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This Memorandum of Understanding (MOU) is entered into between the State of Idaho, Department of Lands, hereinafter referred to as "IDL", and City of Coeur d Alene, hereinafter referred to as the "District", both parties being collectively hereinafter referred to as "Cooperators"; and

WHEREAS, IDL is responsible under Idaho Code, Title 38, Chapter 1, for providing fire protection on forest lands within its duly established forest protective district, the boundaries of which are indicated on a map attached hereto as "Exhibit A"; and

WHEREAS, the District is responsible for providing fire protection to private property subject to the District fire protection levy, the boundaries of which are indicated on a map attached hereto as "Exhibit B"; and

WHEREAS, on occasion, fire action and authority of the Cooperators tend to overlap; and

WHEREAS, it is in the public interest for the Cooperators to coordinate operations in order to minimize losses of property and resources due to fire and to provide fire protection in the most cost-effective manner possible;

NOW THEREFORE, the Cooperators agree to the following:

**1. Jurisdiction on Fires**

Within or adjacent to the District's boundaries, the statutory jurisdictional responsibility for fire control on forest land varies. It may be:

- A. Sole IDL Jurisdiction.** Lands subject to Forest Fire Protection Assessment and not subject to District fire protection levy.
- B. Sole District Jurisdiction.** Lands or values subject to District fire protection levy and not subject to Forest Fire Protection Assessment.
- C. Joint Jurisdiction.** Lands subject to both Forest Fire Protection Assessment and District fire protection levy.

**2. Reporting of Fires**

The District will notify IDL, by the most expeditious means, of any fires within the District boundaries which threaten forest land or which the District is incapable of immediately controlling. IDL, in turn, will notify the District, by the most expeditious means, of fires within the fire district boundaries that threaten lands or values subject to District fire protection levy or that IDL is incapable of immediately controlling.

### 3. Fire Incident Response

- A. Sole IDL Jurisdiction.** In the event of a fire emergency in a sole IDL jurisdiction area, IDL will respond. The District may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. IDL may request response from the District to gain timely initial attack and control action, or to supplement IDL resources.
- B. Sole District Jurisdiction.** In the event of a fire emergency in a sole District jurisdiction area, the District will respond. IDL may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District may request that IDL provide supplemental resources for fire emergency operations and support.
- C. Joint Jurisdiction.** In the event of a fire emergency in a joint jurisdiction area, both IDL and the District will respond, subject to the availability of resources.

### 4. Command

- A. Sole IDL Jurisdiction Incidents.** IDL will provide incident command for these incidents. When the District is the first arriving agency, the District officer shall establish incident command until released by the IDL Incident Commander.
- B. Sole District Jurisdictional Incidents.** The District will provide incident command for these incidents. When IDL is the first arriving agency; the IDL officer shall establish command until released by the District Incident Commander.
- C. Joint Jurisdiction Incidents.** Unified Command is the preferred method of incident management on these incidents. The officer of the first arriving agency shall establish incident command and upon the arrival of the other agency, Unified Command will be established and used for incident management.

### 5. Fire Operations

- A. Sole IDL Jurisdiction.** Operations will meet IDL standards.
- B. Sole District Jurisdiction.** Operations will meet District standards.
- C. Joint Jurisdiction.** Incident objectives and tactics will be established by Unified Command. Once the fire has been contained, both agencies will be responsible for mop-up of the wildland portion of the fire. Unified Command will jointly decide which resources will stay for mop-up and which resources will be released.

IDL recognizes that making District resources available for initial alarm response/attack is important, and will plan to release these resources at the earliest opportunity. Either agency may request assistance from the other, if needed, and the resources are available.

- i. Containment:** "Containment" is defined as the achievement of an established control line which, under prevailing conditions, can be reasonably expected to check the spread of the fire to structures and forest lands, e.g., cold trail, wet line, line to mineral soil, natural barriers, or combinations of these. As used herein, "under

prevailing conditions” includes consideration of resources available for continued operations. Containment time will be determined by the Incident Commander or if operating under Unified Command, by mutual agreement of Unified Command.

- ii. **Special Resources:** “Special resources” include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.
- iii. **Ordering:** Prior to the arrival of IDL at the incident, the initial attack Incident Commander may order special resources through IDL. That decision shall be documented and payment authorized by IDL prior to the mobilization of special resources.

## 6. Sharing of Radio Frequencies

The District and IDL may agree to share specific radio frequencies for use during mutual assistance incident activities.

## 7. Fire Investigation

The District and IDL agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. An IDL Fire Investigator may investigate fires originating on, spreading to, or threatening land subject to Forest Fire Protection Assessment, i.e., sole IDL or joint jurisdiction areas.

## 8. Costs

**A. Sole IDL Jurisdiction.** If IDL requests District assistance, then IDL will pay for District personnel and equipment requested. If the District responds to indirectly protect its own jurisdiction area, there will be no reimbursement of costs.

**B. Sole District Jurisdiction.** If the District requests IDL assistance, then the District will pay for IDL personnel and equipment requested. If IDL responds to indirectly protect its own jurisdiction area, there will be no reimbursement of costs.

### C. Joint Jurisdiction.

- i. **Initial Attack to Containment:** Each party will pay its own costs.
- ii. **After Containment:** Both agencies will be responsible for mop-up of the portion of the fire for which they assess a protection fee. IDL recognizes the need to free District resources as soon as possible and will make every effort to do so.
- iii. **Charges Not Required:** Nothing in this MOU requires that the District or IDL charge its resource costs to the other party. The purpose of this MOU is mutual assistance and cooperation in the control and suppression of fires. In many instances resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District or IDL desires, or is required, to charge for resource costs and in that case the provisions of this section apply.

## 9. Cost Reimbursement Procedures

All provisions within this MOU for reimbursement of costs are at the option of the resource provider and are subject to the following conditions:

- A. Notice.** If the resource provider intends to charge for any of its costs as allowed by this MOU, notice of such intent must be given to the on-scene Incident Commander of the requesting agency prior to the incursion of costs.
- B. Invoice.** Any resource provider costs, which are to be billed as allowed by this MOU, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

## 10. Cost Reimbursement Rates

District personnel and equipment will be paid by IDL at the rates published annually in the *Idaho Fire Service Organization Rate Book*.

## 11. Burning Permits

The IDL will issue burn permits for all open burning outside incorporated cities, towns and villages during the closed fire season. The IDL may elect to delegate this authority to the District to issue permits for miscellaneous burning by issuing a Deputy Fire Warden card to certain District members. All permits for burning slash from tree harvesting, thinning, road rights-of-way, and land clearing will be issued by the IDL. The District will make available to the IDL any information concerning permits issued and will notify the IDL of any violations of the terms of the permit, applicable statutes and rules.

The IDL will attempt to keep the District informed regarding permits issued within the District's boundaries by requiring the permittee to notify the District prior to burning. The requirement will be placed on the permit by the issuing office and copies of the permit will be made available to the District upon request. The IDL will make every effort to cooperate with the District by refusing to issue or renew permits when requested by the District if subsequent investigation indicates such request is justified.

## 12. Annual Operating Plan

Representatives of the District and the IDL shall mutually develop an Annual Operating Plan that provides principles, direction, and guidance for the conduct of fire control operations. The Annual Operating Plan shall be reviewed annually, and revised as necessary to achieve mutual cooperation and understanding.

## 13. Statewide Mobilization

IDL is responsible to be the single hiring point for equipment and personnel obtained from Fire Service Organizations within the state of Idaho for assistance on wildland incidents, other than local initial attack.

- A.** The *Idaho Fire Service Organization Rate Book* is the document that outlines the procedures for signing up and paying city, county, and rural fire departments throughout the state.



- B.** Equipment requirements, and required qualifications for personnel, are provided in the *Idaho Fire Service Organization Rate Book*.
- C.** Nothing in this section is meant to be applied to the previous sections of this MOU which apply to local mutual assistance within or adjacent to the District.

#### 14. Review

This MOU will be reviewed at least every five years by both the District and IDL to address any change in condition that may affect joint fire protection and ensure that the terms remain agreeable to both parties.

#### 15. Duration and Termination

This MOU shall remain in effect for five years from the date of final signature unless terminated by either party upon serving notice to the other. Such notice of termination must be in writing and must be issued at least thirty (30) days prior to actual termination of the MOU.

In witness whereof the parties to this agreement have affixed their signature:

By: \_\_\_\_\_  
State Forester/Division Administrator, Forestry and Fire,  
Idaho Department of Lands

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Chairman, District Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Local Fire Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**For Office Use Only**

IDL Area/District/Association:

County where FSO is located:

# **CITY COUNCIL STAFF REPORT**

**DATE:** July 17, 2012  
**FROM:** Christopher H. Bates, Engineering Project Manager  
**SUBJECT:** Approval of Construction Engineering & Inspection Professional Services Agreement for Government Way, Dalton Ave to Hanley Ave.



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## **DECISION POINT**

Staff is requesting Council approval of an agreement with the Idaho Transportation Department and JUB Engineers, Inc. for construction engineering and inspection services for the Government Way reconstruction project from Dalton Ave to Hanley Ave.

## **HISTORY**

This project has been in the process for the past four years with design, right-of-way acquisition, and the relocation of utilities. Construction has begun and ITD has finally completed the review of the professional services agreement for inspection services on the project, and, it is now ready for execution by the three affected parties (ITD, City & JUB).

## **FINANCIAL ANALYSIS**

The PSA agreement with the selected consultant was negotiated by the Local Highway Technical Assistance Council (LHTAC) acting on behalf of the Idaho Transportation Department. The contract amounts to \$303,000.00 for services to be rendered. There is a 7.34% match required but that amount is already accounted for in the construction match that was previously approved (Sept. 2011).

## **PERFORMANCE ANALYSIS**

Due to restrictions in the administration of federally funded contracts, the design engineer (Welch-Comer & Assoc.) is not allowed to provide inspection services for the project that they designed. That restriction required the solicitation of services from other firms that had experience administering Federal Aid projects. Experience, man hour and scope of work submittals from five area firms were reviewed by a panel consisting of LHTAC staff, and, City Engineering staff. The review allotted point valuations based on previous experience, quality and quantity of available staff, and allotment of firm resources, and, JUB Engineers, Inc. was selected in March 2012. Project construction commenced in May, 2012, with an anticipated completion date of late September 2012. The consultant has been working without an approved contract since the project began.

## **RECOMMENDATION**

Staff recommends approval of the attached State/Local agreement with ITD, and JUB Engineers, Inc.

IDAHO TRANSPORTATION DEPARTMENT

**LOCAL PROFESSIONAL SERVICES AGREEMENT**

Agreement Number 8183
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**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Coeur d'Alene, whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter called the "Sponsor," and J-U-B Engineers, Inc., whose address is 250 S. Beechwood Ave., Ste 201, Boise, ID 83709-0944, hereinafter called the "Consultant."

**RATIFICATION**

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

**NOW, THEREFORE**, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: SMA-7155 GOV'T WAY; DALTON TO HANLEY AVE  
PROJECT NO: A011(526)  
KEY NO: 11526

**I. SUBCONSULTANTS**

The Sponsor approves the Consultant's utilization of the following Subconsultant:  
Strata, Inc.

**II. AGREEMENT ADMINISTRATOR**

This Agreement shall be administered by Todd Bartolome, LHTAC, 3330 Grace St., Boise, ID 83703; (208) 344-0565; or an authorized representative.

**III. DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**A. DESCRIPTION OF WORK**

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
  - a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements
  - b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

2. Aerial photography negatives and other items as identified in Section J, Paragraph 9 of the Consultant Agreement Specifications shall be sent to Greg Mead, Idaho Transportation Department, P.O. Box 7129, Boise, ID 83707.
3. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

#### **IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE**

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

#### **V. TIME AND NOTICE TO PROCEED**

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **11/15/2012**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

#### **VI. BASIS OF PAYMENT**

- A. Payment Basis: Unit Cost - Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual unit cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
  1. Not-To-Exceed Amount: **\$303,000.00**
  2. Additional Services Amount: **\$0.00**
  3. Total Agreement Amount: **\$303,000.00**
- C. Fee and Overhead are included in the loaded hourly billing rates identified in Attachment No. 2.

