



Coeur d'Alene

CITY COUNCIL MEETING

May 4, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
APRIL 20, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room April 20, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Mike Kennedy)	Members of Council Present
Woody McEvers)	
Loren Ron Edinger)	
A. J. Al Hassell, III)	
John Bruning)	
Deanna Goodlander (6:20p.m.))	

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

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

PROCLAMATION – ARBOR DAY CELEBRATION WEEK: Councilman Bruning, on behalf of Mayor Bloem, read the proclamation for Arbor Day Celebration Week for the week of April 26th through May 1, 2010. Devin Walker, a student representative for the Urban Forestry Committee, accepted the proclamation and reviewed the activities planned for the week.

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

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

1. Approval of minutes for April 6, 2010, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, April 26th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-013: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT FOR CDBG GRANT FUNDING FOR HABITAT FOR HUMANITY OF NORTH IDAHO; ADOPTING A LIMITED ENGLISH PROFICIENCY PLAN FOR THE CITY OF COEUR D'ALENE; APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR USE OF THE MOBILE COMMAND CENTER; APPROVAL OF CHANGE ORDER NO. 2 WITH SHANNON INDUSTRIAL CONTRACTORS INC. FOR THE WASTEWATER TREATMENT PLANT LOW PHOSPHOROUS PILOT FACILITY AND APPROVAL OF CHANGE ORDER NO. 1 WITH CMEC INC. FOR THE WASTEWATER TREATMENT

PLANT DIGESTER #4 AND CLARIFIER #1 REFURBISHING PROJECT.

4. Approval of bills as submitted and on file in the Office of the City Clerk.
5. Setting of Public Hearing for Annual Appropriations for FY 2010-2011 for September 7, 2010.
6. Approval of beer/wine license for The Garnet Café (formerly Papino's) at 315 Walnut Ave.
7. Setting of a public hearing for the ZC-1-10 (zone change at 909 W. Garden and 927 W. River) for June 15, 2010.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN MC EVERS: Councilman McEvers announced that Kyle Cossairt, former NIC Student, is visiting CDA TV after graduating from college.

COUNCILMAN EDINGER: Councilman Edinger reported that on April 10th the Police Department and the Enough is Enough Committee conducted another prescription drug turn in at Coeur d'Alene High School which was very successful. He thanked everyone who participated in this event.

COUNCILMAN BRUNING Councilman Bruning announced the fundraiser "Homeruns for Homeless" baseball game which will be held at 6:00 p.m. on May 5th at McEuen Field. The proceeds from this fundraising effort will benefit Fresh Start, Children's Village, Project Safe Place, and Dirne Clinic. He announced that former Parks and Recreation Commission member, Mike Bundy, will be inducted in the NIC Hall of Fame. There will be a public meeting on Wednesday, April 28, 2010 at 5:30 p.m. for the purpose of discussing eliminating parking on 15th Street for a bike lane. He noted a recent article in the Cd'A Press regarding the Specialized Needs Program and anyone who would like more information regarding this program may contact Angie Goucher through the Recreation Dept.

MAYOR BLOEM: Mayor Bloem announced that the Council's annual Strategic Planning Session will be this Thursday at 6:00 p.m. in Library Community Room.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel reported that Coeur d'Alene childcare providers are invited to attend a free, two-hour workshop called "Learn to Burn." The city's Childcare Commission, in conjunction with the Coeur d'Alene Fire Department, will host the two-hour workshop at City Hall from 6:30 a.m. to 8:30 a.m., Monday, April 26th. Pre-registration is required. A maximum of 75 people will be able to register for this free course. To register, please call Kathy at 769-2229 before April 20th. It's important to have an approved backflow protection assembly/device located on your irrigation system. It is equally important to make certain that this backflow assembly is tested annually – in fact, it's required by Idaho State Law and City Ordinance 1776. If you have any questions or wish to obtain a state-licensed backflow tester list, contact Greg Schrempp (676-7408) or Gary Nolan (769-2220, Ext. 818), City of Coeur d'Alene Water Department. Mark your calendar for the Coeur d'Alene Arbor Day Celebration on May 1st. The celebration will start at 9:00 a.m. at The Landings Park. There

will be a number of displays and exhibits along with a free pancake breakfast. Sun Valley Tree Service has again volunteered to sponsor the Arbor Day pancake breakfast. As announced at the last council meeting, Chief Longo is pleased to now offer the services of CrimeReports.com. Community members can access their neighborhood crime information for free, empowering them to make informed decisions to help improve the safety of their families, friends, property, and the community at large. Friday, April 16th, was the day to fill out and mail back your census form. If you did not mail back your census form by April 16th, a census taker will visit your home in person to ensure that we accurately count each person in the country...Remember: Census takers are your neighbors – people from your community, hired by the Census Bureau, to go door-to-door and collect census information from residents who have not sent back their 2010 Census forms. Idaho bus riders have a new online resource for real-time transit information. The new 511 Transit system will provide online schedule and route information for Citylink service in Kootenai and Benewah counties, as well as other transit systems in counties across the state.

KYRO ICE ARENA – REQUEST TO DE-ANNEX PROPERTY FROM CITY: Councilman Edinger inquired if the KYRO owners' request funding from LCDC and their property is de-annexed, can LCDC still fund this project. Deputy Attorney Warren Wilson responded that they can request funding because although they would be outside the city limits they are still inside the LCDC boundary. Councilman Edinger asked if there has ever been any funding made to anyone outside the city. Council/LCDC members Hassell and Goodlander could not recall such funding.

Mr. Wilson then explained how a portion of this property ended up in the City while the majority of the property remained outside the city limits. The applicant decided to request de-annexation due to the time constraints in the city's annexation process. Councilman Edinger expressed his concern about giving LCDC money to property outside the city limits. Councilman Hassell commented that he opposed the motion made at the Public Works Committee meeting as he feels in the long term it would be more beneficial to the property owner to be inside the City which would provide water, sewer, police and fire service. Councilman Goodlander feels that it should be de-annexed based on the limited time the owners have to develop the ice-skating rink for this winter. In response to Mayor Bloem's question, Deputy Attorney Wilson noted that they have had city water service for several years and that they are planning on installing a septic system. Councilman Kennedy asked if the property would have to be within the City limits to receive LCDC funding. Deputy Attorney Wilson responded that he did not believe so.

MOTION: Motion by Goodlander, seconded by McEvers to authorize staff to proceed with the de-annexation process to remove the approximately ½-acre parcel where KYRO Ice Arena will be sited from City Boundaries.

DISCUSSION: Councilman Kennedy asked if the owners' property was de-annexed and then they asked to be re-annexed, isn't that effectively avoiding city building standards. Councilman Hassell commented that was one of his concerns. Councilman Goodlander commented that the County has the same building codes as the City. Councilman McEvers noted that the rink is for the kids. Councilman Edinger voiced his concern about skirting the City's requirements and he also has a concern of providing LCDC funds outside the city limits. Councilman Kennedy asked if there are options if the City does not de-annex the property. Deputy Attorney Wilson responded that they could move the building and ice rink facility off the city portion of their property. Some

of the differences between city and county requirements are parking, redrawing their plans to meet with certain city requirements, and sewer hookup.

