



Coeur d'Alene

CITY COUNCIL MEETING

February 21, 2012

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

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

FEBRUARY 7, 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 February 7, 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: The invocation was led by Pastor Ron Hunter, Church of the Nazarene.

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

PUBLIC COMMENTS:

ANIMAL CONTROL CITATION: Susan Manthey, 2108 N. 11th Street, commented that she was cited for her dog barking and the Police Department then arrested her because her neighbor had signed a complaint regarding her dog barking. She requested that the Council amend MC 6.15.050 to prevent other people from signing complaints and thus having other people arrested.

SNOW ON SIDEWALKS: Roy Wargi, 2022 E. Coeur d'Alene Avenue, has 310 feet of sidewalk and driveway that he is to keep clear from snow. The City's snowplow moves the snow from the street back onto his sidewalk and his personal snowplow/mower broke and it will cost him \$9,000 for a new plow/mower and he would like the City to reimburse him for it. Mayor Bloem recommended that the Street Superintendent contact him.

MCEUEN PLAN: Dave Walker, 1055 Brooklyn, questioned what happened to the Committee of Nine's recommendations for McEuen Park Plan. Councilman Goodlander responded that as with other plans it was accepted as a concept and as times change, things change. She did note that the 7 values that were established have been carried through to today. He commented that he believes that the Committee of Nine's Plan was "stuffed in a drawer" and does not appreciate it that the plan that he was a part of has not been addressed and believes that the Council has "railroaded" the community with very little public input into the current McEuen Plan. He believes that the Council should begin again and hold public input workshops similar to what his group had done. Mayor Bloem noted that the McEuen plan that he is referring to includes the

removal of the boat ramp, removal of the Legion Baseball field, removing the parking lots from their current location. She did note that contrary to Mr. Walker's comments that there was a large amount of public input into the current plan. Councilman Edinger noted that at this time LCDC has come forward to fund the improvements whereby the Committee of Nine's plan did not have funding.

PRESENTATION: PROTECTIVE HOLD PROPOSAL: Commissioner Jai Nelson presented her proposal for a District 1 Mental Health and Intoxication Center noting that last year it cost the County approximately \$381,000 to house protective holds at the hospital. She believes that this county has an insufficient means of dealing with the individuals placed in a protective hold by placing them at Kootenai Medical Center. She is proposing that the northern counties including the Coeur d'Alene Tribe, the city of Post Falls and the city of Coeur d'Alene participate in the construction, operation, and maintenance of a stand-alone facility next to Kootenai Medical Center. She noted that currently the County has the obligation to provide protective holds; however, by having the cities participate in the cost it would alleviate the burden on the County budget. Claudia Miewald, presented the proposed facility and the results of a Steering Committee that predicts that 40 people a month would utilize this facility. She commented that 70% of the police holds are from Coeur d'Alene and 10% are from Post Falls. Councilman Kennedy clarified that these figures are derived from Police bookings and that just because the City may place a person in hold that person may come from outside cities and the county. Councilman McEvers also noted that their reference to the City also includes the County Sheriff's Department's holds. Ms. Miewald noted that the facility would be staffed by Kootenai County employees. She noted that the annual cost would be approximately \$378,451 or a daily rate between \$173/day up to \$769 per day. She also reported that it is the vision to expand the protective hold facility into a longer term rehabilitation facility. She noted that one of the benefits would be less law enforcement/EMS transport cost and overtime. Barry Black, Kootenai County Attorney's Office, expressed that he has long had a desire to create such a facility. Commissioner Nelson noted that this would be a regional facility and the County has applied for grants. She also noted that the only cities contacted for supporting this are the cities of Post Falls and Coeur d'Alene and not the cities of Dalton Gardens, Hayden, Hayden Lake, Rathdrum or any other city in Kootenai County. As for partnering in the cost, she noted that this would be a future discussion. She commented that they would charge the City more if the City does not agree to participate in this proposal. Councilman Kennedy asked if a Joint Powers board would be developed for all participating partners and Commissioner Nelson concurred.

CONSENT CALENDAR: Motion by Goodlander, seconded by Edinger to remove Consent Calendar Item 6 from this agenda and place it on the next Public Works Committee agenda. Councilman Goodlander commented that she would like to have the bid awarded to a local business versus the low bidder. Motion carried.

Motion by Kennedy, seconded by Goodlander, to approve the Consent Calendar with the removal of Item 6.

1. Approval of minutes for January 17, 2012.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, February 13th at 12:00 noon and 4:00 p.m. respectively.

3. RESOLUTION 12-002: 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 A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF DALTON GARDENS FOR COST SHARING OF GOVERNMENT WAY SEWER FACILITIES; AUTHORIZING THE DESTRUCTION OF CERTAIN TEMPORARY RECORDS FROM THE MUNICIPAL SERVICES DEPARTMENT; AND AWARD OF BID AND APPROVAL OF A CONTRACT WITH MDM CONSTRUCTION, INC. FOR THE GOVERNMENT WAY WATER SYSTEM IMPROVEMENTS.
4. Setting of public hearing for V-12-1 – vacation of public right-of-way in Kootenai Addition for March 6, 2012.
5. Approval of beer license for Trickster's Brewing Company at 3850 N. Schreiber Way
6. ~~Approval of budgeted vehicle purchases for Water Department~~
7. Approval of cemetery lot repurchase from Pattie Singer.
8. Setting of public hearing for SP-2-12 – appeal of a denial of special use permit for 219 Coeur d'Alene Lake Drive for March 6, 2012.

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

COUNCIL COMMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy reported that several Council members and staff met in Boise last week for the Annual AIC Day at the Capital. He noted after his discussion with Finance Director Troy Tymesen, he would recommend that the accounts payable reports be posted on the City's web. Mr. Tymesen reported that staff could put the Bills to Council on the web site in a .pdf format as a response to proposed legislation that has been submitted during this legislative session. Councilman Kennedy also noted that there is proposed state legislation on texting while driving.

COUNCILMAN EDINGER: Councilman Edinger found out that Ken Finney had surgery and he wished him a speedy recovery.

COUNCILMAN ADAMS: Councilman Adams reported that he had gone to Boise as well. He also had met with Recreation Director Steve Anthony who gave him a tour of some of the facilities used by the Recreation Department.

COUNCILMAN GOOKIN: Councilman Gookin reported that he went to Boise and during the past two weeks he has met with Mr. Ingalls, met with the Water Department, and took a tour of the Police Department. He also attended the Development Review Team meeting and did the KVNI radio show on Tuesday. He also sat in on the CDA TV Committee and he was very impressed with that Committee.

APPOINTMENT TO NATURAL OPEN SPACE AD HOC COMMITTEE, ARTS COMMISSION, PERSONNEL APPEALS BOARD AND CDA TV COMMITTEE:

Motion by Goodlander, seconded by Kennedy to appoint John Bruning to the Natural Open

Space Ad Hoc Committee and the Arts Commission, to re-appoint Kelly Ostrom to the Personnel Appeals Board, and re-appoint Jim VanSky to the CDA TV Committee. Councilman Gookin believes that John Bruning is already serving on two committees and, therefore, will vote against him being appointed to these two committees. Mayor Bloem noted that the two committees the John Bruning is currently a member of, as mentioned by Councilman Gookin, are ad hoc committees and not standing committees. Motion carried with Gookin voting no.

ADMINISTRATOR'S REPORT: Deputy City Administrator Jon Ingalls announced that last weekend the Coeur d'Alene Fire Department had a number of its members attend an Ice Rescue class on Hauser Lake. This last Saturday marked the commencement of the Idaho POST Academy Reserve Class, which runs through May of 2012. This is the first year we have tapped into the Idaho Education Network to join this class. The Reserve Academy will save the city thousands in instructor costs, coordination manpower, and overtime that it normally pays every year to conduct the training. The city's Arts Commission is seeking artists to participate in its "ArtCurrents" program, now approaching its second year. Information packets are available at City Hall, 710 E. Mullan Avenue, or online at www.cdaid.org. Artist proposals are due by 5:00 p.m., April 16, 2012. Artists who are interested in participating are encouraged to contact Steve Anthony, Arts Commission Liaison, at 769-2249. Our congratulations go to Steve Anthony on his induction into the American Softball Association's (ASA) Northwest Region Softball Hall of Fame. The City of Coeur d'Alene is both honored and fortunate to have a "Hall of Famer" serve as our Recreation Director. The CdA'ART Grant Program is a three-year pilot program of the City of Coeur d'Alene Arts Commission beginning in 2011. As a flexible small awards program, it aims to encourage innovative ideas, respond to one-time opportunities, and create new access for individuals and groups not served by other programs. To apply for a CdA'ART Grant, visit the City of Coeur d'Alene website at www.cdaid.org, and click on Public Art. For additional information, please call Hall of Famer Steve Anthony at 769-2249. Our local Arbor Day Committee announces an art contest to design a button for 2012 Arbor Day celebrations. Now in its 16th year, the contest is open to middle school and high school students who live within the Coeur d'Alene, Post Falls, and Lakeland School Districts. Winning art will be featured on a button that will be distributed, along with tree seedlings, at Arbor Day events in late April. Information about the contest is available at the Coeur d'Alene Parks Department. We will celebrate Arbor Day on April 27th. For more information, contact the city's urban forester, Karen Haskew, at 769-2266. Building Services Director Ed Wagner was elected to the position of President of the Idaho Association of Building Officials (IDABO). Fire Chief Kenny Gabriel was recently appointed by the Director/State Forester of the Department of Lands to serve as a member of the Idaho Land Resources Council. "The Lincoln Lawyer," will screen March 1st, at 7:00 p.m., at the Coeur d'Alene Public Library as part of the "Moving Books" series of films based on literature. At the Coeur d'Alene Public Library tomorrow, February 8th, at 7:00 p.m., "Star Trek: The Future Begins," will be screened in the Community Room at the library. "Dig It!: A Fresh Look at Archaeology", the series, presented by Haley Cohen, will be offered at the Coeur d'Alene Public Library, on Thursdays, February 9, 16, and 23, at 7:00 p.m. in the Community Room.

City Attorney Gridley reported that a local attorney has filed several lawsuits (9 cases) of which 3 were thrown out, 5 have gone to jury trial and in all five cases the jury found no misconduct by the Police Department. He noted that we have one left to go.

ORDINANCE NO. 3428
COUNCIL BILL NO. 12-1003

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF PUBLIC ALLEY IN THE TAYLOR'S PARK SUBDIVISION, SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, RECORDED IN BOOK "B" OF PLATS, PAGE 90, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A PORTION OF THE PUBLIC ALLEY ADJOINING LOTS 16 & 17, BLOCK 2 OF SAID SUBDIVISION, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE, AND, PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Edinger, to pass the first reading of Council Bill No. 12-1003.

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

Motion by Goodlander, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1003 by its having had one reading by title only.

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

PUBLIC HEARING – ZC-4-11 – ZONE CHANGE FOR NORTH IDAHO COLLEGE CORRIDOR: Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared. Dave Yadon, Planning Director, gave the staff report.

Mr. Yadon gave the applicant's name as North Idaho College, the location as the Education Corridor and the request as a zone change from existing C-17L and LM to C-17.

He went on to give the staff analyses for zoning, Comprehensive Plan, neighborhood characteristics and utilities. He noted that this area has created a Planned Unit Development which controls the zoning and limits the types of uses. Mr. Yadon noted that on November 8, 2011 the Planning Commission voted to recommend approval of the requested zone change. He reported that on December 30, 2011 a total of 17 notices of this public hearing were mailed with 6 responses being received - 2 in favor and 4 neutral. Written comments were distributed for Council review.

PUBLIC COMMENTS: John Mueller, 210 E. Lakeside, representing the applicant, clarified that the height requested in the PUD on the shorelines is to build up the sidewalk. Mr. Mueller reviewed how the campus has developed over the last 45 years. The proposed zone change and PUD is the next step in the expansion of the Education Corridor. He reported that the requested zone change is to accommodate the building height that is needed for the campus expansion and

in particular building parking garages to help resolve some of the parking issues that the college currently faces. He explained the options approved in the PUD are to provide for the construction of both near term and long term uses. He described the proposed connectivity between the existing campus and the education corridor campus.

Councilman Gookin asked why the C-17 zoning was requested. Mr. Mueller responded it was due to the building height allowed in a C-17 zoning. Dave Yadon responded that the zoning requested also affects the allowed uses; however, another zoning would not alter the use of the PUD. Councilman Gookin questioned the impact of the shoreline regulations and the impact of the parking garage regarding the view of the lake for the neighbors to the north of the structure. Councilman Gookin also commented that at a recent Fort Grounds Homeowners Association meeting they addressed the issue of the alleys and the association would not want any alleys removed. Mr. Mueller responded that the plan does not call for vacation of alleys in the residential areas only within the education corridor. Councilman Gookin also expressed his concern of the height of the parking garage that has a 0 lot-line setback. Councilman Goodlander asked about putting a parking garage to the south in the location of the parking lot just south of River Avenue. Mr. Mueller responded that would require a separate zone change request and that was an issue which was proposed about 10 years ago and was suggested as a possible option. Councilman Edinger asked how many homes would be affected on Military Drive. Mr. Mueller responded that there are 15 homes; however, the college owns approximately 6-7 of those homes. Councilman Adams stated that the funding for the purchase of the Education Corridor property resulted in a law suit and that this purchase was against the Idaho Constitution and thus asked what the funding source would be for the Education Corridor. City Attorney Gridley clarified that the lawsuit was thrown out and the financing process did not violate the Constitution as alleged by Councilman Adams.

Councilman Kennedy asked about ex-parte communication. City Attorney Gridley clarified that any information received outside of this hearing is considered ex-parte communication if it would influence a Councilman's decision and should be so noted.

MOTION: Motion by Kennedy, seconded by McEvers to approve the requested zone changes from C-17L and LM to C-17 within the Education Corridor campus and to adopt the Findings and Order of the Planning Commission.

DISCUSSION: Councilman Edinger noted that he is in favor of the education corridor but he expressed his concern regarding the eastern parking garage as it could impact the views and vistas of the neighborhood. Councilman Adams expressed his belief that his constitutional right to vote on the funding of this project has been violated and therefore will vote against this zone change. Councilman Gookin voiced his concern of the shoreline regulations and the impact to the alleyways as a result of the eastern parking garage abutting the residents along North Military Drive. Mayor Bloem commented that the public has requested access to the public water and the proposed development would accommodate that. Councilman Edinger reiterated that there would be no commercial uses developed outside the normal activities of a college.

ROLL CALL: Adams, No; Edinger, Aye; Goodlander, Aye; Gookin, No; Kennedy, Aye; McEvers, Aye. Motion carried.

RECESS: Mayor Bloem called for a five-minute recess. The recess began at 8:55 p.m. The meeting reconvened at 9:00 p.m.

PUBLIC HEARING – 2012 CDBG ANNUAL ACTION PLAN: Mayor Bloem read the rules of order for this public hearing. Renata McLeod, Project Coordinator, gave the staff report.

Mrs. McLeod reported that the City of Coeur d'Alene receives a direct allocation of HUD Community Development Block Grant (CDBG) funds. Each year the City is required to complete an annual action plan in accordance with the adopted citizen participation plan. The Action Plan document is intended to be an outline regarding how the City intends to spend the CDBG funds, as well as, fulfill the program reporting requirements. A public comment period was held from January 2, 2012 through February 2, 2012. A public workshop was held on January 18, 2012 at 5:30 p.m. at Fire Station No. 3. One person attended the public workshop and did not provide any comments.

Holly Holly explained the City's Consolidated Plan and the objectives and goals of that plan and the goals that have been met to date.

She noted that the Plan Year 2012 allocation will be \$262,325, which is \$123.00 less than the amount anticipated at the beginning of the public comment period. She then reviewed the proposed budget for 2012. She then reported that some minor changes have been made to the Action Plan since the thirty-day public comment period which are as follows:

1. North Idaho Housing Coalition clarification of "family served" changed from 80%-120% to 50%-120% based on the public comment
2. Corrected budget figure, as notification of allocation was provided by HUD during the public comment period, which is amended to reflect \$123.00 less than anticipated
 - a. Administration cap of 20%, reduction of \$24.00
 - b. Land acquisition of 106 Homestead, reduction of \$99.00

COMMENTS: Councilman Kennedy asked if these funds could be used for the protective holds facility. Renata McLeod noted that these funds cannot be used for general government functions. Councilman Adams commented he believes that these funds have allowed the City to become landlords. Mrs. McLeod noted that the rentals are administered by St. Vincent DePaul. Councilman Gookin believes that we are competing unfairly with rental facilities. He also believes that it is not correct for the City to have used the self-insurance fund to purchase low-income rental facilities and the city is undermining private rental businesses. Councilman Kennedy noted that at the time these low-income rentals were created, private property owner rentals were not addressing low-income rentals.

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

MOTION: Motion by Goodlander, seconded by Kennedy to approve CDBG Action Plan for Plan Year 2012 funding.

DISCUSSION: Councilman Gookin believes that the Federal Government is broke and they are spending money on this program that they don't have. He also has concerns regarding the St. Vincent DePaul's agency receiving all the funding and the City is not funding other agencies. Councilman Edinger asked if any other group has requested funding. Mrs. McLeod responded that several other agencies have received funding including The Senior Center and Habitat for Humanity. Councilman Kennedy also noted that there are 19 different agencies housed at the former Library Building not just St. Vincent DePaul. Mrs. McLeod also noted that the North Idaho Housing Coalition will be receiving funds this year. Councilman Goodlander commented that by housing the 19 different agencies in one building it provides greater access to those who need these services. Councilman Goodlander also noted that several low income families have received assistance from this program for minor home repairs that they could not otherwise afford. Councilman Gookin commented that he has nothing against St. Vincent DePaul but rather with the City in that the City appears to be biased in favor of St. Vincent DePaul and believes that the city should not be picking their favorites. Councilman McEvers has thought it was always weird that the City would receive Federal dollars to help needy people but then the Federal Government has a lot of strings attached to those funds. Councilman Adams also believes that the Federal Government is broke but believes that the City could facilitate rallying the community to raise the funds for this very purpose and thus would not need these Federal Funds.

ROLL CALL: McEvers, Aye; Goodlander, Aye; Adams, Aye; Kennedy, Aye; Gookin, No; Edinger, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 §F: To communicate with legal counsel for the public agency to discuss legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated; and, §I: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

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

The Council entered into Executive Session at 9:40 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, and Deputy City Attorney.

Matters discussed were those of attorney/client privilege and a claim submitted by Dela Cruz. No action was taken and the Council returned to its regular session at 9:51p.m.

DELA CRUZ CLAIM: Motion by Goodlander, seconded by Gookin to approve the payment of \$10,000 in the Dela Cruz claim. Motion carried.

ADJOURNMENT: Motion by Goodlander, seconded by Adams to recess this meeting to February 9, 2012 at 12:00 noon in the City Hall former Council Chambers for a Stormwater

Utility workshop and then recess to February 14th at 12:00 noon for a Planning Update workshop. Motion carried.

The meeting recessed at 9:53p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE CITY HALL
FORMER COUNCIL CHAMBERS
ON FEBRUARY 9, 2012 AT 12:00 NOON

The City Council of the City of Coeur d'Alene met in continued session in City Hall in the former Council Chambers held at 12:00 noon on February 9, 2012 there being present upon roll call a quorum.

Sandi Bloem, Mayor

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

STAFF: Wendy Gabriel, Administrator; Susan Weathers, City Clerk; Jon Ingalls, Deputy City Administrator; Mike Gridley, City Attorney; Tim Martin, Street Superintendent; Kim Harrington, Engineering Tech; Gordon Dobler, City Engineer; Terry Leigh, Streets Field Supervisor; Warrant Wilson, Deputy City Attorney; Troy Tymesen, Finance Director.

GUEST: Tom Hasslinger, Cd' A Press

STORMWATER WORKSHOP: Wendy Gabriel outlined the presentations for today's workshop. Deputy City Attorney Warren Wilson provided a brief background on the process and evolution of the stormwater utility which process began in the 1980's. He noted that Pocatello had adopted a stormwater utility as with the City of Lewiston. The City of Lewiston was sued; however, believes that their attorney did not present the proper case which demonstrates there is certain police power or regulatory powers for a City. He explained the meanings of police power and regulatory powers. Councilman Gookin asked for a clarification of police powers. Mr. Wilson explained that police powers include providing regulations for the health and safety of its citizens. Councilman Edinger asked about our regulations. Mr. Wilson explained the stormwater regulations adopted by the city are fairly uniform nationwide. City Attorney Gridley noted that a utility is a fee charged depending on a rational, reasonable basis; however, if you charged everyone the same amount regardless of use, it would be considered a tax. Councilman Gookin asked about the flat fee for solid waste on the County tax bill that is the same for everyone. Mr. Gridley explained that there was a court case which determined that the method the county used to establish this fee was reasonable. Mr. Wilson noted that the city's stormwater utility is generally based on this example in that all residents are charged the same fee; however, commercial businesses are charged by impervious surface. Councilman Edinger noted that the committee formed to develop this utility included business owners. Councilman McEvers also noted that as a member of that committee he learned why impervious surface was a good measure for stormwater rates. Councilman Gookin commented that water and

wastewater is something that is used by residents, but stormwater is not a consumable item. Mr. Wilson explained that it does become a utility as the water leaves a person's property and then is collected in a system maintained by the community.

Jon Ingalls explained why the City does the stormwater management and how stormwater works. He defined stormwater as water that flows off roads, driveways, parking lots, and other hard surfaces. He also noted that the stormwater utility goals include tackling longstanding deficiencies, addressing the stormwater construction backlog, meeting the EPA Stormwater Phase II permit requirements; and protecting vital resources – Cd' A Lake, Spokane River and Rathdrum Prairie aquifer. He reviewed the history of area flooding issues in that whenever there was a major rainfall there was flooding and thus increased cost from claims filed with the City as a result of flooding damage. He also reported that in 2000, the city conducted a Quality of Life Survey which ranked stormwater maintenance as a high priority. Today, because of the stormwater maintenance utility, it is no longer on the citizens' priority list. He also explained the difference between TMDL's for the wastewater discharge and BMP's for stormwater discharge. An example of BMP (best management practice) would be street sweeping to protect the runoff of debris being washed into the lake or absorbed in the aquifer. He reviewed the roles and responsibilities of the various departments that participate in the management of the city's stormwater system. He noted the difference between our utility structure and funding which is very accountable for dollars received and dollars spent on stormwater as compared to the City of Lewiston's utility in which they used the funds for other purposes such as street overlay projects. Some of the responsibilities of the stormwater utility are regular cleaning of catch basins, maintaining swales, maintaining stormwater pipes, replacing drywells, preventing catch basin pollutants from entering the area waterways, maintaining open systems, and constructing new pipelines and drainage. He added that "Leaf-Fest" is included in this utility as it prevents the leaves and other pollutants from being washed into the lake. On the water quality side of stormwater, the utility has afforded the installation of outfall water quality equipment, public education, and regular inspection of lines for preventative maintenance. Another facet of this utility is the EPA Discharge Permit which, on last inspection, the City had no significant issues. As part of this Discharge Permit public education has been conducted as well as public service announcements.

Mr. Gridley asked if there any questions about the need for this utility. He commented that if you clearly use the funds for the stormwater utility and the funds do not go into the General Fund, then he believes that the courts would support it.

Mr. Tymesen explained the utility budget in which 50% comes from residential and 50% comes from commercial. Approximately 33% of the funds cover personnel which is quite low and so the remaining funds go into capital items. He also noted that leaf pickup is included in this budget. As the City's Finance Director, he believes that this is a very solid financial plan. However, with stopping the fees from this utility all projects have stopped. He looked at the utility budget and the possibility of replacing it with increasing the city's general fund budget and its effect on property taxes. Mr. Gridley explained that the shift from a utility enterprise fund to a general fund item would increase property taxes.

EXECUTIVE SESSION: Motion by Goodlander, seconded by Edinger into Executive Session as provided by I.C. 67-2345 provided by I.C. 67-2345 Subsection F: to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated.

The Council entered into Executive Session at 12:55 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator, City Attorney, Deputy City Attorney, Street Superintendent, City Engineer, and City Clerk.

Matters discussed were those of litigation regarding stormwater utility. No action was taken and the Council returned to its regular session at 2:00 p.m.

MOTION: Motion by Adams, seconded by Gookin to move forward with repealing the current stormwater utility ordinance and direct staff to prepare an ordinance with the appropriate funding mechanism. Motion carried.

RECESS: Motion by Gookin, seconded by Adams to recess this meeting to February 14, 2012 at 12:00 noon in the City Hall former Council Chambers for a Planning Update workshop. Motion carried.

The meeting recessed at 2:05 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

**A CONTINUED MEETING OF THE
COEUR D’ALENE CITY COUNCIL
HELD ON FEBRUARY 14, 2012 AT 12:00 NOON
IN THE CITY HALL FORMER COUNCIL CHAMBERS**

The City Council met in continued session on February 14, 2012 at the hour of 12:00 noon in the City Hall Former Council Chambers, there being present upon roll call a quorum.

Sandi Bloem, Mayor

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

Ron Edinger) Members of Council Absent

STAFF PRESENT: Warren Wilson, Susan Weathers, Jon Ingalls, Mike Gridley, Wendy Gabriel, Dave Yadon, Troy Tymesen, Tami Stroud, Renata McLeod, Sean Holm.

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

LAND USE TRAINING: Deputy City Attorney Warren Wilson provided a power point presentation on the conduct of hearings on the different land use hearings.

OVERVIEW: He explained the required procedures including the adoption of the conduct of hearings. Generically, he noted two concepts – fairness, and opportunity to be heard and rebut evidence. He noted that the governing body that hears these matters wears three hats – administrator, legislator, judge. Administrative items include interpretations and short plat subdivisions for the Planning Commission and administrative appeals for City Council. Legislative matters include text changes to the zoning code, annexation, and initial zoning upon annexation. Quasi-Judicial matters include Special Use Permits, Subdivision applications, variances, zone changes and Planned Unit Developments. Planning Director Dave Yadon explained the significance of the Comprehensive Plan, zoning regulations, and the various zoning districts.

QUASI-JUDICIAL HEARINGS: Mr. Wilson noted that in a Quasi-judicial hearing the Council sits as judges. Quasi-Judicial hearings require that a quorum is present prior to the conducting of a hearing in this category. The Mayor shall announce the hearing and provides the topic or issue for this public hearing. It is helpful if the Mayor reads the rules of order for the hearing. Required announcements include ex parte contacts which does include site visits. A declaration of a Conflict of Interest shall be declared by any member of the hearing board that falls within the State Code definition of a conflict of interest. He noted that if there is a conflict of interest declared that member must leave the room and cannot provide any public testimony. He explained the definitions of “personal bias and apparent conflict/bias” and urged anyone who

may think they may have a bias to contact him. He noted that ex parte contact also includes site visits, not just conversations – whatever the contact, it needs to be declared at the beginning of the hearing with a brief explanation of what was the ex parte communication.

Order of Hearings - the ideal order of testimony for quasi-judicial public hearings: 1) Mayor/Council announcements; 2) staff report; 3) applicant testimony; 4) proponents testimony; 5) people who are neutral; 6) opponents; and 7) applicant's rebuttal. He noted in a perfect world the applicant's rebuttal should not include any new testimony that was not previously given.

Time Limits – reasonable time limits may be imposed; however, he cautioned that limiting comments too much could be found that you are not affording an individual a meaningful opportunity to be heard. He also noted that requesting no repeat testimony is feasible.

Relevant Facts – facts that show whether an approval criterion is satisfied or not and these are the only facts the Council may consider when making decisions. Substantial evidence is evidence that a reasonable person would rely upon in making a decision.

Conflicting Evidence – Council members can select the evidence it believes as long as it is relevant and substantial. In the Record – in determining facts consider if the testimony presented (e.g. possibly future extension of sewer line) is a documented record or an assumption. Mr. Wilson pointed out that if you have difficulty in determining the facts, the Council can ask questions to help clarify their decision.

Findings and Order – Findings require that decisions are based on standards/criteria in the Comp Plan; zoning ordinance and/or other related ordinances, and are based solely on evidence in the record. He noted that Findings are critical to the decision making process and function to: show the decision was not arbitrary; assure the decision was fairly made; and, show proper procedures were followed. In regarding to the issue if the Council can adopt the Findings and Order of the Planning Commission – he believes that it is a better practice for the Council to adopt their own Findings. He did add that the Council can direct staff to prepare the Findings and bring them back to the Council for adoption at a later meeting. The only time that he is comfortable with the Council adopting the Findings and Order of the Planning Commission is when there has been no public testimony except for the applicant.

Comp Plan vs. Ordinances – The Comprehensive Plan should be used as a general guide in instances involving zoning decisions (zone changes, variance, special use permits); however, zoning ordinances reflect the permitted uses allowed for various parcels within the jurisdiction. In reviewing court cases, he believes that the City should remove reference to the Comprehensive Plan from the Findings and Order for zoning issues. In regard to annexation and initial zonings, Mr. Wilson believes that initial zoning should follow quasi-judicial hearings.

Loss of a Quorum – if the presiding board loses a quorum during a public hearing they can: continue the hearing to a future date; complete the hearing and have the absent member(s) review the complete record and vote on the final decision at a later date; and, ultimately talk to

the attorney. In the case of a request for a continuance by the applicant being received during a hearing, he recommends that the Council refuse the request if it will prejudice another party; or, continue the hearing to a set date and time; or, leave the record open for additional written testimony/evidence. He noted that the continued hearing must be very clear regarding deadlines and ensure that other parties have a chance for rebuttal.

Substantial Changes – if the applicant proposes substantial changes to their request during the hearing process Mr. Wilson recommends that if the proposal has different impacts on different properties or changes the impact on people who have previously testified, the safer course is to give new notice of the hearing and hold a new hearing.

Voluminous Records Submitted at Hearing – options include recessing the hearing in order for the Council to read all the records, close the record and then continue the hearing to allow time to review all records; require written comments be submitted in advance. And, as always, consult with staff.

Fair Housing Act – the FHA prohibits using land use policies or action to treat groups of persons with disabilities less favorably than groups of non-disabled persons. He cautioned Council to not react to neighborhood concerns can lead to lawsuits.

Conditions of Approval – conditions are used to allow the Council to make a required finding that they could not otherwise make based on the evidence received. Conditional approvals offer the opportunity to respond to neighborhood concerns and can help make the opponents feel they were heard. Types of conditions include: development of the site such as landscaping, etc.; improvements such as drainage; dedication of land for streets, open space or paying a fee in lieu of dedication; and, allowing others to cross their property such as requiring the granting of easements.

One suggestion Mr. Wilson recommends is that the Council take notes during the public hearing to help in the findings in determining conditions of approval.

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

The meeting adjourned at 1:55 p.m.