- D. Approved Overhead Rates for Prime Consultant and Subconsultants
- |                       |         |
|-----------------------|---------|
| J-U-B Engineers, Inc. | 194.94% |
| Strata, Inc.          | 169.10% |
- E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. - An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated.
- In no case will rates be adjusted more than once per agreement year.
- F. Professional Services Authorization and Invoice Summary (PSA) No. 1 is issued in the amount of **\$100,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive PSAs.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands on the day and year in this Agreement first written above.

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

**CITY OF COEUR D'ALENE**  
Sponsor

By: Chris Carfull

By: Gordon Noble

Title: Project Manager

Title: City Engvr

**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED AS TO FORM:  
Lawrence G. Allen  
Deputy Attorney General  
June 9, 2011

By: \_\_\_\_\_  
Highways Program Oversight Engineer

hm:11526 LPA JUB.docx

## ATTACHMENT NO. 1

### CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement all Professional and Term agreements and shall be attached to said agreements.

#### A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site:  
<http://www.itd.idaho.gov/design/cau/policies.htm>.
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

**NOTE:** All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

**B. STANDARDS OF PERFORMANCE**

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

**C. AGREEMENT ADMINISTRATOR**

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

**D. PERSONNEL**

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

**E. SUBCONSULTANTS**

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the State request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show the project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.



## I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

### Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

### Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

### Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://www.itd.idaho.gov/design/cau/policies.htm>.

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the State. If at any time, the State determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the State to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each Subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each Subconsultant within twenty (20) calendar days after the Subconsultant's work is satisfactorily completed.

Form ITD-2892 (Certification of Payment) shall be filled out by the consultant for each invoice and provided to the Agreement Administrator verifying payments to subconsultants. Upon completion of the work, the consultant shall certify total payment to all subconsultants on Form ITD-2921 (Certification of Payment Amounts). Forms will be provided by the State.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The State warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;  
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

#### 4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the State.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

#### 5. TERMINATION

The State may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a through c above, the State shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration with the American Arbitration Association (AAA). Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the State.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the State for payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the State. The Consultant shall respond to the State's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the State, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. Any use of these materials for purposes other than intended under this agreement shall be at the risk of the State and the State shall indemnify, defend and hold harmless the Consultant from any damages or losses resulting from such use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

11. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproducible of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered on one of the following:

- a. Standard CD-ROM format;
- b. Standard DVD-ROM Format

Files shall be developed with MicroStation software, XM Version 8.09.X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: [http://www.itd.idaho.gov/design/cau/general\\_info.htm](http://www.itd.idaho.gov/design/cau/general_info.htm).

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, and hold harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

- b. Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods, and until one (1) year after the project construction has been completed. The State shall have until that time to give the Consultant notice of the claim.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

14. **INSURANCE**

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain comprehensive general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. **ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST**

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. **LEGAL COMPLIANCE**

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. CIVIL RIGHTS ACT

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

- a. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. (<http://www.itd.idaho.gov/civil/eeocc.htm>)
- b. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age or handicap/disability.
- c. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age or handicap/disability.
- d. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
- e. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;

- Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.

f. **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs a. through e. above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

## 21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

## 22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NOTE:** Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.



23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

## SCOPE OF SERVICES FOR CONSTRUCTION ENGINEERING &amp; INSPECTION (CEI) SERVICES

DATE: 3/19/2012  
 Project Name: Government Way; Dalton to Hanley Ave.  
 PROJECT NO.: A 011(526)  
 KEY NO.: 11526

This scope of work is to provide Construction Engineering, and Inspection (CEI) Services limited to contract administration, inspection, materials sampling, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the Local Urban, Gov't Way, Dalton to Hanley Ave. project located in Coeur d'Alene, Idaho for the City of Coeur d'Alene (SPONSOR). J-U-B Engineers, Inc. (CONSULTANT) intends to provide the LHTAC with experienced administration, inspection/sampling personnel. Through this contract, Consultant will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract. CONSULTANT's role is limited to the scope of services described herein and is working under the authority of LHTAC. CONSULTANT shall not have the authority to modify the Contract Documents, scope of Contractor's Work, performance times, or payment to the Contractor. LHTAC is responsible for authorizing all changes to the Contract Documents, approving all payments to the Contractor, and final acceptance of the Work.

**Project Schedule** - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. It is anticipated that CONSULTANT will be engaged in CEI services from April, 2012 through November, 2012 based on the anticipated Construction schedule. Additional compensation will be considered and negotiated in a mutually agreeable manner with the CONSULTANT for additional work that may result due to schedule impacts beyond the control of the CONSULTANT.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

**PRIMARY TASKS:**

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project for acceptance by the LHTAC, ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of the activities necessary to administer the contract.

1.1 Submittal Log & Minimum Testing Requirements (MTR's) – CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals, and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results. Performance Assumptions:

i. Minimum Testing Requirements (MTR's) will be prepared for review and approval of the LHTAC Resident Engineer.

1.2 Pre-construction Conference – CONSULTANT will facilitate the Pre-construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

1.3 Labor Compliance – The Contractor's and Sub-contractor's certified payroll wage rates will be checked against contract requirements, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews. Performance Assumptions:

- i. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, and pay scales.
- ii. Maintain records in compliance with Title VI requirements.

1.4 Civil Rights Compliance – Employee interviews and review of contractor civil rights postings will be provided per the Construction Administration Manual. The LHTAC Resident Engineer will be notified of instances of non-compliance.

1.5 Filing & Records Verification – Project files will be maintained at the Consultant's office. Copies of requested information will be forwarded to the LHTAC Resident Engineer. Periodic checks of the files may occur by LHTAC, ITD, or FHWA representatives during the project to check that records are being accurately kept and the filing system is up to date. Performance Assumptions:

- i. Maintain project filing system.
- ii. Address periodic review comments.

1.6 Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities backup for each bid item payment with a summary sheet showing the amounts to be paid. Materials test reports and certifications will be checked and posted with each pay estimate. Performance Assumptions:

- i. Prepare bi-weekly or monthly pay estimate packages.
- ii. ITD 2242 Time accounting form will be provided with each pay estimate developed.

1.7 Materials Certifications – Certifications, as required by bid item, will be requested for certain materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

1.8 Contract Changes – Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.

1.9 Pre-paving Meeting – CONSULTANT will facilitate a pre-paving meeting with the Contractor.

1.10 Weekly Progress Meetings – Weekly/Periodic progress meetings will be held on site or at a location agreed to by the Contractor, Sponsor and Consultant. Performance Assumptions:

- i. Attend weekly/periodic progress meetings
- ii. Digitally record the weekly meetings
- iii. Prepare minutes for distribution and review.

1.11 Subcontracts & Certified Payroll Reviews – CONSULTANT will review and present subcontracts for approval by LHTAC. Certified payrolls of the contractor and subcontractors shall be reviewed for compliance.

1.12 Change Orders – CONSULTANT will prepare negotiate, and analyze Change Orders for review and processing by the LHTAC Resident Engineer. Contract Time accounting will be reviewed for time adjustment by Critical Path Method analysis when warranted by change orders. Performance Assumptions:

- i. CONSULTANT will consult with the SPONSOR and the LHTAC Resident Engineer personnel, as required by the ITD Contract Administration Manual, and prepare the ITD-2317 and backup information for review by the LHTAC Resident Engineer.

- iii. For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing Labor, material and equipment costs of such work.

1.13 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that all interpretations and clarifications will be directed to the LHTAC Resident Engineer and the Design Engineer of Record as necessary. Performance Assumptions:

- i. Traffic Control Plans – Contractor Submitted Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
- ii. CPM Review – The Contractor's submitted CPM and updates will be reviewed for contract compliance and accuracy.
- iii. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. When the plans and specifications are unclear/may conflict or interpretations that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
- iv. Contractor Source Approval Requests, Staging Area Requests, and Waste Site Approval Requests will be reviewed and Approved through coordination with the LHTAC Resident Engineer.
- v. Contractor Hot Mix Asphalt designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Pavement Engineer per the QA Manual requirements.
- vi. CONSULTANT will check items found on the ITD Qualified Products List before they are incorporated into the project.

1.14 Claims – Should a claim or pending claim arise, CONSULTANT will notify LHTAC of additional effort necessary to support the pending claim and obtain approval for work beyond these scope tasks prior to proceeding with the work.

CONSULTANT will support LHTAC with claim documentation and processing. Performance Assumptions:

- i. CONSULTANT will assist the LHTAC Resident Engineer in preparing for litigation or other dispute resolution actions that may arise. The claim package will be prepared in accordance with Memo No. 28 of the ITD Contract Administration Manual on all claims of LHTAC, ITD and the Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work.
- ii. When the CONSULTANT is aware of pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing Labor, material and equipment costs of such work.

2. **Survey Control** – CONSULTANT will spot check Contractor survey control for accuracy and compliance with the plans and specifications.

3. **Project Inspection** – Inspection will be performed by CONSULTANT staff which are qualified per ITD specifications and currently certified. A spread sheet with qualifications and certifications will be prepared and maintained to track full compliance with ITD, WAQTC, and IQP requirements.

3.1 Inspector Diaries – Daily reports on ITD forms will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, labor compliance interviews, civil rights compliance postings, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Project diaries will be maintained in the project files and copies will be sent to LHTAC on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.

3.2 Monitor Contractor Activities – Perform construction site inspections of the Contractor activities. Identify non-compliant work including any omissions, substitutions, defects and deficiencies in the work of the Contractor discovered by CONSULTANT during project inspection and document with recommendations to the LHTAC Resident Engineer.

3.3 Pay Quantity Collection – Pay documents will be provided and quantity measurements will be checked for accuracy.

3.4 Environmental & Erosion Control Monitoring – An NPDES certified inspector will provide field Erosion Control Inspections per the approved Erosion and Sediment Control Plan. Weekly monitoring reports will be prepared and filed in the project records. Performance Assumptions:

- This scope includes two inspections per week (one regular and one storm event driven). The scope includes 1.5 hours per inspection. A diary will be prepared by the environmental inspector for site visits in conjunction with the ITD 2802 inspection record.

4. **Materials Sampling & Testing** – CONSULTANT will provide materials sampling & testing services as required by ITD specifications and the LHTAC Resident Engineer. LHTAC will provide Independent Assurance Sampling and Testing. The following items represent the major sub-tasks required for administering this portion of the agreement.

4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance (QA) Manual and Construction Contract requirements including verification and acceptance sampling as specified by the QA Manual. Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions. CONSULTANT will meet the minimum sampling frequencies per the QA Manual MTR's or as directed by the LHTAC Resident Engineer. CONSULTANT will provide daily monitoring of the Contractor's Quality Control testing activities at the project site. Consultant will provide sampling and testing field equipment and sample containers.

4.2 Prepare and Transmit Test Results – The Contractor's Quality Control Plan will be monitored pursuant to QC/QA Special Provisions. All sampling data generated by CONSULTANT will be documented and posted by the CONSULTANT in the Materials Acceptance Program (MAP).

4.3 Schedule for Sampling – LHTAC will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise

directed.

4.4 Acceptability of "or-equal" Products – CONSULTANT will evaluate and make a recommendation regarding the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

5. **Project Close-Out** –At project close-out, all records will be finalized and quantity calculations checked. A final package of records will be submitted to the LHTAC Resident Engineer for review and acceptance. Performance Assumptions:

5.1 Verify that necessary documents have been received for submission of contractor's affidavit of payment.

5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.

5.3 Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the SPONSOR, ITD, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. Develop a punch list for the completion of the work prior to final acceptance or substantial completion where required. If there are no objections from the SPONSOR, ITD, and LHTAC, CONSULTANT will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the Contractor.

5.4 Participate in a final inspection, to include representatives from the SPONSOR, ITD and LHTAC, to determine if the completed work by the contractor is acceptable so that the LHTAC may recommend in writing, final payment to the Contractor. CONSULTANT will also provide a notice that the work is acceptable under the normal standard of care to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.

5.5 CONSULTANT will review "as built" record plans received from the Construction Contractor. CONSULTANT will forward to LHTAC record plans showing appropriate record information based on project annotated documents received and deemed acceptable from the Contractor. Two (2) sets of "as built" plans depicting known material changes will be submitted to the LHTAC.