PUBLIC COMMENTS: Scott Portman, attorney for KYRO and Vince Hughes, commented that the original annexation was a mistake in that a prospective previous buyer had added that portion of the property into the city and then decided not to purchase the property. Additionally, he believes that the building cannot be moved off the subject property due to the design of the building. It would also delay the project for up to a year if they were required to annex the property. Councilman Edinger asked if they were still going to request funds from LCDC. Vince Hughes, President of KYRO, responded they had asked if they would be eligible for LCDC funding and they were told yes even if they were located in the county. Councilman Kennedy asked if it is their intention to bring it into the City. Mr. Hughes responded that Panhandle Health would not issue a septic permit for a second rink and at the time they decide to construct a second rink they would request annexation.

Motion unanimously carried.

PUBLIC HEARING – ZC-3-10 – ZONE CHANGE AT 3400 AND 3514 N. FRUITLAND LANE: Mayor Bloem read the rules of order for this quasi-judicial public hearing. No conflict of interest was declared by any Council member. John Stamsos, Senior Planner gave the staff report.

Mr. Stamsos gave the applicant's name as Steve Widmyer, the location as an approximate 2.17 acre parcel at 3400 and 3514 Fruitland Lane and the reason for the request as a zone change from R-12 to R-17. He gave the staff analyses for land use, zoning, Comprehensive Plan, utilities, streets, and traffic.

On March 9, 2010 the Planning Commission recommended approval of the zone change with the following condition:

1. Dedication of a five foot (5') right-of-way along the westerly boundary of Tract 69 and the north ½ of Tract 68, Fruit Lands Addition Acre Tracts.

Mr. Stamsos reported that on April 1, 2010 19 notices of this public hearing were mailed with 1 neutral response being received. Written comments were distributed for Council review.

Councilman McEvers asked if the street width is adequate. Mr. Stamsos responded that is the reason for the 5' right-of-way condition. Councilman Hassell voiced his concern of the residential zoning across the street on Fruitland. Mr. Stamsos responded the R-17 zoning being requested is an appropriate transition zoning for this property. Councilman Bruning noted that St. Vincent DePaul owns the parcel of property at the southwest corner of the intersection of Fruitland and Neider; however, he does not see a conflict of interest with this request.

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

MOTION: Motion by Edinger, seconded by Kennedy to approve the zone change from R-14 to R-17, to adopt the Findings and Order of the Planning Commission including their recommended condition. ROLL CALL: Bruning, Aye; Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

PUBLIC HEARING – EXTENDING DESIGN REVIEW FEES TO C-17 AND C-17L

ZONES: Mayor Bloem read the rules of order for this public hearing. Dave Yadon, Planning Director, gave the staff report.

Mr. Yadon reported that the City Council recently approved the Design Guidelines for the C-17 and C-17L zoning districts. As part of these guidelines, certain projects may either require or request review by the Design Review Commission. A fee of \$100.00 was previously established for Design Review hearings related to the Downtown Core and Infill Districts. Although not a new fee, a new group of projects can now come before the Design Review Commission and the Legal Department has recommended that a public hearing should be conducted prior to the Council determining if this fee applies to this new group.

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

RESOLUTION NO. 10-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A \$100.00 FEE FOR C-17 AND C-17L ZONED PROJECTS ACCESSING THE DESIGN REVIEW PROCESS.

Motion by Kennedy, seconded by McEvers to **deny** Resolution 10-014.

DISCUSSION: Councilman McEvers requested that the Council approve waiving the fee for three years for the C-17 and C-17L zoning districts. Councilman Edinger asked if Councilman McEvers' request is doable. City Planning Director Dave Yadon noted that the Council could do whatever they wish; however, this would create a difference between the applicants that would be utilizing the same services of the Design Review Commission. Councilman Edinger asked if the City could be sued for discriminating if they chose to waive the fees. Mayor Bloem commented that the Design Guidelines are not the same for the C-17 and C-17L as for the Downtown or Infill districts. City Attorney Mike Gridley responded to Councilman Edinger's concern about being sued in that it depends but he would not worry about being sued as you can charge different fees for different circumstances.

ROLL CALL: McEvers, Aye; Kennedy, Aye; Hassell, Aye; Goodlander, Aye; Edinger, Aye; Bruning, Aye. Motion to deny resolution 10-014 carried.

ADJOURNMENT: Motion by Edinger, seconded by Kennedy that, this meeting be recessed to April 22nd at 6:00 p.m. in the Library Community Room for the annual Strategic Planning Workshop. Motion carried.

The meeting recessed at 7:25 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

**MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
APRIL 22, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a continued meeting of said Council at the Coeur d'Alene Library Community Room, April 22, 2010 at 6:00 p.m., there being present upon roll call the following members:

Mayor Sandi Bloem

Loren R. Edinger)	Members of Council Present
John Bruning)	
Mike Kennedy)	
Deanna Goodlander)	
A. H. "Al" Hassell, III)	
Woody McEvers)	

CALL TO ORDER: Mayor Bloem called the meeting to order.

ANNUAL COUNCIL STRATEGIC PLANNING: City Administrator Wendy Gabriel welcomed the Mayor, City Council and staff to the annual Council's Strategic Planning session. She noted that again this year's budget process will have the challenge of meeting decreased revenues anticipated in light of today's economic climate. Tonight staff is presenting ideas that focus on efficiencies, cost saving strategies and continuous improvements.

City Administrator Wendy Gabriel concluded that we are always looking at balance and the Executive team will bring a balanced budget that includes a balance in the services rendered by the city.

YEAR IN REVIEW: 2009 – 2010 GOAL REPORT: Deputy City Administrator Jon Ingalls reviewed the accomplishments that had been made on the priorities set last year and other accomplishments by City staff.

RECESS: The Council recessed at 7:10 p.m. The meeting reconvened at 7:20p.m.

2010-2011 STRATEGIC GOALS: Finance Director, Troy Tymesen, presented the financial status of the city and revenue projections for the coming fiscal year.

SELECTION OF STRATEGIC GOALS FOR 2010-2011 FY: Deputy Administrator Jon Ingalls presented the Executive Team's list of city wide ideas with the top items they thought were worthy to pursue this coming year. He reported that Wendy Gabriel will be meeting with all employee associations/union and with non-represented employees to discuss some of the cost saving measures the Executive Team is working toward.

ADJOURNMENT: Motion by Kennedy, seconded by Edinger that, there being no further business, the meeting is adjourned. Motion carried.