Deanna Goodlander, Mayor Pro Tem

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 12-003

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 A LEASE AGREEMENT WITH GARY STINNETT FOR THE MEMORIAL FIELD CONCESSION STAND; ADOPTING POLICIES AND PROCEDURES FOR ARTWORK DONATIONS, LOANS, AND EXHIBITIONS ON PUBLIC PROPERTY; DECLARING I.T. EQUIPMENT AS SURPLUS AND APPROVING THE DISPOSAL PROCESS; APPROVING A CONTRACT WITH GINNO CONSTRUCTION FOR THE 2011 106 HOMESTEAD AVENUE REHABILITATION PROJECT; APPROVING THE PERMIT AGREEMENT RENEWAL WITH ROW ADVENTURES FOR USE OF INDEPENDENCE POINT BEACH FOR KAYAK AND PADDLE BOARD TOURS; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J U B ENGINEERS, INC. FOR THE WASTEWATER UTILITY 2012 COLLECTION SYSTEM PROJECTS; AND DECLARING 2 WASTEWATER VEHICLES AS SURPLUS.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 7" and by reference made a part hereof as summarized as follows:

- 1) Approving a Lease Agreement with Gary Stinnett for the Memorial Field concession stand;
- 2) Adopting Policies and Procedures for Artwork Donations, Loans, and Exhibitions on Public Property;
- 3) Declaring I.T. equipment as Surplus and approving the disposal process;
- 4) Approving a Contract with Ginno Construction for the 2011 106 Homestead Avenue Rehabilitation Project;
- 5) Approving the Permit Agreement renewal with ROW Adventures for use of Independence Point Beach for Kayak and Paddle Board Tours;
- 6) Approving a Professional Services Agreement with J U B Engineers, Inc. for the Wastewater utility 2012 collection System Projects;
- 7) Declaring 2 Wastewater Vehicles as Surplus;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 7" 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 21st day of February, 2012.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY	Voted _____
COUNCIL MEMBER GOODLANDER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER ADAMS	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

_____ was absent. Motion _____.

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: February 13, 2012
From: Steve Anthony, Recreation Director
SUBJECT: MEMORIAL FIELD CONCESSION LEASE AGREEMENT

DECISION POINT:

Does the General Services Committee want to recommend to the City Council the approval of Memorial Field Concession lease to Gary Stinnett (Porky G'S?)

HISTORY:

Ruth Barker had leased the Memorial Field Concession Stand for the last 12 years. The Concession Stand has provided a tremendous service for the users of both Memorial Field and the City Park. She has decided not to renew her lease. For over 60 years the concession stand at Memorial Field has serviced all events at Memorial field and the north side of City Park.

FINANCIAL ANALYSIS:

The City advertised for a concessionaire and received three proposals. The highest bidder was Porky G's in the amount of \$3,375.00 for one year.

PERFORMANCE ANALYSIS:

Porky G's will operate the Concession Stand during all activities at Memorial. They will also stay open to service events at City Park. They plan on expanding the menu offering different varieties of barbecue sandwiches.

DECISION POINT / RECOMMENDATION

Staff recommends that Gary Stinnett (Porky G's be granted a one-year lease at Memorial Field. Does the General Services Committee want to forward a recommendation to the City Council to a lease agreement with Gary Stinnett for the Memorial Field Concession to expire April 1, 2013?

LEASE

THIS LEASE, made and dated this 21st day of February, 2012, by and between the **City of Coeur d'Alene**, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "Lessor," and **Gary Stinnett**, 1527 NW Boulevard, Coeur d'Alene, Idaho, hereinafter referred to as the "Lessee,"

W I T N E S E T H:

WHEREAS, the Mayor and City Council of the City of Coeur d'Alene deem it advisable and for the best interests of the City and the citizens thereof that the concession stand at Memorial Field consisting of 236.5 square feet as shown on the drawing attached hereto as Exhibit "A" and incorporated herein by reference be operated for the sale of:

- 1) Refreshments, including food, candy and soft drinks (but not alcoholic beverages); and
- 2) Non-food items specifically limited to baseball cards, pennants, hats, sunscreen, and sunglasses.

WHEREAS, it is not practicable for the City to operate such a concession stand;

NOW, THEREFORE, the Lessor does hereby let and set over to the Lessee the concession stand at Memorial Field.

TERM: The term shall commence on **April 1, 2012** and extend to **April 1, 2013**.

CONSIDERATION: As rental therefore, the Lessee shall pay to the Lessor **Three Thousand Seven Three Hundred Seventy Five and No/100 Dollars (\$3,375.00)**, payable in full on April 1st of 2012. Lessee will be responsible for utility costs during the term of this lease.

LIABILITY INSURANCE: The Lessee agrees to hold the Lessor harmless from all claims for injury to person or property resulting from Lessee's actions or omissions in performance of this contract and to that end shall maintain liability insurance naming the City as one of the insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The Lessee agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the Lessee fail to maintain such insurance during the entire term hereof, the Lessee shall indemnify the Lessor against any loss resulting to the Lessor from such failure, either by way of compensation or additional premium liability. The Lessee shall furnish to the Lessor, prior to commencement of the work, such evidence as the Lessor may require

guaranteeing contributions which will come due under the Employment Security Law including, at the option of the Lessor, a surety bond in an amount sufficient to make such payments.

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

TIME OF OPERATION: It is agreed that the Lessee shall operate said concession stand during all sporting activities after the hour of 6:00 o'clock p.m. during the term of this lease, said operation to continue to the conclusion of such events. The Lessee, however, shall have the option, if she so desires, to operate such concession stand at any other time during the term of this lease except between the hours of 11:00 o'clock p.m., and 7:00 o'clock a.m.

MODE OF OPERATION: It is understood and agreed that the Lessee shall not dispense alcoholic beverages and shall operate such concession stand in a businesslike, sanitary manner and in conformity with the laws of the United States of America, the state of Idaho, and the ordinances of Kootenai County and the City of Coeur d'Alene, and at the end of the term of this lease shall turn over possession of the leased premises to the Lessor in as good a condition as now exists.

It is understood that the Lessee may sell refreshments and such non-food items as are specifically set forth on page one above.

It is further understood that it is the duty of the Lessee to maintain the leased premises and keep the concession stand in a good state of repair at its own expense.

It is also understood that Lessee will not dispense drinks in glass containers.

REFUSE: Lessee agrees not to dispose of refuse at a City maintained trash receptacle. Refuse must be removed from the concession stand and disposed of at Lessee's expense. Lessee must keep the concession stand and the immediately surrounding area clean at all times.

NON-TRANSFERABLE: Lessee understands and agrees that this lease cannot be transferred, conveyed or otherwise encumbered without the express written consent of the City.

STAFFING REQUIREMENTS: It is understood that Lessee's employees are required to be courteous and informed about the community so as to assist with questions from tourists and other park users, i.e., to know the immediate area including but not limited to North Idaho College, the Coeur d'Alene Resort, Tubbs Hill, McEuen Field, and the City Hall.

It is further understood that Lessee's employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts if shorts are worn. It is not permissible to operate the concession while attired in swimwear.

PUBLIC HEALTH DEPARTMENT PERMIT: Prior to operating the concession stand, the Lessee shall obtain all health permits required by law and file a copy with the City Clerk prior to operation of the concession stand.

TIME IS OF THE ESSENCE: Time is of the essence of this agreement.

LESSOR'S OPTION TO TERMINATE LEASE WITHOUT CAUSE: Lessor may at any time after ten (10) days written notice terminate this lease and retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. Notice of termination under this provision will be given in the same manner as notification of termination in case of default.

FORFEITURE: It is understood that time is of the essence and should the Lessee fail to perform all of the covenants herein required of her, the Lessor may declare this lease forfeited, retake possession of the concession stand, and retain as liquidate damages all improvements made by the Lessee, together with all monies and rentals paid as consideration for this lease; provided, however, that before declaring such forfeiture, the Lessor shall notify the Lessee in writing of the particulars in which the Lessor deems the Lessee to be in default and the Lessee shall have seven (7) days to remedy her default.

NOTICE: Any notice, including notice of default resulting from failure to perform, will be made by placing the written particulars in the United States mail addressed to Lessee at the address listed above with proper postage affixed. Any notice required to be given to the City will be written and deemed received by the City when personally delivered to the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814. In lieu of service by mail, a notice of default and/or termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Lessor has hereunto set her hand and seal the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

INDIVIDUAL

Sandi Bloem, Mayor

Gary Stinnett

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of February, 2012 before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

* * * * *

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2012 before me, a Notary Public, personally appeared **Gary Stinnett**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily executed the same.

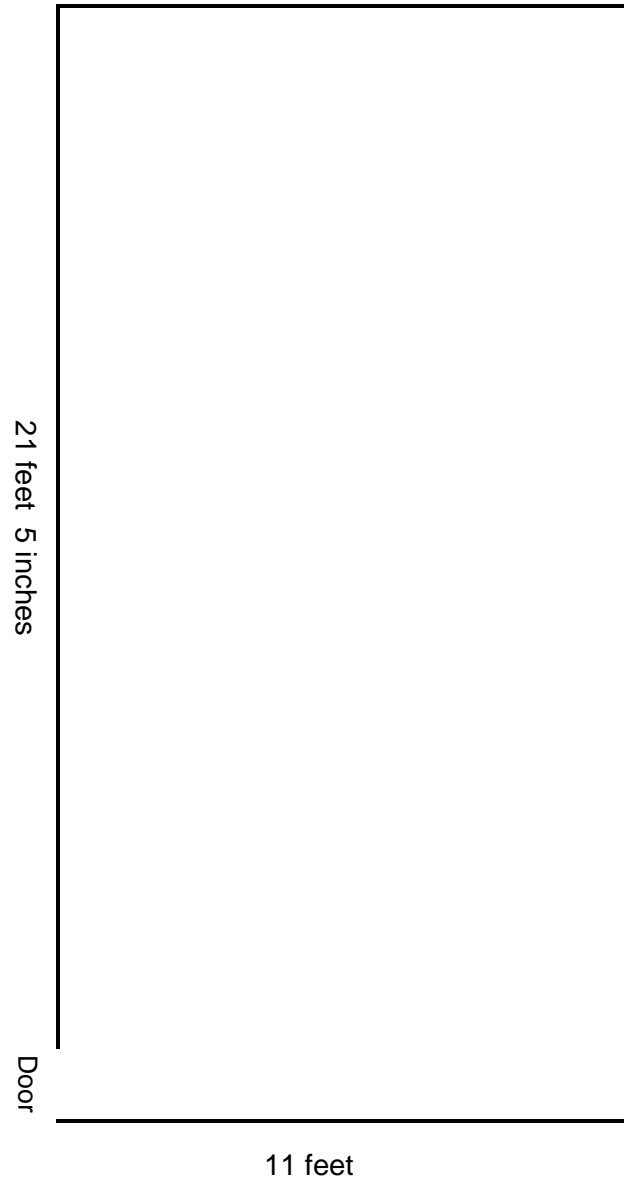
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

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

EXHIBIT "A"

Memorial Field Concession Stand
236.5 square feet

Service Window – Front



STAFF REPORT
General Services Committee

Date: February 13th 2012

From: Recreation Director

Subject: Policies and Procedures for Artwork Donations,
Loans and Exhibitions on Public Property

DECISION POINT: The Arts Commission is recommending that the City Council adopt a policy regarding artwork donations, loans and exhibitions on public property

HISTORY: The city has had a policy on accepting donations of art. The policy was broad and did not cover some items. The Arts Commission feels the new policy is very specific and gives them better guidelines when making a decision on donations, loans and exhibitions. With the new ArtCurrents program the Arts Commission anticipates some pieces currently on display may be donated to the city.

FINANCIAL ANALYSIS: The new policy would have a minimal effect on the Public Art Fund. Donors may be required to contribute 10 % of the value of the piece to the maintenance fund.

PERFORMANCE ANALYSIS: The City Council has the final decision on accepting a work of art. The policy will assure that there is a procedure to follow and that all departments that are affected will have an opportunity for input.

RECOMMENDATION: That the General Services Committee recommend to the City Council the adoption of the Policy and Procedures for Artwork Donations, Loans, Exhibitions on Public Property.

POLICIES AND PROCEDURES FOR ARTWORK DONATIONS, LOANS, AND EXHIBITIONS ON PUBLIC PROPERTY

Background:

Private individuals and agencies occasionally offer works of art as donations or loans to the City of Coeur d'Alene or desire to display art owned by those individuals or agencies on public property. Similarly, individuals or groups may also wish to propose a public art project that would be temporarily or permanently installed on city property. These gifts and exhibitions are an important part of the city's growing art collection and presence in the public realm. The City of Coeur d'Alene has established policies and procedures for any unsolicited donations, loans, or exhibition proposals for the following reasons:

- Maintain the quality of the public art collection
- Ensure that artworks are sited to the most suitable locations
- Establish that there will be funds to protect, maintain, preserve, and conserve works of art on public property
- Evaluate works for quality, safety, durability, and maintainability

The Coeur d'Alene Arts Commission is responsible for reviewing all gifts, loans, and public art exhibitions proposed by individuals, organizations, and neighborhood and community groups. The mayor-appointed commission is broadly representative of Coeur d'Alene, including citizens, community leaders, artists, arts organization representatives, arts educators, and design professionals (registered architects, landscape architects, interior designers, and professional engineers.) The commission is comprised of up to 12 members. The Coeur d'Alene Arts Commission can also include non-voting public art staff and other voting ex-officio members as may be needed.

Definitions:

Artwork Donations/Gifts/Loans:

- Unrestricted Donation/Gift – The donation of a work of art to the City without any restrictions placed on where the art is sited.
- Restricted Donation/Gift – The donation of a site-specific work of art to the City.
- Loan – The loan of a work of art to the City, with or without restrictions placed where it is sited.

Exhibitions/Artwork:

- Temporary Exhibition/Artwork – A proposed exhibition or work of public art installed temporarily on city property. Proposals may be site-specific or not.
- Permanent Exhibition/Artwork – A proposed exhibition or work of public art installed permanently on city property. Proposals may be site-specific or not.
- Exhibition of Privately Owned Art on Public Property – A proposed exhibition of art not owned by the City but located outside the business or building of the art owner on city property.

Monetary Gift: Cash donations contribution to the Public Art Fund.

Panel Review Guidelines:

The Coeur d'Alene Arts Commission will review each donation, loan, and exhibition proposal on the basis of the criteria established below. Even works in a previously juried exhibition will be subjected to these criteria. Individuals or groups will be required to submit the relevant application and supporting materials when proposing a donation, loan, artwork, or exhibition in order to insure that all criteria are addressed.

1. **Artistic Merit:** Does the artwork have strong artistic merit? Criteria include but are not limited to:
 - Durability and craftsmanship in fabrication;
 - Relationship of artwork to other works in the city's art collection as a whole;
 - Appropriateness of artwork scale to the proposed site;
 - Appropriateness of artwork to other aspects of its surroundings, and artist's credentials and recognition.
2. **Site:** What type of site is proposed for the artwork? Siting criteria include but are not limited to:
 - Written evidence that location of artwork on the proposed site has been approved by the City department charged with oversight of that site;
 - If an artwork is designated in a neighborhood plan, is the proposed artwork consistent with the plan recommendations?
 - If the artwork is proposed for a site of regional significance (e.g. a regional park, an arterial route, a major civic building), does its scale and aesthetic quality merit a prominent location?
3. **Relationship to the City's Collection as a Whole:** How is the proposed gift compatible or incompatible with the City's public art collection? Criteria for compatibility include but are not limited to:
 - Does the artwork contribute to the diversity and breadth of the City's collection?
 - Is the artist's work already adequately represented in the City's collection?
4. **Safety, Maintainability, and Feasibility:** Artworks on city property must be structurally sound, durable, and resistant to vandalism, weathering, and excessive maintenance/repair costs and should not pose a threat to the safety of the public. Applicant must provide the following information for the Art Commission's review:
 - Adjacent/surrounding site conditions, if applicable;
 - Dimensions;
 - Materials;
 - Colors;
 - Power, plumbing, or other utility requirements;
 - Construction/installation method;
 - Fabricator is qualified to install the work and carries adequate insurance to meet City standards;
 - Evidence the art will not pose a threat to public safety.
 - The Coeur d'Alene Arts Commission may require additional support materials describing artwork and specifications, structural and engineering drawings, models or presentation drawings.

Maintenance:

The Coeur d'Alene Arts Commission maintains records of all works on city property and oversees their maintenance. However, funds to maintain artworks in the City's collection are limited. Therefore, donors may be required to sign a maintenance agreement or establish a maintenance endowment to insure that artworks can be cared for adequately. Typically, a maintenance fund consists of 10% of the value of the work.

Procedures:

- A. Proposed donations, loans, and exhibitions should first be referred to the Coeur d'Alene Arts Commission. Staff will then assist individuals in identifying the appropriate application that must be submitted for review. Any questions regarding the application should be referred to the Coeur d'Alene Arts Commission.
- B. Completed and signed applications and supporting materials, including images or a maquette or rendering of artwork(s), should be submitted to the Coeur d'Alene Arts Commission and reviewed for completion.
- C. The Coeur d'Alene Arts Commission will review applications and supporting materials according to the criteria outlined above and determined whether they will recommend to accept or reject the proposal. The commission may attach conditions to its recommendations for acceptance or rejection of proposals.
- D. If a specific site is recommended for placement of the donated or loaned work or exhibition of private art on public property, the commission will review the proposed site. The site will also need to be approved by appropriate City departments (Parks, Recreation, and City Engineers). If a site has not been proposed, the commission will work with the applicant to identify an appropriate location for the work of art or exhibition.
- E. If the City chooses to accept a proposal, the Coeur d'Alene Arts Commission will work with individuals or groups on contracts, timelines, and installation of artwork(s).
- F. If the work of exhibition has yet to be fabricated, the Coeur d'Alene Arts Commission must be kept informed of the creation process with progress updates and scheduled studio visits.
- G. If the Coeur d'Alene Arts Commission and the City approve the exhibition of private art on public property, the owner of the private art must execute an agreement with the city whereby, among other things, the owner assumes liability for personal or property damage arising from the exhibition of that private art on public property.

Monetary Gifts:

Donors may contribute monetary gifts to the Public Art Fund. These funds can go to the general fund for maintenance of the collection or towards the acquisition of a work of art at the discretion of the Coeur d'Alene Arts Commission. If the donor proposes a specific project or art piece, the above procedures must be followed.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: Monday February 13th, 2012
FROM: Kirk Johnson, Information Systems Division
SUBJECT: **Declare attached list of unused I.T. equipment as Surplus**

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DECISION POINT:

The Council is requested to declare the attached list of unused I.T. equipment as Surplus, so we may proceed with attempting to auction, recycle, and ultimately dispose of the equipment.

HISTORY:

The equipment on the list has been replaced due to failure, or due to performance issues. Any equipment in working condition is offered to nonprofit agencies after the equipment has been posted online for a minimum of two weeks.

Any equipment that contained data has undergone erasing by method of overwriting the device with 0's in three passes. Any devices that contained data and are now inoperable will be destroyed once the item is declared surplus.

FINANCIAL ANALYSIS:

The equipment on the attached list will likely be found to be of nominal value after being offered as surplus on our website, and will need to be recycled. Nominal value is a current value of zero or a current value of less than what it would cost to dispose of the surplus item at an auction or refuse site.

PERFORMANCE ANALYSIS:

Our allotted storage space for surplus equipment is full. We need to declare the items in this space as Surplus so we can free up needed space.

DECISION POINT/RECOMMENDATION:

Declare the attached list of I.T. equipment as surplus so we can begin the disposal process.

City of Coeur d Alene I.T. Surplus Equipment

Type	Manuf			Destruct Method
Asset #	Model	Notes	Serial #	Date Destroyed
Scanner 3102	HP 4300C	end of life cycle	CN0AI1B1C3DT	
Scanner 2125	HP HP ScanJet 5p	End of Life Cycle	SG74J120ZKDM	
MDC 2414	Matsushita Electric Indusl CF-18KHHZXBM	end of life cycle, touch screen issues	6AKSA70860	
Monitor 2790	Acer Plug and Play Monitor	INOP	ETL4908429646046F34201	
Monitor 2186	Optquest Plug and Play Monitor	INOP	Q5W062001796	
Monitor 2879	Acer Plug and Play Monitor	INOP	ETL6102018615003394111	
Monitor 3822	Acer Plug and Play Monitor	INOP	ETLDQ0C011845EAA0A4022	
MDC 2412	Matsushita Electric Indusl CF-18KHHZXBM	end if life cycle	6AKSA70663	
Monitor 3092	Acer Plug and Play Monitor	INOP	ETL61021057220050C4155	
Monitor 2610	Acer Plug and Play Monitor	INOP	099802402778	
Monitor 2190	Optquest Default Monitor	INOP	Q5W064361739	
Monitor 1927	Plug and Play Monitor	INOP	565402220105	
Monitor 2181	Optquest Plug and Play Monitor	INOP	Q5W061700590	
Monitor 2192	Optquest Plug and Play Monitor	INOP	Q5W064342156	
Monitor 3054	Acer Plug and Play Monitor	INOP	ETL7308104706054B04241	
MDC 2415	Matsushita Electric Indusl CF-18KHHZXBM	end if life cycle	KASA70821	
Monitor 2462	Acer Plug and Play Monitor	INOP	ETL610201860200130ED10	

City of Coeur d Alene I.T. Surplus Equipment

Type	Manuf	Notes	Serial #	Destruct Method
Asset #	Model			Date Destroyed
MDC 2418	Matsushita Electric Indus CF-18KHHZXBM	end of life cycle, touch screen issues, backlight issues	6AKSA70830	
Laptop 2235	TOSHIBA TECRA M2	Old Single Core processor - won't run Win7	94064581H	
MDC 2406	Matsushita Electric Indus CF-18KHHZXBM	end if life cycle	6AKSA70786	
MDC 2404	Matsushita Electric Indus CF-18KHHZXBM	end of life cycle, problem reading more than 512mb ram	6AKSA70944	
MDC 2417	Matsushita Electric Indus CF-18KHHZXBM	end of life cycle	6AKSA70987	
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30385264	dban 12/22/2011
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30250327	dban 12/22/2011
HDD	Hitachi HDS728080PLA380	Boxed	SET5MKDH	dban 12/22/2011
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CN72950	dban 12/27/2011
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9VW49033	dban 12/27/2011
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9VZ79749	dban 12/27/2011
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30443725	dban 12/27/2011
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9VZ13893	dban 12/27/2011
HDD	Hitachi HDS728080PLA380	Boxed	S5T3EVXK	dban 12/27/2011
HDD	WDC WD400JB-00JJA0	Boxed	WCAMC1319987	dban 12/29/2011
HDD	WDC WD400JB-00JJA0	Boxed	WMAMA1082797	dban 12/29/2011
HDD	WDC WD400BB-22JHC0	Boxed	WMAMA5836925	dban 12/29/2011

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
MDC 3549	Matsushita Electric Indus CF-18KHHZXB	end if life cycle	6AKSA70797	
HDD	WDC WD400JB-00ENA0	Boxed	WMAD1A313595	dban 12/29/2011
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CS70482	dban 12/29/2011
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CN14445	dban 12/29/2011
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CN68799	dban 12/29/2011
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30278253	dban 12/29/2011
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30259773	dban 12/29/2011
HDD	WDC WD400BB-00DEA0	Boxed	WCAD12714589	dban 12/29/2011
HDD	WDC WD400BB-00CXA0	Boxed	WMAC51148675	dban 12/29/2011
HDD	WDC WD400JB-00ENA0	Boxed	WMAD1A258230	dban 12/29/2011
HDD	WDC WD400JB-00ENA0	Boxed	WMAD1A348878	dban 12/29/2011
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9WA32856	dban 12/29/2011
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CS72254	dban 12/29/2011
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CN68767	dban 12/29/2011
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30259934	dban 12/29/2011
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30284503	dban 12/29/2011
Monitor 3093	I-INC cy199d	Broke - No Video	722HE1CY01861	

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS40196534	dban 12/29/2011
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30250278	dban 12/29/2011
HDD	Hitachi HDS728080PLA380	Boxed	S5T480VK	dban 12/30/2011
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9VW49246	dban 12/30/2011
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9VY26937	dban 12/30/2011
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CS72671	dban 12/30/2011
HDD	WDC WD400JB-00JJA0	Boxed	WCAM92115642	dban 12/30/2011
HDD	WDC WD400JB-00JJA0	Boxed	WMAMC1061851	dban 12/30/2011
HDD	WDC WD400JB-00JJA0	Boxed	WCAMA2189990	dban 12/30/2011
HDD	WDC WD400JB-00JJA0	Boxed	WMAMC4850658	dban 12/30/2011
HDD	WDC WCAS30277040	Boxed	WD800AAJS-60WAA0	dban 12/30/2011
HDD	WDC WCAS30259762	Boxed	WD800AAJS-60WAA0	dban 12/30/2011
HDD	WDC WCAS30284676	Boxed	WD800AAJS-60WAA0	dban 12/30/2011
HDD	WDC WD400BB-32CXA0	Boxed	WMAC51158643	dban 12/30/2011
HDD	WDC WD400BB-00CLB0	Boxed	WMAAN1013179	dban 12/30/2011
HDD	WDC WD400JB-00JJA0	Boxed	WCAM92105689	dban 12/30/2011
HDD	WDC WD800JB-00JJC0	Boxed	WCAM9J433649	dban 12/30/2011

City of Coeur d Alene I.T. Surplus Equipment

Type	Manuf			Destruct Method
Asset #	Model	Notes	Serial #	Date Destroyed
HDD	Hitachi HDS728080PLA380	Boxed	S5T58VNJ	dban 12/30/2011
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CN72888	dban 12/30/2011
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CN68752	dban 12/30/2011
HDD	WDC WD800AAJS-00TDA0	Boxed	WMAM9CMM3556	dban 12/30/2011
HDD	WDC WD800JD	Boxed	WMAM9CN68825	dban 01/03/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30443578	dban 01/03/2012
HDD	Hitachi HDS728080PLA380	Boxed	S5T47YZK	dban 01/03/2012
HDD	WDC WD64AA-00AAA4	Boxed	WM6530987041	dban 01/03/2012
HDD	Hitachi HDS728080PLA380	Boxed	S5T58S1J	dban 01/03/2012
HDD	Hitachi HDS728080PLA380	Boxed	S5T472ZK	dban 01/03/2012
HDD	Hitachi HDS728080PLA380	Boxed	S5T5HYPJ	dban 01/03/2012
HDD	WDC WD102BA-32AGA2	Boxed	WMA1V1111359	dban 01/05/2012
HDD	WDC WD100EB-00BHF0	Boxed	WMA712381388	dban 01/05/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS21892547	dban 01/05/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30284660	dban 01/05/2012
HDD	WDC WD800AAJS-00WAA0	Boxed	WCAS22537059	dban 01/05/2012
HDD	WDC WD102BB-00BCB0	Boxed	WMA481003046	dban 01/05/2012

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	WDC AC24300-32LKK2	Boxed	WT4860183032	dban 01/05/2012
MDC 2216	Matsushita Electric Indus CF-18KHHZXBM	end of life cycle, touch screen issues	6AKSA70935	
HDD	WDC WD400BB-00DEA0	Boxed	WMAD11265139	dban 01/05/2012
HDD	WDC WD400JB-00ETA0	Boxed	WCAHL6640681	dban 01/05/2012
HDD	WDC WD400JB-00ENA0	Boxed	WMAD1A313442	dban 01/05/2012
HDD	WDC WD200BB-75CAA0	Boxed	WMA8J2132017	dban 01/05/2012
HDD	WDC WD200BB-53DEA0	Boxed	WMAD1A680122	dban 01/05/2012
HDD	MAXTOR 34098H4	Boxed	L4065VDCDL04A	dban 01/05/2012
HDD	MAXTOR 4D040H2	Boxed	D276AAPEFD22A	dban 01/05/2012
HDD	WDC WD800JD-00JNA0	Boxed	WMAM93656300	dban 01/05/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30278802	dban 01/05/2012
HDD	WDC WD800JD-00MSA1	Boxed	WMAM9X325101	dban 01/05/2012
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9VW48788	dban 01/06/2012
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9VW48722	dban 01/06/2012
HDD	WDC WD205BA-00AGA0	Boxed	WM9491068530	dban 01/06/2012
HDD	WDC WD400BB-22JHC0	Boxed	WMAM9C090304	dban 01/06/2012
Desktop 1082		Intel P4	Clone	

City of Coeur d Alene I.T. Surplus Equipment

Type	Manuf				Destruct Method
Asset #	Model	Notes	Serial #		Date Destroyed
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30250642		dban 01/06/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30276288		dban 01/06/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS21715333		dban 01/06/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS40196390		dban 01/06/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30259993		dban 01/06/2012
HDD	WDC WD800BB-60JKC0	Boxed	WCAMD2883612		dban 01/06/2012
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9VW48762		dban 01/06/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30250781		dban 01/06/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30250297		dban 01/06/2012
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CS72751		dban 01/06/2012
HDD	WDC WD400BB-23DEA0	Boxed	WMAD1F586375		dban 01/06/2012
HDD	WDC WD200BB-53DEA0	Boxed	WMAD1A784943		dban 01/06/2012
HDD	WDC WD200BB-53DEA0	Boxed	WMAD1C062469		dban 01/06/2012
HDD	Hitachi HDS728080PLA380	Boxed	S5T4VK5J		dban 01/06/2012
HDD	Hitachi HDS728080PLA380	Boxed	SET4RW0H		dban 01/06/2012
HDD	Hitachi HDS728080PLA380	Boxed	SET4JD8H		dban 01/06/2012
HDD	Hitachi HDS728080PLA380	Boxed	SET5204H		dban 01/06/2012

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	SEAGATE ST320014A	Boxed	5JZB39S6	dban 01/06/2012
HDD	SEAGATE ST340823A	Boxed	7EF1YK3M	dban 01/06/2012
HDD	WDC WD800JD-22MSA1	Boxed	WMAM9VW48915	dban 01/13/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30250526	dban 01/13/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30283845	dban 01/13/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30250370	dban 01/13/2012
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CN68763	dban 01/13/2012
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CS70674	dban 01/13/2012
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CN68655	dban 01/13/2012
Monitor 2685	Optiquest Q9	INOP	Q5W061405238	
HDD	WDC WD800JD-08MSA1	Boxed	WMAM9CS71991	dban 01/13/2012
HDD	Hitachi HDS728080PLA380	Boxed	S5T47MRK	dban 01/13/2012
HDD	Hitachi HDS728080PLA380	Boxed	SET67T0H	dban 01/13/2012
HDD	Hitachi HDS728080PLA380	Boxed	SET66EGH	dban 01/13/2012
HDD	WDC WD800BB-60JKC0	Boxed	WCAMD2933178	dban 01/17/2012
Monitor 3319	OptiQuest	INOP	QFP065100258	
HDD	WDC WD800JB-00JJC0	Boxed	WCAM9J267354	dban 01/17/2012