6. **Public Involvement:** CONSULTANT will provide services related to public involvement throughout the project to include the following:

6.1 Team Meetings: Ongoing project communications with LHTAC, and the SPONSOR. Coordinate with J-U-B Project Manager and Inspector to stay informed of construction activities. Attend team meetings as required. Deliverables:

- Attend construction/partnering meetings as needed
- Meet with LHTAC, and SPONSOR staff as needed

6.2 Stakeholder Communication: Maintain communications with key stakeholders, businesses and property owners. Make personal visits (or calls as a secondary measure) to key stakeholders residing in or using the construction corridor, including: Fairgrounds; Coeur d'Alene Police, Correctional and Fire Departments; retail centers, businesses and their employees; residents; school transportation officials; commercial trucking/shipping services; area emergency medical responders; postal service; public transit; and others as needed. Email construction updates to residents, businesses, emergency responders, and other stakeholders on a weekly or as-needed basis. Deliverables:

- Bi-Weekly corridor visits including meetings
- Document contacts into stakeholder database; maintain and update email distribution list
- Email weekly project updates to stakeholders
- Ongoing stakeholder availability

6.3 Public Information Materials: Provide information pieces to keep stakeholders informed of project impacts and schedule. Coordinate content with, and submit for approval to, SPONSOR, and LHTAC. Distribute through direct mail, personal visits, meetings or other appropriate venues. Provide all materials to SPONSOR for web updates. Deliverables:

- Mail out a bi-weekly update to the business owners / interested individuals
- Project updates for door-to-door distribution by CONSULTANT.
- Send updates to the SPONSOR for placement on their web site

6.4 Response to Public Inquiries & Comments: As primary point of contact, respond to public inquiries, comments and questions; coordinate with project team. Deliverables:

- Phone and email responses to public comments

6.5 Stakeholder Database: Maintain a list of all interested stakeholders and project participants; update throughout life of the project. The database is an information resource that can be used for mailing and ongoing communication with stakeholders. Deliverable:

- Email distribution list

6.6 Media Relations: Assist with and coordinate media efforts with City of Coeur d'Alene, LHTAC and ITD. Prepare news releases for distribution and provide updates for regular construction news releases.

Deliverables:

- CONSULTANT to brief the SPONSOR's media person

7. **Professional Service Invoice** - Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing. CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions herein.

- The CONSULTANT and Subconsultants will submit a projected monthly "Burn Rate" for their expenditures through the end of the project.
- The CONSULTANT will notify LHTAC when their Professional Services Agreement reaches the point where 75% of their funds are expended.

**Key Understandings** - It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a vehicle, camera and cellular phone and personal protective equipment as required the project.

All work will be under the supervision of the LHTAC Resident Engineer or his assigned representative.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. It may be necessary to modify this scope or work due to changes in the Contractor's schedule or for work beyond the control of the CONSULTANT. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities. No extra work will begin until a supplemental agreement is approved.

LHTAC will provide plans and specifications to the CONSULTANT.

Change Orders as referenced in Subtask 1.12 (i) it is anticipated that up to 8 change orders will be required for this project. Should the magnitude or number of the change orders required exceed what is estimated additional compensation will be considered and negotiated in a mutually agreeable manner with J-U-B for additional work that may result due to impacts beyond the control of J-U-B.

Claims as references in Subtask 1.12 (ii) are not included in the project estimate. Should a claim arise, additional compensation will be considered and negotiated in a mutually agreeable manner with J-U-B for additional work that may result due to impacts beyond the control of J-U-B.

Task 2. Survey, J-U-B will spot check the existence and accuracy of location of reference points and baseline control points indicated on the plans that are necessary for the execution of the work. This will be done as a check upon submittal and review of the Contractor supplied survey submittals for verification as directed by LHTAC. Additional compensation will be considered and negotiated in a mutually agreeable manner with J-U-B for additional work that may result due to impacts beyond the control of J-U-B.

CONSTRUCTION ADMINISTRATION										Negotiation Notes	
		Total L-Hours	J. Porter Sr Engr L-Hours	C. Canfield PM L-Hours	K. Mertens PE L-Hours	J. Ward Sr Tech L-Hours	J. Crill Tech L-Hours	K. Maxwell Office M. L-Hours	Cler. L-Hours	Pl Spec	Survey L-Hours
1	Submittal Log & Min. Testing Requirements	30.00		2.00	12.00			16.00			
1.1	Pre-Construction Conference	42.00		8.00	8.00	8.00		18.00			
1.2	Labor Compliance	76.00			12.00		8.00	48.00	8.00		
1.3	Civil Rights Compliance	12.00			8.00			4.00			
1.4	Filing & Records Verification	68.00			8.00			24.00	36.00		
1.5	Progress Estimates	92.00		4.00	12.00	12.00		64.00			
1.6	Materials Certifications	36.00			12.00			24.00			
1.7	MTR	76.00		4.00	16.00			56.00			
1.7.1	Source Approvals	10.00		2.00	8.00						
1.7.2	Mix Design Reviews	4.00			4.00						
1.7.3	Contract Changes	14.00		2.00	8.00			4.00			
1.8	Pre-Pave Meeting	22.00		2.00	12.00	4.00		4.00			
1.9	Weekly Progress Meetings	104.00		4.00	24.00	40.00	24.00	12.00			
1.10	Payroll Submittals	40.00						32.00	8.00		
1.11	Change Orders	44.00		8.00	24.00			12.00			
1.12	Submittal Reviews	26.00		4.00	16.00	6.00					
1.13	Claims	40.00		16.00	24.00						
1.14	TOTAL FOR CONTRACT ADMIN.	736.00	-	56.00	208.00	70.00	32.00	318.00	52.00	-	-
2	SURVEY VERIFICATION	76.00			12.00						64.00
2.1	Survey Verification	76.00			12.00						64.00
2.2	TOTAL FOR SURVEY CONTROL	76.00	-	-	12.00	-	-	-	-	-	64.00
3	PROJECT INSPECTION	1,010.00		40.00	80.00	640.00	250.00				
3.1	On Site Inspection/Diaries	88.00			24.00	40.00	24.00				
3.2	Deficiency reporting & Recommendations			12.00	48.00	16.00		0.00			
3.3	Pay Documents	48.00			48.00						
3.4	Environmental and Erosion Control Monitoring	1,146.00	-	52.00	200.00	696.00	274.00	-	-	-	-
3.5	TOTAL FOR PROJECT INSPECTION	1,146.00	-	52.00	200.00	696.00	274.00	-	-	-	-
4	MATERIALS SAMPLING	86.00		16.00	32.00	24.00	14.00	0.00			
4.1	QA & Verification Sampling & Testing	20.00			20.00			0.00			
4.2	Test Reporting	16.00			16.00						
4.3	Schedule for Sampling	20.00		12.00	8.00						
4.4	Materials Substitutions "or-equal"	142.00	-	28.00	76.00	24.00	14.00	-	-	-	-
4.5	TOTAL FOR MATERIALS TESTING	142.00	-	28.00	76.00	24.00	14.00	-	-	-	-
5	PROJECT CLOSE OUT	160.00		12.00	20.00	48.00		80.00			
5.1	Document Review	36.00			8.00	8.00		36.00			
5.2	Final Payment Certifications	24.00		8.00	8.00	8.00					
5.3	Substantial Completion Inspection	18.00		6.00	6.00	6.00					
5.4	Final Inspection										

Ok with LHTAC hour estimate.  
Increase Office Mgr hrs to help put together preon minutes.  
Reduce PE hrs and increase Office Mgr hours to handle reviews of certified payrolls. Assistance by Clerk hrs added.  
Reduce PE hrs for civil rights review. This task mostly handled by Office Mgr.  
Reduce PE hrs and increase hrs for Clerk who will mainly handle the filing task.  
Progress estimates to be prepared and entered into Winccaps by the Office Mgr. Review and prep by PM, PE and Sr. tech.  
Increase Office Mgr. Hrs for maintaining mls certs, checks by PE.  
Increase Office Mgr hrs for maintaining MTR's, checks by PE.  
Ok with LHTAC hour estimate.  
Ok with LHTAC hour estimate.  
Contract changes to be provided mostly by the on-site PE.  
Pre-pave meeting to be prepared and ran by the on-site PE. Support by Sr. Tech and PM.  
Ok with LHTAC hour estimate.  
Review of Payroll Submittals to be handled by Office Mgr and Clerk.  
Modified CO hrs to 3 hrs @ 8 CO's = 24  
Ok with LHTAC hour estimate.

Increased Survey Hrs for misc checks.

Ok with LHTAC hour estimate.  
Ok with LHTAC hour estimate.  
Ok with LHTAC hour estimate. Office Mgr hours deleted.  
Ok with LHTAC hour estimate.

Increased PE hours for coordination of S&T by Mls Testing Sub. Eliminated Office Mgr hours.  
Ok with LHTAC hour estimate.  
Ok with LHTAC hour estimate.

Ok with LHTAC hour estimate.  
Office Mgr to handle all final payment certs.  
Ok with LHTAC hour estimate.  
Ok with LHTAC hour estimate.

		J.Porter		C.Canfield		K.Mertens		J.Ward		J.Crill		K.Maxwell		PI		Survey	
		Total	Sr Engr	PM	PE	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	L-Hours	Office M.	L-Hours	Cler.	Spec	L-Hours	L-Hours
5.5	Record Plans	26.00				10.00	16.00					0.00					
5	TOTAL FOR PROJECT CLOSEOUT	264.00	-	26.00	44.00	78.00						116.00					
6	PUBLIC INVOLVEMENT																
6.1	Team Meetings	62.00	2.00	12.00	36.00	12.00											
	Stakeholder Communication	120.00			120.00												
6.3	Public Info Materials	36.00		12.00	24.00							0.00					
6.4	Response to Inquiries/Comments	32.00		8.00	24.00												
6.5	Stakeholder Database	12.00			12.00												
6.6	Media Relations	16.00	2.00	2.00	12.00							0.00					
6	TOTAL FOR PROJECT PUBLIC INVOLVEMENT	278.00	4.00	34.00	228.00	12.00											
7	MONTHLY INVOICES																
7.0	Monthly Invoices	68.00	8.00	12.00	12.00							0.00		36.00			
	Total Labor Hours	2578.00	12.00	208.00	780.00	880.00	320.00	434.00	88.00				0.00				64.00
	Wages		62.55	48.81	31.21	26.70	19.98	29.94	21.76				73.96				56.06
	Total Raw Labor	\$73,479.08	\$751	\$10,152	\$24,344	\$23,496	\$6,392	\$12,994	\$1,915				\$0				\$3,588
	FCCM	1102.1862	11.259	152.2872	365.157	352.44	95.88	194.9094	28.7232				0				53.8176
	Combined Overhead	\$143,240.12	1463.21964	19791.24451	47455.80372	45803.1024	12460.5648	25330.42562	3732.867072				0				6994.135296
	Fee	\$21,671.92	\$221.38	\$2,994.37	\$7,179.96	\$6,929.91	\$1,885.26	\$3,832.44	\$564.77				\$0.00				\$1,058.20

Ok with LHTAC hour estimate. Eliminated Office Mgr. hours on Record Plans.

(1) PI effort is defined for field personnel only. Stake holder comm. - Proj. Engr 8 weeks + 1 before and 1 after constr. @ 12hr/2weeks = 10 outings @ 12hrs = 120 hrs  
Ok with LHTAC hour estimate. Eliminated Office Mgr. hours.  
Ok with LHTAC hour estimate. Eliminated Office Mgr. hours.  
Ok with LHTAC hour estimate.

Ok with LHTAC hour estimate. Eliminated Office Mgr. hrs and increase Clerk hours to prepare JUB monthly invoices.