The meeting adjourned at 8:05 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 10-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE CITY'S PARTICIPATION IN THE KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL-HAZARD MITIGATION PLAN; APPROVING AN AGREEMENT WITH KOOTENAI MEDICAL CENTER FOR DRAWING BLOOD ALCOHOL SAMPLES; BID AWARD AND CONTRACT TO PLANNED AND ENGINEERED CONSTRUCTION FOR PHASE 2 OF THE WASTEWATER CURED IN PLACE PIPE (CIPP) SEWER LINE REPLACEMENT PROJECT; BID AWARD AND CONTRACT TO ACI NORTHWEST, INC. FOR THE 12TH AND 13TH / MARY LANE STREET IMPROVEMENT PROJECT ; DECLARATION OF SURPLUS PROPERTY – LEGAL DEPARTMENT AND PROFESSIONAL SERVICES AGREEMENT WITH ACQUISITION SERVICES FOR RIGHT-OF-WAY ACQUISITION FOR THE GOVERNMENT WAY – DALTON TO HANLEY PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 6" and by reference made a part hereof as summarized as follows:

- 1) Approving the City's participation in the Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan;
- 2) Approving an Agreement with Kootenai Medical Center for Drawing Blood Alcohol Samples;
- 3) Bid Award and Contract to Planned and Engineered Construction for Phase 2 of the Wastewater Cured in Place Pipe (CIPP) Sewer Line Replacement Project;
- 4) Bid Award and Contract to ACI Northwest, Inc. for the 12th and 13th / Mary Lane Street Improvement Project ;
- 5) Declaration of Surplus Property – Legal Department;
- 6) Professional Services Agreement with Acquisition Services for Right-of-Way acquisition for the Government Way – Dalton to Hanley Project;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 6" 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 4th day of May, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

General Services Committee
Staff Report

Date: April 20, 2010

From: Kenny Gabriel, Fire Chief

Re: Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan

DECISION POINT:

Should the Mayor and Council be part of the County All Hazard Mitigation Plan?

HISTORY:

The City of Coeur d'Alene has always been a supporter of Kootenai County's Office of Emergency Management and the efforts towards Disaster Mitigation. We are signatures on all Disaster Plans authored by that Office. The County All hazard Mitigation Plan has already been reviewed by the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) and cannot be approved until all the affected jurisdictions have accepted the Plan by Council Resolution.

FINANCIAL ANALYSIS:

If we are not part of the Plan we would not be eligible for mitigation project grants. There is no direct negative financial impact to the City.

PERFORMANCE ANALYSIS:

The City has applied for and received grant funds from FEMA. There are many assets of the City of Coeur d'Alene that are at the top of the Counties Hazard list. These include the City Wastewater treatment plant and Tubbs Hill. We have applied for and received mitigation funds for them in the past. This plan also assures smooth operations at a large incident which required a multi-jurisdictional response.

DECISION POINT/RECOMMENDATION:

Have the City of Coeur d'Alene be a part of the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan.

[Due to the volume of the document, the Mitigation Plan is stored on a CD in the City Clerks Office]

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 20, 2010
FROM: Steve Childers, Patrol Captain
SUBJECT: Agreement for drawing blood alcohol samples

Decision Point:

Should the City Council approve the agreement to permit the Coeur d'Alene Police Department participate in a agreement with the Kootenai Medical Center for drawing blood alcohol samples at the officers request regarding a misdemeanor or felony DUI case .

History:

The purpose of this agreement is to define the responsibility for the payment of hospital costs associated with law enforcement requested blood draws, to provide for the retaining of the blood sample by law enforcement, and to satisfy the Emergency Medical Treatment and Labor Act (EMTALA), by ensuring a subject will be asked if they want to be seen by a physician (Medical Screening Exam).

This agreement is entered into for the purpose of Kootenai Medical Center agreeing to draw blood samples from subjects brought to the facility by the Coeur d'Alene Police Department. It is understood that this is a request by law enforcement for the draw of a blood sample and that participation by the healthcare facility is voluntary. It is further understood a law enforcement officer may not order the healthcare agency to draw blood from a patient or person in custody, unless otherwise authorized by law, and it is also understood that this agreement is not the same as the process for obtaining a bodily fluid sample discussed in Idaho Code 18-8002(6), which authorizes a law enforcement officer to order a legal blood draw based on certain felony crimes.

Financial Impact:

Associated costs for the blood collection, including hospital personnel call-in fee, if necessary; will be billed to the appropriate law enforcement agency, regardless of the legal status of the subject.

The parties agree the blood-draw fee will be eighteen dollars (\$18.00) unless mutually agreed and modified by the parties.

Decision Point:

Staff recommends the City Council approve the agreement to permit the Coeur d'Alene Police Department to participate in a agreement with the Kootenai Medical Center for drawing blood alcohol samples at the officers request regarding a misdemeanor or felony DUI case.

Agreement for Drawing Blood Alcohol Samples

THIS AGREEMENT, made and entered into this 4th day of May, 2010, 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, and **Kootenai Medical Center**, a Hospital District organized under the laws of the State of Idaho.

PURPOSE STATEMENT

The purpose of this agreement is to define the responsibility for the payment of hospital costs associated with law enforcement requested blood draws, to provide for the retaining of the blood sample by law enforcement, and to satisfy the Emergency Medical Treatment and Labor Act (EMTALA), by ensuring a subject will be asked if they want to be seen by a physician (Medical Screening Exam).

PREAMBLE

WHEREAS: This agreement is entered into for the purpose of Kootenai Medical Center agreeing to draw blood samples from subjects brought to the facility by the Coeur d'Alene Police Department;

WHEREAS: It is understood that this is a request by law enforcement for the draw of a blood sample and that participation by the healthcare facility is voluntary;

WHEREAS: It is understood a law enforcement officer may not order the healthcare agency to draw blood from a patient or person in custody, unless otherwise authorized by law, and

WHEREAS: It is understood that this agreement is not the same as the process for obtaining a bodily fluid sample discussed in Idaho Code 18-8002(6), which authorizes a law enforcement officer to order a legal blood draw based on certain felony crimes;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

When a law enforcement officer, in a misdemeanor or felony DUI case, requests a healthcare agency to make a blood draw, Kootenai Medical Center will see the subject and:

I. Medical Screening Exam: To satisfy the Emergency Medical Treatment and Labor Act (EMTALA), the subject will be asked if they want to be seen by a physician (Medical Screening Exam):

- A. If the subject indicates that s/he does want to be seen by a physician for a Medical Screening Exam, the subject will be registered as an Emergency Department patient and will be billed directly for the exam. If the subject is seen by a physician, the blood draw will be taken with the kit provided by the law enforcement agency and the sample will remain in the possession of the law enforcement agency. A copy or results of any law enforcement blood draw will not be part of the patient's medical record at Kootenai Medical Center; or
- B. If the subject does not want to be seen by a physician for a Medical Screening Exam, the subject's information will be entered into a client bill, indicating that the subject refused a Medical Screening Exam. If the subject is not seen by a physician, the draw will be taken with the kit provided by the law enforcement agency and the sample will remain in the possession of the law enforcement agency. A copy or results of any law enforcement blood draw will not be part of the patient's medical record at Kootenai Medical Center.