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	WDC WD400BB-00CAA1	Boxed	WMA8H2960269	dban 01/17/2012
HDD	WDC WD400BB-00CLB0	Boxed	WMAAN1026884	dban 01/17/2012
HDD	Hitachi HDS728080PLA380	Boxed	SET5RT9H	dban 01/17/2012
HDD	WDC WD800BB-60JKC0	Boxed	WCAMD2933450	dban 01/17/2012
HDD	WDC WD800AAJS-60WAA0	Boxed	WCAS30267466	dban 01/17/2012
HDD	WDC WD800BB-60JKC0	Boxed	WCAMD2932896	dban 01/17/2012
HDD	WDC WD800BB-00CAA1	Boxed	WMA8E3722721	dban 01/17/2012
HDD	WDC WD2000JB-00DUA0	Boxed	WMACK1346955	dban 01/17/2012
HDD	WDC WCAM9J433625	Boxed	WD800JB-00JJC0	dban 01/17/2012
HDD	WDC WD300BB-00AUA1	Boxed	WMA6W1242607	dban 01/19/2012
HDD	WDC WD100EB-00BHF0	Boxed	WMA713574846	dban 01/19/2012
HDD	MAXTOR MX6L020J1A00	Boxed	361245420340	dban 01/19/2012
Monitor 2226	Philps 190v6fb/27	INOP	BZ000550410496	
HDD	WDC WMA8E3580802	Boxed	WMA8E3580802	dban 01/19/2012
HDD	MAXTOR DiamondMax 40	Boxed	E1RETENEZ9999	dban 01/19/2012
HDD	WDC AC24300-32LKK2	Boxed	WT4860182877	dban 01/20/2012
HDD	WDC WD200BB-00DGA0	Boxed	WMADL1068590	dban 01/20/2012

City of Coeur d Alene I.T. Surplus Equipment

Type	Manuf		Serial #	Destruct Method
Asset #	Model	Notes		Date Destroyed
HDD	WDC WD400JB-00ENA0	Boxed	WMAD1A314788	dban 01/20/2012
HDD	WDC WD400JB-00JJA0	Boxed	WCAM92046059	dban 01/20/2012
HDD	MAXTOR DiamondMax Plus 9	Boxed	Y3HDSR8E	dban 01/20/2012
HDD	IBM DTLA-307075	Boxed	YSF5P558	dban 01/20/2012
HDD	WDC WD200BB-00DGA0	Boxed	WMADL1044079	dban 01/20/2012
HDD	WDC WD200BB-00CVB0	Boxed	WMAC21255099	dban 01/20/2012
HDD	WDC WD800JB-00JJC0	Boxed	WCAM9J267297	dban 01/20/2012
HDD	WDC WD800BB-60JKC0	Boxed	WCAMD2881252	dban 01/20/2012
HDD	WDC WD800BB-00CAA1	Boxed	WMA8E3582942	dban 01/20/2012
HDD	WDC WD800BB-00CAA1	Boxed	WMA8E3580740	dban 01/20/2012
HDD	WDC AC14300-00RTT2	Boxed	WM6263185844	dban 01/20/2012
HDD	WDC WD64AA-00AAA4	Boxed	WM6533294177	dban 01/20/2012
HDD	SEAGATE ST94813A	Boxed	5PJ0H0D6	dban 01/20/2012
HDD	SEAGATE ST320014A	Tagged	5JZB3125	dban 01/23/2012
HDD	WDC WD400JB-00ENA0	Tagged	WMAD1A314554	dban 01/23/2012
HDD	WDC WD400JB-00JJA0	Tagged	WCAM94113496	dban 01/23/2012
HDD	WDC WD400JB-00ENA0	Tagged	WMAD1A314681	dban 01/23/2012

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	WDC WD400JB-00JJA0	Tagged	WCAMA2240157	dban 01/23/2012
HDD	SEAGATE ST320014A	Tagged	D5JZB43AL	dban 01/23/2012
HDD	WDC WD400JB-00ENA0	Tagged	WMAD1A314672	dban 01/24/2012
HDD	HITACHI IC35L030AVV207	Tagged	VNVA02G1C2L00G	dban 01/24/2012
HDD	MAXTOR DiamondMax Plus 8	Tagged	6E040L0711005	dban 01/24/2012
HDD	FUJITSU MHZ2160BH	Boxed 2.5 / 160	K60WT8627YG9	dban 12/29/2011
HDD	FUJITSU MHZ2160BH	Boxed 2.5 / 160	K60WT8628285	dban 12/29/2011
HDD	SEAGATE ST9160827AS	Boxed 2.5 / 160	5RF1TEL8	dban 12/30/2011
HDD	FUJITSU MHZ2160BH	Boxed 2.5 / 160	K60WT86281AR	dban 12/30/2011
HDD	FUJITSU MHV2080BH	Boxed 2.5 / 160	NW99T6B2EWWVB	dban 12/30/2011
MDC 2416	Matsushita Electric Indusl CF-18KHHZXBM	end of life cycle, wifi issues	6AKSA70800	
HDD	HITACHI HTS545016B9A300	Boxed 2.5 / 160	091208PBPB03QCDYPMLL	dban 01/03/2012
HDD	HITACHI HTS545016B9A300	Boxed 2.5 / 160	091208PBPB03QCDYPKYL	dban 01/03/2012
HDD	HITACHI HTS545016B9A300	Boxed 2.5 / 160	100217PBPB00QCFBV9HM	dban 01/03/2012
HDD	HITACHI HTS545016B9SA00	Boxed 2.5 / 160	QCJPK6L	dban 01/03/2012
HDD	HITACHI HTS545016B9A300	Boxed 2.5 / 160	091208PBPB03QCDYA8UL	dban 01/05/2012
HDD	HITACHI HTS545016B9SA00	Boxed 2.5 / 160	QCJR5B8M	dban 01/05/2012

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	HITACHI HTS541616J9SA00	Boxed 2.5 / 160	BRESMX6D	dban 01/05/2012
Monitor 3531	ACER AL2017	INOP	ETL69090256520139B3700	
HDD	TOSHIBA MK6021GAS	Destroyed No Power	Z3651129S357	JP 01/10/2012
HDD	WDC WMAD1C099616	Destroyed Won't Read	WMAD1C099616	JP 01/10/2012
HDD	WDC WD800AAJS-60WAA0	Destroyed Failed Dban	WCAS30284648	JP 01/17/2012
HDD	WDC WD400JB-00JJA0	Destroyed No Power	WCAMA2193439	JP 01/19/2012
HDD	MAXTOR DiamondMax Plus 9	Destroyed Won't Read	Y45BXDHE	JP 01/19/2012
HDD	HITACHI DK23EA-30	Destroyed 2.5 IDE	3P7720	JP 01/20/2012
HDD	HITACHI IC25N040AT	Destroyed 2.5 IDE	DDJV62NA	JP 01/20/2012
HDD	TOSHIBA MK4019GAX	Destroyed 2.5 IDE	72AB1543T2X9	JP 01/20/2012
HDD	IBM DTCA-23240	Destroyed 2.5 IDE	K1FF8479	JP 01/20/2012
HDD	SEAGATE 9U2004-001	Destroyed SCSI	3FA04X68	JP 01/20/2012
HDD	IBM DTLA-30705	Destroyed Failed Dban	YSF58190	JP 01/20/2012
HDD	IBM DB0A-2720	Destroyed 2.5 IDE	6F116161	JP 01/20/2012
HDD	IBM IC25N020AT	Destroyed 2.5 IDE	TH00E32912567177021H	JP 01/20/2012
HDD	IBM DARA-212000	Destroyed SCSI	AHKK3728	JP 01/20/2012
HDD	MICROPQLIS 4110	Destroyed SCSI	4093864460	JP 01/20/2012

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	IBM DCAS-34330	Destroyed SCSI	09J1037E602590N85	JP 01/20/2012
HDD	IBM DPSS-318350	Destroyed Failed Dban	ZE091388	JP 01/23/2012
HDD	IBM DBCA-204860	Destroyed 2.5 IDE	HQMS3328	JP 01/23/2012
HDD	HITACHI IC25N040AT	Destroyed 2.5 IDE	25448013VOL29J	JP 01/23/2012
Monitor 2950	Optquest VS11201	INOP	Q5W070741195	
HDD	IBM DJSA-220	Destroyed 2.5 IDE	44HF6137	JP 01/23/2012
HDD	IBM DJSA-210	Destroyed 2.5 IDE	9Z5H5225	JP 01/23/2012
HDD	IBM IC25N020AT	Destroyed 2.5 IDE	HU00E329477101C39HRN	JP 01/23/2012
HDD	IBM DPSS-318350	Destroyed Failed Dban	4EYWG040	JP 01/23/2012
HDD	IBM DDRS-39130	Destroyed SCSI	RE349631	JP 01/23/2012
HDD	WDC WDE18310-0050A3	Destroyed SCSI	WM7091019632	JP 01/23/2012
HDD	IBM DPSS-318350	Destroyed Failed Dban	ZE0E1274	JP 01/23/2012
HDD	SEAGATE ST330013A	Destroyed Failed Dban	3KC1WP2D	JP 01/23/2012
HDD	TOSHIBA MK2017GAP	Logged 2.5 IDE	Z1C55358T238	01/23/2012
HDD	MAXTOR DiamondMax Plus 8	Logged Failed Dban	E1SCK54EZ9999	01/23/2012
HDD	CONNER CFP205S	Logged SCSI	EF01KK2	01/23/2012
HDD	IBM DDRS-39130	Logged SCSI	RE353289	01/23/2012

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	IBM DDYS-T18350	Logged SCSI	4EYWA372	01/23/2012
HDD	IBM DCAS-34330	Logged SCSI	09J1037E602590N85	01/23/2012
HDD	MAXTOR DiamondMax Plus 8	Logged Failed Dban	E1R329SE	01/24/2012
HDD	WDC WD800JD	Boxed	WMAM9VX45524	Dban 12/21/2011
HDD	HITACHI HDS728080PLA380	Boxed	S5T5BNBJ	Dban 12/21/2011
HDD	WDC WD800AAJS	Boxed	WCAS30277032	Dban 12/22/2011
HDD	WDC WD800AAJS	Boxed	WCAS30259679	Dban 12/22/2011
HDD	WDC WD800JD	Boxed	WMAM9CS72020	Dban 12/22/2011
HDD	WDC WD800JD	Boxed	WMAM9VW48636	Dban 12/22/2011
HDD	WDC WD800JD	Boxed	WMAM9VZ68220	Dban 12/22/2011
HDD	WDC WD800JD	Boxed	WMAM9VW49787	Dban 12/22/2011
HDD	WDC WD800JD	Boxed	WMAM9VW49873	Dban 12/22/2011
HDD	WDC WD800AAJS	Boxed	WCAS40200033	Dban 12/22/2011
MDC 2409	Matsushita Electric Indus CF-18KHHZXBM	end of life cycle, touch screen issues	6AKSA70669	
HDD	WDC WD800AAJS	Boxed	WMAT20427331	Dban 12/22/2011
HDD	WDC WD800JD	Boxed	WMAM9VW48140	Dban 12/22/2011
Monitor 2682	Acer	INOP	ETL61020186340402F4112	

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	WDC WD800JD	Boxed	WMAM9CS70469	Dban 12/22/2011
HDD	WDC WD800AAJS	Boxed	WMAT20490345	Dban 12/23/2011
HDD	WDC WD800JD	Boxed	WMAM9CS72326	Dban 12/23/2011
HDD	WDC WD800JD	Boxed	WMAM9VZ68439	Dban 12/23/2011
HDD	WDC WD800JD	Boxed	WMAM9CN72938	Dban 12/23/2011
HDD	HITACHI HDS728080PLA380	Boxed	SET67URH	Dban 12/23/2011
HDD	WDC WD800JD	Boxed	WMAM9W675792	Dban 12/23/2011
HDD	WDC WD800JD	Boxed	WMAM9CN98448	Dban 12/23/2011
HDD	WDC WD800JD	Boxed	WMAM9WA32664	Dban 01/03/2012
HDD	WDC WD800JD	Boxed	WMAM9CN72850	Dban 01/03/2012
HDD	WDC WD800JD	Boxed	WMAM9VZ14110	Dban 01/03/2012
HDD	WDC WD800JD	Boxed	WMAM9CN68568	Dban 01/03/2012
HDD	WDC WD800JD	Boxed	WMAM9VW48597	Dban 01/04/2012
HDD	WDC WD800JD	Boxed	WMAM9CN68428	Dban 01/04/2012
HDD	WDC WD800JD	Boxed	WMAM9VW48937	Dban 01/04/2012
HDD	WDC WD800JD	Boxed	WMAM9CS72019	Dban 01/04/2012
HDD	WDC WD800AAJS	Boxed	WCAS40196419	Dban 01/04/2012

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	WDC WD800AAJS	Boxed	WCAS30440038	Dban 01/04/2012
HDD	WDC WD800AAJS	Boxed	WCAS40161499	Dban 01/04/2012
HDD	WDC WD800AAJS	Boxed	WCAS30259488	Dban 01/04/2012
Printer 1862	Hewlett Packard HP DeskJet 840C/841C/842C	end of life cycle	MX05H1W1KGKV	
HDD	WDC WD800JD	Boxed	WMAM9VW49043	Dban 01/05/2012
Printer 1662	Hewlett Packard HP LaserJet 6L	End of Life Cycle	USHB368927	
HDD	WDC WD800JD	Boxed	WMAM9VW49630	Dban 01/05/2012
HDD	WDC WD800JD	Boxed	WMAM9VW49449	Dban 01/05/2012
HDD	WDC WD800JD	Boxed	WMAM9VW49506	Dban 01/05/2012
HDD	HITACHI HDS728080PLA380	Boxed	S5T41UAJ	Dban 01/06/2012
Printer 3750	Hewlett Packard HP Officejet 6300 series fax	end of life cycle	CN675CG0DC04J5	
HDD	HITACHI HDS728080PLA380	Boxed	S5T5HY5J	Dban 01/06/2012
Printer 1559	Hewlett Packard HP LaserJet 2100 PCL6	end of life cycle	USPD006444	
HDD	WDC WD800JD	Boxed	WMAM9VW49061	Dban 01/06/2012
HDD	WDC WD800JD	Boxed	WMAM9CN68817	Dban 01/06/2012
HDD	WDC WD800AAJS	Boxed	WCAS30259663	Dban 01/11/2012
HDD	WDC WD2500SD	Boxed	WCAL72176571	Dban 01/11/2012

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
HDD	WDC WD800AAJS	Boxed	WCAS30443569	Dban 01/11/2012
HDD	WDC WD800JD	Boxed	WMAM9VX08111	Dban 01/11/2012
HDD	SEAGATE ST380815AS	Boxed	6QZ2CTEK	Dban 01/17/2012
Printer 3886	Hewlett Packard HP LaserJet 1100 (MS)	End of Life Cycle	USGN077906	
HDD	WDC WD800AAJS	Boxed	WCAS40199994	Dban 01/17/2012
HDD	SEAGATE ST380815AS	Boxed	6QZ2DGCM	Dban 01/17/2012
HDD	HITACHI HDS728080PLA380	Boxed	SET2LJVH	Dban 01/17/2012
HDD	WDC WD800JD	Boxed	WMAM9VW48098	Dban 01/18/2012
HDD	WDC WD800JD	Boxed	WMAM9VZ13900	Dban 01/18/2012
HDD	WDC WD800JD	Boxed	WMAM9VZ13902	Dban 01/18/2012
Printer 2012	Hewlett Packard HP Designjet 500 24 by HP	WORKS	ESA0700509	
Printer 2005	Hewlett Packard HP LaserJet 2100	end of life cycle	USGH279042	
Printer 2835	Hewlett Packard Deskjet5400	end of life cycle	TH63T1507504K8	
Laptop 1909	Hewlett-Packard HP nx9010 (DH909U)	End of Life Cycle	CNF3430XK5	
Printer 1762	Hewlett Packard HP LaserJet 2200 Series PCL	end of life cycle	FCNGRH14614	
Printer 2114	Hewlett Packard HP LaserJet 2100 PCL6	end of life cycle	USGH238243	
Printer 2890	Hewlett Packard HP Deskjet 5700 Series	end of life cycle	TH55R1206T049M	

City of Coeur d Alene I.T. Surplus Equipment

Type	Manuf			Destruct Method
Asset #	Model	Notes	Serial #	Date Destroyed
HDD	Maxtor D740X-6L	Boxed	11S24P3661ZJ1JMZ63ZZJ1	DBAN 01/26/2012
HDD	WD WD400JB-00JJA0	Tagged	WCAM92106110	DBAN 01/26/2012
Printer 1875	Hewlett Packard HP DesignJet 1055CM by HP	End of Life Cycle	SG0B7331193H	
Printer 3465	Hewlett Packard HP LaserJet P3005 PCL 6	INOP	CNJ1N31680	
Printer 3466	Hewlett Packard HP LaserJet P3005 PCL 6	INOP	CNJ1P28438	
Printer 1004	Hewlett Packard HP DESIGNJET 750C	End of Life Cycle		
Desktop 2325	RS480_ AWRDACPI	AMD64 3400+	Clone	
Laptop 2713		End of Life Cycle	95042911H	
Monitor 2195	Optquest Q9B-2	INOP	Q5W064461423	
Printer 1952	HP 930C	end of life cycle	MY03S162YY	
Printer 4209	Hewlett-Packard HP PSC 500	End of Life Cycle	SGJ06E024LWZ	
Laptop 2230		End of Life Cycle	CN-04P240-48643-2C2-5812	
AV Gear 2513	SONY SLV-N750	End of Life Cycle	5B0682213	
AV Gear 2572	SAMSUNG DVD-V4600A DVD/VHS	End of Life Cycle	6RAX521542L	
AV Gear 2640	SONY BRD-VC20	End of Life Cycle	5079251	
AV Gear 2641	SONY BRD-VC20	End of Life Cycle	4074335	
Projector 3197	InFOCUS	End of Life Cycle needs new bulb	AFXN31600096	

City of Coeur d Alene I.T. Surplus Equipment

Type	Manuf	Notes	Serial #	Destruct Method
Asset #	Model			Date Destroyed
Scanner JEFF1	EPSON 1200U	end of life cycle	BZPX087164	
Monitor 1901	SAMSUNG 1100DS	CRT	CF21H2QW200623K	
Monitor ABCD	KDS K700	OLD CRT	1745AAB17093868	
Printer 1937	HP 4600	end of life cycle	JPBGB38024	
Printer 1881	hp 1100	End of Life Cycle	USDG090988	
Printer 2549	HP LJ1300	end of life cycle	CNBJS46813	
Printer S0001	HP DJ722C	end of life cycle	US82K1T1FY	
Printer 2464	HP DJ5150	end of life cycle	MY3C54P3Y6	
Printer 3758	EPSON STYLUS PHOTO	end of life cycle	JMSY135424	
Printer 2473	HP LJ6L	end of life cycle	USHB700562	
Printer 1872	HP DJ930C	end of life cycle	MY0AJ170ZX	
Monitor 3324	VIEWSONIC BS11354	INOP	QFP065022792	
Monitor 1279	KDS VS7E	OLD CRT	09911307608	
Printer 3401	ICON 3750NF	INOP	A4639000017	
Server 3130		NO HDD - Old 2u Chassis from server room	N/A	
Server 0001		NO HDD - Old 2u Chassis	N/A	
Laptop 1286		Compaq Armada 1700,OLD. NO OS, NO HARDDRIVE	1J8ACB23T27X	

City of Coeur d Alene I.T. Surplus Equipment

Type Asset #	Manuf Model	Notes	Serial #	Destruct Method Date Destroyed
Laptop 2275		End of Life Cycle	F223511	
Laptop 2229		End of Life Cycle	GPHLR11	
Laptop 2272		End of Life Cycle	31276942U	
Laptop 1960		End of Life Cycle	80855366U	
Desktop 1136		AMD64 2800	Clone	
Desktop 1490		AMD64 2800	Clone	
Desktop 1510		AMD64 2800	Clone	
Desktop 1548		Intel P3	Clone	
Desktop 1810		AMD64 512mb	Clone	
Desktop 2103		Intel P4 3.0Ghz	Dell	
Desktop 2205		AMD64 512mb	Clone	
Desktop 2206		Intel Celeron 512mb (old Dimaond system)	Clone	
Desktop 2236		AMD64 - 512mb	Clone	
Desktop 2237		AMD64 - 512mb	Clone	
Desktop 2239		AMD64 - 512mb	Clone	
Desktop 2241		AMD64 - 1gb	Clone	
Desktop 2277		Intel P4 - 512mb	HP	

City of Coeur d Alene I.T. Surplus Equipment

Type	Manuf	Notes	Serial #	Destruct Method
Asset #	Model			Date Destroyed
Desktop 2350		AMD64		Clone
Desktop 2382		AMD64 - 512mb		Clone
Desktop 2394		AMD64 - 512mb		Clone
Desktop 2556		AMD64 3000 - 512mb		Clone
Desktop 2608		AMD64 - 512mb		Clone
Desktop 2614		AMD64 - 512mb		Clone

**GENERAL SERVICES COMMITTEE
M E M O R A N D U M**

DATE: FEBRUARY 7, 2012
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: APPROVAL OF A CONTRACT WITH GINNO CONSTRUCTION FOR
CONSTRUCTION SERVICES AT 106 HOMESTEAD AVENUE

DECISION POINT:

- To authorize a Contract with Ginno Construction Co. for construction services and rehabilitation at 106 Homestead Avenue, through the use of CDBG funding totaling \$39,783.00.

HISTORY:

The Community Development Block Grant (CDBG) Action Plan for Plan Year 2011 included an expense line item for \$72,000 for rehabilitation to city-owned apartment complex at 106 Homestead Avenue. The budget included funding for fencing, exterior building enhancements, landscaping, and interior apartment improvements. The fence has been installed, and a request for quotes for exterior improvements, including landscaping was conducted pursuant to City policies. Interior improvements will be conducted as apartments are vacated.

The City of Coeur d'Alene sought quotes pursuant to City guidelines on October 18, 2011 to six area construction companies (with a clarification sent that same day that Davis Bacon would not be applicable to a 7-unit project). Additionally, on November 3, 2011 an addendum was provided to clarify the landscape grading. On November 8, 2011, two quotes were received by the City. Upon clarification of materials used for the retaining wall portion of the quote, the base bids came in at \$30,433.00 and \$42,120.00. Ginno Construction provided the lowest quote, two elective landscape options were added to the base bid (7 planter boxes and 40 additional feet of retaining wall materials) for a total of \$37,783.00. Additionally, an unanticipated expense related to bonding and insurance in the amount of \$2,000.00 is required. Therefore, Ginno Construction had provided the lower quote; including two elective landscaping options and the bonding and insurance expense totaling \$39,783.00.

FINANCIAL: \$72,000 has been budgeted in the CDBG PY 2011 Action Plan for rehabilitation to the 7-unit apartment complex at 106 Homestead. Currently, \$6,344.06 has been spent on fencing/surveying, leaving a balance of \$65,655.94, after award of the contract to Ginno \$25,872.940 will be left for internal enhancements (ADA bathroom upgrades, flooring, etc.).

PERFORMANCE ANALYSIS: Authorizing this Contract will allow construction and landscape work to occur as weather allows, with completion of the project by April 30, 2012.

DECISION POINT/RECOMMENDATION:

- To authorize a Contract with Ginno Construction Co. for construction services and rehabilitation at 106 Homestead Avenue, through the use of CDBG funding totaling \$39,783.00.

CONTRACT

THIS CONTRACT, made and entered into this 21st day of February, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **GINNO CONSTRUCTION** of Idaho, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 3893 N. Schrieber Way, Coeur d'Alene, ID 83815, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **the 2011 106 Homestead Avenue Rehabilitation Project** according to Invitation and Instruction to Provide a Quote and Scope of Work attached hereto as Exhibit "A," incorporated herein by reference.

Contractor, subcontractors, and specialty contractors shall be licensed as Public Works Contractors in accordance with the Idaho Public Works License Act 54-1902 prior to award of this contract. The Contractor has provided the following number as proof of license, 14560-U-3, with an expiration of 05/31/2012.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the Invitation and Instruction to Provide a Quote, and Scope of Work, attached hereto as Exhibit "A," furnishing all labor and materials therefore according to said Scope of Work and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said Scope of Work and all labor performed shall be of first-class workmanship. **The 2011 106 Homestead Avenue Rehabilitation Project shall be completed on or before April 30, 2012**, unless otherwise agreed to by the parties.

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

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any

loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions, which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total amount of the contract shall not exceed Thirty Nine Thousand Seven Hundred Eighty Three and No/100 Dollars (\$39,783).

Partial payment shall be made within 30 calendar days of receiving a duly certified estimate of the work completed less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Application of payment shall be submitted to Panhandle Area Council, 11100 Airport Drive, Hayden, ID 83835-9798. Payment shall be made by the City Finance Director.

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises, and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of Exhibit “A” (Scope of Work), which by this reference is incorporated herein.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract. Any potential changes to the scope of work must be reported to the **CITY**. If a change order is required, it must be negotiated and fully executed prior to the **CONTRACTOR** performing the work.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

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

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

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

**CONTRACTOR:
GINNO CONSTRUCTION CO.**

Sandi Bloem, Mayor

By: _____
Rich Wells, Vice President

ATTEST:

Susan K. Weathers, City Clerk

Exhibit "A"

INVITATION AND INSTRUCTION TO PROVIDE A QUOTE

no quote

The City of Coeur d'Alene hereby solicits qualified and interested firms (Contractor) to provide a quote for work to be performed at a 7- unit multi-family apartment, as listed in the scope of work, which is hereby incorporated to this instruction to provide a quote.

This project is estimated to be below the dollar amount that would require a formal bid process, yet will use Federal funds, therefore, certain requirements apply as indicated in this document. Additionally, site visits should be scheduled with Renata McLeod (as apartments are currently inhabited). The contractor shall furnish all materials, labor, equipment, permits, etc. for completing the projects.

1. Instructions

1.1 Quotes marked " 106 Homestead" will be received no later than 4:30 P.M. Local Time Prevailing, on the 8th of November, 2011.

Renata McLeod
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
208-666-5741

1.2 Proposals will not be accepted via Fax machine or Internet Email.

1.3 Any quote submitted **MUST** be signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

1.4 Contractor, subcontractors, and specialty contractors shall be licensed as Public Works Contractors in accordance with the Idaho Public Works License Act 54-1902 prior to award of this contract.

~~1.5 This project does require Davis-Bacon prevailing wage rates.~~

1.6 Cost of Preparation - bidder assumes all costs of preparation of the quote.

1.7 Please address any questions regarding the specification requirements of this quote request or questions on how to submit a bid to:

Renata McLeod
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
208-666-5741

2. Basis for Award

2.1 The City of Coeur d'Alene will consider all acceptable quotes on a basis consistent with specification requirements, the price to be paid after deduction of any discount specified, timeline of completion proposed, and references provided.

2.2 The City of Coeur d'Alene reserves the right to waive any minor quote informalities or to reject any and all quotes submitted when it is in its own best interest to do so. Conditional quotes, or those which

take exception to the specifications, will be considered non-responsive and will be rejected.

2.3 The signed quote proposal shall be considered an offer on the part of the contractor. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

3. D.B.E.

3.1 D.B.E. firms and business enterprises are encouraged to provide a quote. Women owned and minority owned firms are encouraged to provide a quote. The City of Coeur d'Alene actively encourages any bids by D.B.E. firms for goods and services for the City.

4. Changes to Specification

4.1 The City of Coeur d'Alene reserves the right to revise or amend the specifications up to the time set for submittal of quotes. Such revisions and amendments to this solicitation, if any, shall be announced by amendments. Copies of such amendments shall be furnished to all prospective bidders. If the revisions and amendments require changes in quantities or prices quoted, or both, the date set for opening quotes may be postponed by such number of days as determined necessary to enable bidders to revise their bids.

4.2 Or-Equal" Instructions

These specifications are given as guidelines. Vendors are encouraged to propose equivalents to the specifications. It is not the intention of the specifications to restrict the competitive Bid process, nor to direct the Bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this Bid.

5. Representation

5.1 Each person, by signing and submitting a quote, represents that he/she has read and understands the specification documents, has investigated the work/site, and the quote has been made in accordance therewith.

5.2 Each person, for services, further represents that the he/she is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of this document.

6. Quote Prices

6.1 After the quote opening date as set forth in the quote opening schedule, the quotes shall be good for ninety (90) calendar days. However, prior to the quote due date as set forth in the quote opening schedule, quotes may be modified or withdrawn by the bidder's authorized representative in person. If quotes are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the quote.

7. Award and Evaluation

7.1 Lump Sum Basis

7.1.1. Contractors shall submit a quote on a lump sum basis.

7.2 If there is more than one project included in this request for quotes, the awards will be made on a per project basis. Contractors can submit quotes for one or more projects; it is not necessary to submit quotes for all projects.

8. Terms of Payment

8.1 Invoices shall be submitted to Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho, 83835, referencing 106 Homestead Ave. rehabilitation project. Payment shall be made by the City within thirty (30) days of receipt of the invoice.

9. Fees and Permits

9.1 The Contractor shall obtain permits and pay all fees required for construction and completion of the work. Cost of fees and permits shall be included in cost proposals.

10. Public Works License

10.1 The contractor, at or prior to the award of this contract, must secure a Public Works Contractor's License if the amount of the contract is \$10,000 or more.

11. Laws

11.1 The Laws of the State of Idaho shall govern the rights, obligations, and remedies of the Parties under this proposal.

12. Additional Provisions

~~12.1 The contractor and all subcontractors must adhere to the Federal Labor Standards, HUD 4010, included as Attachment A.~~

~~12.2 The contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts. The Federal wage decision is provided as Attachment B, subject to an update 10 days prior to the quote submittal date.~~

13. Contractor Illigibility (HUD Debarred list)

13.1 All Contractors must be eilible to work on federally funded proejects.

END OF INSTRUCTIONS TO BIDDER

Scope of Work

This request for quotes involves two separate projects: rehabilitation to the building structure (as outlined below), and landscaping/irrigation enhancements (as outlined below)

Contractor is responsible for:

- Previewing job site (as scheduled through Renata McLeod)
- Inspection of existing conditions prior to submitting bid
- All field measurements
- Removal and proper disposal of materials as applicable
- All equipment required to complete work
- All barricades, warning signs etc. needed to protect workers and the public during installation
- Protection of the existing facilities
- The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all tools and surplus materials and shall leave his work clean. In case of dispute, the owner shall remove the rubbish and surplus materials and charge the cost to the contractor.
- Clean-up and incidental work including, but not limited to caulking, touch-up paint, etc.
- Provide copies of cut sheets, warranties, etc.
- The contractor, at or prior to the award of this contract must secure a Public Works Contractor's License. The contractor understands the time required to secure the Public Works Contractor's License.
- Goods and services under this Agreement are being funded in whole or in part with monies made available by the Federal Community Development Block Grant Funds (CDBG); as such, the Contractor must pass a Federal Debarred list check.

Requirements and Specifications:

Project # 1 Building Structure Work:

Refurbish the roof on each of the two buildings	
\$ 1,250.00	Remove moss in an appropriate manner to maintain the integrity of the existing roofing material (protection of the gravel)
\$ 880.00	Removal all debris, dirt, and rust from the vents, prime and repaint
\$ 375.00	clear tree limbs on roof line
\$ 1,835.00	fascia to be replaced and painted
\$ 3,304.00	Cover roof openings. Frame in openings, cover with roof sheathing and install roofing materials, which matches the existing materials in quality and color.