(11526) Gov't Way, Dalton to Hanley Ave.  
 Construction Engineering, Inspection & Sampling  
 LHTAC/City of Coeur D'Alene  
 4/12/2012

### LABOR DAY ESTIMATE SUMMARY

SUMMARY	Total L-Hours	Sr Engr L-Hours	Proj Manage L-Hours	Proj Engineer L-Hours	Sr Tech L-Hours	Tech L-Hours	Office M. L-Hours	Survey L-Hours	Clerical L-Hours
I JUB-Labor Hours	#NAME?	12.00	208.00	780.00	880.00	320.00	434.00	64.00	88.00

#### SALARY COSTS

##### A. Summary of Man-Day Costs

				Fully Loaded Hourly Rate	
1 Senior Engineer ***	12.00	L-Hours X	\$62.55	\$203.87	/hour = \$ 2,446.46
2 Project Manager ***	208.00	L-Hours X	\$48.81	\$159.09	/hour = \$ 33,090.38
2 Project Engineer ***	780.00	L-Hours X	\$31.21	\$101.72	/hour = \$ 79,344.72
3 Senior Technician ****	880.00	L-Hours X	\$26.70	\$87.02	/hour = \$ 76,581.45
4 Trans Technician ***	320.00	L-Hours X	\$19.98	\$65.11	/hour = \$ 20,833.70
5 Office Manager ***	434.00	L-Hours X	\$29.94	\$97.58	/hour = \$ 42,351.73
6 Survey Crew ***	64.00	L-Hours X	\$50.36	\$164.13	/hour = \$ 10,504.15
7 Clerical ***	88.00	L-Hours X	\$21.76	\$70.92	/hour = \$ 6,241.24
8 Public Involvement	-	L-Hours X	\$73.96	\$241.06	/hour = \$ -

#### TOTAL DIRECT PAYROLL

\$ 271,393.85

##### B. Payroll Burden & Fringe Benefit Costs

1 ITD Office OH Rate	1.9494	x	3.2443	
2 ITD Approved FCCM (with office OH rate only)	0.0150		3.2593	
3 Overtime**	100	x	\$ 13.35	= \$1,335.00

#### TOTAL PAYROLL, BURDEN, FRINGE & FEE

\$ 272,728.85

##### C. SUBCONSULTANTS

STRATA

\$14,809.16

=

\$14,809.16

##### D. Out-of-Pocket Costs - (See detail sheet)

1 J-U-B Direct Expenses		\$ 15,470.000	=	\$ 15,470.00
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#### TOTAL ESTIMATED FEE

\$ 303,008.01

\* Survey hours are crew hours (2-man crew).

\*\* Overtime estimate for peak construction for 10 weeks at 50 hours per week on Senior Tech.

\*\*\* Survey hours are based on a two man crew.

(11526) Gov't Way, Dalton to Hanley Ave.  
 Construction Engineering, Inspection & Sampling  
 LHTAC/City of Coeur D'Alene

**DIRECT EXPENSES**

Field Personnel Travel Cost

PE Field Trips	80		
Sr. Tech. Trips	80		
Tech Trips	40		
<b>Total # of Trips (Field Personnel)</b>	<b>200</b>	<b>Trips</b>	
Average Miles per Trip (Field Personnel)	20	Miles	4000
Cost per mile			\$0.555
<b>Total Mileage Cost (Field Personnel)</b>			<b>\$2,220.000</b>

Project Manager Trip Cost

PM (monthly trips)	5 trips		
Airfare - Round Trip	\$350.00 each		\$1,750.00
Car Rental - 2 days / Trip	\$150.00 each		\$750.00
<b>Travel Cost (PM Trips)</b>			<b>\$2,500.00</b>

Project Engineer & Inspector Subsistence Cost

Subsistence Cost (for PE & Insp. Per month)	\$1,200.00 / month		
PE (80 WD @ 20 / month = 4 months)	4.00 months		\$4,800.00
Inspector (40 WD @ 20 / month = 2 months)	\$2.00 months		\$2,400.00
<b>Total Subsistence Cost</b>			<b>\$7,200.00</b>

Project Manager Per Diem Cost

Per Diem Cost (PM - 5 trips @ 2 nights / trip)	10 days		
Lodging (Coeur D'Alene)	\$114.00 night		\$1,140.00
Meals & Incidentals (Coeur D'Alene)	\$61.00 days		\$610.00
<b>Travel Cost (PM Trips)</b>			<b>\$1,750.00</b>

Miscellaneous Direct Expense

Misc. Copies / Mailings			\$200.00
GPS Equipment (Survey Crew hours /2 at 50 / hour)	32.00 hrs		\$1,600.00
<b>Travel Cost (PM Trips)</b>			<b>\$1,800.00</b>

<b>Total Direct Expense</b>	<b>\$15,470.000</b>
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Based on an 80 Working Day Contract

<b>Idaho Transportation Department</b> <b>Consultant Man-Hour Estimate</b>		Date:
		2/14/2012
		0
		<b>11526</b>
Route:	Location Description:	Project No.:
On	Government Way; Dalton to Hanley	A011(526)

**A. SUMMARY ESTIMATED MAN-DAY COSTS-Strata**

		Man-Hours		Raw Hrly Rate	Fully Loaded Rate (*)	Loaded Labor Cost
1	Principal		@	=	\$0.00	= \$0.00
2	Manager	8.00	@	\$34.85	= \$103.16	= \$825.28
3	Sr Tech		@	=	\$0.00	= \$0.00
4	Test Tech		@	\$17.00	= \$50.32	= \$0.00
5	Clerical	6.00	@	\$16.35	= \$48.40	= \$290.39
<b>TOTAL RAW LABOR COST</b>						<b>\$1,115.66</b>

**B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD**

Total Raw Labor Cost		Approved Rate (%)
\$1,115.66	X	169.1

**C. NET FEE**

NET FEE (%)	
10	\$1,115.66

**D. OUT-OF-POCKET EXPENSE SUMMARY**

		Estimated Amount		Unit Cost	Estimated Expense
1	Mileage (mi)	100	@	\$0.555	= \$55.50
2	Moisture Testing (density)	29	@	\$15.000	= \$435.00
3	T99/T180	3	@	\$150.000	= \$450.00
4	oversized/sieve analysis/SE	16	@	\$68.000	= \$1,088.00
5	SE (soil)	2	@	\$50.000	= \$100.00
6	SE/gradation/fracture (agg)	19	@	\$180.000	= \$3,420.00
7	volumetrics (asphalt)	10	@	\$435.000	= \$4,350.00
8	gradation/moisture (asphalt)	10	@	\$175.000	= \$1,750.00
9	anti-strip testing	10	@	\$100.000	= \$1,000.00
10	NCAT correction	1	@	\$300.000	= \$300.00
11	Core Testing	7	@	\$35.000	= \$245.00
12	Conc. Fine/coarse agg	2	@	\$115.000	= \$230.00
13	concrete cylinders	15	@	\$18.000	= \$270.00
14			@		= \$0.00
15			@		= \$0.00
<b>TOTAL ESTIMATED EXPENSE</b>					<b>= \$13,693.50</b>

<b>TOTAL</b>	<b>=</b>	<b>\$14,809.16</b>
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\*Fully Loaded rate estimated using approved 169.1% overhead rate and 10% profit.

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** July 2, 2012

**FROM:** Chief Wayne M. Longo

**SUBJECT:** Request to utilize asset forfeiture funds to improve the ventilation system for the Police property room.

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**DECISION POINT:**

To request that improvements be made to the ventilation / exhaust system in the Police property room.

**HISTORY:**

The current ventilation system recycles air from the property room into the entire building. Due to the contents stored in the evidence facility, this has the potential to affect the air quality in the building. A re-model of the system would vent this room directly out of the building.

**FINANCIAL ANALYSIS:**

Johnson Controls was contacted to provide an analysis of the current ventilation system and to propose changes to the system. The financial cost was quoted at \$10,000 and included:

- Inline belt drive square centrifugal duct fan
- Variable frequency drive
- Differential pressure sensor
- Fire/smoke damper
- All ducting and accessories
- Mechanical installation labor and materials
- Electrical installation and materials

Asset forfeiture funds would be utilized to fund these improvements and this project is not in the current financial plan.

**PERFORMANCE ANALYSIS:**

The upgrade would ensure that fumes from within the property storage room are not re-distributed throughout the rest of the building.

**QUALITY OF LIFE ANALYSIS:**

Ensure a safe environment for all city employees in the building.

**DECISION POINT/RECOMMENDATION:**

The City Council is requested to allow the Police Department (through Building services) to authorize Johnson Controls to complete the re-model of the property room ventilation system.

**CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP**

Request received by: Municipal Services 06/28/12  
 Department Name / Employee Name / Date

Request made by: Doug Eastwood 769-2251  
 Name / Phone

710 East Mullan Avenue Coeur d'Alene ID 83814  
 Address

*check payable to the Estate of Eleanor*

The request is for: ☒ Repurchase of Lot(s)  
 / / Transfer of Lot(s) from \_\_\_\_\_ to \_\_\_\_\_

Niche(s): 023, \_\_\_\_\_, \_\_\_\_\_  
 Lot(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: NGB Section: RIV

Lot(s) are located in / / Forest Cemetery ☒ Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor\* ☒ Other\* Executor of Estate

\*If "executor" or "other", affidaviats of authorization must be attached. *of Eleanor Eastwood*

Title transfer fee (\$ \_\_\_\_\_) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

*Vonna Jensen*  
 Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: ☒ Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

Eleanor Eastwood

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 900.00 per lot.

*RJE* 6/25/12  
 Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received: ☒ Yes / / No.

Person making request is authorized to execute the claim.

*JL*  
 Attorney Init.

7/2/12  
 Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

*Susan K. Weather*  
 City Clerk's Signature

7-2-12  
 Date

**COUNCIL ACTION**

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: \_\_\_\_\_  
 Mo./ Day /Yr.

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / /; original and support documents returned to City Clerk / /

\_\_\_\_\_  
 Cemetery Supervisor's Signature

\_\_\_\_\_  
 Date

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

DATE: JULY 11, 2012

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: AUGUST 7, 2012

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Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-4-12	Proposed annexation from County HDR (High density residential) to C-17 Applicant: Scott Stephens Location: 1354 S. Silver Beach Road	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **AUGUST 7, 2012.**

## ANNOUNCEMENTS

# Memo to Council

DATE: July 5, 2012

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the July 17th Council Meeting:

JUSTIN M. DRUFFEL

LAKE CITY DEVELOPMENT CORP.

A copy of Mr. Druffel's cover letter and resume is in front of your mailboxes. A data sheet has been requested.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Tony Berns, LCDC Executive Director



# Memo to Council

DATE: July 9, 2012

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the July 17th Council Meeting:

SHARMON SCHMITT

PERSONNEL APPEALS BOARD

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Pam MacDonald, Personnel Appeals Board Liaison

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

July 9, 2012  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
Steve Adams

**CITIZENS PRESENT**

Tom Hasslinger, CDA Press  
Tony Burns, LCDC Executive Director  
Danielle Quade, Hawley Troxell

**STAFF PRESENT**

Jon Ingalls, Deputy City Administrator  
Wendy Gabriel, City Administrator  
Troy Tymesen, Finance Director  
Mike Gridley, City Attorney  
Kenny Gabriel, Fire Chief  
Wayne Longo, Police Chief  
Juanita Knight, Senior Legal Assistant

**Item 1. Memorandum of Understanding / Idaho Department of Lands Apparatus Rates.  
(Consent Resolution No. 12-028)**

Kenny Gabriel, Fire Chief, is requesting Council approve an Operational Memorandum of Understanding (MOU) and 2012-2013 Apparatus Rate's with the Idaho Department of Lands (IDL). Chief Gabriel stated that the Fire Department has been part of the IDL immobilization plan for Wildland Fires for 13 years. Each year they evaluate the reimbursement rates and set a new fee schedule. New to the City is the MOU. The MOU spells out responsibilities of each agency if we are on an incident together. The fee schedule and MOU covers our expenses in the event we send an apparatus and personnel to a Wildland fire in or out of the area. Chief Gabriel also explained that the City of Coeur d'Alene has been the only City in the state to have a Mutual Aid Agreement with IDL. That agreement has changed and now it comes to us in the form of an MOU. The MOU is similar to the Mutual Aid Agreement we have in place. The MOU is vital to the planning for a Wildland fire in or around the City as it gives us a mechanism to request assistance from IDL.

**MOTION: by Councilman Adams, seconded by Councilman Edinger, that Council adopt Resolution No. 12-028 approving the Operational Memorandum of Understanding and 2012 – 2013 Apparatus Rate's with the Idaho Department of Lands.**

**Item 2. Utilization of Asset Forfeiture Funds / Re-Model Ventilation System at Police Department.  
(Consent Calendar)**

Wayne Longo, Police Chief, is requesting Council approve a request to allow the PD to authorize Johnson Controls to complete a re-model of the property room ventilations system. Chief Longo said the current ventilation system recycles air from the property room into the entire building. Due to content fumes stored in the evidence facility, this has the potential to affect the air quality in the entire building. A re-model of the system would vent the room directly out of the building. Johnson Control cost is quoted at \$10,000. This project is not in the current financial plan. However, Asset Forfeiture funds would be utilized to fund the improvements.

Councilman Kennedy asked what is the account balance in the Asset Forfeiture Fund. Chief Longo said about \$72,000 not counting pending funds (civil action in court).