II. Blood Draw Cost Responsibility:

- A. Associated costs for the blood collection, including hospital personnel call-in fee, if necessary; will be billed to the appropriate law enforcement agency, regardless of the legal status of the subject.
- B. The parties agree the blood-draw fee will be eighteen dollars (\$18.00) unless mutually agreed and modified by the parties.

III. Standard of Care:

- A. The blood draw will be completed in a medically accepted manner and without unreasonable force;
- B. A blood draw may not be permitted if such conduct would, or may result in, serious bodily injury to hospital personnel or other patients or the draw of the blood sample is contra-indicated because of the medical condition of the subject or other patients.
- C. Healthcare personnel have statutory immunity against civil and criminal liability of performing the blood draw where the community standards of care are met.

IV. Witness Fees: Witness fees and mileage costs for hospital personnel to appear, if subpoenaed related to the blood collection, will be paid as authorized by law.

V. This agreement will remain in effect until cancelled by one or the other party, upon thirty days written notice of cancellation.

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

KOOTENAI MEDICAL CENTER

By: _____
Sandi Bloem, Mayor

By: _____
**Its: Assistant Vice President of Quality
Improvement**

ATTEST:

Susan K. Weathers, City Clerk

COUNCIL STAFF REPORT

DATE: April 28, 2010
FROM: Sid Fredrickson, Wastewater Superintendent
SUBJECT: April 22, 2010 Bid Results of Cured In Place Pipe (CIPP) Project Phase II.

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DECISION POINT:

The Council may wish to accept and award a contract to the low bidder for the 2010 Wastewater CIPP Rehabilitation Project Phase II bid of April 22, 2010 at 2:00 PM.

HISTORY:

This project was advertised in the Coeur d’Alene Press April 5, 2010 and April 13, 2010 requesting bids for Phase II CIPP Sanitary Sewer Rehabilitation, totaling approximately 4,500 lineal feet of 8 to 12 inch sanitary sewer pipe.

FINANCIAL ANALYSIS:

The CIPP low bidder is Planned and Engineered Construction (PEC) for a total of \$105,709.00.

JUB estimate of probable cost for the Phase II project was \$139,700.

PERFORMANCE ANALYSIS:

Wastewater Utility has budgeted for this Sanitary Sewer Rehabilitation Project and has the available funds. Planned and Engineered Construction (PEC) has completed four (4) previous CIPP contracts with the City of Coeur d’Alene to Wastewater’s complete satisfaction and they were the successful bidder for the 2010 CIPP Phase 1.

RECOMMENDATION:

Award CIPP Sanitary Sewer Rehabilitation Phase II Contract to Planned and Engineered Construction (PEC), 3400 Centennial Street, Helena, MT 5960 for the total of \$105,709.00.

Contract

THIS CONTRACT, made and entered into this 4th day of May, 2010, 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 "CITY", and PLANNED AND ENGINEERED CONSTRUCTION, INC. a corporation duly organized and existing under and by virtue of the laws of the state of Montana, with its principal place of business at 3400 Centennial Drive, Helena, MT 59601, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for **2010 Wastewater Projects - CIPP Rehabilitation Phase II** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene Wastewater Utility - 2010 Wastewater Projects - CIPP Rehabilitation Phase II

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefore according to said plans and specifications 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 plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates 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 CITY shall indemnify the CONTRACTOR against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

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

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of **One Hundred Five Thousand, Seven Hundred Nine Dollars and 00/100 (\$105,709.00)** as provided in the following Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID:					
2010.4.1.A.1	Mobilization	1	LS	\$1,500.00	\$1,500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$500.00	\$500.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8" *	2,757	LF	\$20.00	\$55,140.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10" *	942	LF	\$23.00	\$21,666.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 12" *	510	LF	\$26.00	\$13,260.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	6	EA	\$100.00	\$600.00
SP-02541.4.1.C.1	Lateral Reinstatement	55	EA	\$75.00	\$4,125.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	4,209	LF	\$1.00	\$4,209.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	4,209	LF	\$1.00	\$4,209.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$500.00	\$500.00
TOTAL BASE BID:					\$105,709.00

* Indicates payment will be by Plan Quantity

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2010, or within forth-five (45) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 - 1002)

The CONTRACTOR further agrees: In consideration of securing the business of constructing 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 thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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 a part of this contract.

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 each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

CONTRACTOR:

PLANNED AND ENGINEERED CONSTRUCTION

By: _____

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of May, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~

STATE OF \_\_\_\_\_)  
                                          ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of May, 2010, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of Planned and Engineered Construction, Inc., and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

# CITY COUNCIL STAFF REPORT

**DATE:** April 28, 2010  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Approval of Low Bidder – 2010 12<sup>th</sup> St, 13<sup>th</sup> St and Mary Lane Improvement Project**

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## DECISION POINT

Staff is requesting the City Council to approve ACI Northwest, Inc. as the low bidder for the 2010 12<sup>th</sup> St, 13<sup>th</sup> St and Mary Lane Improvement Project.

## HISTORY

The City of Coeur d'Alene received five responsive bids:

|                            |               |
|----------------------------|---------------|
| ACI Northwest, Inc.        | \$ 297,884.85 |
| Knife River                | \$ 314,473.75 |
| Burnside Contracting, Inc. | \$ 315,233.00 |
| Waldo Construction, Inc.   | \$ 341,533.75 |
| MDM Construction, Inc.     | \$ 344,898.25 |
| Engineer's Estimate        | \$ 364,452.00 |

## FINANCIAL ANALYSIS

The 12<sup>th</sup> St, 13<sup>th</sup> St and Mary Lane improvement project is a budgeted project. The City's contribution will come from the overlay fund, water, wastewater and storm water utilities. The responsive low bidder is within the Engineer's Estimate, therefore we are within budget.

## PERFORMANCE ANALYSIS

After the project is complete, 12<sup>th</sup> St, 13<sup>th</sup> St and Mary Lane will have new paving, curbing, storm water system, wastewater system and upgrades to the water facilities. I expect that construction will begin near the end of May and the contract gives the contractor 60 days to complete the project.

## RECOMMENDATION

Staff recommends a motion to approve ACI Northwest, Inc. as the low bidder and authorize the mayor to execute the contract for the 2010 12<sup>th</sup> St, 13<sup>th</sup> St and Mary Lane Improvement Project.

## CONTRACT

THIS CONTRACT, made and entered into this **4<sup>TH</sup> day of May, 2010**, 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 **ACI NORTHWEST, INC.**, 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 **6600 N. Government Way, Coeur d'Alene, Idaho, 83815**, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2010 – 12<sup>TH</sup> ST, 13<sup>TH</sup> ST AND MARY LANE IMPROVEMENT PROJECT** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing the 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 plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. 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 insurance naming the **CITY** as one of the insured's 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, which 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 for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Two Hundred Ninety Seven Thousand Eight Hundred Eighty Four Dollars and Eighty Five/100's (\$297,884.85)**.