Repair and refurbish the siding of buildings	
\$2,250.00	Inspect, remove, and replace all siding and trim pieces that show signs of rot. Caulk all joints with approved materials, and repaint to match existing.
\$1,505.00	Replace the existing glu-lam beam at exterior of north building. Check 3 other locations to determine if replacement needed. Expose and coordinate with the City if replacement is required.
Renovate the Laundry Room	
\$425.00	Install gas dryer exhaust duct (approved material only)
\$ 590.00	Replace exhaust fan with equal or greater cfm's
\$325.00	Replace T&P valve on water heater located in laundry room and terminate as required by the Plumbing Code.
\$290.00	Install elbows on T&P piping termination at exterior of building to direct away from walking path
Both Buildings	
\$1,888.00	Install expansion tanks on all water heaters

Project # 2 Landscape/Irrigation Work:

Erosion and Noxious weed control and Prevention - Propose a landscape plan outlining type of plant material and proposed location for gravel, bark, retaining walls, including irrigation enhancements (including but not limited to the following)	After meeting the minimum project request, the City will accept additional recommendations for landscaping use of the land.
N/A - work already completed	removal all growth build up on sides of buildings
\$ 5,310.00	plant shrubs along embankments
\$ 2,124.00	dirt build up where applicable along foundation/insulation walls. Soil is required to be 6" minimum from wood.
\$ 1,416.00	Install sprinklers along building embankments (60-80 heads) *drip irrigation in lieu of sprinklers
\$5,250.00	build retaining wall around embankments in the middle section of the buildings (100inft of 3block high plus cap)This area only encapsulates the front building slope. (To add 40inft to encapsulate Courtyard ADD: \$2,100.00)
\$ 1,416.00	install site specific outdoor lighting and/or motion lighting in parking lot, walk ways, and at south end of the building
N/A - work already completed	Prune trees
\$ 5,250.00	Install 7 Raised Planters for Tenant Gardens (5'x5' raised planter with seating rail cap built out of polymer

Revised P&C \$2,000

prerequisite insurance and bond

	wood composite. Filled with garden mix soil & irrigation
\$2,950.00	Optional alternate to go to one large raised Planter Bed (4ft by 20ft) complete with soil and drip irrigation.

END OF SCOPE OF WORK

RETURN IN SEALED ENVELOPE

City of Coeur d'Alene 106 Homestead Avenue Rehabilitation Quotation

SIGNATURE SHEET

By signing, the Contractor agrees to provide item(s) in accordance with the specifications for 106 Homestead Avenue Rehabilitation Quotation for the City of Coeur d'Alene and to bind themselves, on the acceptance of this quote, of which this quote, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all quotes as may appear to be in the best interest of the City.

Name of Business: Ginno Construction Co.

Please print or type

Address: 3893 North Schreiber Way

City: Coeur d'Alene

State: ID Zip Code: 83815

Phone No.: 208.667.5560

Fax No.: 208.665.0471

Email: brian@ginnoconstruction.com

Federal Tax ID: 82-0517250

Signature: 

Printed Name: Rick Wells

Title: Vice President

Date: 11.20.11

**PARKS & RECREATION COMMISSION
STAFF REPORT**

January 23rd, 2012

From: Doug Eastwood, Parks Director

Subject: Request to Renew Agreement to Use Independence Point Beach to Launch for Kayak Tours and Paddle Board Tours

Decision Point: Recommend to General Services to renew the agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours. This was done on a trial basis in 2010, with an extension of agreement granted in 2011. We did not receive one complaint during the 2010 season, or the 2011 season. The agreement can be terminated without cause by the city if it proves to be a problem for the beach users or the boating traffic. Terms of use are described in the attached agreement.

History: We allowed this service during the 2010 and 2011 seasons and the response indicates that it is a successful service. Kayak tour launchings are also conducted near North Idaho College and the BLM property on the south side of the Spokane River and possibly other public or private locations.

Financial Analysis: There is no cost to the City to allow the use; however since it is a commercial venture we are recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement Fund. 2011 season revenues paid to the city were \$781.26.

Performance Analysis: This creates another water sport activity for residents and tourists. Kayaking and paddle boarding is growing in popularity. We contacted the vendors at the commercial docks at Independence Point prior to the 2010 season and the concerns raised have been incorporated into the attached agreement. This is not a competing venture with other vendors as there will not be any kayak or paddle board rentals or rentals of any kind; only guided tours and the tours are complete with all necessary safety equipment and instructions.

Decision Point: Recommend to the General Services Committee to renew the agreement for this activity for the 2012 season.

1/23/12 - PRC motioned to move to G.S.
unanimous approval.

PERMIT AGREEMENT

THIS AGREEMENT, made and entered into this **21st day of February, 2012** between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho (“City”), and **ROW, Inc., dba ROW Adventures (“ROW”)** with its principal place of business at 202 E Sherman Ave , PO Box 579, Coeur d’Alene, Idaho 83814.

WITNESSETH:

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

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

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

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

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

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

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

Section 6. Tour Limitations: ROW cannot provide more than two (2) kayak or paddle board tours a day without prior written approval from the Parks Director. ROW will not schedule tours that exceed 21 people or 14 kayaks or paddle boards at any one time unless they have prior written

approval from the Parks Director for a specific date and time that will exceed those numbers. ROW will provide one guide for every six participants.

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

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

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

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

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

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

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

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

ROW can enter that area of Independence Point Beach located on the East side of the beach within 40 feet of the rip-rap area and/or turf and landscape area where the beach ends. ROW cannot

interfere with other beach users or swimmers within said area. ROW must keep that portion of beach clean and free of any litter, trash, clothing, gear or anything else directly related to the kayak tours.

Section 15. Term: The City shall permit kayak tours from Independence Point Beach to ROW for the season of April 1, 2012 to October 30, 2012 for the location described.

Section 16. Consideration: ROW shall in consideration for the permit pay the sum of 5% of gross income from kayak and paddle board tours to the CDA Parks Department within 30 days after the end of the season.

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

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

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

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

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

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

Section 23. City's Option to Terminate Permit: The City may at any time after ten (10) day's written notice terminate this permit. Fees owed to date will be paid by ROW on a prorated basis covering the 5% of gross income from tours to date of termination. The notice of the exercise by the City of its option to terminate the permit for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should ROW fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, ROW shall cease operation of the location. However, that before declaring such forfeiture, the City

shall notify ROW in writing of the particulars in which the City deems ROW to be in default and ROW will have three (3) days to remedy the default.

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

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

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

**LESSEE:
PETER GRUBB
dba ROW Adventures (ROW)**

By: _____
Sandi Bloem, Mayor

By: _____
Peter Grubb

By: _____
Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of February, 2012, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

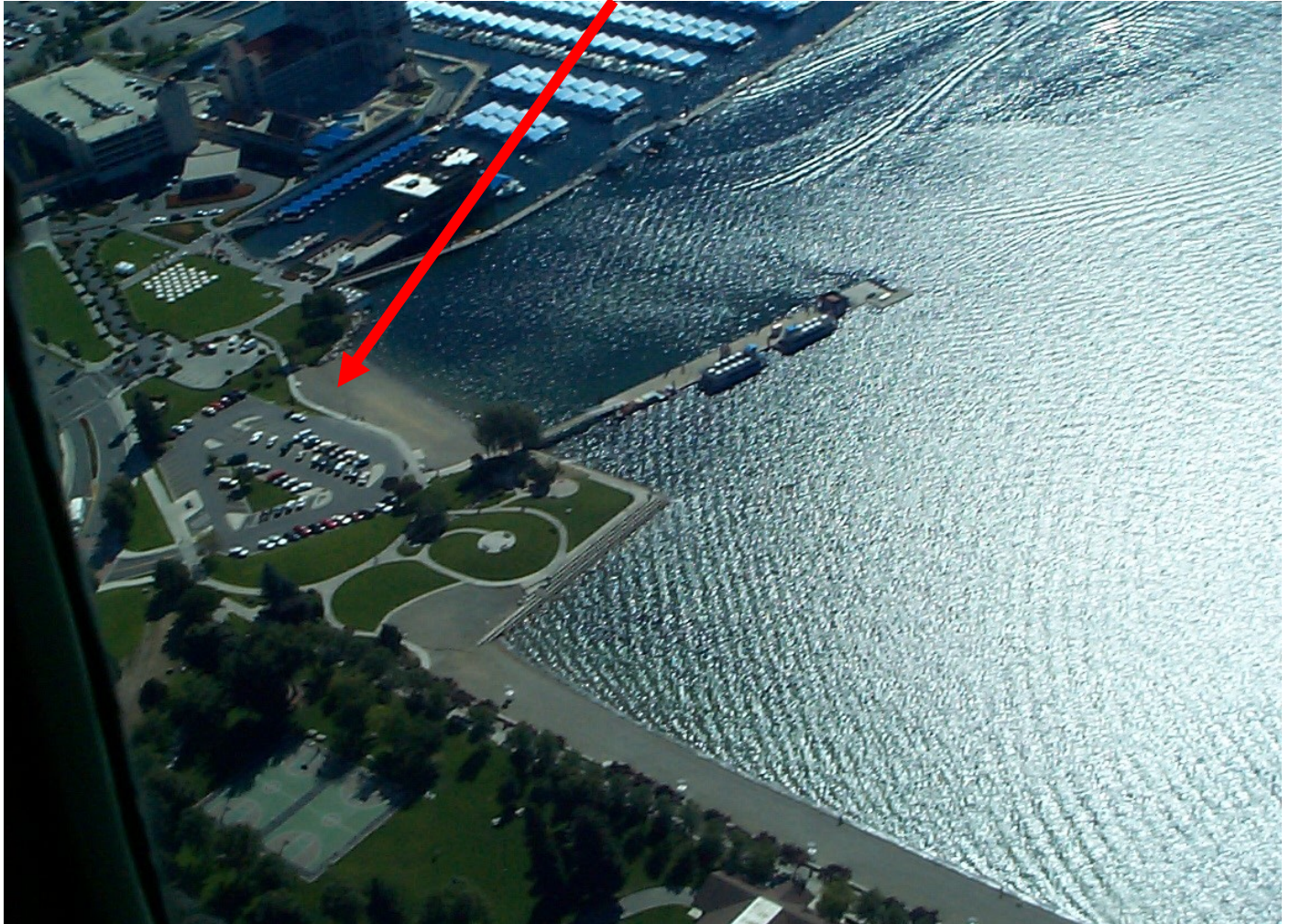
On this ____ day of February, 2012, before me, a Notary Public, personally appeared **Peter Grubb** known to me to be the _____, of **ROW, Inc., dba ROW Adventures (“ROW”)**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

EXHIBIT "A"

Access Point



PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: February 8, 2012
FROM: James Remitz, Utility Project Manager
SUBJECT: Professional Engineering Services Agreement with J.U.B. Engineers, Inc. for 2012 Wastewater Collection System Capital Improvements

DECISION POINT:

The Council may wish to approve and authorize staff to sign an agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, to provide professional engineering services for the 2012 Wastewater Collection System Capital Improvements at a cost not to exceed a total of \$160,500.

HISTORY:

J.U.B. Engineers successfully completed the 2009 through 2011 Professional Services Agreements with the City Wastewater Utility for providing the necessary professional services for the Cured-In-Place-Pipe (CIPP), Open Trench Sewer Rehabilitation, GIS Upgrades, and Inflow Corrective Actions.

We would like to amend the 2009 contract for one (1) additional year, calendar year 2012, to include the following services:

1. CIPP Rehabilitation: design and construction support for competitively bidding rehabilitation of approximately 5,000 ft of sanitary sewer mains.
2. Open Trench Sewer Replacement: design and construction support for competitively bidding two separate construction projects totaling approximately 3,800 ft of sanitary sewer main replacements.
3. GIS Upgrades consisting of inputting new sewer infrastructure and updates into the collection system electronic mapping and for our Sewer Crew and Map Book.
4. Inflow Identification, at this time, has reached its economic value. We would like to continue pursuing corrective actions of the inflow sources identified in past years by eliminating storm water flow into the sanitary system, specifically an interconnection of the sanitary sewer and storm water systems on Mullan Avenue, west of Northwest Boulevard.

FINANCIAL ANALYSIS:

These projects build upon preliminary design work completed by J.U.B Engineers in prior years and utilize unused budget from last year's contract. The costs for this agreement are broken down as follows:

CIPP/ Open Trench Sewer Rehabilitation	- - - - -	\$112,600.00
GIS Upgrades	- - - - -	\$ 25,000.00
Inflow Reduction	- - - - -	\$ 22,900.00
	Total	\$160,500.00

Adequate funding for this Professional Service Agreement is available from the approved 2011-2012 Wastewater Operating Fund budget. The budget for Sewer Replacement/ Collection System Rehabilitation (Account 031-022-4352-7901) is \$655,000; the budget for GIS Upgrades / Sewer Planning (Account 031-022-4352-7902) is \$272,500; and the budget for Inflow Reduction (Account 031-022-4352-7963) is \$200,000.

PERFORMANCE ANALYSIS:

J.U.B. Engineers has performed these tasks for the previous three (3) years to the Wastewater Utility's satisfaction. Due to their experience, knowledge and familiarity of the wastewater collection system, Wastewater Utility staff would recommend maintaining the continuity of J.U.B. Engineers' services for the design and construction management of the capital improvements proposed for 2012.

Copies of the proposed Professional Services Agreement, Scope of Services and Fee Breakdown are attached.

RECOMMENDATION:

The Wastewater Utility recommends that the City Council approve and authorize the execution of a **Professional Services Agreement** with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, pending legal department review, for the **2012 Wastewater Collection System Capital Improvements** at a cost not to exceed **\$160,500.00**.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC

for

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
2012 COLLECTION SYSTEM PROJECTS**

THIS AGREEMENT, made and entered into this 21st day of February, 2012 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, The City has collection system projects scheduled for fiscal year 2012 summarized as follows:

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

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

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

Section 1. Definitions. In this agreement:

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

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

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

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

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

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by December 31, 2012.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of One Hundred Sixty Thousand Five Hundred Dollars and NO / 100 (\$160,500.00).

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

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

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

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

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

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

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials.

Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 23. City Held Harmless.

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

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

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

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

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

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

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

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Sandi Bloem, Mayor

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name / Title

ATTACHMENT A

**SCOPE OF SERVICES
City of Coeur d'Alene Wastewater Utility
2012 Collection System Projects**

TASK 1

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

Background

Under the 2011 fiscal year agreement and an Amendment dated July 19, 2011 (authorized at the August 2, 2011 Council Meeting), the CITY authorized ENGINEER to perform preliminary and final design of the following open trench reaches:

- Fernan Court: Manholes M7-01B to M7-01E (three reaches of 8 in sanitary sewer, totaling approximately 800 ft) – for replacement in the current alignment at existing grade.
- Foster Avenue: Manholes BUS9A-02 to BUS9A-04B (four reaches of 6 in sanitary sewer, totaling approximately 1,100 ft) – for replacement in the current alignment at existing grade.
- Nora Street: Manholes L3-01 to L3-02B (two reaches of 6 in sanitary sewer, totaling approximately 500 ft) – for replacement in the current alignment at existing grade.

Bidding and construction phase services for these three areas were not included in the July 19, 2011, Amendment.

Objective

This task includes the following:

- Review approximately 5,000 LF of 8- to 15-inch sanitary sewer lines, prioritize the lines for rehabilitation in 2012 or subsequent years, and develop one bid package for approximately 5,000 LF of Cured-in-Place-Pipe (CIPP) rehabilitation.
- Concept development and evaluation of an additional three replacement options for Fernan Court.
- Perform preliminary and final design for an additional open trench replacement project located at 11th Street and Birch Avenue, connecting to and running approximately 100 ft west of MH M3-20F).
- Provide bidding support, construction administration, and observation for the CIPP and open trench projects, including those added through the July 19, 2011, Amendment to the 2011 fiscal year contract.

Approach

CIPP Rehabilitation: ENGINEER will review existing sewer line data to verify service locations, determine what additional closed-circuit television (CCTV) inspection is necessary, field verify pipe sizes for the reaches in question, determine approximate depths to inverts, and evaluate current condition of the main lines and service connections. Preliminary design for the reaches selected by the City for CIPP rehabilitation in 2012 will include a recommendation to the CITY on the type and extent of point repairs believed necessary prior to CIPP rehabilitation.

Open Trench: This scope includes preliminary design for an 8-inch sanitary sewer extension in the alley at 11th Street and Birch Avenue, and will include survey, subsequent development of concept plans and profiles for approximately 100 LF of sewer line. The final design phase will result in developing plans and specifications for construction, submittal for CITY review and approval, and final edits based on review comments from the City and IDEQ, as applicable.

The bidding phase will include advertisement, a pre-bid conference, bid opening, and a bid review and recommendation to the CITY for Fernan Court, Foster Avenue, Nora Street, and the 11th Street / Birch Avenue extension. The construction phase will include contract administration, construction observation, preparation of record drawings, and project close-out.

The approach will be broken into the following subtasks:

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

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

Task 110 – Prioritization and Preliminary Design (Items 110.02 through 110.07 and 110.16 through 110.24 on the attached Labor-Hour Estimate): Gather, document, review existing conditions and identify potential construction conflicts. Develop preliminary plans for initial discussion and review by the CITY. Work activities are as follows:

- CIPP:
 - Coordinate CCTV inspection of lines identified by the CITY as a top priority for rehabilitation in 2012 and potentially 2013. The CCTV inspection will be performed by others, as coordinated by the CITY.

- Review video inspection logs and videos of sewer mains identified by the CITY to determine general pipe condition, identify specific reaches that are suitable for CIPP rehabilitation, and prioritize the lines for rehabilitation based on CITY-specific scoring criteria developed in prior years. It is estimated that approximately 5,000 LF of sanitary sewer will be reviewed as part of this project.
- Field verify and document existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for the CIPP work. Manhole condition will be summarized in a table for the CITY.
- Recommend point repairs necessary prior to CIPP rehabilitation for the CITY's review. Point repairs identified by J-U-B will be performed and/or coordinated by the CITY as necessary to accommodate CIPP rehabilitation.
- Develop CIPP concept drawings for review with the CITY. The concept plans will indicate those reaches recommended for CIPP rehabilitation and indicate the corresponding prioritization based on a review of the CCTV inspections and established scoring criteria. Sanitary sewer mains prioritized in prior years but not yet rehabilitated will be included in the prioritization summary. Service laterals will not be shown on the concept plans.
- Open Trench:
 - Fernan Court:
 - The geotechnical work performed under the 2011 fiscal year contract (with July 21, 2011, Amendment) showed a significant amount of uncontrolled fill, including organic debris and wood fragments, at varying depths along the existing sewer main route. During a meeting with Wastewater, it was determined that replacement of the existing sewer at its current depth and alignment would be cost prohibitive and politically unacceptable. Three options were subsequently identified:
 - Individual grinder pumps at each home with an HDPE force main in the current sewer main alignment.
 - Individual grinder pumps at each home with HDPE force mains in the roadways. i.e., one in E. Fernan Ct. and another in Fernan Lake Road.
 - Gravity service to all homes using a new gravity main on Fernan Lake Road. It is expected that this will be accomplished via a new gravity sewer main on Fernan Lake Road and using the existing sewer main on E. Fernan Ct.
 - Develop one concept for each alternative noted above. Concept plans will include plan views only, showing approximate new sewer component

locations, inverts, and rim elevations; profiles and connection details for individual homes will not be generated.

- The CITY will investigate residential plumbing and provide approximate service line locations and elevations for incorporation into the concept plans. CITY will also review existing policies to determine whether grinder pumps will be owned / maintained by CITY or property owners.
 - Geotechnical work for Fernan Lake Road, Fernan Ct., and individual residential properties is not included in this scope of work.
 - If additional topographical survey is required for concept development or final design, the work shall be performed under Additional Services, Task 130.
- 11th Street / Birch Avenue
 - Collect topographical survey. Initial survey was completed under the prior year's additional services task due to potential snow accumulation and subsequent design delays. This scope of work will include processing the survey and utility information into a base map for design purposes. Property lines will be approximated using the CITY's GIS database and the County Assessor's Map; a boundary survey is not included in this scope.
 - Develop one concept drawing for the open trench reach based on extending the sanitary sewer with an 8-inch line in the existing alley; the existing downstream reach is understood to be a 6-inch line, but will not be replaced as part of this project. The concept drawings will include a CITY-provided ortho-photo of the project area and assessor map.
 - New service locations for the extension will be determined during design and review meetings based on discussions with the City and homeowners. Laterals will be extended to approximately the property line based on assessor map information; extensions into private property, including connections, are not included in this scope of services.
 - Review concept drawings and concept opinions of probable cost with the CITY Wastewater Utility for concurrence before proceeding with final design.
 - Submit a set of the concept drawings to potentially affected utilities for their information.

Task 110 - Final Plans and Preparing Bid Documents (Items 110.08 through 110.14 and 110.25 through 110.32 on the attached Labor-Hour Estimate): Based on CITY comments from the concept design, the concept drawings will be finalized for bidding purposes in 2012. The activities are as follows:

- The CITY may choose not to complete final design of portions of the CIPP and Open Trench projects, nor bid and construct those portions in 2012 due to budget constraints. Therefore final design for some elements may not be completed under this project. Re-designing or updating the plans or specifications for bidding and construction in subsequent years or projects will be considered an additional services task.
- CIPP Rehabilitation: Develop bid documents, specifications, and final plans suitable for competitive bidding in 2012 based on CITY comments. The Contract Documents will be based on the latest edition of the ISPWC with supplemental technical specifications as required for the project. Final plans will include service laterals for reinstatement at the sewer main only; one additional set will be provided with a CITY-provided ortho-photo of the project areas for CITY review of lots potentially served by multiple laterals. Since budget may be an issue, the Contract Documents may contain additive alternates in the CIPP project, as determined by CITY, to be awarded if sufficient budget is available.
- Open Trench Replacement: Develop two sets of bid documents, technical specifications, and final plans for competitive bidding in 2012. One bid package will be developed for Foster Avenue, Nora Street, and 11th Street / Birch; a separate bid package will be developed for Fernan Court. The Contract Documents will be based on the latest edition of the ISPWC with supplemental technical specifications as required for the project.
- Conduct internal QC/QA of the Contract Documents.
- Provide Engineer's opinion of probable construction cost for the projects.
- Submit five sets of plans, specifications, and contract documents to the CITY Wastewater Utility for final review and approval. Wastewater will distribute the five copies to the City Engineering Department, Water Department, Storm Sewer Department, legal department, IDEQ (following a QLPE review), and other departments as CITY deems necessary.
- Submit one set of Open Trench plans each to potentially affected utilities (communication, power, gas, etc.) for informational purposes.
- Incorporate CITY and IDEQ comments (as applicable) and develop final bid sets.
- Provide 20 sets of final Contract Documents for the CIPP project, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, and interested contractors.
- Provide 20 sets of final Contract Documents for each Open Trench Replacement project, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, affected utilities and interested contractors.

Task 120 - Contract Bidding and Award, and Construction Administration (Items 120.01 through 120.36 on the attached Labor-Hour Estimate): The CITY will advertise and distribute the final

Contract Documents for bidding purposes. ENGINEER will perform construction support as noted in J-U-B Standard Exhibit B – Construction Phase Services and as follows:

- Two bids will be let for the open trench projects. One bid package will be developed for Foster Avenue, Nora Street, and 11th Street / Birch; a separate bid package will be developed for Fernan Court. The projects are expected to bid a separate times; therefore two pre-bid meetings at the CITY offices are included in the scope of services.
- A pre-bid meeting for the CIPP project is not included in the scope of services due to a general lack of attendance by potential bidders in previous years.
- Respond to bidders' questions during the bidding phases, and prepare and issue addenda as required to modify the Bidding Documents.
- Assist in bid openings at CITY Hall, review bids as received, prepare bid summaries, review bids for responsiveness, and issue recommendations to the CITY regarding the responsiveness of the bids.
- Prepare notices of award, agreements, and notices to proceed for review, approval, and distribution by the CITY, and assist in contract award.
- As required by the CITY, provide administrative and observation support during construction, administration services as needed for the projects.
- For the CIPP project, conduct one pre-construction conference with the CITY, Contractor, and other interested parties.
- For each open trench project, conduct one pre-construction conference with the CITY, Contractor(s), and other interested parties.
- Upon City request, prepare and distribute an informational flyer, as reviewed and approved by CITY, for the open trench project to impacted homeowners. Coordinate with CIPP Contractor to verify an informational flyer, as reviewed and approved by CITY, is provided to impacted homeowners prior to beginning construction in the local project areas.
- Interpret the plans and specifications during construction in accordance with the terms of the ISPWC General Conditions. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
- Provide administration of the construction contract as provided in the ISPWC General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- Provide construction observation and management services as necessary during construction. Specific activities include the following:
 - For the open trench projects: construction staking, observation of trenching, bedding, pipe installation, sewer service reconnections, backfill, quality

assurance testing performed by the contractor(s), final video reviews, and final surface repair. The construction phase for all reaches is assumed to occur over a continuous twelve week period.

- For the CIPP project: observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspections to verify full reinstatement of services (as applicable). The construction phase is assumed to occur over a continuous eight week period, plus final clean up and close out.
- Review contractor progress and pay requests, and prepare recommendations to the CITY.
- For each project, schedule a final walk-through to be attended by the CITY, ENGINEER, and Contractor(s), and develop a tentative list of items to complete the contractor's work. Once the contractor issues notice that the work is complete, conduct a subsequent walk-through to review status. Review final quantities and pay request from the Contractors. Submit final payment recommendations to the CITY for approval.
- Provide five complete sets of hard copy record drawings (per project) for CITY records.

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

- Coordinate or attend neighborhood informational meetings for the project(s).
- Investigate existing residential service lines, including connections at the home and sewer main, location on private property, elevation / grade, and related details.
- Prepare exhibits and descriptions for CITY's use in acquiring easements for the open trench reaches.
- Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CITY, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.
- Perform dye testing and related field work to identify if service laterals are active or inactive on the CIPP project.
- Assist the CITY in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Perform boundary survey work.

- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CITY in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the City with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction.
- And other additional services specifically requested by CITY

CIPP Schedule

The proposed schedule for Task 1 is as follows:

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

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

Open Trench Schedule

The proposed schedule for Task 1 is as follows:

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

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

Compensation: Compensation for Task 1 will be as detailed in Attachment B-2 – Fee Breakdown, as summarized below:

- Preliminary and Final Design: On a lump sum basis of \$29,100.
 - Remaining budget: \$0
 - Net increase in contract amount: \$29,100
- Contract Bidding and Award, and Construction Administration: On a time and materials basis, using J-U-B's standard billing rates, estimated at \$93,600.
 - Remaining budget: \$10,100.
 - Net increase in contract amount: \$83,500
- Additional Services: Compensation shall be in accordance with the original agreement; no increase is included with this scope.
 - Net increase in contract amount: \$0

TASK 2 GIS MAINTENANCE AND CAPITAL PROJECTS

Objective

The purpose of this task is to continue updating the existing Wastewater GIS database and improve its use and benefits to Coeur d'Alene Wastewater. The current system is used daily and contributes to the management of wastewater assets so periodic training will help the CITY gain the maximum benefit from this asset. Maps and data that make up the current GIS database will need periodic updates as new development occurs. Additionally, the City is undertaking a collection system master plan update and will likely require that some of the master plan information be incorporated into the GIS.

Approach

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

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

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

verify that directories are organized properly; provide GIS training on-site with CITY staff.

- Update the GIS to include information such as pipe condition assessment, capacity information, master plan trunk lines, and other features developed through the separate master planning effort.

Deliverables

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

Schedule

Task 2 is on-going and will be conducted over the course of calendar year 2012, as requested.

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

- Remaining budget: \$0
- Net increase in contract amount: \$25,000

TASK 3 INFLOW REDUCTION

Objective

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

Approach

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

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

A bid package will also be developed for constructing storm water improvements in the "Four Corners Area". The work will include the following:

- Concept Design:
 - Survey and concept design has been completed previously. The concept design connects the Four Corners storm drain near Memorial Field (on Mullan Avenue) to the storm drain in Park Avenue, approximately 1,100 LF of piping.
 - Prepare a technical memorandum summarizing the replacement work, including concerns with shallow pipe bury and specialized trench construction for approval by the City.
 - Collect utility information as marked by the utility owners based on a One Call for construction (request to be made by J-U-B)
- Final Design:
 - Develop bid documents, technical specifications, and final plans for competitive bidding in 2012. The Contract Documents will be based on the latest edition of the ISPWC with supplemental technical specifications as required for the project.
 - Conduct internal QC/QA of the Contract Documents.

- Provide Engineer's opinion of probable construction cost for the project.
- Submit five sets of plans, specifications, and contract documents to the CITY Wastewater Utility for final review and approval. Wastewater will distribute the five copies to the City Engineering Department, Water Department, Storm Sewer Department, legal department, and other departments as CITY deems necessary.
- Submit one set of Open Trench plans each to potentially affected utilities (communication, power, gas, etc.) for informational purposes.
- Incorporate CITY comments (as applicable) and develop final bid sets.
- Provide 20 sets of final Contract Documents for the project, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, and interested contractors.
- Contract Bidding, Award, and Administration: The CITY will advertise and distribute the final Contract Documents for bidding purposes. ENGINEER will perform construction support as noted in J-U-B Standard Exhibit B – Construction Phase Services and as follows:
 - Conduct one pre-bid meeting at the CITY offices for the project.
 - Respond to bidders' questions during the bid phase, and prepare and issue addenda as required to modify the plans or specifications.
 - Assist in bid openings at CITY Hall, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to the CITY regarding the responsiveness of the bids.
 - Prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by the CITY, and assist in the contract award.
 - As required by the CITY, provide administrative and observation support during construction, administration services as needed for the projects.
 - Conduct one pre-construction conference with the CITY, Contractor(s), and other interested parties.
 - Interpret the plans and specifications during construction in accordance with the terms of the ISPWC General Conditions. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
 - Provide administration of the construction contract as provided in the ISPWC General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
 - Provide construction observation and management services as necessary during construction. Specific activities include the following:

- observation of trenching, bedding, pipe installation, sewer service reconnections, backfill, quality assurance testing performed by the contractor(s), final video reviews, and final surface repair. The construction phase is assumed to occur over a continuous two week period.
- Review contractor progress and pay requests, and prepare recommendations to the CITY.
- For each project, schedule a final walk-through to be attended by the CITY, ENGINEER, and Contractor(s), and develop a tentative list of items to complete the contractor’s work. Once the contractor issues notice that the work is complete, conduct a subsequent walk-through to review status. Review final quantities and pay request from the Contractors. Submit final payment recommendations to the CITY for approval.
- Provide five complete sets of hard copy record drawings (per project) for CITY records.

Schedule

The proposed schedule for Task 300 is as follows:

Task	Days
Utility Locates (dependent on utility locating)	15
Concept Design	15
Final Design (from approval of Concept Design)	30
Bidding, Award, and Construction Administration	*

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

Compensation: On a time and materials basis estimated at \$28,100, using J-U-B’s standard billing rates.