Councilman Adams asked 'what is' the Asset Forfeiture Fund. Chief Longo said its when they do criminal investigation on narcotics traffickers and they have funds directly tied to the proceeds of the illegal operation,

under Idaho Law, they can seize them and under court order they can be awarded to the agency that initiated the forfeiture.

Councilman Edinger asked if this went out for quotes. Chief Longo said the Howard Gould, Building Maintenance, called Johnson Controls as they are the company that installed the new HVAC system at the PD as well as the remodel at City Hall.

**MOTION: by Councilman Edinger, seconded by Councilman Adams, that Council approve staff's request to authorize Johnson Controls to complete the re-model of the property room ventilation system.**

**Item 3. Agreement for Financing of Improvements to McEuen Park (Verbal Report).  
(Resolution No. 12-029)**

Councilman Kennedy explained this item as the financing of improvements to McEuen park and an agreement needed between the City and LCDC for such financing.

Mike Gridley, City Attorney, the agreement is that LCDC will fund up to \$11.5 million which includes partial payment of the design costs which are approximately \$1.3 million. LCDC and the City have agreed to equally share the costs incurred for the architectural, engineering, and related costs for the design of the Project (collectively, the “**Design Costs**”) with fifty percent (50%) to be paid by the City and fifty percent (50%) to be paid by the Agency, with the Agency's funds being contributed last. The rest of funding will be used for the project itself. LCDC will pay to the City as construction work is done.

Councilman Kennedy asked if the City is the contracting entity. Mr. Gridley said yes. Once the plans and specifications are prepared, it will go out to bid and then the City will contract with the selected contractor.

Councilman Edinger asked where the funding is coming from for the City's half of the \$1.3 million. Troy Tymesen, Finance Director, said the source of funding will come from the Parking Fund, Parks Capital Improvement Fund, and a portion will come from the Overlay Program for the improvements for Front Avenue.

Councilman Edinger asked if those sources are General Fund dollars. Mr. Tymesen said the Parks Capital Improvement Fund nor the Parking Fund is General Fund dollars. The City has worked with the Overlay Program for a number of years on Front Avenue and now the Overlay Program is in the General Fund. The Overlay Program has been put off for over 5 years until everything came together to do this project. Team McEuen has approximated the cost of breaking out just the improvements on Front Avenue, combined with the improvements that will go up the ½ block at 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> Street, that it is somewhere in the \$1.4 million range for those street improvements only.

Councilman Edinger asked what the balance of the Parks Capital Improvement Fund is. Mr. Tymesen said he will provide a presentation at the Council meeting that will provide all the details regarding the financing of this project.

Councilman Edinger asked what the Parks Capital Improvement Fund generates in a year. Mr. Tymesen referenced the financial plan, page 33, stating the for the Parks Capital Improvement Fund current fiscal year revenue is roughly \$823,000 (last year was \$369,000 in revenue, however, they took some funds from cash reserves to help with miscellaneous project). Mr. Tymesen said its about \$200,000 gross annual ongoing income.

Councilman Edinger questioned the requirement that the City maintain automobile liability insurance. Mr. Gridley said it is standard in a project, and it will be passed through to the contractor.

Councilman Edinger question the requirement that the City shall pay costs of deductibles. Mr. Gridley said, again, that will be assigned to the contractor and contained in the general contractors insurance policy.

Councilman Edinger commented that in reading this agreement it sounds like LCDC is basically running the project and referenced the hold harmless clauses. He also said he understands that they are putting up the money but he thought this is supposed to be a City project. Mr. Gridley said it's better characterized as a partnership. Since LCDC is putting up the money they want to make sure the work gets done and in an acceptable manner. It gives LCDC, as a partner in the project, the ability look at, comment, and hire their own consultant should they choose to. The City and LCDC have gone to great lengths to ensure they work together to make sure things are done correctly.

Councilman Edinger asked who will be the overseer of the project. Mr. Gridley said Wendy Gabriel, City Administrator.

Mr. Gridley explained that Team McEuen will generate the final design and then generate the bid docs that will describe the project in great detail. Then it will go out for bid. The City will then enter into a contract with the general contractor.

Councilman Kennedy asked if there's a plan to have a person, point of contact, for general calls about the project. Mr. Gridley does not recall that being discussed. However, the City has discussed a public information officer for City projects in general but not for this project. That is something that could be required during the contractor phase.

Councilman Edinger asked when the bid supposed to go out. Mr. Gridley said he believes this winter as that is the best time to get the best price.

Mr. Tymesen said they are at 30% design at this time. They are looking at two different ways to look at the project. If it stays on the original path, it would be out to bid in February. However, within the last five days they have challenged Team McEuen to look at 'what if' the project was to be moved forward to a winter build. As an example: what are the costs, disruption, would it work, etc. Theoretically the plan is to go out for bid with a spring build for the parking facility.

Councilman Edinger questioned the paragraph wherein LCDC is requesting the City reimburse ½ of the design cost if the project is not completed in 3 years. Mr. Gridley said what that is aimed at, is if they put out \$650,000 to get the plans built then the City puts the plans on a shelf, then they want to be reimbursed for that. It is not anticipated that that will happen.

Councilman Adams asked if the Parking Fund is going to be exhausted. Mr. Tymesen responded yes. He also stated that they are hoping for revenue from the current year to help with the project.

Councilman Adams asked if the McEuen project did not go through what would those funds be used for? Mr. Tymesen responded with parking, redoing parking, increasing parking, buying land to park on, anything affiliated with parking. Councilman Adams asked if the funds can be transferred to a different fund? Mr. Tymesen said not legally. Councilman Adams asked what if the parking ordinance was repealed. Mr. Gridley said the funds collected to date would still have to be used for parking. Anything going forward from that could be used for something else. Councilman Kennedy commented that Enterprise funds are regulated by the state. Mr. Tymesen added "and by accounting standards, as per the Government Finance Officers Association."

Councilman Adams asked where the funds are coming from to move the Legion field and if there are funds from this agreement to help fund that move. Mr. Tymesen said the idea is being discussed with LCDC to see if there is any flexibility in the amount the City contributes to the McEuen project. It is not yet determined what the cost will be for the improvements for Legion Field as it is coming forward very rapidly.

Councilman Edinger asked Tony Burns if what Mr. Tymesen stated has been approved by the LCDC board. Mr. Burns stated “ regarding the potential move of the Legion field, it has not been approved by the board but they are in discussion about it.”

**MOTION: by Councilman Kennedy that Council adopt Resolution No. 12-029 approving an Agreement for Financing of Improvements to McEuen Park. Motion died for lack of a second. THE COMMITTEE forwarded this item to the full City Council without a recommendation.**

The meeting adjourned at 12:33 p.m.

Respectfully submitted,

*Juanita Knight*

Recording Secretary

RESOLUTION NO. 12-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FINANCING OF IMPROVEMENTS FOR MCEUEN PARK, WITH THE URBAN RENEWAL AGENCY d/b/a LAKE CITY DEVELOPMENT CORPORATION ITS PRINCIPAL PLACE OF BUSINESS AT 105 N 1<sup>ST</sup> STREET, SUITE 100, COEUR D'ALENE, ID 83814.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into an Agreement with the Urban Renewal Agency d/b/a Lake City Development Corporation, for Financing of Improvements to McEuen Park 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 Financing of Improvements to McEuen Park, 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 17<sup>th</sup> day of July, 2012.

---

Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

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

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

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



# **AGREEMENT FOR FINANCING OF IMPROVEMENTS**

## **McEuen Park, Coeur D'Alene, Idaho**

This Agreement, entered into and effective as of the 17<sup>th</sup> day of July, 2012 is made and entered into between the **Coeur d'Alene Urban Renewal Agency d/b/a Lake City Development Corporation** (the “**Agency**”) and the **City of Coeur d'Alene, Idaho** (the “**City**”) relating to the financing and development of certain improvements to McEuen Park, located in Coeur d'Alene, Idaho (the “**Project**”). The City and the Agency are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Agency is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Title 50, Chapter 20 of the Idaho Code, as amended (the “**Law**”) and the Local Economic Development Act, Title 50, Chapter 29, as amended (the “**Act**”) as a duly created and existing urban renewal agency for the City; and

WHEREAS, the City is a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho (the “**State**”); and

WHEREAS, the City Council of the City adopted its Ordinance No. 2842 on December 16, 1997, approving the Lake District Urban Renewal Plan; and

WHEREAS, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Plan, which provides for a nine (9) year term extension for the Lake District (i.e. Lake District terminates in tax year 2021 versus the original termination date of tax year 2012); and

WHEREAS, the City Council adopted its Ordinance No. 3337 on August 19, 2008, approving the Lake District Second Amended and Restated Urban Renewal Plan (the “**Plan**”); and

WHEREAS, pursuant to the Act and Plan, the Agency is authorized to borrow money to carry out the purposes and various projects under the Plan and to enter into and carry out contracts or agreements in connection therewith, including but not limited to, the Project; and

WHEREAS, the Agency has heretofore through the issuance of its Revenue Allocation Note, Series 2011 (Lake District Redevelopment Project) (the “**Agency Note**”) undertaken to finance certain improvements to the Lake District Urban Renewal Area, including but not limited to the Project; and

WHEREAS, the Agency has found that the Project will promote redevelopment that is consistent with the goals of the Plan; and

WHEREAS, the City owns or controls certain real property more commonly known as McEuen Park located in Coeur d'Alene, Idaho (the “**Project Site**”) and has undertaken to develop the Project; and

WHEREAS, the Agency agreed, in accordance with its Plan, and for the benefit of the City and the Agency, to contribute certain funds of the Agency to the City for the purpose of financing the Project.

NOW THEREFORE, it is agreed as follows:

**I. Effective Date** The effective date of this Agreement shall be the date when this Agreement has been signed by the City and the Agency and shall continue until the completion of all obligations of each Party.

**II. Financing of Project Design.** The Agency and the City have agreed to equally share the costs incurred for the architectural, engineering, and related costs for the design of the Project (collectively, the “**Design Costs**”) with fifty percent (50%) to be paid by the City and fifty percent (50%) to be paid by the Agency, with the Agency’s funds being contributed last. The design of the Project (the “**Final Design**”) shall be subject to written approval by the Agency prior to the release of a construction contract or commencement of construction on the Project. In the event the Project is not constructed within three (3) years from the date of this Agreement, for any reason, following completion of the design, the City agrees to reimburse all Design Costs incurred by the Agency.

**III. Financing of the Project Construction; Construction Draws.** The Agency has agreed to pay up to eleven million and five hundred thousand dollars (\$11,500,000) less the portion of the Design Costs paid by the Agency (the “**Agency Contribution**”) to the costs of construction of the Project (the “**Construction Costs**”), provided the City at all times complies with the terms of this Agreement. The Agency shall have the right to approve any and all contractor draw requests made to the City, submitted pursuant to any Construction Agreement entered into by the City in connection with the financing and construction of the Project, which approval shall not be unreasonably withheld. This requirement shall be included in all Construction Agreements entered into in connection with the Project, so as to require Agency sign-off as a prerequisite to the receipt of any funds pursuant to such draw request. In the event the Agency and City disagree regarding a contractor draw request the Agency and the City agree to meet and confer regarding the issue and work together reasonably to reach a satisfactory resolution for both parties, however Agency approval will ultimately be required for payment on any contractor draw requests.

At the Agency’s expense, it shall have the ability, in its sole discretion, to hire any third-party consultant or expert to review and monitor the design and construction of the Project and report to the Agency on its observations regarding the Project. The City agrees to cooperate or cause its contractor or other party acting on behalf of the City to reasonably cooperate with such third-party consultant or expert.

**IV. Payments by the Agency.** Provided that the City is in compliance with the terms and conditions of this Agreement, within thirty (30) days of a written request by the City, which request shall include documentation showing the amount requested has been paid pursuant to a draw request by the contractor previously approved by the Agency, the Agency will reimburse the City the amount requested up to a maximum of the total Agency Contribution.

**V. Changes during Construction.** All material changes to the Project, including but not limited to material changes to the Final Design, and any change orders submitted during the construction phase of the Project in excess of One Thousand Dollars (\$1,000) per change order shall be subject to prior written approval by the Agency. In the event the Agency and City disagree regarding a material change during construction or a change order in excess of One Thousand Dollars (\$1,000) the Agency and the City agree to meet and confer regarding the issue and work together reasonably to reach a satisfactory resolution for both parties, however Agency approval will ultimately be required for material changes during construction and change orders in excess of One Thousand Dollars (\$1,000).