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be **60 calendar days**. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1500) per calendar day, which sums shall not be construed as a penalty.

The **CONTRACTOR** furthers agrees: In consideration of securing the business of construction 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.

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.

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.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda  
No. 1, dated April 26, 2010

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

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

**CONTRACTOR:  
ACI NORTHWEST, INC.**

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

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



## SURPLUS 2010 FOR LEGAL CRIMINAL

### MISCELLANEOUS ITEMS

| Quantity | Item                                    |
|----------|-----------------------------------------|
| 1        | Plastic cart                            |
| 4        | Plastic wall mount file holders         |
| 3        | Computer stand                          |
| 1        | Computer keyboard                       |
| 2        | Plastic upright file holder             |
| 1        | 3 tier plastic file holder              |
| 1        | Metal upright 5 slot filer holder       |
| 1        | Plastic Flip N File holder              |
| 1        | Plastic tray – 4 drawers                |
| 1        | Two hole punch                          |
| 3        | Metal book ends                         |
| 2        | Metal free standing paper holder        |
| 2        | Mouse pads                              |
| 1        | Metal hanging wire basket               |
| 1        | Gray metal message holder 3 slot        |
| 1        | AT&T two line digital answering machine |
| 1        | Tracker Trace Dictation Machine         |
| 1        | Panasonic 2.4 GHz Cordless Phone        |
| 1        | GE tape player/recorder                 |
| 1        | Plastic Acco CD holder – black          |
| 1        | Plastic CD holder – white               |
| 1        | Metal phone message spindle             |
| 4        | Metal racks                             |
| 4        | Metal filing cabinet dividers – locking |
| 4        | Metal filing cabinet dividers – black   |
| 11       | Metal filing cabinet dividers – gray    |
| 2        | Plastic racks – white                   |
| 1        | Plant stand                             |
| 1        | Computer tray (attach to desk) black    |
| 1        | Computer stand(attach to desk) gray     |
| 6        | Colored two sleeve folders              |
|          |                                         |

### CHAIRS

| Quantity | Item           |
|----------|----------------|
| 1        | Gray – arms    |
| 1        | Tan - arms     |
| 1        | Blue – no arms |
| 2        | Maroon - arms  |
| 1        | Gray – no arms |

### CABINETS (17 total)

| Quantity | Size (WxDxH)                     | Drawer |
|----------|----------------------------------|--------|
| 2        | 42 X 19 1/4 x 66 1/2             | 5      |
| 2        | 42 X 19 1/4 x 64 1/2             | 5      |
| 1        | 18 1/8 x 28 x 57 1/2 (old gray)  | 5      |
| 1        | 15 3/4 x 28 x 60 (black hinges)  | 5      |
| 2        | 42 x 19 1/4 x 53                 | 4      |
| 1        | 42 x 18 1/2 x 48 1/4             | 4      |
| 1        | 15 x 25 x 52 (black)             | 4      |
| 1        | 15 1/4 x 24 x 52 (green)         | 4      |
| 1        | 14 1/4 x 24 1/4 x 51 3/4 (brown) | 4      |
| 2        | 42 x 19 1/4 x 28                 | 2      |
| 2        | 36 x 19 1/4 x 28                 | 2      |
| 1        | Metal letter size gray           | 3      |

**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 4, 2010  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Professional Services Agreement for Right-of-Way Services for Government Way, Dalton Avenue – Hanley Avenue**

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**DECISION POINT**

Staff is requesting the approval of the Professional Services Agreement with Acquisition Services, Inc. for right-of-way negotiation services necessary to purchase the additional land necessary for the Government Way roadway reconstruction project.

**HISTORY**

1. August 2008, approval of the State/Local Agreement with ITD.
2. January 2009, approval of the Professional Services Agreement with Welch-Comer & Associates for design services.

**FINANCIAL ANALYSIS**

The total compensation for the fixed fee agreement is One Hundred Forty Seven Thousand Five Hundred and 00/100 dollars (\$147,500.00). Funding for this aspect of the project is provided by federal grant funding.

**PERFORMANCE ANALYSIS**

The work will commence upon the approval of the agreement, and the term of the agreement is for three hundred and sixty five days.

**RECOMMENDATION**

Staff recommends the approval of the Professional Services Agreement with Acquisition Services, Inc. for negotiation services for the purchase of additional right-of-way for the Government Way reconstruction project.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

Acquisition Services, Inc.

for

Right-of-Way Acquisition on the Government Way Widening Project  
SMA-7155 Gov't Way; Dalton to Hanley Avenue / Proj. # A011(526)

THIS Agreement, made and entered into this \_\_\_\_\_ day of May, 2010, 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, Acquisition Services, Inc., an Idaho corporation, with Don Horne as President, and, its principal place of business at 2201 N. Government Way Suite "K", PO Box 836, Coeur d'Alene, Idaho 83816-0836, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. 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 Acquisition Services, Inc.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Three Hundred Sixty Five (365) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of One Hundred Forty Seven Thousand Five Hundred Dollars and NO/100 (\$147,500.00).

B. 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. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days after completion of all work and approval of all work by the City, and receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

Section 8. Termination of Agreement for Cause. If, through any cause, 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 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 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 thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of 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.

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 of 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 or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

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

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

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the acts, errors, omissions, 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 in any way whatsoever.

B. 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 professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions, claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

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.

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. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

ACQUISITION SERVICES, INC.

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

By:   
Don Horne, President

ATTEST:

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

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

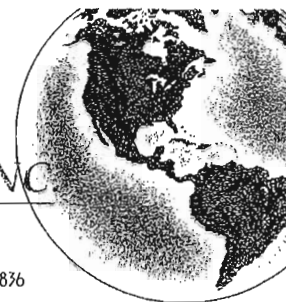
- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

ACQUISITION  
SERVICES, INC.



P.O. BOX 876  
COEUR D'ALENE, IDAHO 83816-0876  
208/765-5276 FAX 208/666-9083

March 11, 2010

City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, Idaho 83814

Attn: Mr. Chris Bates, Project Coordinator

Re: Government Way Widening Project  
Neider Avenue to Hanley Avenue  
Right of Way Bid Proposal

Dear Mr. Bates:

Please consider this our written estimate of right-of-way fees associated with your most recent bid solicitation on the above captioned project. We would propose to perform all necessary right of way functions as set out in the outlined Scope of Work. The Right of Way plans, as being supplied by Welch-Comer Engineering, have not yet been furnished us and may result in modifications to this estimate.

SCOPE OF WORK:

1. Coordinate with Title Company to secure all necessary title reports, last deeds of record etc.
2. Make initial owner contacts to explain forthcoming right-of-way activities and determine possible mitigating solutions to design problems.
3. Attend public informational meetings, if required.
4. Prepare Appraisals for final review and acceptance by the City of Coeur d'Alene and State of Idaho.