- Remaining budget: \$5,200.
- Net increase in contract amount: \$22,900

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit B – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire completed construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | <p>1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.</p> |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | <p>2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference.</p> |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes
 No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

- Yes
 No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

- Yes
 No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

- Yes
 No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

- Yes
 No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

- Yes
 No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No

- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No

- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No

- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No

- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No

- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No

- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No

- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.
14. *Completion.*
 - a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
 - b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
 - c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
 - d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2012 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Supplies / Expenses	Task Totals
110	Preliminary and Final Design										
110.01	<u>CIPP Rehabilitation</u>										\$ -
110.02	Prioritization and Preliminary Design (5,000 LF)										\$ -
110.03	Manhole condition and pipe size verification		2		8					\$ 50	\$ 1,000
110.04	Review CCTV inspection videos		1		12						\$ 1,200
110.05	Develop concept drawings for CIPP project; identify point repairs	1	1		4	12					\$ 1,600
110.06	Concept Opinion of Probable Cost		1	1	2						\$ 400
110.07	Concept / progress review with the CITY		2		2						\$ 500
110.08	Final Design (5,000 LF)										\$ -
110.09	General plan preparation	1	2		8	24					\$ 2,900
110.10	Specifications		4		4				4		\$ 1,300
110.11	Opinion of Probable Cost		2	4	4						\$ 1,100
110.12	Review with the CITY		2		2						\$ 500
110.13	QC/QA review	2	2								\$ 700
110.14	Final Plans and Bid Documents		4		4	8			8	\$ 200	\$ 2,400
110.15	<u>Open Trench:</u>										\$ -
110.16	Preliminary Design										\$ -
110.17	Topographical survey for the following:										\$ -
110.18	- Adeline / 11th Extension	<i>performed under Additional Service portion of prior agreement</i>									
110.19	Utility coordination and locates				2						\$ 200
110.20	Basemap preparation		1		2	4	1	1			\$ 900
110.21	Concept development- Fernan Court	2	8		16	24					\$ 4,800
110.22	Concept development- 11th / Birch	1	1		4	8					\$ 1,300
110.23	Concept opinion of probable cost	2	2		8						\$ 1,400
110.24	Concept review with the CITY		2		2						\$ 500
110.25	Final Design										\$ -
110.26	General plan prep - 11th / Birch	1	4		4	8					\$ 1,700
110.27	General plan prep - Fernan Court	<i>included in 2011 Contract (July 19, 2011 Amendment)</i>									
110.28	Specifications (preparing a second bid package)		2		4				1		\$ 700
110.29	Opinion of Probable Cost	1	2		6						\$ 1,000
110.30	Review with the CITY		2		2						\$ 500
110.31	QC/QA review	2									\$ 400
110.32	Final Plans and Bid Documents		4		4	4			8	\$ 200	\$ 2,100
	SUBTOTAL	13	51	5	104	92	1	1	21	\$ 450	\$ 29,100

Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2012 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Supplies / Expenses	Task Totals
120	Bidding through Construction										
120.01	CIPP										\$ -
120.02	Bid advertisement/contractor coordination		1	2					2	\$ 50	\$ 600
120.03	Pre-bid meeting	<i>no pre-bid meeting will be conducted</i>									
120.04	Bid management (questions and addenda)		2		4				4		\$ 1,000
120.05	Bid opening and contract award	1	2						4		\$ 900
120.06	Pre-construction meeting		4		4						\$ 1,000
120.07	Construction Management (submittals, 2 weeks of construction, close out paperwork)	1	8		8				8		\$ 2,800
120.08	Observation (approx. 700 LF / day, 8 hrs / day)				80					\$ 150	\$ 7,000
120.09	Record drawings		1		8	8				\$ 50	\$ 1,500
120.10	Open Trench - Bidding Two Separate Projects										
120.11	Construction management support for:										
120.12	(a) Foster Avenue: MH BUS9A-02 to BUS9A-04B										
120.13	(b) Nora Street: MH L3-01 to L3-02B										
120.14	(c) 11th Street / Birch extension										
120.15	Bid advertisement/contractor coordination		1		4				2	\$ 50	\$ 700
120.16	Pre-bid meeting		4		2						\$ 800
120.17	Bid management (questions and addenda)		4		4				4		\$ 1,300
120.18	Bid opening and contract award	1	4						2		\$ 1,000
120.19	Pre-construction meeting		4		4						\$ 1,000
120.20	Construction Management (submittals, 6 weeks of construction, close out paperwork)	2	24		8				6		\$ 5,300
120.21	Observation (10 hrs/day, 150 LF/day) plus cleanup and Surveying										
120.22	Foster Avenue (3 wks)				150		1	4			\$ 13,600
120.23	Nora Street (2 wks)				100		1	4			\$ 9,300
120.24	11th Street / Birch extension (1 wk)				50		1	2			\$ 4,700
120.25	Construction management support for:										
120.26	(a) Fernan Court: MH M7-01B to M7-01E										
120.27	Bid advertisement/contractor coordination		1		4				2	\$ 50	\$ 700
120.28	Pre-bid meeting		4		2						\$ 800
120.29	Bid management (questions and addenda)		4		4				4		\$ 1,300
120.30	Bid opening and contract award	1	4						2		\$ 1,000
120.31	Pre-construction meeting		4		4						\$ 1,000
120.32	Construction Management (submittals, 6 weeks of construction, close out paperwork)	2	24		8				6		\$ 5,300
120.33	Observation (10 hrs/day, 150 LF/day) plus cleanup and Surveying										
120.34	Fernan Court mainline (4 wks)				200		2	8			\$ 18,600
120.35	Fernan Court, service lines (2 wks)				100						\$ 8,600
120.36	Record drawings		4		16	24				\$ 100	\$ 3,800
	SUBTOTAL	8	104	2	764	32	5	18	46	\$ 450	\$ 93,600
130	Additional Services										
130.01	Included in original Agreement										

Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2012 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Supplies / Expenses	Task Totals																																																																																																																																																																																																																																																																								
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200.01	Services as requested										\$ 25,000																																																																																																																																																																																																																																																																								
300	Inflow Reduction																																																																																																																																																																																																																																																																																		
300.01	Design of Four Corners Area										\$ -																																																																																																																																																																																																																																																																								
300.02	Preliminary Design - technical memorandum, agency review plans	1	8			4			1		\$ 1,800																																																																																																																																																																																																																																																																								
300.03	Incorporating utility locates into base map					2					\$ 100																																																																																																																																																																																																																																																																								
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**CITY COUNCIL
STAFF REPORT**

Date: February 21, 2012
To: City Council
From: H. Sid Fredrickson, Wastewater Supt.
Subject: Surplus vehicles

DECISION POINT:

Council may wish to declare the following vehicles surplus.

1994 Pontiac Grand am
Vin # 1g2ne5535rm537657
Miles 85813

1999 Pontiac Grand am
Vin # 1g2ne52t3xm751340
Miles 51169

HISTORY:

These 2 vehicles were beyond their useful life and have been replaced in this year's budget.

FINANCIAL ANALYSIS:

There may be some unknown value at auction.

PERFORMANCE ANALYSIS:

These vehicles were replaced in this year's budget.

DECISION POINT:

Council may wish to declare the above vehicles surplus.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: February 13, 2012
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Adoption of 2008 ISPWC and amendments.

DECISION POINT

Staff is requesting adoption of the 2008 Idaho Standards for Public Works Construction (ISPWC) and the proposed amendments

HISTORY

The City has used the ISPWC as its standard for constructing public infrastructure for many years. As the manual is updated we review the updates and bring them forward for adoption. In addition, we have developed some amendments specific to our needs. Both of these documents govern construction of public infrastructure constructed by the city and the private sector.

FINANCIAL ANALYSIS

The changes in the 2008 ISPWC and the amendments are fiscally insignificant. The major change in our amendments is the addition of a revised specification for asphalt pavement. However, this specification is currently being used by all the local asphalt producers and was developed by a joint committee in which they played a major role.

PERFORMANCE ANALYSIS

Adoption of 2008 ISPWC and the amendments is necessary to insure that construction of the public infrastructure meets our industry standards and the standards of Coeur d'Alene. Our Engineering, Water, and Wastewater Departments have collaborated on these specifications and implemented them on our city projects last year. Adoption is necessary to enforce them on public infrastructure built by private developers.

RECOMMENDATION

Staff recommends that Council approve a resolution adopting the 2008 ISPWC and the City of Coeur d'Alene amendments.

RESOLUTION NO. 12-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING THE 2008 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) WITH AMENDMENTS.

WHEREAS, the Idaho Standards for Public Works Construction Committee has revised its manual of standards for public works construction in Idaho developed by the American Public Works Association, and adopted pursuant to Resolution No. 84-89 on the 21st day of August, 1984 and as amended by Resolution No. 99-166 adopted the 4th day of May 1993; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the *2008 Idaho Standards For Public Works Construction*, and the Amendments thereto, which are attached as Exhibit "A", be adopted to govern public works construction with the city limits; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the *2008 Idaho Standards For Public Works Construction*, and the Amendments thereto, which are attached as Exhibit "A", are hereby adopted and incorporated for use in public works construction within the City of Coeur d'Alene.

BE IT FURTHER RESOLVED, that:

1. The word "Owner" in the adopted standards means the "City of Coeur d'Alene."
2. That the City reserves the right to make any required amendments in writing to the standards for individual contracts and/or projects when such amendments are necessary to protect the best interests of Coeur d'Alene.
3. That these standards shall be in effect for all projects initiated after February 21, 2012.
4. That three (3) certified copies of such standards shall be available in the City of Coeur d'Alene Engineering Department.

DATED this 21st day of February, 2012.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**AMENDMENTS TO THE 2008 IDAHO STANDARDS FOR PUBLIC WORKS
CONSTRUCTION**

DIVISION 200 – EARTHWORK

Section 201 – Clearing and Grubbing

Part 3 WORKMANSHIP

3.2 REMOVAL OF OBSTRUCTIONS

B. Removal and Disposal

Add the following;

6. Existing traffic signs and posts designated to be removed shall be salvaged and delivered to the City of Coeur d’Alene street shop.

Add the following;

3.3 REMOVAL AND DISPOSAL OF MATERIALS

A. General

1. Complete the removal to the limits shown on the Plans and Specifications or as directed by the Engineer.
2. Unless otherwise specified, all removed material shall become the responsibility and property of the Contractor.
3. Dispose of unusable material outside the construction limits in an approved location in accordance with all local, state, and federal regulations.
4. Dispose of unusable material in such a manner that no unsightly appearance will result.
5. Copies of the disposal agreement with property owners are to be furnished to the Owner upon request.

A. Protection

1. Locate and protect all live utilities from damage.
2. Protect benchmarks and survey monuments from damage and displacement
3. Exercise care to ensure areas outside the construction limits remain undisturbed.
4. Satisfactorily restore any damage to existing facilities or structures resulting from carelessness or negligence by the Contractor to their original condition at the Contractor’s expense.

B. Removal and disposal

1. Bituminous Pavement shall be removed to clean, straight lines. Edges to be joined shall be saw cut. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be trimmed to neat straight lines before resurfacing to ensure that all areas to

be resurfaced are accessible to the rollers used to compact the subgrade of paving materials.

2. Concrete Pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 1½ inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat, straight lines for the purpose of removing the damaged pavement areas. Such saw cuts shall be either parallel to the original saw cuts or shall be cut on an angle which departs from the original saw cut not more than 1 inch in each 6 inches.
3. Concrete curb, sidewalk, gutters, driveways, approaches, and other miscellaneous concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½ inches. Concrete sidewalk, approaches, and driveways to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, approaches, or driveways would fall within 30 inches of a construction joint or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be saw cut to a depth of 1½ inches on a neat line at right angles to the curb face.

DIVISION 300 – TRENCHING

Section 305 – Pipe Bedding

Part 3 WORKMANSHIP

3.11 BEDDING SYSTEM APPLICATION

Amend to read as follow;

- A. 4. Water and Pressure Irrigation: Use Class A-1 or B-2 bedding system for rigid or flexible water and pressure irrigation pipes.

Section 306 – Trench Backfill

Part 3 WORKMANSHIP

3.3 TYPE A TRENCH BACKFILL (A-1, A-2, A-3)

Delete sections B-E and replace with the following;

B. Compaction Requirements.

1. 90% Compaction: From the top of the pipe bedding to a point 1 foot below subgrade (lower zone)

2. 95% Compaction: From a point 1 foot below the subgrade to the subgrade level (upper zone).
 3. Density Requirements: Relative compaction as measured by the modified proctor (ASTM D-1557 / AASHTO T150)
 4. Effort: If densities fail to meet minimum requirements, provide necessary additional compactive effort until backfill densities meet specified requirements, at no additional cost to Owner.
 5. Method: Use A-1 compaction technique
- C. Type A-1 Compaction.
1. Deposition: In layer suitable to the equipment used for compaction. Maximum lift depth of 12 inches.
 2. Wetting: Wet to optimum moisture content $\pm 3\%$
 3. Compaction Technique: Mechanical.
 4. Testing and Recomposition:
 - a. Provide one compaction test for every 50 cy of back fill material.
 - b. Tests shall be located at representative locations in the upper and lower zones, or as directed by the Engineer.
 - c. Areas with failing compaction test results shall be recompacted until satisfactory compaction is achieved.
 - d. Compaction tests shall be taken after completion of the respective lift. Test pits shall not be used unless approved by the Engineer. Contractor shall bear all cost for excavation of test pits, standby time during testing, any re-testing, backfilling and compaction of test pits.

Section 307 – Street Cuts and Surface Repairs

Part 3 WORKMANSHIP

1.5 MISCELLANEOUS SURFACE RESTORATION (Sod, pasture, landscaped areas, etc.)

Insert the following paragraph

C. Prepare disturbed areas and apply Hydroseed as follows.

1. Preparation: Place 4" of topsoil and grade smooth.
2. Application: Apply seed, mulch, tacifier, and slow release fertilizer in one step.
3. Seeding rate shall be 100 -120 lbs/acre
4. Mulching rate shall be 2000 lbs/acre
5. Tacifier shall be per manufacturers recommendations
6. Seed mix shall be local bluegrass mix
7. Following germination, immediately reseed areas without germinated seeds that are larger than 4 inches by 4 inches.

3.7 TYPE "C" SURFACE RESTORATION (Gravel Roadway Surfaces)

Delete paragraph C and add the following;

D. Use gravel depths as specified on the plans.

- 3.8 TYPE “P” SURFACE RESTORATION (Asphalt Roadway Surfaces)
Delete paragraphs B, C, D, E and replace with the following;
 B. Construct per City of Coeur d’Alene Standard Drawing M-11 – Trench Cut Pavement Repair, and Section 810 – Plant Mix Pavement.
 C. Use compacted base course depths as specified on the plans. When depths are not specified, use those shown on Standard Drawing M-11. Base material shall consist of Type I Aggregate in accordance with Section 802 – Crushed Aggregate.
 D. Compact base course to 95% of maximum density as determined by ASTM 1557.
 E. Use asphalt concrete depths as specified on the plans. When depths are not specified, use those shown on Standard Drawing M-11. Asphalt concrete shall conform to the requirements of Section 810 – Plant Mix Pavement.

DIVISION 400 – WATER

Section 401 – Water Pipe and Fittings

Part 2 MATERIALS

2.2 **Delete paragraph D.3.**

2.6 COUPLINGS

Delete paragraphs A, B, and C and add the following;

- A. Couplings and Coupling Adapters: As manufactured by Romac Industries Inc. or Dresser Inc., for the type and size of connection or approved substitution.

Section 402 – Hydraulic Valves

Part 2 MATERIALS

2.7 VALVE BOXES

Amend as follows;

- E. Detail: City of Coeur d’Alene Standard Drawing W-12.,

Section 403 – Hydrants

Part 2 MATERIALS

2.5 PIPE AND FITTINGS

Amend as follows;

- A. Conform to Section 401 – Water Pipe and Fittings, with end connection per City of Coeur d’Alene Standard Drawing W-3.

Part 3 WORKMANSHIP

3.2 INSTALLATION

Amend as follows;

- B. Install in accordance with the City of Coeur d’Alene Standard Drawing W-3 and W-4

Section 404 – Water Service Lines and Meters

Part 2 MATERIALS

2.1 **Delete paragraph B**

2.4 APPURTENANCES

D. Meter Setters

Delete paragraphs 1 through 5 and add the following;

1. Per City of Coeur d'Alene Standard Drawing W-1

Delete paragraphs G and H and replace with the following;

- F. Meter Box and Cover. Per applicable City of Coeur d'Alene Standard Drawing for size of meter.

Part 3 WORKMANSHIP

3.2 INSTALLATION

Amend paragraph B as follows;

- B. Install pipe, fittings, meters, and meter boxes in accordance with the manufacturer's recommendations and applicable City of Coeur d'Alene Standard Drawings.

Add the following;

- M. Multiple services located within 10 feet of each other shall be installed in a common trench.
- N. Consecutive service taps on the same side of the main shall be staggered 30 degrees around the circumference and separated by at least 18 inches, or as specified by the pipe manufacturer.

DIVISION 500 – SEWER

Section 501 – Gravity Sewers

Part 2 MATERIALS

2.3 COUPLINGS FOR DISSIMILAR PIPE OR TWO PLAIN ENDS OF SIMILAR PIPE

Delete paragraphs A through D and replace with the following;

- A. Couplings shall provide for a water tight connection and a smooth pipe invert. Couplings shall be manufactured by Romac Industries or as approved by the City.

Section 502 – Manholes

Part 2 MATERIALS

2.2 MANHOLES

Amend as follows:

- A. Precast Manholes; ASTM C 478 for all components except as modified herein and as shown on City of Coeur d'Alene Standard Drawing SS-1.
- B. Cast-in-place Manholes; ASTM 478 and Section 703 – Cast-in-Place Concrete for all materials and dimensions except as modified herein or as shown on City of Coeur d'Alene Standard Drawing SS-1.

2.5 FRAMES AND COVERS

Delete paragraphs A through E and replace with the following;

- A. Manhole frame and cover shall conform to the City of Coeur d'Alene Standard Drawing SS-2.

Part 3 WORKMANSHIP

3.8 PLACEMENT OF GRADE RINGS

Amend paragraph A as follows;

- A. Adjust frame elevations to finish grade with grade rings or by an approved cast in place adjustment method. Maximum distance from the top of the cone to finish grade shall be no more than 18”.

3.12 TESTING

Amend paragraph A as follows;

- A. Unless otherwise directed, testing will not be required.

Section 504 – SEWER SERVICES

Part 2 MATERIALS

2.2 PIPE AND FITTINGS

Amend paragraph E and F to read as follows;

- E. Service Connection Tee: Per City of Coeur d’Alene Standard Drawing SS-3.
- F. Service Saddle Connections: GPK gasket saddle shall be used on CIPP and PVC pipe, ROMAC saddle shall be used on clay and concrete pipe, or as approved by the City.

Part 3 WORKMANSHIP

3.2 GENERAL

Amend paragraph A as follows;

- A. Perform excavation, bedding placement, pipe installation, backfill, and surface restoration in accordance with the Contract Documents. Install service pipe and fittings per Section 501 – Gravity Sewers, and City of Coeur d’Alene Standard Drawing SS-3.

DIVISION 600 – CULVERTS, STORM DRAINS, AND GRAVITY IRRIGATION

Section 601 – Culvert, Storm Drain, and Gravity Irrigation Pipe

Part 2 MATERIALS

2.2 CULVERT, STORM DRAIN AND GRAVITY IRRIGATION PIPE AND FITTINGS.

Delete paragraphs D, E, F, H, I, J, K, and L

2.3 COUPLINGS FOR DISSIMILAR PIPE OR TOW PLAIN ENDS OF SIMILAR PIPE.

Delete paragraphs A and B and replace with the following;

- A. Couplings shall provide for a watertight connection and a consistent pipe invert.

Section 602 – Storm Drain Inlets, Catch Basins, Manholes, and Gravity Irrigation Structures

Part 2 MATERIALS

2.5 GRADE RINGS, FRAMES, GRATES AND COVERS

Amend paragraph A as follows;

- A. Provide size and shape detailed in the Standard Drawings unless otherwise specified in the Contract Documents. A City of Coeur

d'Alene standard Type 2 grate frame shall be installed on all Type 1 catch basins.

DIVISION 800 – AGGREGATES AND ASPHALT

Section 803 – Plant Mix Aggregates

Part 2 MATERIALS

2.2 PLANT MIX AGGREGATE GRADATION

Delete all after heading and substitute the following;

The aggregate shall comply with the criteria in Section 703.05 of Idaho Department of Transportation Standard Specification for Highway Construction, and Supplementals.

Section 805 – Asphalt

Part 2 MATERIALS

Delete all after heading and substitute the following;

The asphalt shall comply with the criteria in Section 702 of Idaho Department of Transportation Standard Specification for Highway Construction, and Supplementals.

Section 810 – Plant Mix Paving

Replace Section 810 in its entirety with the following

Part 1 GENERAL

1.1 SECTION INCLUDES

A. This work consists of constructing one or more courses of Superpave Hot Mix Asphalt (HMA) in accordance with these specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or in the Contract Documents.

1.2 RELATED SECTIONS

- A. Section 706 – Other Concrete Construction
- B. Section 802 – Crushed Aggregate

1.3 REFERENCES

- A. Idaho Standards for Public Works Construction (ISPWC), most recent edition as of the first advertising date.
- B. Idaho Transportation Department, Standard Specifications for Highway Construction, most recent edition as of the first advertising date.
- C. Idaho Transportation Department, Supplemental Specifications, most recent edition as of the first advertising date.
- D. Idaho Transportation Department, Standard Quality Assurance Special Provision, most recent edition as of the first advertising date.
- E. Western Alliance for Quality Transportation Construction (WAQTC), most current edition as of the first advertising date.

- F. AASHTO Standard Specifications for Transportation and Methods of Sampling and Testing, most current edition as of the first advertising date.

1.4 DEFINITIONS

- A. "ITD Specifications" is defined as the Idaho Transportation Department, Standard Specifications for Highway Construction, most recent edition and the Idaho Transportation Department, Supplemental Specifications, most recent edition.

Part 2 MATERIALS

2.1 JOB MIX FORMULA

- A. The Contractor shall furnish a job mix formula (JMF) for a Superpave HMA pavement that complies Superpave mixture requirements per ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials, Table 1 – Superpave Mixture Requirements. The mix shall be the class of Superpave and have the maximum aggregate size stated in the Measurement and Payment Section. The job mix shall be 1) previously tested and approved by the Idaho Transportation Department or 2) prepared by an Accredited Superpave Mix Design Technician and stamped by an Engineer licensed in the State of Idaho.
- B. Submit mix design documentation and paving plan for review a minimum of seven (7) days prior to commencement of work. Production paving shall not begin until the Engineer has found no exception with the Contractor's Job Mix. Paving plan shall include, but is not limited to, the following: number of crews, number of trucks, progression of work, haul route, joint layout, quality control, and roller pattern.
- C. The Contractor shall use an Idaho Transportation Department approved aggregate commercial source.
- D. An acceptance test strip and test strip sampling is not required.

2.2 AGGREGATES

- A. The aggregate shall comply with criteria in the ITD Specifications Section 703- Aggregates, Subsection 703.05 Aggregate for Superpave HMA Pavement.
- B. The Superpave HMA Pavement mix design shall utilize either ½-inch or ¾-inch nominal maximum aggregate size, as stated in the Measurement and Payment.

2.3 RECYCLED ASPHALT PAVEMENT (RAP)

- A. Only Category 1 RAP, as defined in ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials, will be permitted.
- B. In mix designs where the RAP percentage exceeds 17%, a binder grade adjustment per ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials is required.
- C. The percentage of RAP shall not exceed 30%.

2.4 ASPHALT

A. Asphalt per Idaho ITD Specifications Section 702.01 Asphalt.

2.5 ANTI-STRIPPING ADDITIVE

A. All Superpave HMA designs shall use a minimum one-half percent approved liquid anti-stripping additive by weight of asphalt. Lime may be used as the anti-stripping additive, if it was included in the job mix design.

2.6 TACK

A. Tack shall be diluted slow breaking asphalt emulsion CSS-1, STE-1, or approved equal.

Part 3 WORKMANSHIP

3.1 EXAMINATION

- A. Verify that saw cut edges are straight and vertical. If additional saw cutting is required to achieve this condition, the Contractor shall do so at no additional cost to the Owner.
- B. If paving on base aggregate, verify that the areas are graded, compacted, and ready to support paving and imposed loads. Fine grading, as required, shall be accomplished immediately prior to paving. Base course shall be approved by the Owner prior to paving.
- C. Apply a thin, uniform asphalt tack coat to the surfaces of curbing, gutters, manholes, asphalt cement pavement, Portland cement pavement, and other structure pavement that abut the new pavement in accordance with ITD Specifications Section 401.
- D. If paving on existing asphalt surface, verify that the surface is clean and a tack coat has been applied in accordance with ITD Specifications Section 401.
- E. Verify utility valve boxes, vaults, manholes, or other appurtenances in the road surface are adjusted to the appropriate grade.

3.2 HAULING AND PLACING ASPHALT

- A. Paving equipment and trucks shall be in accordance with ITD Specifications Section 405.
- B. Install work in accordance with ITD Specification 405.
- C. Stage the delivery of material and speed of the paver so that the paver stops only for unusual circumstances.
- D. To prevent adhesion of mixture, keep roller wheels moistened with water. Do not use fuel or other petroleum based oil as a release agent.
- E. In areas inaccessible to rollers, use mechanical tampers or other approved compactors.
- F. Place cold longitudinal joint at the centerline of the roadway for the top course of plant mix, unless otherwise approved. For lower courses, stagger cold joint and offset 6 inch to 1 foot from the centerline of the roadway. A joint is considered a cold joint when the temperature of the previously laid material has cooled to 175°F or less.

G. Contractor shall employ personnel and supply testing to provide quality control during paving. The Owner’s Representative will not be available to assist in the Contractor’s quality control.

3.3 WEATHER LIMITATION

- A. Do not place Superpave HMA against any wet or frozen surfaces, nor use frozen aggregates in the mix.
- B. Do not place Superpave HMA when weather or surface conditions otherwise prevent the proper handling or finishing of the plant mix material.
- C. Do not start existing asphalt removal or otherwise alter the surface of existing asphalt surface unless the progress schedule realistically shows that the pavement can be replaced or completed.
- D. The available schedule set forth in Contract Documents does not alleviate the Contractor’s responsibility to complete paving within the environmental requirements.
- E. Place Superpave HMA only when the air and surface temperature are in accordance with Table 1 and rising, unless otherwise approved by the Owner. Both air and surface must conform to the following minimum temperatures for all plant mix pavement operations.

**Table 1
Air and Surface Temperature Limitations**

Compacted Thickness of Individual Courses	Top Course	Leveling and Courses Below the Top Course
Less than 1 inch	60° F	50° F
1 inch to 2 inches	50° F	40° F
Over 2 inches	40° F	40° F

3.4 PAVEMENT SURFACE SMOOTHNESS

A. Profiling Surface

- 1. Regular mainline paving on compacted base shall adhere to the Surface Smoothness Schedule II target IRI values in accordance with ITD Specifications Section 405.03 Construction Requirements, Part P Surface Smoothness.
- 2. Overlay paving on an existing paved surface shall adhere to the requirements of 3.4-B& C, below.
- 3. The profiling equipment shall be selected in accordance with ITD Specifications Section 405.03 Construction Requirements, Part P Surface Smoothness.
- 4. Profiling will identify individual high points in excess of 0.25 inch within a 25-foot distance or less. These high points shall require corrective action, unless otherwise approved by the Owner.
- 5. Incentive/disincentives in the ITD Specification are not a part of this contract.

B. Straight-Edge Requirements

1. Straight edge to be an approved device 10 feet in length.
2. Perform straight edge test in areas to be determined by Engineer and randomly along the project length.
3. When straight edge is laid on the finished surface in a direction parallel or perpendicular to the centerline and the surface variation exceeds 0.25 inch from the lower edge over the length of the straight edge, high points shall be removed by grinding, unless otherwise approved by the Owner.

C. Corrective Action

1. When the requirements for smoothness are not met as defined above, the highpoints shall be ground at no expense to the Owner.
2. All grinding shall be parallel to the centerline. After grinding is completed, the ground pavement surface shall receive a fog coat in accordance with ITD Specifications Section 408 – Fog Coat.

3.5 QUALITY ANALYSIS

- A. For SP-2 mixes, the Contractor shall test the Plant Mix Aggregate Gradation and Asphalt Binder Content using WAQTC certified staff and provide the Engineer with results within 24 hours.
- B. For SP-3 and SP-4 mixes, the Contractor shall test Air Voids at N_{des} and voids in mineral aggregate (VMA) at N_{des} using WAQTC certified staff and provide the Engineer with results within 24 hours.
- C. Quality Characteristic Limits: The upper and lower specification limits for Superpave quality characteristics will be set by Table 2.

Table 2
Quality Characteristic Limits

Quality Characteristic	Limits
SP 1 and SP 2 mixtures	
No.4 (4.75 mm) sieve and larger sieves, %	C-JMF value \pm 5.0
No. 8 (2.36 mm) to No. 30 (0.60 mm) sieves, %	C-JMF value \pm 4.0
No. 50 (0.30 mm) to No. 100 (0.15 mm) sieves, %	C-JMF value \pm 3.0
No. 200 (0.075 mm) sieve and smaller sieves, %	C-JMF value \pm 1.5
Asphalt Binder Content, %	C-JMF value \pm 0.3
SP 3 – SP4 mixtures	
Laboratory Air Voids, % N_{design}	4.0 \pm 1.0
Minimum VMA, % at N_{design}	Nominal Max. Aggregate Size
	1 1/2" 1 " 3/4" 1/2" 3/8"
	11.0 12.0 13.0 14.0 15.0

❖ *JMF = Job Mix Formula*

- D. Minimum testing requirements are as follows: One (1) test per each day of mainline production paving, one (1) test per every 750 Tons of mainline production paving, or a minimum of three (3) tests total on the project, whichever is greater. For acceptance and pay factor analysis, a lot is defined as a minimum of three (3) tests.
- E. The Contractor shall run a Rice Gravity test in accordance with AASHTO TP-68 each day of mainline paving and provide the Engineer with results within 24 hours.
- F. If the Contractor is conducting the material characteristic acceptance testing, one common sample per day of production paving shall be taken by the Contractor and a portion given to the firm employed by the Owner (when applicable). Samples may be obtained at the plant using a sampling device, taken from the haul units, or by a plate sample in the field.
- G. The Owner may employ and pay for verification testing by a laboratory of their choosing, in which case, the Contractor must provide the samples.

3.6 COMPACTION TESTING OF ASPHALT FOR ACCEPTANCE

- A. Acceptance of Superpave HMA density will be based on the density of cores taken from the finished pavement. The Contractor shall obtain a minimum of five (5) randomly located core samples from the compacted Superpave HMA or one core per every 750 tons, whichever is greater. Random core locations will be determined by the Engineer. The cores for acceptance will be spaced along the project length including each paved mainline lane.
- B. The Contractor shall, at their expense, have the asphalt cored in accordance with WAQTC-TM-11. Coring shall be observed by the Owner's Representative and shall be immediately submitted to an independent lab for testing by Contractor at Contractor's Expense. Density of the cores shall be determined according to AASHTO T 166, Method A or AASHTO T 331.
- C. The Contractor shall repair all holes left in the pavement surface by the coring operation at no additional cost to the Owner. All repair methods and materials shall be approved prior to coring.
- D. The pavement shall be compacted to a density corresponding to a range equal to and between 92.0 percent and 95 percent of Maximum Theoretical Density based on the day's Rice Gravity results.