**VI. Antidiscrimination During Construction.** The City, for itself and its successors and assigns, agrees that in the construction, design and installation of the Project provided for in this Agreement, the City will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

**VII. Insurance.**

(a) City shall, or through its contractor shall, at its sole cost, obtain and maintain in force for the duration of the Agreement insurance of the following types, with limits not less than those set forth below, and in a form acceptable to Agency to insure Agency's interest in the Project:

(i) Commercial General Liability Insurance (“**Occurrence Form**”) with a minimum combined single limit liability of \$10,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$10,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$11,000,000 and a general aggregate limit of not less than \$11,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall be endorsed to name Agency, including its respective affiliates, the financing parties and the respective officers, directors, and employees of each as additional insureds. Such endorsement shall be made upon endorsements providing coverage identical to that provided under ISO Endorsements CG 20 10 07 04 and CG 20 37 07 04, and coverage limits identical to those provided under ISO Endorsement CG 25 03 03 97, by City's Commercial General Liability insurer to meet the above requirements. All policies shall not be a claims-made policy.

(ii) Commercial General Liability Insurance (“**Occurrence Form**”) for all contractors and subcontractors with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis.

(iii) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over City's employees, and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. City shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

(iv) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

(v) Property insurance written on a builders risk "all-risk" or equivalent policy form in an amount not less than the initial contract amount between City and its general contractor or, if City does not engage a general contractor, the aggregate amount of the contracts between City and its contractors for the construction of the Project, for the work necessary to construct the Project. Such property insurance shall be maintained until final payment to the Contractor has been made for the work necessary to construct the Project. This insurance shall include interests of City, Agency, the general contractor, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under the builder's risk policy. Agency shall be named as an additional insured under the builder's risk policy. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not necessarily be limited to insurance against the perils of fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss. If the property insurance requires deductibles, City shall pay costs of such deductibles.

(vi) Insurance against loss or damage to the Project by fire, lightning, vandalism and malicious mischief, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Idaho, to such extent as is necessary to provide for not less than full recovery whenever a loss from perils insured does not exceed 80% of the full insurable value.

(b) The following applies to insurance provided pursuant to paragraph (a) above:

(i) All insurance provided by City under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. City hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of City's performance under this Agreement or construction of the Project.

(ii) Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. City shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, City shall provide a certified copy of each insurance policy required under this Agreement.

(iii) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

(iv) The City may self-insure for all or any part of the foregoing insurance required to be carried by the City permitted such self-insurance qualifies under and satisfies all applicable requirements of the laws of the State of Idaho.

(v) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. City's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that City has obtained the insurance required in this Section shall in no manner lessen or affect City's other obligations or liabilities set forth in the Agreement.

**VIII. Damage and Destruction; Condemnation.** In the event that the Project, or any part thereof, is damaged or destroyed, or title to the Project, or any part thereof, is taken by any governmental body other than the City through the exercise of the power of eminent domain, any condemnation award or insurance proceeds payable to or for the account of the City shall be used to rebuild, replace, repair or restore the Project to the extent of such damage, destruction or taking. In the event the City reasonably determines that such rebuilding, replacement, repair or restoration of the Project is impracticable or not feasible, such proceeds shall be used to reimburse the Agency for the Agency Contribution. In the event of a partial taking or partial destruction of the Project, the City shall first apply such condemnation award or insurance proceeds to repair or restore the remainder of the Project to the extent such Project has been destroyed, or to replace the portion of the Project taken in any partial condemnation, and shall apply any amount not so expended to reimburse the Agency for its proportionate share of the costs of the Project components funded with the Agency Contribution subject to such partial taking or partial damage or destruction.

**IX. Use of the Project.** The Project shall at all times remain open to and used by the public up to and including December 31, 2021. The City agrees to a deed restriction to be placed on the property upon which the Project will be constructed evidencing such use restriction.

**X. Covenant to Maintain Tax-Exempt Use of Project.** The City hereby covenants that it has not taken, nor will take or cause to be taken, any action or omit to take any action that

would jeopardize the tax-exemption of the Agency Note, or the tax-exempt use of the Project, including entering into any management contract or transfer agreement relating to the Project that would result in use of the Project by a private user. Any contract entered into by the City and another party relating to the management, operation, ownership, or use of the Project by any party other than the City shall be subject to prior written approval by the Agency.

**XI. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. Such Party may, prior to expiration of said 45-day period, rectify the particulars specified in said notice of default. In the event the Party does not rectify the default within 45 days of receipt of the notice of default, the nondefaulting Party may do the following:

(a) The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.

(b) The nondefaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.

(c) In the event the City defaults under this Agreement, the Agency (the non-defaulting Party) shall have the right to seek reimbursement of any funds provided to the City pursuant to this Agreement, plus any additional amount due by the Agency to its lenders due to a determination of taxability caused by the City's violation of the covenants contained herein to maintain the tax-exempt use of the Project.

**XII. Indemnification.** To the fullest extent allowed by law, the City shall indemnify and hold the Agency, and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against the Agency, the City, or their respective officers, agents, and employees relating to the construction, design or installation of the Project. Notwithstanding the foregoing, City shall have no obligation to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the Agency, or its officers, agents, or employees or from the active negligence or willful act of the Agency resulting in an award of punitive damages against the Agency or the City. In the event an action or proceeding is brought against the Agency, or its officers, agents, and employees by reason of any such claim, City, upon written notice from the Agency, shall, at City's expense, resist or defend such action or proceeding by counsel selected by City or City's insurance carrier.

**XIII. Access to Reports.** All parties agree to provide all information regarding the Project to all other parties upon reasonable request to the appropriate Authorized Representative.

**XIV. Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

**XV. No Joint Venture or Partnership.** The Agency and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Agency and City a joint venture or partners.

**XVI. Assignment.** The rights, obligations and duties of the Agency and the City under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written permission of the other Party.

**XVII. Notice and Receipt.**

(a) Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to City:	City Clerk City of Coeur d'Alene 710 E. Mullan Avenue Coeur d'Alene, Idaho 83814
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If to Agency:	LCDC Executive Director 105 N. 1st Street, Suite 100 Coeur d'Alene, Idaho 83814
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The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) Receipt. For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following:

- (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) the date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
  - (a) the date of the attempted delivery or refusal to accept delivery,

- (b) the date of the postmark on the return receipt, or
- (c) the date of receipt of notice of refusal or notice of non-delivery by the sending Party.

**XVIII. Authorized Representative.** The Agency hereby designates Tony Berns, its Executive Director, as its Authorized Representative. The City hereby designates Wendy Gabriel, its City Administrator, as its Authorized Representative.

**XIX. Applicable Law/Attorney Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

**XX. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties.

**XXI. Parties in Interest.** Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Agency any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the City and the Agency.

**XXII. Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

**XXIII. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

THE URBAN RENEWAL AGENCY OF  
COER D'ALENE, IDAHO D/B/A LAKE CITY  
DEVELOPMENT CORPORATION

By \_\_\_\_\_  
Denny Davis, Chairman

ATTEST

By \_\_\_\_\_  
Anthony Berns, Executive Director

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF COEUR D'ALENE, IDAHO

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

ATTEST

By \_\_\_\_\_  
Susan Weathers, City Clerk

OTHER BUSINESS

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 12-1019

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 R12 TO NC, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.288 ACRE PARCEL AT 2202 N. GOVERNMENT WAY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1.** That the following described property, to wit:

**A+/- 0.288 acre parcel at 2202 N. Government Way  
Lot 1, Block 1, Ott's Subdivision to the City of Coeur d' Alene,  
according to the plat recorded in Book D of Plats, Page 29, records of  
Kootenai County, Idaho.**

is hereby changed and rezoned from R12 (Residential at 12 units/acre to NC (Neighborhood Commercial.

**SECTION 2.** That the following conditions precedent to rezoning are placed upon the rezone of the property:

***NONE***

**SECTION 3.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

**SECTION 4.** That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED this 17<sup>th</sup> day of July 2012.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

**Zone Change – ZC-3-12**

**2202 N. Government Way R-12 to NC**

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 R12 TO NC, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.288 ACRE PARCEL AT 2202 N. GOVERNMENT WAY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

### **STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Zone Change – ZC-3-12 / 2202 N. Government Way R-12 to NC, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17<sup>th</sup> day of July, 2012.

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Warren J. Wilson, Chief Civil Deputy City Attorney

## PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

FROM: TAMI A. STROUD, PLANNER  
DATE: JULY 17, 2012  
SUBJECT: A-2-12 –ZONING IN CONCUNCTION WITH ANNEXATION FROM COUNTY LIGHT INDUSTRIAL TO THE CITY C-17 (Commercial-17) ZONING DISTRICT.  
LOCATION: +/- .88 ACRES KNOWN AS A TRIANGULAR PARCEL ABUTTING THE WEST BOUNDARY OF THE MILL RIVER SENIORS APARTMENTS

**Applicant/** City of Coeur d'Alene  
**Owner:** 710 Mullan Avenue  
Coeur d'Alene, ID 83814

**DECISION POINT:**

The City of Coeur d'Alene is requesting approval of zoning in conjunction with annexation from County Light Industrial to the City C-17 (Commercial -17) zoning district.

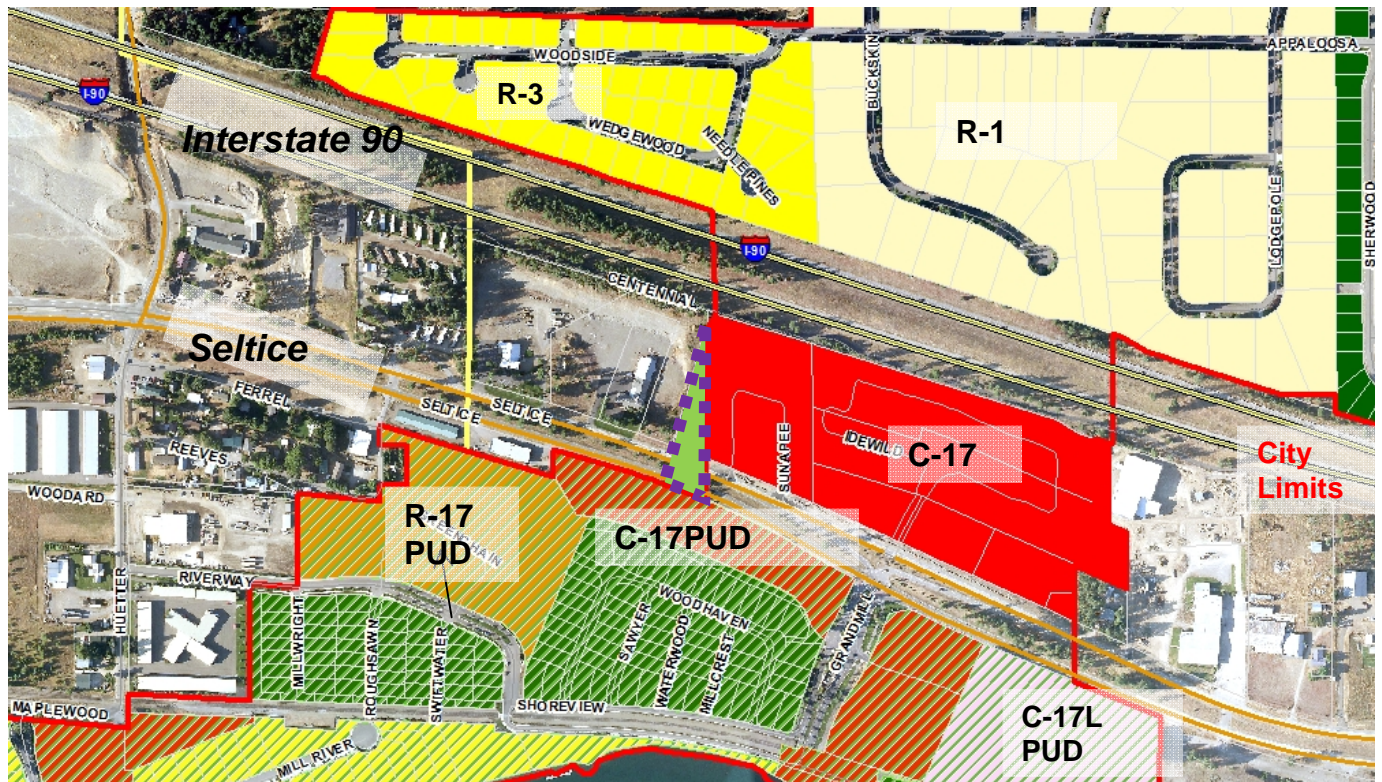
**SITE PHOTOS:**

A. Aerial photo:





B. Zoning.



### C-17 District

#### Purpose and Intent:

The requested C-17 zoning district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre. It should be located adjacent to arterials, however, joint access developments are encouraged:

#### Uses permitted by right:

1. Single-family detached housing (as specified by the R-8 District).
2. Duplex housing (as specified by the R-12 District).
3. Pocket housing (as specified by the R-17 District).
4. Multiple-family (as specified by the R-17 District).
5. Home occupations.
6. Community education.
7. Essential service.
8. Community assembly.
9. Religious assembly.
10. Public recreation.
11. Neighborhood recreation.
12. Commercial recreation.
13. Automobile parking when serving an adjacent business or apartment.
27. Retail gasoline sales.
28. Home furnishing retail sales.
29. Specialty retail sales.
30. Veterinary office.
31. Hotel/motel.
32. Automotive fleet storage.
33. Automotive parking.
34. Automobile renting.
35. Automobile repair and cleaning.
36. Building maintenance service.
37. Business support service.
38. Communication service.
39. Consumer repair service.
40. Convenience service.
41. Funeral service.
42. General construction service.
43. Group assembly.
44. Laundry service.