Estimated Appraisal Requirements:

- a. Ten full narrative Before & After appraisals.
  - b. Twenty Six ITD form appraisals.
  - c. Twenty Sign Relocation/Purchase Bids.
  - d. Six to Ten Architect Fees for parking lot re-designs and damage reductions.
5. Secure Appraisal Reviews as required by the State.
  6. Prepare all acquisition documents for review and acceptance by City of Coeur d'Alene legal staff.

7. Perform all Acquisition Functions.
8. Submit all completed documents for City of Coeur d'Alene's review, approval, recording and processing for payment.
9. Maintain complete records and diaries of activities performed and provide periodic status reports.
10. Represent the City of Coeur d'Alene in any right of way audits that may be required by the State.

The work to be completed in compliance with all State and Federal guidelines and within 365 days of written authorization to proceed.

Fees to perform the duties as set forth in the Scope of Work will be a Total of \$147,500. The City of Coeur d'Alene should understand and agree that if the on-going design work increases or decreases the right of way requirements, the fees and time frames can be renegotiated.

Thank you for the opportunity to submit this proposal and I will be happy to discuss the project proposal as required.

Sincerely,

ACQUISITION SERVICES, INC.



Don L. Horne  
Right of Way Consultant

**PARKS & RECREATION COMMISSION  
STAFF REPORT**

**April 19, 2010**

**From: Doug Eastwood, Parks Director**

**RE: OSPREY OBSERVATION CAMERA/MCEUEN FIELD**

**Decision Point:** Recommend to General Services to allow Eagle Scout, Devin Erickson, to proceed with fund raising and eventual installation of a camera near a McEuen Field Osprey nest for observation on the city web page.

**History:** Osprey have been nesting on top of the McEuen Field light posts for nearly a decade. They habitually return every year. Approximately 8 or 9 years ago the Idaho Department of Fish & Game donated four Osprey nests for the city to install on top of the light poles. The nests were provided as a result of a nest catching on fire from being built on top of the field lights and a twig, or twigs, got too hot igniting the nest. The Osprey were not deterred; they rebuilt their nest and return to this site every April and they depart from the area around September.

**Financial Analysis:** The Eagle Scout will identify all the costs associated with this project and raise the funds to fully implement it. We will provide necessary staff time to assist with the coordination and installation. Staff time could include that of Parks and Municipal Services (I.T.).

**Performance Analysis:** This concept of viewing the Osprey on a city web camera has been discussed for a few years. The basic idea is to provide the opportunity for anyone in the country, or anyone with internet access, to log onto the city web page and view the Osprey. This is an opportunity to see the Osprey return in the spring; reclaim their nest, hatch and raise young Osprey and depart in late summer/early fall. We have met with members of the Audubon Society, the Idaho Fish & Game Department, and the Eagle Scout's Master Advisor to discuss the feasibility of this idea. Everyone involved provided great insight and encouragement for the city to proceed with the request. The camera would be conspicuously placed near the nest but not in a manner that it would disturb the Osprey. The camera would also be protected from the Osprey and inclement weather. We will need to pay special attention to any re-construction of McEuen Field with regard to light pole relocation and time any possible light pole relocation during the 'Osprey off-season' and have poles and nests back in place prior to the big birds spring return. The Eagle Scout project is also a merit for the scout; it is the William T. Hornaday Award which encourages public awareness and stewardship of natural resources.

**Decision Point:** Recommend to General Services to proceed with the Eagle Scout project.

## STAFF REPORT

April 20, 2010

**From:** Doug Eastwood, Parks Director

**RE: OPEN SWIM MEET-INDEPENDENCE POINT**

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**Decision Point:** Recommend to General Services to allow Coeur d'Alene Area Swim Team (CAST) to hold an Open Water Swim Meet at Independence Point on August 14, 2010, in the area outside the buoyed City Beach swim area.

**History:** CAST is a year round competitive swim team that participates in local and regional swim meets hosted by USA Swimming. Swimmers compete against other swimmers in their age bracket in two year increments (8 and under, 9-10, 11-12, etc...). All meets are officiated by affiliated trained officials and all coaches are certified. USA Swimming is the national governing body for competitive swimming in the United States and CAST is a member in good standing of this organization.

CAST applied for a permit for Independence Point in August of 2009 to host this officially sanctioned open water swim meet. They have obtained a permit with the City of Coeur d'Alene, and have been going through the process to finalize their permit with the Parks Department.

**Financial Analysis:** There is no financial impact to the City. The group will have volunteers on hand to provide lifeguard needs, as well as clean up after the event. They will have EMS, County Marine Division, and the Fire department on hand in case of emergencies.

**Performance Analysis:** The event will host up to 200 swimmers, as well as numerous on-lookers. There should be no direct impact to Parks Department staff or Recreation staff, and all logistic needs will be met by the Coeur d'Alene Swim Team. This event takes place in the morning; set up will begin around 7:00 a.m. and the event is over by 11:00 a.m. so there should not be an conflict with other park users.

**Decision Point:** Recommend to General Services to approve the Coeur d'Alene Open Swim Meet on August 14, 2010 at Independence Point.

**PARKS & RECREATION COMMISSION  
STAFF REPORT**

**April 10, 2010**

**From: Steve Anthony Recreation Director**

**Subject: Donation of Scoreboards for Ramsey Fields 4&5**

**Decision Point:** Recommend to the General Services Committee to accept the donation of two NEVCO Scoreboards for Ramsey Park Fields 4&5.

**History:** The Current scoreboards at Ramsey 4&5 were purchased by the CD'A National Tournament Committee from the Sports World Softball Complex when it closed. The old boards are approximately 10 years old and hard to get parts for.

**Financial Analysis:** The new scoreboards are being purchased by the softball association. The cost of the two scoreboards is \$7,400.00. The new boards have the new LED Technology and are more energy efficient. The post and wiring are at the site. We will install the new scoreboards on the existing poles and have an electrician hook up the wiring.

**Performance Analysis:** The new scoreboards add to the quality of the fields. The old boards were not working about 50 % of the time. The Scoreboards are a requirement when hosting State or Regional Tournaments.

**Decision Point:** Recommend to the General Service to accept donation of two scoreboards from the Coeur d'Alene Softball Association.



**BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually**

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

[Office Use Only] Amt Pd 762.50  
 Rec No 481731  
 Date 2/05/2010  
 Date to City Council: 5/14/2010  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service \_\_\_\_\_

**Check the ONE box that applies:**

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

|                                                                 |                                                       |
|-----------------------------------------------------------------|-------------------------------------------------------|
| Business Name                                                   | <u>DON'S LIQUOR SALES</u>                             |
| Business Mailing Address                                        | <u>301 N. 3rd St COA, ID</u>                          |
| City, State, Zip                                                | <u>COA ID 83814</u>                                   |
| Business Physical Address                                       | <u>301 N. 3rd Street COA, ID</u>                      |
| City, State, Zip                                                | <u>COA, ID 83814</u>                                  |
| Business Contact                                                | Business Telephone: <u>2086594661</u> Fax: <u>N/A</u> |
| License Applicant                                               | <u>DONALD R. Smock</u>                                |
| If Corporation, partnership, LLC etc. List all members/officers |                                                       |

# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

April 26, 2010, 2010  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Kevin Zollman – Item 6  
Ed Padilla – Item 2  
Tom Hasslinger, CdA Press

**STAFF PRESENT**

Kenny Gabriel, Fire Chief  
Doug Eastwood, Parks Director  
Steve Anthony, Recreation Director  
Capt. Steve Childers, Police Department  
Mike Gridley, City Attorney  
Jon Ingalls, Deputy City Administrator  
Lt. Bill McLeod, Police Department  
Wes Somerton, Deputy City Attorney  
Troy Tymesen, Finance Director  
Juanita Knight, Senior Legal Assistant

**Item 1. Plan Adoption / Multi-Jurisdictional All-Hazard Mitigation Plan.  
(Resolution No. 10-015)**

Kenny Gabriel, Fire Chief, stated that the City of Coeur d'Alene has always been a supporter of Kootenai County's Office of Emergency Management and the efforts towards Disaster Mitigation. The City must be a part of the Plan or it will not be eligible for FEMA mitigation project grants. The City has applied for and received grant funds from FEMA in the past. There are many assets of the City of Coeur d'Alene that are at the top of the Counties Hazard list. These include the City Wastewater treatment plant and Tubbs Hill. This plan also assures smooth operations at a large incident which required a multi-jurisdictional response.

**MOTION: by Councilman Edinger, seconded by Councilman Bruning that Council adopt Resolution No. 10-015 approving the City of Coeur d'Alene be part of the Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan.**

**Item 2. Boy Scouts of American Project / Osprey Observation Camera.  
(Consent Calendar)**

Doug Eastwood, Parks Director, explained that the Osprey have been nesting on top of the McEuen Field light posts for nearly a decade. They habitually return every year. Approximately 8 or 9 years ago the Idaho Department of Fish & Game donated four Osprey nests for the city to install on top of the light poles. The nests were provided as a result of a nest catching on fire from being built on top of the field lights and a twig, or twigs, got too hot igniting the nest. The Osprey were not deterred; they rebuilt their nest and return to this site every April and they depart from the area around September. Mr. Eastwood said that the Eagle Scout will identify all the costs associated with this project and raise the funds to fully implement it. We will provide necessary staff time to assist with the coordination and installation. Staff time could include that of Parks and Municipal Services (I.T.). Mr. Eastwood stated that that the concept of viewing the Osprey on a city web camera has been discussed for a few years. The basic idea is to provide the opportunity for anyone in the country, or anyone with internet access, to log onto the city web page and view the Osprey. This is an opportunity to see the Osprey return in the spring; reclaim their nest, hatch and raise young Osprey and depart in late summer/early fall. Staff met with members of the Audubon Society, the Idaho Fish & Game Department, and the Eagle Scout's Master Advisor to discuss the feasibility of this idea.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council authorize the Eagle Scout to proceed with fund raising and eventual installation of a camera near a McEuen Field Osprey nest for observation on the city web page.**

**Item 3. Open Swim Request / Coeur d' Alene Swim Team.  
(Consent Calendar)**

Doug Eastwood, Parks Director, explained that the Coeur d' Alene Area Swim Team (CAST) is a year round competitive swim team that participates in local and regional swim meets hosted by USA Swimming. All meets are officiated by affiliated trained officials and all coaches are certified. CAST applied for a permit for Independence Point in August of 2009 to host this officially sanctioned open water swim meet. The group will have volunteers on hand to provide lifeguard needs, as well as clean up after the event. They will have EMS, County Marine Division, and the Fire department on hand in case of emergencies. The event will take place in the morning; set up will begin around 7:00 a.m. and the event is over by 11:00 a.m. so there should not be an conflict with other park users.

**MOTION: by Councilman Edinger seconded by Councilman Bruning that Council authorize the Coeur d'Alene Swim Team to hold an Open Water Swim Meet at Independence Point on August 14, 2010, in the area outside the buoyed City Beach swim area.**

**Item 4. Ramsey Fields Scoreboard Conation / Cd'A National Tournament Committee.  
(Consent Calendar)**

Steve Anthony, Recreation Director, is requesting approval to accept the donation of two NEVCO Scoreboards for Ramsey Park Fields 4&5. Mr. Anthony explained that the current scoreboards at Ramsey 4 & 5 were purchased by the CD'A National Tournament Committee from the Sports World Softball Complex when it closed. The old boards are approximately 10 years old and hard to get parts for. The new scoreboards are being purchased by the softball association. The cost of the two scoreboards is \$7,400.00. The new boards have the new LED Technology and are more energy efficient. The post and wiring are at the site. We will install the new scoreboards on the existing poles and have an electrician hook up the wiring.

**MOTION: by Councilman Edinger seconded by Councilman Bruning that Council accept donation of two scoreboards from the Coeur d'Alene Softball Association.**

**Item 5. Agreement with Kootenai Medical Center / Drawing Blood Alcohol Samples.  
(Resolution No. 10-015)**

Captain Steve Childers explained in his staff report that the purpose of this agreement is to define the responsibility for the payment of hospital costs associated with law enforcement requested blood draws, to provide for the retaining of the blood sample by law enforcement, and to satisfy the Emergency Medical Treatment and Labor Act (EMTALA), by ensuring a subject will be asked if they want to be seen by a physician (Medical Screening Exam). This agreement is entered into for the purpose of Kootenai Medical Center agreeing to draw blood samples from subjects brought to the facility by the Coeur d'Alene Police Department. Associated costs for the blood collection, including hospital personnel call-in fee, if necessary; will be billed to the appropriate law enforcement agency, regardless of the legal status of the subject.

**MOTION: by Councilman Bruning seconded by Councilman Edinger that Council adopt Resolution No. 10-015 approving the Agreement for Drawing Blood Alcohol Samples with Kootenai Medical Center.**

**Item 6. Legal Department Update Discussion / Ban on Cell Phone Usage While Driving.**  
**(Agenda)**

This item first came to the General Services Committee on January 25, 2010 from Steve Bell. Mr. Bell cited the dangers of being behind the wheel with a cell phone, more specifically, texting. The General Services Committee and staff discussed the pros and cons of such a ban at their February 22<sup>nd</sup>, April 12<sup>th</sup>, and today's meeting.

The General Services Committee concluded that they will give the Legislature a chance to pass a law banning text messaging while driving. If next session, the Legislature does not pass a law, the City will proceed with adopting its own ordinance banning texting within the City limits.

The General Services Committee also directed staff to draft a Resolution supporting a statewide ban on texting while driving that will be sent to the Legislature and the Association of Idaho Cities (AIC).