3.7 VERIFICATION TESTING

- A. The Owner may elect to perform verification testing. Test results will be completed and provided no later than the next calendar day. Verification test results will not be substituted for acceptance results.
- B. The verification data will be evaluated on a cumulative basis and not on a lot by lot basis as follows:
 - 1. If the evaluation indicates the test results are consistent (t-test passes), then the Engineer will combine the Contractor's tests into lots for Quality Analysis. The lots will be used by the Engineer to represent the material produced in Quality Analysis.
 - 2. If the evaluation indicates the test results are inconsistent (t-test fails), production shall be stopped. The Engineer will review contractor test procedures, calculations, and documentation to determine the source of the differences. Production will not be allowed to resume until the source of the differences is determined and corrected. If the source of the differences is determined to be caused by the Contractor, the Owner will not grant additional contract time.

3.8 ACCEPTANCE AND PAY FACTORS

- A. Mix Characteristic Acceptance and Pay Factors

Determine the arithmetic mean, \bar{X}

$$\bar{X} = \frac{\sum x_i}{n}$$

Where

Σ = Summation

x_i = Individual test value

n = Total number test values

Compute the sample standard deviation, (S)

$$S = \sqrt{\frac{\Sigma(x_i - \bar{X})^2}{n - 1}}$$

Compute the upper quality index (Q_u).

$$Q_u = \frac{USL - \bar{X}}{S}$$

Where USL = Upper specification limit.

S = Standard deviation

$$Q_L = \frac{\bar{X} - LSL}{S}$$

Compute the lower quality index (Q_L).

Where LSL = Lower specification limit.

S = Standard deviation

Determine P_U (percent within the upper specification limit, which corresponds to a given Q_U) from Table 2. If a USL is not specified, P_U will be 100.

Determine P_L (percent within lower specification limit, which corresponds to a given Q_L) from Table 2. If a LSL is not specified or the specification is zero (0), P_L will be 100.

Determine the Quality Level (QL) (the total percent within the specification limits).

$$\text{Quality Level (QL)} = (P_U + P_L) - 100$$

For air voids, each lot will be assigned a pay factor using the following equation:

$$\frac{55 + (0.5)QL}{100}$$

For all other Quality Characteristics, use the Quality Level as defined previously and determine the pay factor from Table 4.

Table 3**P_U or P_L Percent within Limits for Positive Values of Q_U or Q_L for a given Sample Size (n)**

PWL	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9	n = 10 to 11	n = 12 to 14	n = 15 to 18
100	1.16	1.50	1.79	2.03	2.23	2.39	2.53	2.65	2.83	3.03
99	–	1.47	1.67	1.80	1.89	1.95	2.00	2.04	2.09	2.14
98	1.15	1.44	1.60	1.70	1.76	1.81	1.84	1.86	1.91	1.93
97	–	1.41	1.54	1.62	1.67	1.70	1.72	1.74	1.77	1.79
96	1.14	1.38	1.49	1.55	1.59	1.61	1.63	1.65	1.67	1.68
95	–	1.35	1.44	1.49	1.52	1.54	1.55	1.56	1.58	1.59
94	1.13	1.32	1.39	1.43	1.46	1.47	1.48	1.49	1.50	1.51
93	–	1.29	1.35	1.38	1.40	1.41	1.42	1.43	1.44	1.44
92	1.12	1.26	1.31	1.33	1.35	1.36	1.36	1.37	1.37	1.38
91	1.11	1.23	1.27	1.29	1.30	1.30	1.31	1.31	1.32	1.32
90	1.10	1.20	1.23	1.24	1.25	1.25	1.26	1.26	1.26	1.27
89	1.09	1.17	1.19	1.20	1.20	1.21	1.21	1.21	1.21	1.22
88	1.07	1.14	1.15	1.16	1.16	1.16	1.16	1.17	1.17	1.17
87	1.06	1.11	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
86	1.04	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08	1.08
85	1.03	1.05	1.05	1.04	1.04	1.04	1.04	1.04	1.04	1.04
84	1.01	1.02	1.01	1.01	1.00	1.00	1.00	1.00	1.00	1.00
83	1.00	0.99	0.98	0.97	0.97	0.96	0.96	0.96	0.96	0.96
82	0.97	0.96	0.95	0.94	0.93	0.93	0.93	0.92	0.92	0.92
81	0.96	0.93	0.91	0.90	0.90	0.89	0.89	0.89	0.89	0.88
80	0.93	0.90	0.88	0.87	0.86	0.86	0.86	0.85	0.85	0.85
79	0.91	0.87	0.85	0.84	0.83	0.82	0.82	0.82	0.82	0.81
78	0.89	0.84	0.82	0.80	0.80	0.79	0.79	0.79	0.78	0.78
77	0.87	0.81	0.78	0.77	0.76	0.76	0.76	0.75	0.75	0.75
76	0.84	0.78	0.75	0.74	0.73	0.73	0.72	0.72	0.72	0.71
75	0.82	0.75	0.72	0.71	0.70	0.70	0.69	0.69	0.69	0.68
74	0.79	0.72	0.69	0.68	0.67	0.66	0.66	0.66	0.66	0.65
73	0.76	0.69	0.66	0.65	0.64	0.63	0.63	0.63	0.62	0.62
72	0.74	0.66	0.63	0.62	0.61	0.60	0.60	0.60	0.59	0.59
71	0.71	0.63	0.60	0.59	0.58	0.57	0.57	0.57	0.57	0.56
70	0.68	0.60	0.57	0.56	0.55	0.55	0.54	0.54	0.54	0.53
69	0.65	0.57	0.54	0.53	0.52	0.52	0.51	0.51	0.51	0.50
68	0.62	0.54	0.51	0.50	0.49	0.49	0.48	0.48	0.48	0.48
67	0.59	0.51	0.47	0.47	0.46	0.46	0.46	0.45	0.45	0.45
66	0.56	0.48	0.45	0.44	0.44	0.43	0.43	0.43	0.42	0.42
65	0.52	0.45	0.43	0.41	0.41	0.40	0.40	0.40	0.40	0.39
64	0.49	0.42	0.40	0.39	0.38	0.38	0.37	0.37	0.37	0.36
63	0.46	0.39	0.37	0.36	0.35	0.35	0.35	0.34	0.34	0.34
62	0.43	0.36	0.34	0.33	0.32	0.32	0.32	0.32	0.31	0.31
61	0.39	0.33	0.31	0.30	0.30	0.29	0.29	0.29	0.29	0.29

60	0.36	0.30	0.28	0.27	0.27	0.27	0.26	0.26	0.26	0.26
59	0.32	0.27	0.25	0.25	0.24	0.24	0.24	0.24	0.23	0.23
58	0.29	0.24	0.23	0.22	0.21	0.21	0.21	0.21	0.21	0.21
57	0.25	0.21	0.20	0.19	0.19	0.19	0.18	0.18	0.18	0.18
56	0.22	0.18	0.17	0.16	0.16	0.16	0.16	0.16	0.16	0.15
55	0.18	0.15	0.14	0.14	0.13	0.13	0.13	0.13	0.13	0.13
54	0.14	0.12	0.11	0.11	0.11	0.11	0.10	0.10	0.10	0.10
53	0.11	0.09	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
52	0.07	0.06	0.06	0.05	0.05	0.05	0.05	0.05	0.05	0.05
51	0.04	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NOTE: For negative values of Q_U or Q_L , P_U or P_L is equal to 100 minus the table value for P_U or P_L . If the value of Q_U or Q_L does not correspond exactly to a figure in the table, use the next higher figure.

B. Pay Factors for VMA (SP-3 and SP-4 only) and Density (all mix classes)

Table 4
Pay Factor for a given Sample Size (n) and Quality Level

Pay Factor	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9	n = 10 to n=11	n = 12 to n=14	n = 15 to n=18
1.00	68	74	78	80	81	82	83	84	85	86
0.99	66	72	75	77	79	80	81	82	83	85
0.98	64	70	73	75	77	78	79	80	81	83
0.97	62	68	71	74	75	77	78	78	80	81
0.96	60	66	69	72	73	75	76	77	78	80
0.95	59	64	68	70	72	73	74	75	77	78
0.94	57	63	66	68	70	72	73	74	75	77
0.93	56	61	65	67	69	70	71	72	74	75
0.92	55	60	63	65	67	69	70	71	72	74
0.91	53	58	62	64	66	67	68	69	71	73
0.90	52	57	60	63	64	66	67	68	70	71
0.89	51	55	59	61	63	64	66	67	68	70
0.88	50	54	57	60	62	63	64	65	67	69
0.87	48	53	56	58	60	62	63	64	66	67
0.86	47	51	55	57	59	60	62	63	64	66
0.85	46	50	53	56	58	59	60	61	63	65
0.84	45	49	52	55	56	58	59	60	62	64
0.83	44	48	51	53	55	57	58	59	61	63
0.82	42	46	50	52	54	55	57	58	60	61
0.81	41	45	48	51	53	54	56	57	58	60
0.80	40	44	47	50	52	53	54	55	57	59
0.79	38	43	46	48	50	52	53	54	56	58
0.78	37	41	45	47	49	51	52	53	55	57
0.77	36	40	43	46	48	50	51	52	54	56
0.76	34	39	42	45	47	48	50	51	53	55
0.75	33	38	41	44	46	47	49	50	51	53

C. Calculation of Deduction for SP-2 mixes

1. Pay factors for approaches and miscellaneous paving not placed with mainline paving shall be 1.00.
2. A Composite Pay Factor for Plant Mix Aggregate ($CPF_{(PMA)}$) will be computed as:

$$(PF_{AV}) (0.3) = CPF_{(PMA)}$$

PF_{AV} = Weighted average based on quantity of material in each lot

3. A Composite Pay Factor for Asphalt Binder Content

($CPF_{(ABC)}$) will be computed as:

$$(PF_{AV}) (0.3) = CPF_{(ABC)}$$

PF_{AV} = Weighted average based on quantity of material in each lot

4. A Composite Pay Factor for Density ($CPF_{(Dens.)}$) will be computed as follows:

$$(PF_{AV}) (0.4) = CPF_{(Dens.)}$$

PF_{AV} = Weighted average based on quantity of material in each lot.

5. Calculation of Deduction. The deduction for all Superpave plant mix pavement accepted by the Owner, excluding plant mix pavement for approaches and miscellaneous paving not placed with mainline paving, will be computed using the formula:

$$B = (A) ((CPF_{(PMA)} + CPF_{(ABC)} + CPF_{(Dens.)}) - 1) (Q)$$

B = Total deduction for all Plant Mix Pavement accepted

A = Unit Bid Price

Q = Total Quantity of Plant Mix Pavement accepted

D. Calculation of Deduction for SP-3 or SP-4 mixes

1. Pay factors for approaches and miscellaneous paving not placed with mainline paving shall be 1.00.

2. A Composite Pay Factor for Air Void ($CPF_{(AIR VOID)}$) will be computed as:

$$(PF_{AV}) (0.3) = CPF_{(AIR VOID)}$$

PF_{AV} = Weighted average based on quantity of material in each lot

3. A Composite Pay Factor for VMA ($CPF_{(VMA)}$) will be computed as:

$$(PF_{AV}) (0.3) = CPF_{(VMA)}$$

PF_{AV} = Weighted average based on quantity of material in each lot

5. A Composite Pay Factor for Density ($CPF_{(Dens.)}$) will be computed as follows:

$$(PF_{AV}) (0.4) = CPF_{(Dens.)}$$

PF_{AV} = Weighted average based on quantity of material in each lot

6. Calculation of Deduction. The deduction for all Superpave Hot Mix Asphalt accepted by the Owner, excluding plant mix pavement for approaches and miscellaneous paving not placed with mainline paving, will be computed using the formula:

$$B = (A) ((CPF_{(AIR VOID)} + CPF_{(VMA)} + CPF_{(Dens.)}) - 1) (Q)$$

B = Total deduction for all Plant Mix Pavement accepted

A = Unit Bid Price

7. Q = Total Quantity of Plant Mix Pavement accepted

3.9 INDEPENDENT ASSURANCE

- A. If the acceptance testing cannot be verified by the Owner, the Contractor may, at their expense, have independent assurance on acceptance and verification testing performed by a certified laboratory mutually agreed upon by the Owner and Contractor. The results of independent assurance will not be used as a basis of acceptance.
- B. Dispute Resolution Significant Difference: Table 5 quantifies the significant difference for differing quality assurance measures.

**Table 5
Dispute Resolution Significant Difference**

Characteristic	Significant Difference
Air Voids	0.5 percent
VMA	0.5 percent
Asphalt Content	0.2 percent
Percent Compaction	1 percent
#4 or Larger Sieves	4 percent
#8 to #30 Sieves	3 percent
#50 to #100 Sieves	2 percent
#200 Sieve	1.0 percent
Sand Equivalent	4

Part 4 MEASUREMENT AND PAYMENT

4.1 Use one or more of the following unit bid item(s) as designated on the Bid Schedule.

- A. Superpave HMA: by the ton. Includes all labor, material, and equipment required to perform the work. Work includes Superpave HMA of the class specified, job mix design, additives, loading, hauling, placing, compacting, profiling where applicable, testing the asphalt mix characteristics, coring and filling the holes, testing the density of the mix, and finishing asphalt and all other necessary items required to perform the work as specified. Corrective action for pavement smoothness, if required, is incidental. Saw cutting is incidental to asphalt removal.
 - 1. Bid Schedule Description: Superpave HMA, Class SP-2, 1/2" aggregate...ton (TON)
 - 2. Bid Schedule Description: Superpave HMA, Class SP-2, 1/2" aggregate...square yard (SY)
 - 3. Bid Schedule Description: Superpave HMA, Class SP-2, 3/4" aggregate...ton (TON)
 - 4. Bid Schedule Description: Superpave HMA, Class SP-2, 3/4" aggregate...square yard (SY)

5. Bid Schedule Description: Superpave HMA, Class SP-3, 1/2" aggregate...ton (TON)
 6. Bid Schedule Description: Superpave HMA, Class SP-3, 1/2" aggregate...ton (SY)
 7. Bid Schedule Description: Superpave HMA, Class SP-3, 3/4" aggregate...ton (TON)
 8. Bid Schedule Description: Superpave HMA, Class SP-3, 3/4" aggregate... square yard (SY)
- B. Deductions will be applied in accordance with Section 3.8.

DIVISION 1100 – TRAFFIC

Section 1103 – Construction Traffic Control

Part 3 WORKMANSHIP

3.1 GENERAL

Add the following;

- L. The Contractor shall satisfy the Engineer and the City that all required traffic control materials and devices and temporary signs are at their immediate disposal prior to the Owner issuing the Notice to Proceed.
- M. The Contractor must notify all emergency services with the time and dates of street closures at least 24 hours prior to such closures.
- N. Detours within the limits of the project such as side street crossings, temporary bridges over freshly placed concrete, utilization of one or more lanes of the construction area for maintenance of traffic, and such related facilities for the maintenance of traffic shall be the responsibility of the Contractor. Costs for these items shall be considered incidental to the items in the Bid Schedule.
- O. Access shall be provided to adjacent properties at all times, except when it is impractical to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, placing and curing of curbing, approaches, and sidewalk, and trench excavations which prohibit safe vehicular traffic. Restriction of access to adjacent properties must have prior approval of the Engineer and the City. Written notice must be given by the Contractor to the affected properties at least 48 hours prior to such restriction. Notification must include dates, times, detour routes, and all other pertinent information on the restriction.
- P. Reasonable access shall be provided at all times to emergency services. The Contractor shall give 48 hours notice to all emergency services when access to the project must be restricted as set forth in section 1103.3-1.O.
- Q. Where parking is a hazard to through traffic or to the construction work, it shall be restricted entirely or, at a minimum, during the time when it creates a hazard. The Contractor shall be responsible for obtaining and placing “No Parking” signs in accordance with City code, and shall maintain the signs for as long as they are in operation. In the event that parked vehicles hinder construction, the Contractor is responsible for notifying the owner prior to removal, when the owner can be determined.
- R. The Contractor shall designate a contact person responsible for maintenance of the traffic control devices on the project. The contact person must be available by phone during non-working hours including nights, weekends, holidays, etc. The Contractor will be responsible for making such repairs as may be needed to maintain traffic accessibility and traffic control.

Section 1104 – Permanent Pavement Markings

Part 2 MATERIALS

2.1 PAVEMENT PAINT

Amend paragraph C as follows;

C. Paint Colors;

Paint shall be Columbia Paint Fast Dry Traffic Marking Paint or approved equal. Product numbers are 17-125-CC Yellow and 17-125-CC White.

2.3 THERMOPLASTIC PAVMENT MARKINGS

Amend paragraph A as follows;

A. Reflective thermoplastic pavement markings material to be pre-formed with a minimum thickness of 125 mils. All legends, arrows, and cross walks must be Flint Trading Company Pre-Mark Thermoplastic or approved equal and must meet the following requirements.

Part 3 WORKMANSHIP

3.3 PAINT APPLICATION

Amend paragraph J as follows;

J. Paint shall be applied at a rate that results in at least a 16 mil thickness when wet.

Part 4 MEASUREMENT AND PAYMENT

Amend the entire part as follows;

4.1 Measurement and payment shall be by lump sum unless otherwise specified on the Bid Schedule. Work includes full compensation for all materials, labor and equipment necessary for completing the work and all appurtenances not itemized in the Bid Schedule. If required and not listed in the Bid Schedule, payment shall be considered as incidental to other Bid Items.

STAFF REPORT

DATE: February 13, 2012
TO: General Services Committee
FROM: Kathy Lewis, Deputy City Clerk
RE: Designated Driver Service Licensing

DECISION POINT: Should the City Council consider developing a license requirement for a designated driver service?

HISTORY: Councilman Gookin would like Council consideration on the establishment of a licensing requirement for a designated driver service. Currently the Taxi Company license does not include this service whereby a designated driver service company provides for the owner and his/her vehicle to be driven home as defined by this particular service. Additionally, taxi cab drivers are not licensed by the City of Coeur d'Alene. Councilman Gookin's concern is that of safety for our citizens who would allow a relative stranger to operate their vehicle while transporting the individual home.

PERFORMANCE ANALYSIS: The proposed regulations would require that individual drivers of the designated driver service complete an FBI background check as well as a DMV Driver history check. This would provide a measure of assurance to our citizens that the individual operating their vehicle does not have a criminal history and their driving record would permit them to operate their vehicles.

FINANCIAL ANALYSIS: The cost to the company and driver would be the license fee (staff would propose a \$10 company license and \$5.00 driver license) and \$45.00 for the FBI background check. The cost to the city would be nominal in that the work needed to process the license would be offset by the license fee.

DECISION POINT: Councilman Gookin is recommending that the City Council authorize staff to proceed with the development of a "designated driver service" license regulation.

DATE: FEBRUARY 15, 2012
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MARCH 20, 2012

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-1-12	Zone change from R-1 to R-8 Applicant: Ron Glauser Location: 2101 St. Michelle Drive	Recommended Approval	Quasi-Judicial
ZC-2-12	Zone change from R-12 to R-12 DO-E Applicant: Stu and Callie Cabe Location: 802 E. Young Avenue	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **March 20, 2012.**

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

February 13, 2012
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

CITIZENS PRESENT

Nick Leonard, Item #4

STAFF PRESENT

Steve Anthony, Recreation Director
Kirk Johnson, I.T. Net Administrator
Susan Weathers, City Clerk
Renata McLeod, Project Coordinator
Doug Eastwood, Parks Director
Wes Somerton, Chief Deputy City Attorney
Mike Gridley, City Attorney
Juanita Knight, Senior Legal Assistant
Jon Ingalls, Deputy City Administrator
Bill Greenwood, Parks Superintendent
Troy Tymesen, Finance Director
Wendy Gabriel, City Administrator

**Item 1. Contract Award / Memorial Field Concession.
(Consent Calendar Resolution No. 12-003)**

Steve Anthony is requesting approval for a lease agreement with Gary Stinnett (Porky G's) for the Memorial Field Concession that will expire April 1, 2013. Mr. Anthony noted in his staff report that for over 60 years the concession stand has served all events at Memorial Field and the north side of the City Park. Ruth Barker has leased the stand for the last 12 years. Ms. Barker has decided not to renew her lease. The City advertised for a concessionaire and received three proposals. The highest bidder was Porky G's in the amount of \$3,375 for one year. Porky G's will operate the stand during all activities at Memorial Field and will be open to service events at the City Park. They also plan to expand the menu offering different varieties of barbecue sandwiches.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 12-003 approving a lease agreement with Gary Stinnett (Porky G's) for the Memorial Field Concessions.

**Item 2. Proposed Policy / Artwork Donations, Loans and Exhibits.
(Consent Calendar Resolution No. 12-003)**

Steve Anthony is requesting Council adopt a Policy and Procedures for Artwork Donations, Loans, and Exhibitions on Public Property. Mr. Anthony noted in his staff report that City has had a policy on accepting donations of art. The policy was broad and did not cover some items. The Arts Commission feels the new policy is very specific and gives them better guidelines when making a decision on donations, loans, and exhibitions. With the new ArtCurrents program, the Arts Commission anticipates some pieces currently on display may be donated to the City.

MOTION: by Councilman Adams, seconded by Councilman Edinger, that Council adopt Resolution No. 12-003 adopting a Policy & Procedures for Artwork Donations, Loans, and Exhibitions on Public Property.

Item 3. Declaration of Surplus Property / I.T. Equipment.
(Consent Calendar Resolution No. 12-003)

Kirk Johnson is requesting Council declare a list of unused I.T. equipment as surplus. Staff will then proceed with attempting to auction ,recycle, and ultimately dispose of the equipment. Mr. Johnson noted in his staff report that the equipment on the list has been replaced due to failure or performance issues. Any equipment in working condition is offered to nonprofit agencies after the equipment has been posted online for a minimum of two weeks.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 12-003 declaring the submitted list of unused I.T. equipment as surplus.

Item 4. Proposed Regulations / Designated Driver Service License.
(Consent Calendar)

Kathy Lewis presented a request to authorize staff to proceed with the development of a “Designated Driver Service” license regulation. Mrs. Lewis noted in her staff report that Councilman Gookin would like Council consideration on the establishment of a licensing requirement for a Designated Driver Service. Currently the Taxi Company license does not include this service whereby a designated driver service company provides for the owner and his/her vehicle to be driven home as defined by this particular service. Additionally, taxi cab drivers are not licensed by the City of Coeur d’Alene. Councilman Gookin’s concern is that of safety for our citizens who would allow a relative stranger to operate their vehicle while transporting the individual home. The proposed regulations would require that individual drivers of the Designated Driver Service complete an FBI background check as well as a DMV Driver history check. This would provide a measure of assurance to our citizens that the individual operating their vehicle does not have a criminal history and their driving record would permit them to operate their vehicles.

MOTION: by Councilman Adams seconded by Councilman Edinger, that Council authorize staff to proceed with the development of a “Designated Driver Service” license regulation.

Item 5. Sponsorship Agreement / Coeur d'Alene TV Channel 19.
(Resolution No. 12-005)

Susan Weathers presented a request for Council to consider approving a sponsorship agreement for donations contributing to the airing of certain Coeur d'Alene TV programs. Ms. Weathers noted in her staff report that the CDA TV Committee is recommending an agreement for citizens who wish to support the ongoing televising of City programs as a means to donate funds for this cause. The committee has discussed and recommends approval of the donation amounts for sponsoring certain programs. The Legal Department has reviewed the format of the sponsorship agreement with the only addition that when sponsors are given credit at the end of a program or other times during broadcasting that “the airing of the preceding program was made possible by the following sponsors.” The wording is to clarify that a sponsor is paying for the airing of a program and not the program – e.g. The airing of tonight’s Council meeting was made possible by the following sponsors”. Ms. Weathers also noted that any donations received for Channel 19 CDA TV would be dedicated to the operation and maintenance of that cable channel. This could potentially be a savings to the amount of General Fund dollars currently allocated for CDA TV Channel 19.

MOTION: by Councilman Edinger, seconded by Councilman Adams, that Council adopt Resolution No. 12-005 authorizing the CDA TV Sponsorship Agreement.

**Item 6. Contract / Ginno Construction for 106 Homestead.
(Consent Calendar Resolution No. 12-003)**

Renata McLeod is requesting Council approve a Contract with Ginno Construction, Co. for construction services and rehabilitation at 106 Homestead Avenue, through the use of CDBG funding. Mrs. McLeod noted in her staff report that the Community Development Block Grant (CDBG) Action Plan for Plan Year 2011 included an expense line item for \$72,000 for rehabilitation to city-owned apartment complex at 106 Homestead Avenue. The budget included funding for fencing, exterior building enhancements, landscaping, and interior apartment improvements. The fence has been installed, and a request for quotes for exterior improvements, including landscaping was conducted pursuant to City policies. Interior improvements will be conducted as apartments are vacated. Mrs. McLeod also noted that the City sought quotes pursuant to City guidelines on October 18, 2011 to six area construction companies (with a clarification sent that same day that Davis Bacon would not be applicable to a 7-unit project). Additionally, on November 3, 2011 an addendum was provided to clarify the landscape grading. On November 8, 2011, two quotes were received by the City. Upon clarification of materials used for the retaining wall portion of the quote, the base bids came in at \$30,433.00 and \$42,120.00. Ginno Construction provided the lowest quote, two elective landscape options were added to the base bid (7 planter boxes and 40 additional feet of retaining wall materials) for a total of \$37,783.00. Additionally, an unanticipated expense related to bonding and insurance in the amount of \$2,000.00 is required. Therefore, Ginno Construction had provided the lower quote; including two elective landscaping options and the bonding and insurance expense totaling \$39,783.00.

MOTION: by Councilman Edinger, seconded by Councilman Adams, that Council adopt Resolution No. 12-003 approving a Contract with Ginno Construction for construction services and rehabilitation at 106 Homestead Avenue, through the use of CDBG funding totaling \$39,783.00.

**Item 7. Council Bill No. 12-1002 / One-Way Alleys.
(Agenda)**

Wes Somerton is requesting Council adopt an amendment to City Code Section 10.08.010 designating downtown alley traffic directions as one-way, every day, all day, and repealing 10.08.020. Mr. Somerton noted in his staff report that the alleys in the downtown core currently have signs directing one-way traffic. The current city code only designated one-way traffic direction for the downtown alleys during the daytime business hours and at all other times two-way traffic. This bifurcation of traffic direction has caused confusion for the businesses, public, and law enforcement. Mr. Somerton also noted that the proposal was presented to the Downtown Business Association and Terry Cooper (DTA) has stated the association is in support of the proposed amendment. The current traffic control signs reflect the downtown alleys traffic directions are one-way. The mid-block parking lots do not have signs indicating one-way traffic. Consistent traffic directions will eliminate confusion and provide for better enforcement of traffic violations. Numerous persons have been polled concerning the traffic directions for the downtown alleys and all persons believed the downtown alley traffic directions were one-way all the time.

MOTION: by Councilman Adams, seconded by Councilman Edinger, that Council adopt Council Bill No. 12-1002 approving the amendment to City Code Section 1008.010 designating traffic direction in the downtown alleys, and repealing 10.08.020.

Item 8. Council Bill No. 12-1004 / Amendments to Obscene Conduct Regulations.
(Agenda)

Wes Somerton is requesting an amendment to City Code Section 9.12 by creating a new section 9.12.030 entitled Indecent Exposure Prohibited. Mr. Somerton explained in his staff report that the Coeur d'Alene Police officers commonly run into situations where individuals are willfully exposing genitalia in public. Many times the exposure is to annoy or offend and is not intended to be lewd behavior. The only statute that makes this conduct a crime is disturbing the peace. The existing state statute prohibiting indecent exposure requires the act be willful and lewd. It is the City Attorney's opinion that the adoption of the proposed subsection will provide a more accurate criminal charge for the offense conduct. This proposed amendment will prohibit such unlawful conduct without requiring proof of lewd intent.

MOTION: by Councilman Adams, seconded by Councilman Edinger, that Council adopted Council Bill No. 12-1004 approving the amendment to City Code Section 9.12 by adding a new subsection 9.12.030 entitled Indecent Exposure Prohibited.

Item 9. Agreement Renewal / ROW Adventures use of Independence Point Beach.
(Consent Calendar Resolution No. 12-003)

Doug Eastwood is requesting approval to renew the agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours. Mr. Eastwood noted that this was done on a trial basis in 2010, with an extension of agreement granted in 2011. The City did not receive a single complaint during the 2010, or 2011 season. Mr. Eastwood added that kayaking and paddle boarding is growing in popularity. This opportunity creates another water sport activity for residents and tourists. There is no cost to the City to allow the use; however, since it is a commercial venture, staff is recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement fund. The 2011 season revenues paid to the City were \$781.26.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 12-003 approving the agreement renewal with ROW Adventures for access to Independence Point Beach for the 2012 season.

Item 10. Property Acquisition / 15th Street Property.
(Agenda)

Doug Eastwood stated that the City has an opportunity to purchase 4.857 acres of property for parkland immediately east of Cherry Hill Park on 15th Street. Mr. Eastwood explained that one of the things the City has done for the last 10 to 15 years is be in an acquisition mode of having property to keep up with the needs of the growing community. The standards for acres of developed parkland per population is between 5 and 10 acres of developed parkland per 1,000 population by national standards. The City of Coeur d'Alene set on a goal of 4 acres because the we have more natural amenities in our community that most communities have. Ten to fifteen years ago, the City was behind in that goal. However, we've caught up and today the community is in good shape. This property purchase is an opportunity for the City to keep up with growth. The greater opportunity with this purchase is the location. It is just under 5 acres and sitting next to Cherry Hill Park, which is a great year-round park. The City has been looking at this property for over 9 years.

Councilman Edinger questioned how much money is in the Parks Capitol Improvement Fund (CIF). Mr. Eastwood responded approximately \$400,000 explaining that some of those funds are leveraged for McEuen, and for the 15th Street property. It is also important to note that the CIF generates about \$250,000 a year. Which is more than adequate revenue coming into the account to cover the expenses going out.

Councilman Edinger asked how can the City bind future Council's with the proposed annual payments for the next five years. Mike Gridley, City Attorney, responded that the proposed agreement does anticipate a five year payout. At any point the city council can decide they don't want to pay that. The city would then put themselves in the position of breach of contract. So they would have to work out some arrangement by giving some of the prop back or something. Councilman Edinger commented, then the city could be sued. Mr. Gridley responded yes.

Councilman Edinger questioned how the Parks CIF can fund all the expenses for McEuen as well as this property purchase along with its improvements. Mr. Eastwood responded that these projects will not take every dime out of the CIF. It's important to note that the City has a \$200 million park system that has been funded through the CIF, mostly leveraged against grants and donations. The CIF is set up for acquisition, therefore this is a perfect fit for what is being proposed here.

Councilman Kennedy inquired if any of the Council Members are Eagles members and if that is a conflict of interest. Councilman Edinger responded that he is. Councilman Kennedy and Councilman Adams are not. Mike Gridley responded that there is not a conflict of interest.

Councilman Edinger questioned when the legion baseball field would be move. Mr. Eastwood responded that it would be moved when a new one is in place.

Councilman Edinger questioned who is going to pay for the proposed 2 million dollar legion baseball field on 15th Street? Mr. Eastwood said there is a separate fund raising committee that is working on that. Mr. Eastwood said he has little concern that they won't be able to raise the funds, and that they will be able to do so in a very short period of time.