- |  |   |
|--|---|
| 14. Hospitals/health care.                             | 45. Finished goods wholesale.                     |
| 15. Professional offices.                              | 46. Group dwelling-detached housing.              |
| 16. Administrative offices.                            | 47. Mini-storage facilities.                      |
| 17. Banks and financial institutions.                  | 48. Noncommercial kennel.                         |
| 18. Personal service establishments.                   | 49. Handicapped or minimal care facility.         |
| 19. Agricultural supplies and commodity sales.         | 50. Rehabilitative facility.                      |
| 20. Automobile and accessory sales.                    | 51. Child care facility.                          |
| 21. Business supply retail sales.                      | 52. Juvenile offenders facility.                  |
| 22. Construction retail sales.                         | 53. Boarding house.                               |
| 23. Convenience sales.                                 | 54. Commercial kennel.                            |
| 24. Department stores.                                 | 55. Community organization.                       |
| 25. Farm equipment sales.                              | 56. Nursing/convalescent/rest homes for the aged. |
| 26. Food and beverage stores, on/off site consumption. | 57. Commercial film production.                   |

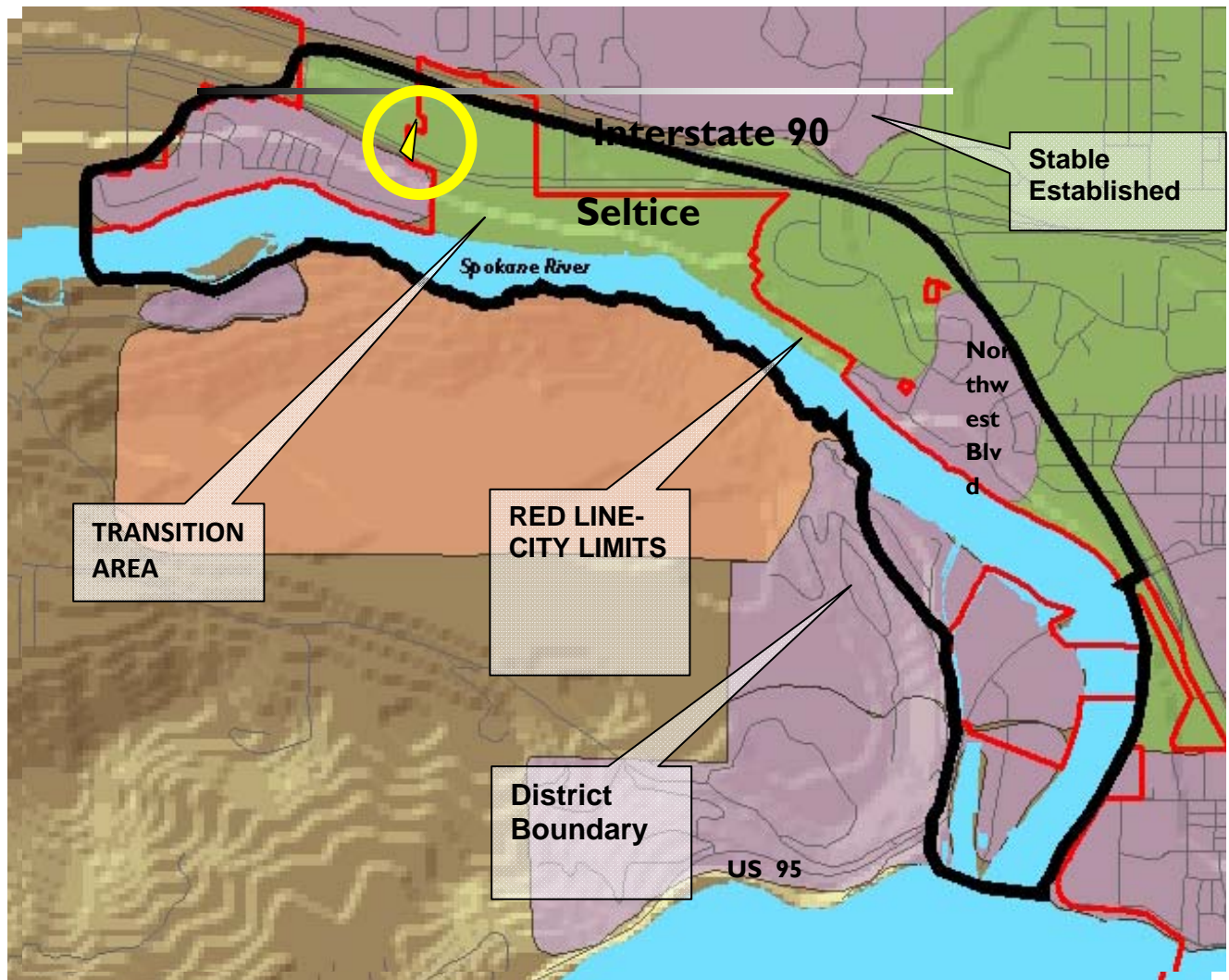
**Uses allowed by special use permit:**

- |   |   |
|---|---|
| 1. Veterinary hospital.                   | 7. Residential density of the R-34 district as specified. |
| 2. Warehouse/storage.                     | 8. Underground bulk liquid fuel storage-wholesale.        |
| 3. Custom manufacturing.                  | 9. Criminal transitional facility.                        |
| 4. Extensive impact.                      | 10. Wireless communication facility                       |
| 5. Adult entertainment sales and service. |   |
| 6. Auto camp.                             |   |

**FINDINGS**

- A      **Finding #B8:    THAT THIS PROPOSAL (IS) (IS NOT) IN CONFORMANCE WITH THE COMPREHENSIVE PLAN POLICIES.**

2007 Comprehensive Plan designation - Transition and Stable Established – Spokane River District



1. The subject property is within the Area of City Impact Boundary.
2. The subject property has a land use designation of Transition

**Transition Areas:**

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots and general land use are expected to change greatly within the planning period.

**Stable Established Areas:**

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

**Significant policies:**

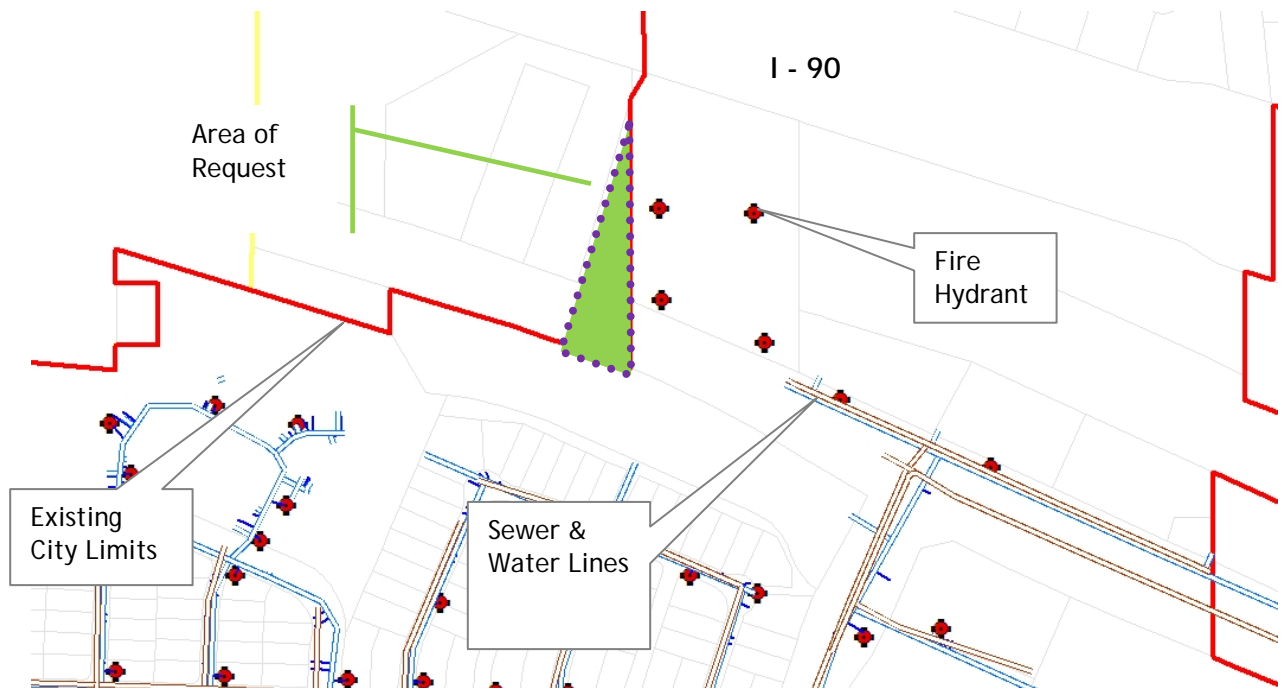
- Objective 1.01 - Environmental Quality:  
Minimize potential pollution problems such as air, land, water, or hazardous materials.
- Objective 1.12 - Community Design:  
Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 1.14 - Efficiency:  
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- Objective 2.01 - Business Image & Diversity:  
Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.
- Objective 2.02 - Economic & Workforce Development:  
Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.
- Objective 3.05 - Neighborhoods:  
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.06 - Neighborhoods:  
Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.
- Objective 3.16 - Capital Improvements:  
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective 4.01 - City Services:  
Make decisions based on the needs and desires of the citizenry.
- Objective 4.02 - City Services:  
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).
- Objective 4.06 - Public Participation:  
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision-making process.

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

**B. Finding #B9: THAT PUBLIC FACILITIES AND UTILITIES (ARE) (ARE NOT) AVAILABLE AND ADEQUATE FOR THE PROPOSED USE.**



## Water and Sewer Lines



### SEWER:

Public sewer is available for the proposed annexation and has adequate capacity to serve the area.

*Comment submitted by Jim Remitz, Utility Project Manager*

**WATER:** Public mains will need to be extended at the time of future development.

*Comment submitted by: Terry Pickel*

### STORMWATER:

The Engineering Department has no comments.

*Submitted by Chris Bates, Engineering Project Manager*

**FIRE:** All Fire Department access and hydrant requirements will be addressed at a future project review.

*Submitted by Glenn Lauper, Deputy Fire Chief*

### C. **Finding #B10: THAT THE PHYSICAL CHARACTERISTICS OF THE SITE (MAKE) (DO NOT MAKE) IT SUITABLE FOR THE REQUEST AT THIS TIME.**

The area of request slopes north toward Interstate 90. The preexisting grade was altered to allow for construction of the adjacent apartments.

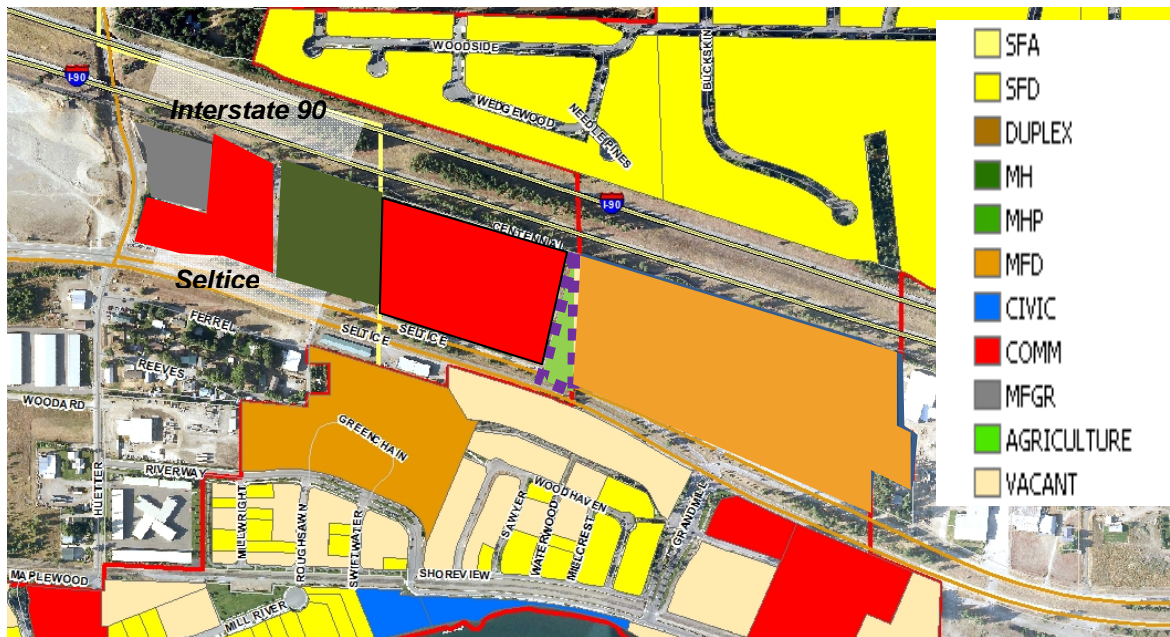


Evaluation: The City Council must determine, based on the evidence before them, whether the physical characteristics of the site make it suitable for annexation at this time.

- D. **Finding #B11: THAT THE PROPOSAL (WOULD) (WOULD NOT) ADVERSELY AFFECT THE SURROUNDING NEIGHBORHOOD WITH REGARD TO TRAFFIC, NEIGHBORHOOD CHARACTER, (AND) (OR) EXISTING LAND USES.**

**Traffic:** The existing and proposed use will have no traffic impact.  
*Submitted by Chris Bates, Engineering Project Manager*

Generalized land use.



#### Land Use and Character

Land uses in the area include: mobile home, single-family and multi-family residential, commercial and vacant land. Since the removal of interstate auto traffic from Seltice, closure and subsequent annexation of the sawmills. The character of the neighborhood has been in transition from the highway commercial & industrial uses to a mix of residential and commercial uses.

The proposed C-17 zone will have less of an impact on the surrounding area than the present County Light Industrial zone and will allow the City to utilize the property for a sewer collection line and the abutting apartment owner to have their entire development in the city.

The existing and proposed use will have no traffic impact.

*Submitted by Chris Bates, Engineering Project Manager*

- E. Items recommended for an Annexation Agreement:

**None.**

- F. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - 2007.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

**ACTION ALTERNATIVES:**

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



INFORMATION SECTION  
Including  
Correspondence  
Board, Commission, Committee Minutes

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

FUND	BALANCE 5/31/2012	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/2012
<u>General-Designated</u>	\$560,156	\$1,286	\$14,933	\$546,509
<u>General-Undesignated</u>	5,050,856	4,807,933	6,101,393	3,757,396
<u>Special Revenue:</u>				
Library	62,498	28,047	105,951	(15,406)
CDBG	-	33,360	35,407	(2,047)
Cemetery	41,924	20,638	16,089	46,473
Parks Capital Improvements	386,138	14,992	68,207	332,923
Impact Fees	2,287,095	24,412		2,311,507
Annexation Fees	15,729	54,752		70,481
Insurance	1,326,480	20,023	8,304	1,338,199
Cemetery P/C	1,841,918	2,340	1,170	1,843,088
Jewett House	12,315	1,572	2,063	11,824
Reforestation	6,767	1,041	529	7,279
Street Trees	172,453	3,026	7,779	167,700
Community Canopy	1,396	11		1,407
CdA Arts Commission	3,137	2,427		5,564
Public Art Fund	103,152	15		103,167
Public Art Fund - LCDC	482,721	73	7,575	475,219
Public Art Fund - Maintenance	135,891	20	83	135,828
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	910,494	22,171	1,600	931,065
LID Guarantee	122,230	19	48,000	74,249
LID 124 Northshire/Queen Anne/Indian Meadows	167	167		334
LID 127 Fairway / Howard Francis	4,928			4,928
LID 129 Septic Tank Abatement	8,682	950		9,632
LID 130 Lakeside / Ramsey / Industrial Park	3,004	48,000	50,370	634
LID 146 Northwest Boulevard	(2,318)			(2,318)
LID 149 4th Street	2,574	5,544		8,118
<u>Capital Projects:</u>				
Street Projects	295,468	480	257,255	38,693
<u>Enterprise:</u>				
Street Lights	(28,446)	40,313	64,198	(52,331)
Water	575,196	355,255	886,444	44,007
Water Capitalization Fees	1,767,484	20,850		1,788,334
Wastewater	7,533,247	588,164	1,278,195	6,843,216
Wastewater-Reserved	1,377,791	27,500		1,405,291
WWTP Capitalization Fees	825,550	57,184		882,734
WW Property Mgmt	60,668			60,668
Sanitation	(138,934)	269,747	304,062	(173,249)
Public Parking	665,526	10,517	18,171	657,872
Stormwater Mgmt	(51,603)	6,111	105,132	(150,624)
Wastewater Debt Service	-			-
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	184,804	185,818	184,858	185,764
LID Advance Payments	192	40		232
Police Retirement	1,399,993	17,105	15,407	1,401,691
Sales Tax	1,638	1,312	1,638	1,312
BID	154,272	38,633		192,905
Homeless Trust Fund	501	435	501	435
GRAND TOTAL	<u>\$28,163,734</u>	<u>\$6,712,283</u>	<u>\$9,585,314</u>	<u>\$25,290,703</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
NINE MONTHS ENDED  
30-Jun-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2012	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$199,267	\$151,817	76%
	Services/Supplies	10,645	8,195	77%
Administration	Personnel Services	509,809	379,142	74%
	Services/Supplies	4,560	3,967	87%
Finance	Personnel Services	612,255	451,198	74%
	Services/Supplies	86,480	79,713	92%
Municipal Services	Personnel Services	908,242	667,815	74%
	Services/Supplies	483,894	376,108	78%
	Capital Outlay	13,640	15,575	114%
Human Resources	Personnel Services	214,257	159,553	74%
	Services/Supplies	26,500	8,885	34%
Legal	Personnel Services	1,319,612	983,112	75%
	Services/Supplies	91,533	64,849	71%
	Capital Outlay	60,000		
Planning	Personnel Services	434,394	325,609	75%
	Services/Supplies	23,850	7,722	32%
Building Maintenance	Personnel Services	277,058	219,469	79%
	Services/Supplies	131,207	98,251	75%
	Capital Outlay		69,437	
Police	Personnel Services	8,682,213	6,315,508	73%
	Services/Supplies	804,799	410,386	51%
	Capital Outlay	100,450	96,167	96%
Fire	Personnel Services	7,177,070	5,292,724	74%
	Services/Supplies	376,013	218,039	58%
	Capital Outlay			
General Government	Services/Supplies	131,750	131,000	99%
	Capital Outlay		180,275	
Byrne Grant (Federal)	Personnel Services	152,311	111,195	73%
	Services/Supplies	91,507	44,963	49%
	Capital Outlay		34,722	
COPS Grant	Personnel Services	170,843	173,259	101%
CdA Drug Task Force	Services/Supplies	36,700	6,801	19%
	Capital Outlay			
Streets	Personnel Services	1,678,695	1,228,791	73%
	Services/Supplies	442,075	250,782	57%
	Capital Outlay	50,000	9,724	19%

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
NINE MONTHS ENDED  
30-Jun-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2012	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	179,604	103,016	57%
	Services/Supplies	40,300	8,612	21%
Engineering Services	Personnel Services	453,118	337,205	74%
	Services/Supplies	476,125	439,009	92%
	Capital Outlay			
Parks	Personnel Services	1,267,823	841,207	66%
	Services/Supplies	417,750	251,473	60%
	Capital Outlay	9,000	9,000	100%
Recreation	Personnel Services	628,342	417,468	66%
	Services/Supplies	135,000	103,638	77%
Building Inspection	Personnel Services	685,687	505,573	74%
	Services/Supplies	21,545	12,421	58%
Total General Fund		<u>29,615,923</u>	<u>21,603,375</u>	<u>73%</u>
Library	Personnel Services	1,020,775	730,327	72%
	Services/Supplies	173,850	131,953	76%
	Capital Outlay	90,000	51,196	57%
CDBG	Services/Supplies	297,600	178,309	60%
Cemetery	Personnel Services	164,489	93,737	57%
	Services/Supplies	84,975	50,780	60%
	Capital Outlay			
Impact Fees	Services/Supplies	925,000	338,560	37%
Annexation Fees	Services/Supplies	133,000	133,000	100%
Parks Capital Improvements	Capital Outlay	676,600	234,554	35%
Insurance	Services/Supplies	234,000	283,629	121%
Cemetery Perpetual Care	Services/Supplies	98,000	64,924	66%
Jewett House	Services/Supplies	17,790	12,459	70%
Reforestation	Services/Supplies	3,000	30,870	1029%
Street Trees	Services/Supplies	75,000	27,754	37%
Community Canopy	Services/Supplies	1,200	549	46%
CdA Arts Commission	Services/Supplies	6,650	127	2%
Public Art Fund	Services/Supplies	189,600	68,821	36%
KMPO	Services/Supplies	350,000		
Total Special Revenue		<u>4,541,529</u>	<u>2,431,549</u>	<u>54%</u>
Debt Service Fund		<u>1,500,680</u>	<u>367,353</u>	<u>24%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
NINE MONTHS ENDED  
30-Jun-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2012	PERCENT EXPENDED
River / NW Blvd Intersection	Capital Outlay	1,750,000	250,000	
Govt Way - Dalton to Hanley	Capital Outlay	2,700,000	18,067	1%
Govt Way - Hanley to Prairie	Capital Outlay	418,000		
Govt Way - sewer & water LID	Capital Outlay			
Howard Street - North	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay		1,095	
15th Street - Harrison to Best	Capital Outlay		40,220	
McEuen Field Project	Capital Outlay	2,677,000		
Kathleen Avenue Widening	Capital Outlay	25,000		
Total Capital Projects Funds		<u>7,570,000</u>	<u>309,382</u>	<u>4%</u>
Street Lights	Services/Supplies	575,021	438,737	76%
Water	Personnel Services	1,589,394	1,126,673	71%
	Services/Supplies	3,987,557	970,527	24%
	Capital Outlay	1,817,500	1,050,734	58%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,271,589	1,638,943	72%
	Services/Supplies	6,875,920	1,513,562	22%
	Capital Outlay	7,538,880	2,725,869	36%
	Debt Service	1,073,110	1,110,191	103%
WW Capitalization	Services/Supplies	802,750		
Sanitation	Services/Supplies	3,229,772	2,428,566	75%
Public Parking	Services/Supplies	177,957	170,187	96%
	Capital Outlay		110,144	
Stormwater Mgmt	Personnel Services	435,690	323,310	74%
	Services/Supplies	681,938	327,879	48%
	Capital Outlay	300,000	64,244	21%
Total Enterprise Funds		<u>32,207,078</u>	<u>13,999,566</u>	<u>43%</u>
Kootenai County Solid Waste		2,200,000	1,441,644	66%
Police Retirement		194,000	138,763	72%
Business Improvement District		137,200	60,000	44%
Homeless Trust Fund		6,100	4,006	66%
Total Fiduciary Funds		<u>2,537,300</u>	<u>1,644,413</u>	<u>65%</u>
TOTALS:		<u><u>\$77,972,510</u></u>	<u><u>\$40,355,638</u></u>	<u><u>52%</u></u>