Councilman Adams said he spoke with Mike Gridley, City Attorney, on Friday about the funding of this proposal. With all the factors involved, he is for the purchase but is against the proposed payment plan and believes it should be bought outright.

Mr. Tyemson, Finance Director, stated that Council, depending on which way they go, if they vote in favor of this, would earmark the money as dedicated in the general fund fund balance ledger to show they are actually making the purchase this year. It would appear as an internal escrow account. Mr. Tymesen noted that the Eagles have been very open to assisting in making this happen. As Finance Director, I do everything I can to keep the cash opposed to getting rid of cash. Plus, there is no interest on this arrangement. If we were totally being challenged on the way in which we acquire it, with that kind of down payment, it would be his suggestion that they finish the purchase with the cash on hand. As a Director of Finance, if the City can offer an arrangement that allows us to take advantage of some time, he believes that times will get better, they'll now more as they go forward. Very few organization in the world today are asked to go buy a long term asset and pay for it all with cash and a short term frame.

Councilman Edinger said that he does not recall a current Council ever committing to an expenditure for future Councils. Mr. Tymesen stated that he's never challenged the Council to borrow from another fund. Prior to his employment with the City, money was borrowed from utility funds, as an internal mechanism, to cover cash flow challenges in the General Fund.

Councilman Kennedy asked if the money is available why not just pay for it? Mr. Tymesen stated, again, the control of the cash is very important. That is an option, should the Council decide it. However, it is critical that the Council understand how favorable this partnership is.

Councilman Kennedy asked if the baseball field is not moved to 15th Street, is this property still valuable to the City? Mr. Eastwood responded that this is land that he would personally recommend that the City acquire, regardless of anything else going on. This is a great addition to Cherry Hill Park with one of the best partners that the City could have. The eagles are going to retain the structures & maintain the property that they have, which is a perfect complement to the park.

Councilman Edinger stated that he is opposed to this proposal due to the potential financial burdens the City may have in the future, with the issue of financially binding future Council's, the cost of this proposal as well as being opposed to moving the legion baseball field.

Councilman Adams believes the proposed funding plan makes perfect sense for a business. However, this is Government, not a business. He fully supports the purchase as long as its bought outright.

MOTION: by Councilman Adams, seconded by Councilman Kennedy, that Council authorize acquisition of 4.857 acres of parkland adjacent to Cherry Hill Park with the purchase being made out right, not on an extended payment plan.

Discussion: Councilman Edinger stated that this is just wrong.

The meeting adjourned at 1:00 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

STAFF REPORT

DATE: October 10, 2011

TO: General Services Committee

FROM: Susan Weathers, City Clerk on behalf of
CDA TV COMMITTEE

RE: Sponsorship Agreement

DECISION POINT: The CDA TV Committee is requesting that the General Services Committee consider recommending the adoption of a resolution for the attached sponsorship agreement for donations contributing to the airing of certain CDA TV programs.

HISTORY: The CDA TV Committee is recommending an agreement for citizens who wish to support the ongoing televising of City programs as a means to donate funds for this cause. The committee has discussed and recommends approval of the donation amounts for sponsoring certain programs as listed on the attached form. The Legal Department has reviewed the format of the sponsorship agreement with the only addition that when sponsors are given credit at the end of a program or other times during broadcasting that “the airing of the preceding program was made possible by the following sponsors.” The wording is to clarify that a sponsor is paying for the airing of a program and not the program – e.g. The airing of tonight’s Council meeting was made possible by the following sponsors”.

PERFORMANCE ANALYSIS: By creating this policy and agreement, it establishes a consistency in the amount a donation would be needed in order for a sponsor’s name to appear with the airing of certain programs.

FINANCIAL ANALYSIS: Any donations received for Channel 19 CDA TV would be dedicated to the operation and maintenance of that cable channel. This could potentially be a savings to the amount of General Fund dollars currently allocated for CDA TV Channel 19.

DECISION POINT: CDA TV Committee recommends that the General Services Committee recommend the City Council adopt a resolution authorizing the CDA TV Sponsorship Agreement.

RESOLUTION NO. 12-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE CDA TV SPONSORSHIP PROGRAM AND AGREEMENT FOR CONTRIBUTING TO UNDERWRITE THE AIRING OF CERTAIN CDA TV PROGRAMS.

WHEREAS, the CDA TV Committee has recommended that the City of Coeur d'Alene approve the CDA TV Sponsorship Program, including the Agreement and donation amounts attached hereto as Exhibit "A"; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby approves the CDA TV sponsorship program and authorizes a Sponsorship Agreement in substantially the form attached hereto as Exhibit "A".

DATED this 21st day of February, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

- COUNCIL MEMBER GOODLANDER Voted _____
- COUNCIL MEMBER MCEVERS Voted _____
- COUNCIL MEMBER GOOKIN Voted _____
- COUNCIL MEMBER KENNEDY Voted _____
- COUNCIL MEMBER ADAMS Voted _____
- COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

SPONSORSHIP AGREEMENT



City of Coeur d'Alene

710 East Mullan
Coeur d'Alene, ID 83814
Ofc 208-769-2231 * 208-769-2388 fax
www.cdavid.org

Sponsor _____
Physical Address _____
Mailing Address _____
City, State, Zip _____

Date _____
Contact Name _____
Telephone _____
Cell _____
Fax Number _____
E-Mail _____

	<u>From</u>	<u>To</u>	<u>Pledge</u>	<u>Amount</u>
<u>Friends of Channel 19</u>			\$50.00 yr	\$50.00
<u>City of Coeur d'Alene</u> (see attached scheduling)				
___ City Council Meeting			\$25.00 mo	
___ City Planning Commission Meeting			\$15.00 mo	
___ Parks & Rec Commission Meeting			\$15.00 mo	
___ Coffee with the Mayor			\$20.00 mo	
___ L.C.D. C. Board Meeting			\$15.00 mo	
___ General Services			\$15.00 mo	
___ Public Works			\$15.00 mo	
<u>City of Hayden</u> (see attached scheduling)				
___ Hayden City Council Meeting			\$25.00 mo	
<u>North Idaho College</u> (see attached scheduling)				
___ NIC Board Meeting			\$20.00 mo	
___ NIC Today - President's show			\$20.00 mo	
<u>School District 271</u> (see attached scheduling)				
___ SD - 271 Board Meeting			\$20.00 mo	
<u>Additional Special Programming</u>				
___ (List program/s) _____				
___ Renewal - No Changes	___ Renewal - Changes	Total Due		
___ Production Work Request	___ Will Submit Completed Work	Date Due		

Cd'A TV's Policies

1. Cd'A TV reserves the right to reject any sponsorship at any time. Such omission shall not constitute a breach of this contract.
2. Cd'A TV shall not be liable for any failure to run accepted sponsorship if such failure is due to acts of God, strikes, accidents or other circumstances beyond Cd'A TV's control.
3. All cancellation requests must be submitted in writing. Such cancellation may be assessed fees and costs incurred to the point of cancellation.
4. In consideration of airing a sponsorship, the sponsor shall indemnify and hold harmless Cd'A TV and the City of Coeur d'Alene, without limitations, claims or suits of libel, violation of rights of privacy, copyright infringement or plagiarism.
5. Sponsor agrees that Cd'A TV has the right to refuse any copy considered unsuitable for the programming without affecting the terms of this contract.
6. Cd'A TV shall not be held responsible for sponsorship information submitted by the sponsor.
7. Checks may be made out to City of Coeur d'Alene.

Sponsor acknowledges he/she received a copy of this agreement and has read, understands and agrees to the terms and conditions set forth.

Signed: _____ Date: _____
 Sponsor

Signed: _____ Date: _____
 Cd'A TV

Staff Report

Date: January 23, 2012
To: General Services Committee
From: Wes Somerton – Chief Criminal Deputy City Attorney
Subject: Downtown Alley Traffic Direction

Decision Point:

To approve an amendment to city code 10.08.010 designating downtown alley traffic directions as one-way every day, all day; and repealing 10.08.020.

History:

The alleys in the downtown core currently have signs directing one-way traffic. The current city code only designated one-way traffic direction for the downtown alleys during the daytime business hours and at all other times two-way traffic. This bifurcation of traffic direction has caused confusion for the businesses, public and law enforcement.

Financial Analysis:

There would be some costs for additional signs, but no other costs should be anticipated. The additional signage will need to be placed directing traffic from mid-block parking lots.

Performance Analysis:

The proposal has been presented to the Downtown Business Association. Terry Cooper from the Downtown Association has stated the association is in support of the proposed amendment. The current traffic control signs reflect the downtown alleys traffic directions are one-way. The mid-block parking lots do not have signs indicating one-way traffic. Consistent traffic directions will eliminate confusion and provide for better enforcement of traffic violations. Numerous persons have been polled concerning the traffic directions for the downtown alleys and all persons believed the downtown alley traffic directions were one-way all the time.

Decision Point:

Approve the proposed amendment to city code 10.08.010 designating traffic direction in the downtown alleys, and repealing 10.08.020.

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1002

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.08.010 ONE-WAY ALLEYS DESIGNATING DOWNTOWN ALLEY TRAFFIC DIRECTIONS AS ONE-WAY, EVERY DAY, ALL DAY AND REPEALING SECTION 10.08.020 ENTITLED TWENTY FOUR HOUR RESTRICTION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1 . *That Coeur d'Alene Municipal Code Section 10.08.010, is hereby amended to read as follows:*

10.08.010 – ONE-WAY ALLEYS DESIGNATED:

~~Between the hours of six o'clock (6:00) A.M. and six o'clock P.M., except Sundays and holidays, Twenty four (24) hours per day, all days including holidays,~~ motor vehicles are restricted to one-way traffic on the following alleys and to the following direction of traffic:

- A. In the alley between Sherman Avenue and Front Avenue from Fifth to Third Street, the direction of traffic shall be in a westerly direction only;
- B. In the alley between Sherman Avenue and Lakeside Avenue from Second Street to ~~Seventh~~ Eighth Street, in an easterly direction only;
- C. In the alley between Lakeside Avenue and Coeur d'Alene Avenue from Fifth Street to Third Street, in a westerly direction only.

SECTION 2 . *That Coeur d'Alene Municipal Code Section 10.08.020, is hereby repealed:*

10.08.020: ~~TWENTY FOUR HOUR RESTRICTION:~~

~~Twenty four (24) hours per day, all days including holidays, motor vehicles are restricted to one-way traffic in an easterly direction in the alley between Sherman Avenue and Lakeside Avenue from Seventh Street to Eighth Street.~~

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

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

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

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

APPROVED, ADOPTED and SIGNED this 21st day of February, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 10.08 ONE-WAY ALLEYS

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.08.010 ONE-WAY ALLEYS DESIGNATING DOWNTOWN ALLEY TRAFFIC DIRECTIONS AS ONE-WAY, EVERY DAY, ALL DAY AND REPEALING SECTION 10.08.020 ENTITLED TWENTY FOUR HOUR RESTRICTION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Chapter 10.08 One-Way Alleys, 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 21st day of February, 2012.

Wesley Somerton, Chief Deputy City Attorney

Staff Report

Date: January 19, 2012
To: General Services Committee
From: Coeur d'Alene City Attorney's Office – Criminal Division
Subjects: Amending City Code 9.12 Obscene Conduct

Decision Point:

Adopt code amendment creating subsection 9.12.030 Obscene Conduct to include Indecent Exposure.

History:

Coeur d'Alene Police officers commonly run into situations where individuals are willfully exposing genitalia in public. Many times the exposure is to annoy or offend and is not intended to be lewd behavior. The only statute that makes this conduct a crime is disturbing the peace. The existing state statute prohibiting indecent exposure requires the act be willful and lewd. It is the City Attorney's opinion that the adoption of the proposed subsection will provide a more accurate criminal charge for the offense conduct. This proposed amendment will prohibit such unlawful conduct unlawful without requiring proof of lewd intent.

Financial Analysis:

A violation will be a general misdemeanor under the existing city code. Law Enforcement is already dealing with this type of behavior in the community so it is budget neutral as to impact on the Coeur d'Alene Police Department and is budget neutral for impact on the Coeur d'Alene City Attorney's Office.

Performance Analysis:

The proposed amendment will provide the Coeur d'Alene Police Department with a more specific prohibition of conduct than currently allowed under state statute. By having an ordinance that specifically addresses this behavior an officer will be able to more accurately criminally charge for the prohibited conduct.

Decision Point/Recommendation:

Authorize the proposed amendment to City Code 9.12 Obscene Conduct by amending and adding subsection 9.12.030 Indecent Exposure.

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1004

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 9.12 – OBSCENE CONDUCT BY ADDING A NEW SECTION ENTITLED INDECENT EXPOSURE PROHIBITED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That a new Section 9.12.030, entitled Indecent Exposure Prohibited, is hereby added to the Coeur d'Alene Municipal Code as follows:*

9.12.030 INDECENT EXPOSURE PROHIBITED:

It shall be unlawful for any person to willfully:

- (1) Expose his or her genitals in any public place, or in any place where there is present another person or persons who are offended or annoyed thereby; or,
- (2) Procures, counsels, or assists any person so as to expose his or her genitals, where there is present another person or persons who are offended or annoyed thereby.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 21st day of February, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 9.12 by adding a new section entitled
INDECENT EXPOSURE PROHIBITED

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 9.12 – OBSCENE CONDUCT BY ADDING A NEW SECTION ENTITLED INDECENT EXPOSURE PROHIBITED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Chapter 9.12 by adding a new section entitled Indecent Exposure Prohibited, 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 21st day of February, 2012.

Wesley Somerton, Chief Deputy City Attorney

**PARKS & RECREATION COMMISSION
STAFF REPORT**

February 7, 2012

From: Doug Eastwood, Parks Director

RE: PROPERTY ACQUISITION

Decision Point: Recommend to City Council to acquire 4.857 acres for parkland immediately east of Cherry Hill Park on 15th Street.

History: Approximately nine years ago the Parks Director and Recreation Director met with the CDA Eagle's Board members to inquire of the possible acquisition of the above mentioned property. The re-development, or improvement, of McEuen Field was a goal of LCDC at the time they were formed. LCDC has also been looking for property to accommodate baseball but nothing has materialized in their districts. In 2011 the CDA Eagles contacted the Parks Department to discuss the possible acquisition of the property and for it to serve as a potential replacement site for baseball at McEuen Field.

Financial Analysis: The appraisal of the property, in April of 2011, was \$440,000. Staff and the Eagles Board have discussed a \$180,000 down payment with an annual payment of \$52,000 for the next five years. The CIF generates approximately \$250,000 annually which is the source of the annual payments for the next five years. The down payment for the acquisition of the land would come from the General Fund Fund Balance. The property fronts 15th Street and that road may be scheduled for street improvements as early as 2013. The adjacent property owner is responsible for those improvements. The adjacent property owner is the City of Coeur d'Alene. The estimated cost of the street improvements is \$128,310 and that cost will be paid from the General Fund Fund Balance and reimbursed by the Parks CIF. The annual payment will come for the Parks CIF.

Performance Analysis: The City of Coeur d'Alene adopted an acquisition and development ratio for its citizenry to be 4 acres per 1,000 population of developed parkland. Today that ratio is approximately 4.2 acres per 1,000 population with a continuous population growth rate. Acquisition and development of parkland is necessary for a community to maintain its quality of life, provide outdoor recreation opportunities, and promote a healthy lifestyle for its citizenry. Keeping up with population growth and the acres/1,000 ratio also helps to keep other parks from being over-used and prematurely worn out. Developed parkland also assists the overall economic health of a community through events and other uses which brings new money into the community. This land acquisition is a very good addition to Cherry Hill Park.

Decision Point: Recommend to the City Council to authorize acquisition of 4.857 acres of parkland adjacent to Cherry Hill Park.



CITY OF COEUR D'ALENE

PARKS DEPARTMENT

CITY HALL, 710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83816-3964
208-769-2252 – FAX 208-769-2383

PARKS & RECREATION COMMISSION MINUTES FEBRUARY 7th, 2012 - 5:30 P.M. COMMUNITY ROOM – LIBRARY

MEMBERS PRESENT:

Scott Cranston, Chairman
Mike Kennedy
Ginny Tate
Dave Patzer
Jim Lien

STAFF PRESENT:

Doug Eastwood, Parks Director
Steve Anthony, Recreation Director
Bill Greenwood, Parks Superintendent
Chenoa Dahlberg, Parks Administrative Assistant

GUESTS:

Dick Stauffer
Ron Ouren

CALL TO ORDER: Chairman Cranston called the meeting to order at 12:05 p.m.

1. ROLL CALL

Five members were present, resulting in an official quorum.

2. CONFLICT OF INTEREST DECLARATION

It was stated that Chairman Cranston, Commissioner Patzer and Commissioner Lien are all members of the Eagles. However, there are no conflicts of interest since this decision does not personally benefit them.

3. PUBLIC COMMENT

There were no public comments.

4. PROPERTY ACQUISITION

Doug gave an overview of the property acquisition on 15th Street adjacent to Cherry Hill Park and advised the commission that this acquisition is great for this park and for keeping up with the ratio of developed parks per 1,000 population. He added that this has been looked at for a possible baseball field and a conceptual plan is being worked on at this time.

Since then the Eagles have remodeled their location downtown and will be keeping their Lodge there. The Eagles will be keeping their gazebo and small area in the top left corner, or the flag lot that has been created with the short plat. The requested payment scheduled from the Eagles is to have an \$180,000 down payment and then \$ 52,000 a year for the next five years. He added that the required utility, street and sidewalk improvements would become our responsibility, since we would now be the owner of the property. That estimated amount from Welch-Comer was \$128,000. This includes Curbs, a bike path and road improvements as well as the water, sewer, irrigation and fire hydrants for both lots.

Commissioner Patzer asked about the reimbursement timeline. There was concerns about the \$ 128,000 amount and if it was accurate. Doug passed around the engineering estimates that were provided to him. He added that bids have to go out and that we do find that they come in for less. However, this includes 440 of frontage on 15th Street that needs improvements, a 12 foot wide bike path, and the utility connections for both parcels.

Doug added that when the Eagles put the utility lines in to the existing building, they picked the path of least resistance. Those lines are located on the parcel of interest and would need to be relocated onto the parcel the Eagles would be keeping.

Chairman Cranston asked about the Eagles responsibility on their remaining portion along 15th, and whether they would be responsible for those improvements or not. Doug stated that the street improvements to the Eagles property were not included in the proposal.

Chairman Cranston asked about the joint use agreement regarding the parking area. Doug stated that there would be an MOU. Commissioner Patzer asked about the additional parking on the new parcel. Doug stated there would be approximately 60 more parking spaces. Commissioner Patzer asked if this property was within or outside the city limits. Doug stated that it is within city limits.

There was still concern amongst the commission about the cost of the street improvements. Dick Stauffer explained that this amount was a placeholder to ensure there would be enough funds for the utilities and street improvements, as well as working with the power company regarding the utility lines that come onto the property. He did add that the power company would be approached about moving the lines as an in-kind donation.

Commissioner Patzer asked if it was within LWCF's (Land & Water Conservation Fund) boundaries. Doug said that LWCF only had a small degree to do with the development in Cherry Hill, specifically regarding the Tennis Courts. They would have no bearing on this parcel.

Chairman Cranston raised concerns about the building height restriction in the deed, one document had a 15 foot limit that was crossed out and another document still had the height limit. Doug said that this was probably cut and pasted into the document unintentionally and he would look into it.

Doug had Dick Stauffer present the different options that this property would provide us if acquired.

Dick presented a power point presentation covering the uses for the site. He added that Ron Ouren had been heading up user groups to find out what types of amenities would be wanted at this site if a ballpark was built. He went into detail about having a ballpark on this site and the amenities it would provide. He added that the Northeastern orientation was the most preferred because it would allow more area for an out of play area along 15th Street. He added that it was a very friendly layout for all types of events and group sizes. It was added that the orientation of the stadium would allow a prime advertising spot that is viewable from I-90. This provides a huge sponsorship potential at this site.

Dick added that a huge selling point to this would be the synthetic turf that is proposed if the stadium goes in. This would allow for earlier playing seasons as well as various types of events. This stadium would allow for all levels of softball and baseball, as well as soccer and other events. This has the potential to be a prime location for tournaments, play-off events as well as other gatherings. And being next to Cherry Hill Park this enhances the family activities already at this site. BMX, disc golf, tennis, dog park, etc...

Chairman Cranston had a concern as to whether or not the field layout would encroach onto the remaining property the Eagles would be retaining. Dick said it would not encroach onto that property, but rather onto the existing Cherry Hill site. Chairman Cranston asked Ron Ouren to comment on the proposal. Ron stated that he is very excited about the opportunity and the programs it would provide the community. He added that he sees this as a vital piece of property to enhance what is already there, as well as a tremendous addition to the community as a whole, as well as the baseball community. He has spoken with American Legion and they have discussed having flags of the different services on site.

Commissioner Lien added that it makes sense to purchase this property. He made the following motion:

The Coeur d'Alene Parks and Recreation Commission recommends to City Council the acquisition of the parcel adjacent to Cherry Hill Park, contingent upon the appropriate building height being referenced in the deed according to the appropriate zoning restrictions for this parcel. (Note: Doug spoke with planning and there is no such height restriction for this site)

Commissioner Kennedy seconded the motion. Discussion included comments from Commissioner Kennedy regarding his love for the ball-field layout and how important this land is to have for any type of future park development. Chairman Cranston added that he sees this as a beneficial addition to the Cherry Hill Site. Commissioner Patzer added that if this parcel had been available for purchase when Cherry Hill was developed, that it would have been acquired at that time. Commissioner Cranston also commented that the Parks Capital Improvement Fund is for the development and acquisition of land, and that there is an interest to acquire parcels that benefit the community. It was added by all the commission members that this site provides a nice setting for a variety of uses.

Chairman Cranston asked for a vote. All were in favor, motion passed unanimously.

5. OTHER BUSINESS

Commissioner Patzer commended Ron Ouren and Miller Stauffer for working up the models and diligently help create value in our community.

6. MEETING

The next regularly scheduled meeting will be held on February 27th, 2012 at 5:30 p.m. in the Library Community Room.

Motion was made at 1:13 p.m. by Commissioner Patzer to adjourn the meeting. Motion was seconded by Commissioner Tate. Motion passed.

February 13, 2012
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers
Council Member Dan Gookin
Council Member Deanna Goodlander

STAFF PRESENT

Amy Ferguson, Executive Assistant
Gordon Dobler, Eng. Svcs. Director
Jon Ingalls, Deputy City Administrator
Jim Remitz, Utility Project Mgr.
Wendy Gabriel, City Administrator
Troy Tymesen, Finance Director
Jim Markley, Water Superintendent
Warren Wilson, Dep. City Atty

**Item 1 Adoption of 2008 Idaho Standards for Public Works Construction (ISPWC) and
 Amendments**
Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for adoption of the 2008 Idaho Standards for Public Works Construction (ISPWC) and the proposed amendments. Mr. Dobler stated in his staff report that the City has used the ISPWC as its standard for constructing public infrastructure for many years. As the manual is updated, staff reviews the updates and brings them forward for adoption. In addition, staff has developed some amendments specific to the city's needs. Adoption of the 2008 ISPWC is necessary to insure that construction of the public infrastructure meets industry standards and the standards of Coeur d'Alene.

Mr. Dobler noted that most of the changes have to do with the new asphalt "super pave" specs, and that the city has been using most of the amendments on their contracts for the last couple of years. They are bringing them forward to officially adopt them so they can hold developers to the standards. He further said that the last official standard was adopted in May of 1993 (the 1990 Standards), but they have been using the most current version of the standards in their contracts.

Councilman Gookin asked why the city wasn't using the 2010 Standards. Mr. Dobler said they have heard about the 2010 Standards but they haven't actually seen the amendments yet. It typically takes a couple of years for the standards to be produced and reviewed.

Councilman McEvers asked if the city also does locates when working on streets. Mr. Dobler said that the city is required by law to do it, and the contractors are also required to do utility locates. If they don't do a locate and hit something, then they are liable for the damage.

Councilman McEvers asked about the requirement that the contractor provide quality control during paving. Mr. Dobler clarified that the city has inspectors, but the quality control language is more specific to testing. The city does not assist in testing.

Councilman McEvers asked about the language in the staff report that said that fiscal responsibility is minimal. Mr. Dobler said that the city has already been requiring most of the standards, with the

exception of the asphalt and “super pave” specs. The adoption of the 2008 Standards is just a memorialization. It might affect the cost of the bid but it’s more about the quality of work.

MOTION by Councilman Mcevers, seconded by Councilman Gookin, to recommend that Council approve Resolution No. 12-004 adopting the 2008 Idaho Standards for Public Works Construction (ISPWC) and the proposed City of Coeur d’Alene amendments. Motion carried.

**Item 2 Professional Engineering Services Agreement with J.U.B. Engineers, Inc. for the 2012 Wastewater Collection System Capital Improvements
Consent Calendar**

Jim Remitz, Utility Project Manager, presented a request for approval of a Professional Engineering Services Agreement with J.U.B. Engineers, Inc. for 2012 Wastewater Collection System Capital Improvements, at a cost not to exceed a total of \$160,500. Mr. Remitz noted in his staff report that J.U.B. Engineers has successfully completed the 2009 through 2011 Professional Services Agreements with the city Wastewater Utility for providing the necessary professional services for the Cured-In-Place-Pipe (CIPP), Open Trench Sewer Rehabilitation, GIS Upgrades, and Inflow Corrective Actions. Staff would like to amend the 2009 contract for one (1) additional year. These projects build upon preliminary design work completed by J.U.B. Engineers in prior years and utilize unused budget from last year’s contract. Adequate funding for this Professional Services Agreement is available from the approved 2011-2012 Wastewater Operating Fund budget. Mr. Remitz also noted that due to their experience, knowledge, and familiarity of the wastewater collection system, the Wastewater Utility staff would recommend maintaining the continuity of J.U.B. Engineers’ services for the design and construction management of the capital improvements proposed for 2012.

Councilman Gookin asked if the services provided for in this contract were for work that was required in the previous contract that wasn’t completed, or is it new work. Mr. Remitz confirmed that it is new work, but builds on previous engineering done in the previous amendments.

Councilman Gookin asked if this is an ongoing thing that will happen again next year? Mr. Remitz replied that, yes, they budget money every year for sewer rehabilitation or replacement. Councilman Gookin asked why this wasn’t just a multi-year bid to start with. Mr. Remitz said that they have been extending it because the scope of the work has been similar through the years. He believes they will go out for proposals for professional services and will redo the RFP this fiscal year.

Councilman Gookin noted that the contract amount was a lot less than what was budgeted. Mr. Remitz clarified that the money that was budgeted was for the design, and the construction. This contract is just for the design phase.

Councilman McEvers asked if this was part of the master plan that was approved not too long ago, and is this work generated from the master plan. Mr. Remitz responded that when staff does the master planning, they can identify pipes that are undersized or in poor condition. The master plan plays into prioritizing these projects.

Mr. Remitz confirmed that the Wastewater Department doesn’t dig pipe or perform construction tasks but, instead, relies on competitive bids.

MOTION by Councilman Gookin, seconded by Councilman McEvers, to recommend that Council approve Resolution No. 12-003 authorizing a Professional Engineering Services Agreement with J.U.B. Engineers, Inc., pending legal department review, for the 2012 Wastewater Collection System Capital Improvements at a cost not to exceed \$160,500. Motion carried.

**Item 3 Approval of Budgeted Vehicle Purchases for Water Department.
Agenda Item**

Terry Pickel, Assistant Water Superintendent, requested council approval of the purchase of a 2012 Dodge 1500 pickup from Dave Smith Motors and a Dodge 3500 cab/chassis from Mountain Home Auto Ranch, current State Bid vendors.

Mr. Pickel noted in his staff report that the Water Department routinely budgets annually for rolling stock replacement. Staff utilized the Idaho State Vehicle Bid to establish a base vehicle specification and then also solicited quotes from local Dodge, Chevrolet, and Ford vendors. None of the other local vendors was able to meet the lowest State Bid price which was for Dodge vehicles.

The trucks being replaced will be made available to other city departments for addition to their fleet. Mr. Pickel's staff report also noted that utilizing the state bid offers several advantages for the city. Specifically, the state bid has already performed all of the administrative work required to bid, evaluate and award contracts. The contracts ensure that all vehicles bid are of similar types and duty range and any desired option is equally accounted for. This saves countless hours in administrative time and offers the most cost effective and quality vehicles to the City. The City can also use these specifications to solicit quotes from local vendors as well. This gives them the chance to compete and keep City business as local as possible.

Councilman Goodlander noted that this request is for budgeted vehicle purchases, which don't necessarily have to come to a committee ahead of time and can go directly on the consent calendar. However, she feels that there needs to be a discussion about the bid process at the council level.

Mr. Markley discussed the bid procedures. Their philosophy is they look for the best price, on behalf of their rate payers. They use the state bid to figure out what is a good price and will request quotes from local vendors and encourage them to meet the state price, but the bottom line is they are going for the best price. The state bid price is available to the local vendors.

Mr. Pickel said that the state bid was developed in 2007 and modeled off of a Washington State bid. Previous to that there was a voucher system that was used. The state bid system was developed to give entities within the state a good local price on vehicles. The contract includes manufacturer's destination charge, manufacturer's government bid assistance, and dealer's listed margin. Approved entities can either purchase directly from the state bid or take it to local vendors.

The Water Department's process is they develop specifications for local quotes from the state bid because they have done all the leg work for them. They also double check internet pricing to see if they can get a better deal. They give local vendors the spec sheet so they can bid off the manufacturer's listing and utilize the state bid and local vendor quotes to determine the best price. Once that is done they send it to the consent calendar if it is under budget. In the past three years they have purchased four vehicles and a local vendor has been successful in selling us a vehicle each time. The lowest state bid this year was for a Dodge pickup truck. The local Dodge dealership sold their franchise to a new dealer in Post Falls and they are in the process of getting set up. Mr. Pickel worked with them for over a month, and didn't get a

quote after the final deadline. He checked regarding the other dodge dealer to see if they could provide a quote as well, but according to state contract, they can't compete against each other in submitting quotes.

Mr. Pickel confirmed that routine maintenance service is performed in-house, and any special maintenance is provided by a local dodge dealership. They try to work with the local vendors as much as possible.

Mr. Tymesen reviewed the city's own guidelines regarding obtaining quotes from local vendors and Mr. Wilson reviewed the state statutes regarding bidding.

Councilman Goodlander asked for public comment. Mr. Frank Orzell said that it sounds like the policy is right on target. He expressed a very strong support of the way the process works right now.

MOTION by Councilman McEvers, seconded by Councilman Gookin, to recommend that Council authorize the purchase of a 2012 Dodge 1500 pickup from Dave Smith Motors for \$19,550.39, and a Dodge 3500 cab/chassis from Mountain Home Auto Ranch for \$22,409.66, the current State Bid vendors. Motion carried.

The meeting adjourned at 4:41 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**CITY COUNCIL
STAFF REPORT**

DATE: February 7, 2012
FROM: Terry W. Pickel, Assistant Superintendent, Water Department
SUBJECT: **Approval of budgeted vehicle purchases.**

DECISION POINT:

Staff is requesting Council approval to purchase a 2012 Dodge 1500 pickup From Dave Smith Motors and a Dodge 3500 cab/chassis from Mountain Home Auto Ranch, current State Bid vendors.

HISTORY:

The Water Dept. routinely budgets annually for rolling stock replacement. For fiscal year 2012 we are planning to replace a 1999 Ford F150 pickup and a 1995 GMC flatbed. Typically staff schedules to replace these vehicles when they near or exceed 100,000 miles and/or 10 years of service, dependent on severity of use. These two vehicles now meet exceed one or both of those criteria. Staff utilized the Idaho State Vehicle Bid to establish a base vehicle specification and then also solicited quotes from local Dodge, Chevrolet and Ford vendors. Usually a local vendor can meet the lowest State Bid price so we prefer to purchase locally if possible. However, this year the Dodge franchise switched vendors and the new local vendor chose not to submit a quote. None of the other local vendors was able to meet the lowest State Bid price which was for Dodge vehicles.

FINANCIAL ANALYSIS:

The Water Dept. currently has an approved line item in the budget for fiscal year 2011-2012 for purchase of replacement rolling stock. The current budget line item is \$60,000.00. The State bid for the Dodge 1500 series truck with all applicable fees included was for \$19,550.36 from Dave Smith Motors of Kellogg. Lakecity Ford quoted an equivalent F150 for \$20,446.00 and Knudtsen Chevrolet quoted an equivalent 1500 series for \$22,500.00. The State bid for the Dodge 3500 series cab/chassis with all applicable fees included was for \$22,409.66 from Mountain Home Auto Ranch. Lakecity Ford quoted an equivalent F350 for \$22,711.00 and Knudtsen Chevrolet quoted an equivalent 3500 series for \$23,900.00. The trucks being replaced will be made available to other city departments for addition to their fleet.

PERFORMANCE ANALYSIS:

Utilizing the state bid offers several advantages for the City. Specifically, the state bid has already performed all of the administrative work required to bid, evaluate and award contracts. The contracts ensure that all vehicles bid are of similar types and duty range and any desired option is equally accounted for. This saves countless hours in administrative time and offers the most cost effective and quality vehicles to the City. The City can also use these specs to solicit quotes from local vendors as well. This gives them the chance to compete and keep City business as local as possible.

QUALITY OF LIFE ANALYSIS:

As a continuing practice to provide high quality services to our customers for an affordable utility rate, the Water Department must continually seek the most effective cost reduction measures available while maintaining the highest level of performance. The Water Department rolling stock plays an integral role in timely response for customer service and system maintenance. Continual use of an aging fleet requires more frequent and costly maintenance and repairs thereby driving up operating costs. By replacing the rolling stock prior to the need for major repairs, operating costs are reduced thus requiring less long term revenue adjustments. The lower initial purchase price also plays a key role in keeping the overall operating costs even lower.

DECISION POINT/RECOMMENDATION:

Staff requests authorization from City Council to purchase a 2012 Dodge 1500 pickup From Dave Smith Motors for \$19,550.39 and a Dodge 3500 cab/chassis from Mountain Home Auto Ranch for \$22,409.66, the current State Bid vendors.

OTHER BUSINESS

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1005

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 C-17L (LIMITED COMMERCIAL AT 17 UNITS/ACRE) AND LM (LIGHT MANUFACTURING) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/-6.79 ACRES IN PARCELS CURRENTLY ZONED LM & C-17L WITHIN THE NORTH IDAHO COLLEGE EDUCATION CORRIDOR; 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:

FT SHERMAN ABAND MIL RES, PTN OF TX #22392 IN N2-LTS 16 & 17 INSIDE CITY URD LAKE DISTRICT 1997, TOGETHER WITH TAYLORS PARK ADD TO CDA, LTS 1-4, 13-16 & VAC ALLEY ADJ, LTS 5 & 6 BLK 3 URD LAKE DISTRICT 1997, AND INCLUDING TAYLORS PARK ADD TO CDA, LT 18, 19, 20, 21, 22, 23, & 24 BLK 2 URD LAKE DISTRICT 1997 WHICH IS LOCATED WITHIN A PORTION OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE SPECIFICALLY DESCRIBED IN THE LEGAL DESCRIPTION ON FILE IN THE PLANNING DEPARTMENT. THE PROPERTY IS MORE COMMONLY KNOWN AS A PORTION OF THE NIC CAMPUS NORTH OF RIVER AVE. BOUND BY THE SPOKANE RIVER SHORELINE (WEST), THE WASTEWATER TREATMENT PLANT (NORTH), AND THE BNSF RAILROAD AND ADJACENT NEIGHBORHOOD (EAST), FREQUENTLY IDENTIFIED AS THE EDUCATION CORRIDOR.

is hereby changed and rezoned from C-17L (Limited Commercial at 17 units/acre) and LM (light Manufacturing) to C-17 (Commercial at 17 units/acre).

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 21 day of February 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-4-11

**+/-6.79 ACRES IN PARCELS CURRENTLY ZONED LM & C-17L
WITHIN THE NORTH IDAHO COLLEGE EDUCATION CORRIDOR**

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 C-17L (LIMITED COMMERCIAL AT 17 UNITS/ACRE) AND LM (LIGHT MANUFACTURING) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/-6.79 ACRES IN PARCELS CURRENTLY ZONED LM & C-17L WITHIN THE EDUCATION CORRIDOR; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, ZC-4-11 NIC Educational Corridor, 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 21st day of February, 2012.

Warren J. Wilson, Chief Civil Deputy City Attorney

COUNCIL BILL NO. 12-1006
ORDINANCE NO. _____

AN ORDINANCE DEANNEXING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; BY DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the Mayor and City Council find it to be in the best interests of the City of Coeur d'Alene and the citizens thereof to exclude the property described below from the boundaries of the City of Coeur d'Alene; NOW, THEREFORE,

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

SECTION 1. That the above described property, which property is fully described in Exhibits “A, B, & C” attached hereto and incorporated herein is hereby de-annexed and excluded from the boundaries of the City of Coeur d'Alene, Kootenai County, Idaho.

SECTION 2. That the Planning Director be and is hereby instructed to make such change and amendment on the three official zoning maps of the City of Coeur d'Alene and the three official comprehensive plan maps of the City of Coeur d'Alene.

SECTION 3. That the property excluded by this ordinance is not relieved from any liability it may have for any bonded or existing indebtedness of the city and remains subject to the jurisdiction of the City of Coeur d'Alene for the purposes of collecting any outstanding indebtedness as provided by I.C. 50-225.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 6. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 7. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 21st day of February, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
De-Annexation of a .046 acre portion of Foss Addition, Lot 5
(located on N. Lilac Lane)

AN ORDINANCE DEANNEXING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; BY DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, De-Annexation of a .046 acre portion of Foss Addition, Lot 5 (located on N. Lilac Lane), 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 21st day of February, 2012.

Warren J. Wilson, Chief Deputy City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

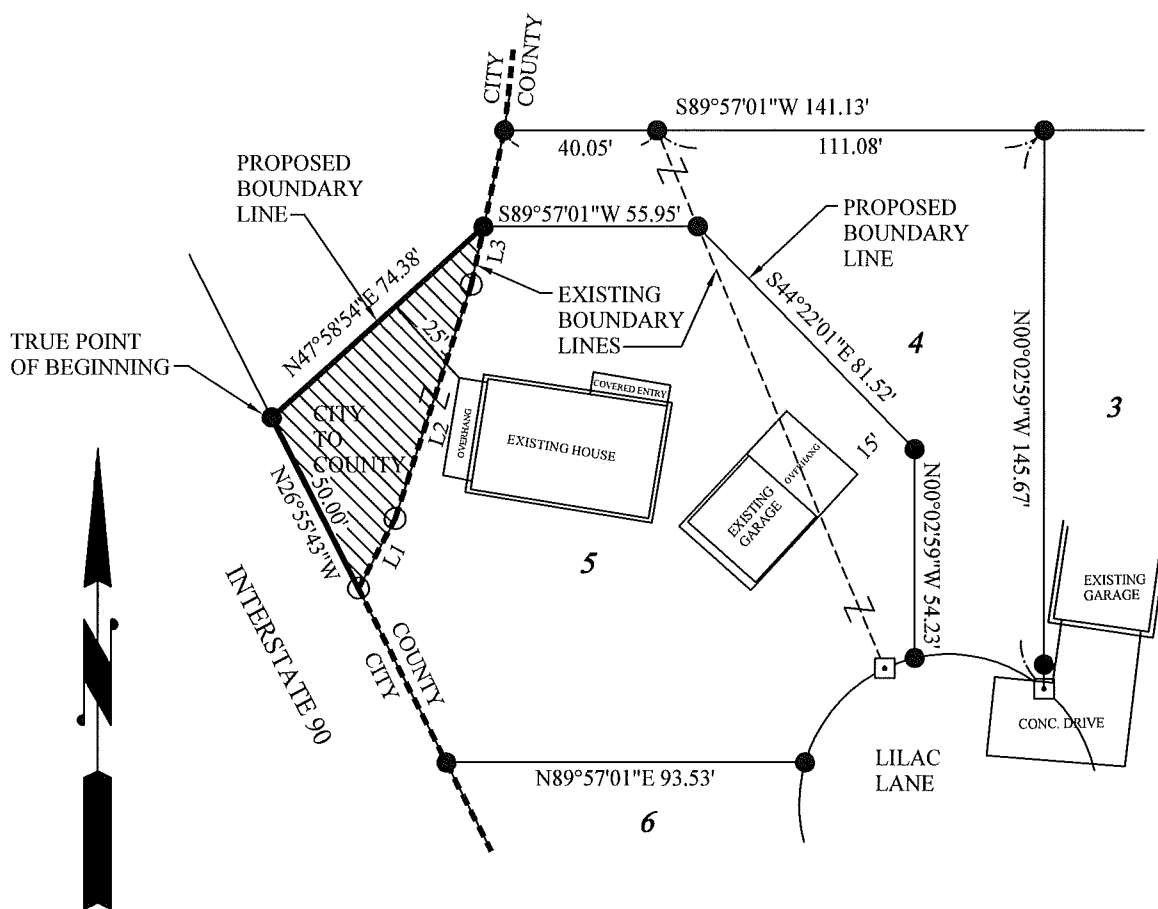
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN CITY OF COEUR D'ALENE,
KOOTENAI COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 18 FROM WHICH THE
SOUTH QUARTER OF SAID SECTION 18 BEARS S00°48'00"E, A DISTANCE OF 2683.50 FEET;
THENCE S00°48'00"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 33.30 FEET TO THE SOUTH
RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE;
THENCE S00°48'00"E CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 174.61 FEET TO
THE INTERSECTION WITH THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE 90;
THENCE S33°50'18"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 684.55 FEET;
THENCE 173.59 FEET, CONTINUING ALONG SAID RIGHT-OF-WAY LINE BEING A CURVE TO
THE RIGHT WITH A RADIUS OF 1433.20 FEET, A CENTRAL ANGLE OF 6°56'23" AND A
CHORD BEARING S30°22'06"E, A DISTANCE OF 173.48 FEET;
THENCE S26°55'43"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF
124.80 FEET TO THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL
OF LAND;
THENCE N47°58'54"E, A DISTANCE OF 74.38 FEET TO A POINT ON THE WEST LINE OF SAID
LOT 4, FOSS ADDITION;
THENCE S11°54'26"W ALONG SAID WEST LINE, A DISTANCE OF 15.39 FEET TO THE NORTH
CORNER OF LOT 5 OF SAID FOSS ADDITION;
THENCE S18°00'34"W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 64.26 FEET;
THENCE S27°44'27"W CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 20.56 FEET TO
THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE 90;
THENCE N26°55'43"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO
THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL OF LAND.

PARCEL CONTAINS 2,003 SQUARE FEET MORE OR LESS

END OF DESCRIPTION.

EXHIBIT "C"



LINE TABLE

LINE	LENGTH	BEARING
L1	20.56	S27°44'27"W
L2	64.26	S18°00'34"W
L3	15.39	S11°54'26"W

PUBLIC HEARINGS

Date: February 21, 2012
To: City Council
From: Development Review Team via Planning Director
Subject: **O-1-12 Amendment to Subdivision Code** – Plat Approval Extensions

Decision Point

The City Council is asked to consider extending the approval period for preliminary plats from two years to six years.

History

During the past couple of years there has been an extensive slowing of demand for new residential lots. Because of this, at least one subdivision and the potential for several more are running up against the time limits for final approval. Developers have requested that we consider some way allowing for plat approvals to be extended. This has become a big enough issue in other states that some legislatures have taken action to extend approvals of subdivisions on a statewide basis.

The existing subdivision code provides that a final plat must be must be filed within one year of the Planning Commission approval. The Commission may approve two additional six month extensions of the preliminary plat.

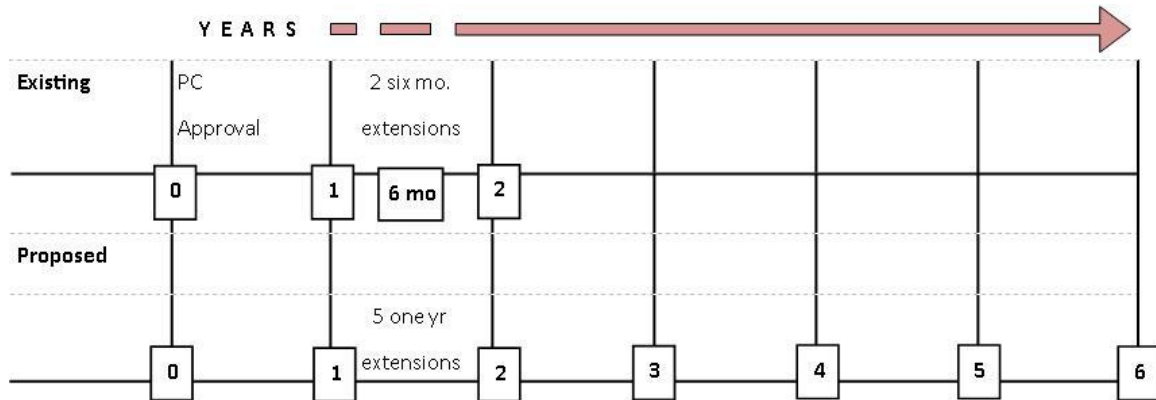
The reason for plat approval expiration dates has been to guard against plats being approved under one set of regulations and sitting dormant for years or decades and then being developed under different and perhaps undesirable standards. Examples are turn of the century plats that have forty foot road rights-of-way or excessive street grades.

In response to the request, the Development Review Team has reviewed and proposes the following amendment:

16.10.030D

Deadline for Filing Final Plat and Extension Requests: Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval or from the date of recordation of the final plat for the preceding phase of the development in an approved phased subdivision. The planning commission, upon written request, may grant up to five (5) extensions of twelve (12) months each upon a finding that the preliminary plat complies with current development requirements and all applicable conditions of approval. The planning commission may modify and/or add conditions to the Final Plat to ensure conformity with adopted policies and/or ordinance changes that have occurred since the initial approval. A request for an extension of a preliminary plat approval must be received by the planning director no later than 90 days after the date that the approval lapsed and must be accompanied by the required fee

As an example, a subdivision with all potential extensions would now have the potential to have a six year period before the final plat approval is required. For a phased subdivision, each phase would have a similar six year period for approval of the next phase final plat.



Financial Analysis

There is no financial impact to the City associated with the proposed amendment.

Performance Analysis

Comprehensive Plan objectives applicable to the request: 4.01, 72,

Quality of Life Analysis

The amendment is intended to provide the flexibility to deal with subdivision development realities while insuring that the public interest is protected.

Decision Point Recommendation

The Planning Commission recommended approval of the proposed amendment

Applicant: City of Coeur d'Alene
Request: Change to Plat Expiration
LEGISLATIVE (0-1-12)

Deputy City Attorney Wilson presented the staff report and answered questions from the Commission.

Commissioner Soumas inquired if there was a deadline when submitting a request for an extension.

Deputy City Attorney explained that for the developer to get an extension he would have to submit a letter to the Planning Commission stating why an extension is needed. He added this is presented at the next scheduled Planning Commission meeting for approval.

Motion by Soumas, seconded by Messina, to approve Item 0-1-12. Motion approved.

D R A F T

ORDINANCE NO. _____
COUNCIL BILL NO. -

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING _____; 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 and Zoning Commission*, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 16.10.030 is amended to read as follows:*

16.10.030: PLANNING COMMISSION ACTION:

The commission shall, after notice, hold a public hearing to consider the proposal and render a decision.

A. Findings Required:

1. Preliminary Plats: In order to approve a preliminary plat, the commission must make the following findings:

- a. All of the general preliminary plat requirements have been met as attested to by the city engineer;
- b. The provisions for sidewalks, streets, alleys, rights of way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities and utilities are adequate;
- c. The preliminary plat is in conformance with the comprehensive plan;
- d. The public interest will be served;
- e. All of the required engineering elements of the preliminary plat have been met as attested to by the city engineer;
- f. The lots proposed in the preliminary plat meet the requirements of the applicable zoning district.

D R A F T

B. Decisions: The commission may recommend approval or conditional approval, deny or deny without prejudice, or may defer action until necessary studies and plans have been completed. In case of approval, denial or denial without prejudice, a copy of the commission's decision shall be mailed to the applicant and property owners who received mailed notice of the public hearing; and, notice of the decision shall be published in the official newspaper within ten (10) days of the decision. The approval of the preliminary plat shall not guarantee final approval of the plat or subdivision, and shall not constitute an acceptance of the subdivision, but shall be deemed to authorize the subdivider to proceed with the preparation of the final plat in a manner that incorporates all substantive requirements of the approved preliminary plat.

C. Conditional Approval ~~And Extension Request~~: The planning commission may grant conditional approval of a preliminary plat. ~~Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval. An extension of approval beyond this twelve (12) month period may be requested in writing and submitted to the planning director not less than twenty one (21) days prior to the date of the next regular planning commission meeting. The planning commission may extend its approval for two (2) additional six (6) month periods upon the finding that the preliminary plat complies with all of the requirements set forth at the time of approval. The request for each extension shall be accompanied by the required fee.~~

D. Deadline for Filing Final Plat and Extension Requests: Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval or from the date of recordation of the final plat for the preceding phase of the development in an approved phased subdivision. The planning commission, upon written request, may grant up to five (5) extensions of twelve (12) months each upon a finding that the preliminary plat complies with current development requirements and all applicable conditions of approval. The planning commission may modify and/or add conditions to the final plat to ensure conformity with adopted policies and/or ordinance changes that have occurred since the initial approval. A request for an extension of a preliminary plat approval must be received by the planning director no later than 90 days after the date that the approval lapsed and must be accompanied by the required fee.

SECTION 2. That Coeur d'Alene Municipal Code Section 16.10.041 is amended to read as follows:

16.10.041: FILING MULTIPLE FINAL MAPS; PHASED SUBDIVISIONS:

A. Multiple final maps may be filed for an approved preliminary plat prior to its expiration, if the following conditions have been met:

1. The planning director and the city engineer shall review and approve the proposed phasing.
2. Proposed phasing shall be shown on the approved preliminary plat.

D R A F T

~~B. Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval until final plat approval for the first phase. Thereafter, the preliminary plat approval shall continue to be effective for twelve (12) months, beginning with the date of recordation of the final plat for the preceding phase of the development. The planning commission may extend its approval of the preliminary plat for any phase of the development for two (2) additional six (6) month periods upon the finding that the preliminary plat complies with all the requirements set forth at the time of approval. The request for each extension shall be accompanied by the required fee.~~

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

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

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

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

D R A F T

APPROVED, ADOPTED and SIGNED this day of , 20 .

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

D R A F T

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Insert brief description

Insert Title ; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

D R A F T

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Insert Brief Description, 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 day of , 20 .

Warren J. Wilson, Chief Deputy City Attorney

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1007

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 16.10.030 AND 16.10.041 TO ALLOW UP TO 5 ONE YEAR EXTENSIONS FOR SUBDIVISION PLATS; 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 and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 16.10.030 is amended to read as follows:*

16.10.030: PLANNING COMMISSION ACTION:

The commission shall, after notice, hold a public hearing to consider the proposal and render a decision.

A. Findings Required:

1. Preliminary Plats: In order to approve a preliminary plat, the commission must make the following findings:

- a. All of the general preliminary plat requirements have been met as attested to by the city engineer;
- b. The provisions for sidewalks, streets, alleys, rights of way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities and utilities are adequate;
- c. The preliminary plat is in conformance with the comprehensive plan;
- d. The public interest will be served;
- e. All of the required engineering elements of the preliminary plat have been met as attested to by the city engineer;
- f. The lots proposed in the preliminary plat meet the requirements of the applicable zoning district.

B. Decisions: The commission may recommend approval or conditional approval, deny or deny without prejudice, or may defer action until necessary studies and plans have been completed. In case of approval, denial or denial without prejudice, a copy of the commission's decision shall be mailed to the applicant and property owners who received mailed notice of the public hearing; and, notice of the decision shall be published in the official newspaper within ten (10) days of the decision. The approval of the preliminary plat shall not guarantee final approval of the plat or subdivision, and shall not constitute an acceptance of the subdivision, but shall be deemed to authorize the subdivider to proceed with the preparation of the final plat in a manner that incorporates all substantive requirements of the approved preliminary plat.

C. Conditional Approval ~~And Extension Request~~: The planning commission may grant conditional approval of a preliminary plat. ~~Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval. An extension of approval beyond this twelve (12) month period may be requested in writing and submitted to the planning director not less than twenty one (21) days prior to the date of the next regular planning commission meeting. The planning commission may extend its approval for two (2) additional six (6) month periods upon the finding that the preliminary plat complies with all of the requirements set forth at the time of approval. The request for each extension shall be accompanied by the required fee.~~

D. Deadline for Filing Final Plat and Extension Requests: Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval or from the date of recordation of the final plat for the preceding phase of the development in an approved phased subdivision. The planning commission, upon written request, may grant up to five (5) extensions of twelve (12) months each upon a finding that the preliminary plat complies with current development requirements and all applicable conditions of approval. The planning commission may modify and/or add conditions to the final plat to ensure conformity with adopted policies and/or ordinance changes that have occurred since the initial approval. A request for an extension of a preliminary plat approval must be received by the planning director no later than 90 days after the date that the approval lapsed and must be accompanied by the required fee.

SECTION 2. That Coeur d'Alene Municipal Code Section 16.10.041 is amended to read as follows:

16.10.041: FILING MULTIPLE FINAL MAPS; PHASED SUBDIVISIONS:

A. Multiple final maps may be filed for an approved preliminary plat prior to its expiration, if the following conditions have been met:

1. The planning director and the city engineer shall review and approve the proposed phasing.
2. Proposed phasing shall be shown on the approved preliminary plat.

~~B. Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval until final plat approval for the first phase. Thereafter, the preliminary plat approval shall continue to be effective for twelve (12) months, beginning with the date of recordation of the final plat for the preceding phase of the development.~~

~~The planning commission may extend its approval of the preliminary plat for any phase of the development for two (2) additional six (6) month periods upon the finding that the preliminary plat complies with all the requirements set forth at the time of approval. The request for each extension shall be accompanied by the required fee.~~

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

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

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

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

APPROVED, ADOPTED and SIGNED this 21st day of February, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
O-1-12 – Amendments to Plat Regulations for Time Extensions

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 16.10.030 AND 16.10.041 TO ALLOW UP TO 5 ONE YEAR EXTENSIONS FOR SUBDIVISION PLATS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, O-1-12 – Amendments to Plat Regulations for Time Extensions, 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 21st day of February, 2012.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 12/31/2011	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2012
<u>General-Designated</u>	\$394,397	\$19,373	\$5,586	\$408,184
<u>General-Undesignated</u>	505,264	11,292,030	3,086,626	8,710,668
<u>Special Revenue:</u>				
Library	(160,653)	601,407	100,052	340,702
CDBG	-	36,189	36,228	(39)
Cemetery	19,332	18,318	18,607	19,043
Parks Capital Improvements	285,498	70,878	16,167	340,209
Impact Fees	2,295,667	26,768	70,339	2,252,096
Annexation Fees	15,717	2		15,719
Insurance	1,545,234	295	3,169	1,542,360
Cemetery P/C	1,851,784	5,576	2,832	1,854,528
Jewett House	18,669	1,063	2,335	17,397
Reforestation	(9,209)	20,005	1,419	9,377
Street Trees	168,597	324		168,921
Community Canopy	557			557
CdA Arts Commission	595			595
Public Art Fund	99,667	1,181	10,000	90,848
Public Art Fund - LCDC	527,676	74	5,900	521,850
Public Art Fund - Maintenance	132,011	19	175	131,855
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	414,430	573,034		987,464
LID Guarantee	121,332	275		121,607
LID 124 Northshire/Queen Anne/Indian Meadows	167			167
LID 127 Fairway / Howard Francis	4,260	334		4,594
LID 129 Septic Tank Abatement	172	5,969		6,141
LID 130 Lakeside / Ramsey / Industrial Park	3,004			3,004
LID 146 Northwest Boulevard	50,983	11,127		62,110
LID 149 4th Street	2,455			2,455
<u>Capital Projects:</u>				
Street Projects	5,898	68,856	20,973	53,781
<u>Enterprise:</u>				
Street Lights	23,708	42,947	57,021	9,634
Water	996,584	223,065	190,831	1,028,818
Water Capitalization Fees	1,530,281	2,261		1,532,542
Wastewater	8,951,815	474,334	879,327	8,546,822
Wastewater-Reserved	1,240,291	27,500		1,267,791
WWTP Capitalization Fees	232,354	33,861		266,215
WW Property Mgmt	60,668			60,668
Sanitation	(174,250)	289,432	258,585	(143,403)
Public Parking	833,693	10,534	72,815	771,412
Stormwater Mgmt	341,196	4,417	106,692	238,921
Wastewater Debt Service	-			-
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	172,535	194,718	172,535	194,718
LID Advance Payments	4,047	40	3,777	310
Police Retirement	1,379,644	94,807	31,500	1,442,951
Sales Tax	1,318	1,604	1,318	1,604
BID	167,809	7,991	20,000	155,800
Homeless Trust Fund	518	611	518	611
GRAND TOTAL	\$24,055,715	\$14,161,219	\$5,175,327	\$33,041,607

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2012	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$199,267	\$68,525	34%
	Services/Supplies	10,645	3,831	36%
Administration	Personnel Services	509,809	169,402	33%
	Services/Supplies	4,560	2,472	54%
Finance	Personnel Services	612,255	201,770	33%
	Services/Supplies	86,480	31,085	36%
Municipal Services	Personnel Services	908,242	299,689	33%
	Services/Supplies	483,894	180,884	37%
	Capital Outlay	13,640		
Human Resources	Personnel Services	214,257	72,084	34%
	Services/Supplies	26,500	4,109	16%
Legal	Personnel Services	1,319,612	440,611	33%
	Services/Supplies	91,533	22,409	24%
	Capital Outlay	60,000		
Planning	Personnel Services	434,394	147,966	34%
	Services/Supplies	23,850	3,540	15%
Building Maintenance	Personnel Services	277,058	92,187	33%
	Services/Supplies	131,207	61,252	47%
	Capital Outlay			
Police	Personnel Services	8,682,213	2,944,152	34%
	Services/Supplies	804,799	151,646	19%
	Capital Outlay	100,450	204	0%
Fire	Personnel Services	7,177,070	2,514,700	35%
	Services/Supplies	376,013	51,663	14%
	Capital Outlay			
General Government	Services/Supplies	131,750	131,000	99%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services	152,311	51,703	34%
	Services/Supplies	91,507	8,013	9%
COPS Grant	Personnel Services	170,843	83,597	49%
CdA Drug Task Force	Services/Supplies	36,700	1,658	5%
	Capital Outlay			
Streets	Personnel Services	1,678,695	544,974	32%
	Services/Supplies	442,075	89,922	20%
	Capital Outlay	50,000	9,724	19%
ADA Sidewalk Abatement	Personnel Services	179,604	44,944	25%
	Services/Supplies	40,300	739	2%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
31-Jan-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2012	PERCENT EXPENDED
Engineering Services	Personnel Services	453,118	150,819	33%
	Services/Supplies	476,125	386,736	81%
	Capital Outlay			
Parks	Personnel Services	1,267,823	333,970	26%
	Services/Supplies	417,750	82,287	20%
	Capital Outlay	9,000		
Recreation	Personnel Services	628,342	179,484	29%
	Services/Supplies	135,000	22,155	16%
Building Inspection	Personnel Services	685,687	225,204	33%
	Services/Supplies	21,545	6,873	32%
Total General Fund		<u>29,615,923</u>	<u>9,817,983</u>	<u>33%</u>
Library	Personnel Services	1,020,775	323,297	32%
	Services/Supplies	173,850	68,183	39%
	Capital Outlay	90,000	16,387	18%
CDBG	Services/Supplies	297,600	58,186	20%
Cemetery	Personnel Services	164,489	40,359	25%
	Services/Supplies	84,975	21,632	25%
	Capital Outlay			
Impact Fees	Services/Supplies	925,000	68,560	7%
Annexation Fees	Services/Supplies	133,000	133,000	100%
Parks Capital Improvements	Capital Outlay	676,600	137,693	20%
Insurance	Services/Supplies	234,000	38,574	16%
Cemetery Perpetual Care	Services/Supplies	98,000	32,458	33%
Jewett House	Services/Supplies	17,790	4,655	26%
Reforestation	Services/Supplies	3,000	26,719	891%
Street Trees	Services/Supplies	75,000	5,100	7%
Community Canopy	Services/Supplies	1,200	297	25%
CdA Arts Commission	Services/Supplies	6,650	7	0%
Public Art Fund	Services/Supplies	189,600	18,655	10%
KMPO	Services/Supplies	350,000		
Total Special Revenue		<u>4,541,529</u>	<u>993,762</u>	<u>22%</u>
Debt Service Fund		<u>1,500,680</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
31-Jan-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2012	PERCENT EXPENDED
River / NW Blvd Intersection	Capital Outlay	1,750,000		
Govt Way - Dalton to Hanley	Capital Outlay	2,700,000	2,241	0%
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		19,342	
McEuen Field Project	Capital Outlay	2,677,000		
Kathleen Avenue Widening	Capital Outlay	25,000		
Total Capital Projects Funds		7,570,000	22,678	0%
Street Lights	Services/Supplies	575,021	207,833	36%
Water	Personnel Services	1,589,394	514,610	32%
	Services/Supplies	3,987,557	359,303	9%
	Capital Outlay	1,817,500	294,054	16%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,271,589	722,354	32%
	Services/Supplies	6,875,920	541,474	8%
	Capital Outlay	7,538,880	1,238,406	16%
	Debt Service	1,073,110	536,512	50%
WW Capitalization	Services/Supplies	802,750		
Sanitation	Services/Supplies	3,229,772	1,057,606	33%
Public Parking	Services/Supplies	177,957	114,133	64%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	435,690	150,705	35%
	Services/Supplies	681,938	156,751	23%
	Capital Outlay	300,000	18,830	6%
Total Enterprise Funds		32,207,078	5,912,571	18%
Kootenai County Solid Waste		2,200,000	537,214	24%
Police Retirement		194,000	66,140	34%
Business Improvement District		137,200	40,000	29%
Homeless Trust Fund		6,100	1,432	23%
Total Fiduciary Funds		2,537,300	644,786	25%
TOTALS:		\$77,972,510	\$17,391,780	22%