**MOTION: by Councilman Kennedy seconded by Councilman Bruning that Council adopt Resolution No. 10-000 supporting a statewide ban on texting while driving. The Resolution will be sent to the Legislature and the Association of Idaho Cities.**

**Item 7. Request for Proposals / McEuen Field Conceptual Design.**  
**(Agenda)**

Doug Eastwood, Parks Director, explained that they are ready to advertise for RFQ's for the design consulting team to put together a concept for McEuen Field project based on the information they've gathered over the years and from the March 25<sup>th</sup> workshop at the Senior Center. McEuen field, LCDC property, south of city hall, Third Street Marina, and Front Street will be incorporated into the project as well. It is a best guess that the cost can be between \$100,000 and \$125,000. LCDC is willing to partner with the City for 75% of this cost or up to \$100,000. The City's portion will come from the parking fund.

Councilman Bruning suggested the Planning Commission be included in reviewing the plans.

Councilman Edinger asked how many studies have been conducted on McEuen field. Mr. Eastwood stated that the McEuen area has been discussed since the late 1990's with the Hyett-Palma Report to revitalize the downtown area which included the importance of the park, its access and uses. This was followed up with a plan created by Walker/Macy. By 2002 a council appointed a review committee (Committee of Nine) which presented a concept for the park. That concept required acquisition of properties for relocation of some park amenities. The City has not been able to acquire land for those purposes. Over the past decade there have been many changes around the park area including a new library and high rise condominiums and businesses. Therefore, he believes a revised final concept design is needed.

Councilman Kennedy stated "this isn't an additional study but a conceptual design, correct"? Mr. Eastwood responded "yes, a conceptual design based on the accumulative information they have."

Councilman Edinger expressed concern with spending more money for more studies. He believes the City could work from information gathered from the previous studies.

Councilman Bruning stated that the 3<sup>rd</sup> Street Marina, parking, as well as the Front Street reconstruction will need to be part of this plan. He does not believe any of the prior studies included all of these. Mr. Eastwood added that LCDC has acquired properties south of City Hall that were also not included in previous studies.

**MOTION: by Councilman Bruning seconded by Councilman Kennedy that Council authorize staff to advertise for qualified firms to create a conceptual design for the McEuen Field Area.**

The meeting adjourned at 1:00 p.m.

Respectfully submitted,

*Juanita Knight*

Recording Secretary

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**April 26, 2010**

**From: Doug Eastwood, Parks Director**

**RE: MCEUEN FIELD PROJECT**

**Decision Point:** Recommend to City Council to authorize staff to advertise for qualified firms to create a conceptual design for the McEuen Field Area. (Map Attached)

**History:** Revising the McEuen area has been discussed since the late 1990's with the Hyett-Palma Report to revitalize the downtown area which included the importance of the park, its access and uses. This was followed up with a plan created by Walker/Macy. By 2002 a council appointed review committee presented a concept for the park. That concept required acquisition of properties for relocation of some park amenities. We were not able to acquire the land for those purposes. Over the past decade there have been many changes around the park area including a new library and high rise condominiums and businesses. Many amenities in the park have not been repaired or replaced due to the likely re-construction of the park. In March of this year the City hosted an informational workshop and received some very good input from the community. Now we are ready to move forward to phase I.

**Financial Analysis:** It is a best guess that the cost can be between \$100,000 and \$125,000. LCDC is willing to partner with the City for 75% of this cost or up to \$100,000. The City's portion will come from the parking fund.

**Performance Analysis:** This phase of the project will include several meetings with the consulting/design team, city council and council sub-committees, public in general and other committee representatives. The concept will address activities at McEuen Field, the Third Street Marina and parking issues that will consider the Downtown Business District. A goal would be to have a revised, completed, and approved concept by the end of this year. The RFQ is in the council mail for your review.

**Decision Point:** Recommend to City Council to authorize staff to advertise for RFQ's for the McEuen Field project.



## **REQUEST FOR QUALIFICATIONS**

### **McEuen Field, Third Street Marina and Front Avenue FOR THE CITY OF COEUR D'ALENE May 2010**

#### **REQUEST FOR QUALIFICATOINS**

Proposals from qualified professionals are requested for services associated with enhancements and reconstruction of the McEuen Field area and reconstruction of Front Avenue from 3<sup>rd</sup> Street to 7<sup>th</sup> Street. The community desires to be involved in the review of the conceptual work on this project. The City of Coeur d'Alene endorses the community's interests. The City of Coeur d'Alene and Lake City Development Corporation (LCDC), Coeur d'Alene's redevelopment agency will partner on this project to hire a technical consultant team (Landscape Architect/Engineer) to provide a concept and to disseminate the conceptual work and information to the community, City Council and sub-committees.

#### **PROPOSAL DUE DATE**

Six copies of the RFQ must be received no later than 5:00 p.m. PST on May 27th, 2010 at the City Clerk's office, City of Coeur d'Alene, City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. RFQ's received after this time and date will be returned. The three top-ranked consultants may be invited to attend a personal interview.

#### **PRE RFQ SUBMITTAL**

A walk-through of the site is scheduled for May 17<sup>th</sup> & 18<sup>th</sup> at 1:00 p.m. beginning at City Hall. An overview of the project scope will be followed by an on site walk of the area; expect this to be approximately two hours. You will need to notify the Parks Office as to which date you will attend the pre-RFQ meeting. We will take 50% of the applicants on the 17<sup>th</sup> and the other 50% on the 18<sup>th</sup>. Notifying us and signing up for a specific date will be on a first come, first serve basis. We will let you know when you notify us which date is still available.

#### **ANTICIPATED SCOPE OF WORK**

Enclosed is information from the most recent community workshop and an aerial view of the existing park site, marina, Front Street and the city's seven adopted value statements. Also enclosed is an aerial view taking in more of the city for considerations compatible with downtown and McEuen Field. The area surrounding McEuen Field has changed considerably over the past 10 years; a new library has been built and new businesses and residential condominiums have also been added to the immediate area. The review will include the park transition into the library and city hall as well as consideration to expand south of city hall for parking or park amenities and how the park and waterfront connect to the downtown area. There are three major components to this scope;

## **1. McEuen Field and Third Street Marina,**

### **2. Parking**

### **3. Front Street**

**McEuen Field and Third Street Marina;** This scope will evaluate the location and positioning of the ball fields, court sports, support facilities, amenities, playground, trails/pedestrian access and other cultural uses for consideration such as a Farmers Market, amphitheater, the ability to host outdoor entertainment and other suggested uses. Upgrades to lighting and irrigation will be part of this project. Lighting technology is changing rapidly and this improved technology should be addressed to include ball field lights, walk lights, parking lot lights, street lights and building lights. The Parks Department is converting other parks to a water conservation system and this park will need to be compatible with that system. A pumping and well system will become part of this conversion to irrigate the park with lake water. The park currently has an Osprey nesting site on three light poles; those sites will need to be included with input from the Idaho Fish and Game Department. The Marina area needs to address the condition of the boat launch, docks, and sea wall, as well as access and the connectivity of this boating facility to the park and downtown area. Uses and activities of the marina should also be in the evaluation.

**Parking;** This scope will need to take into consideration the possibility of putting parking below grade and maybe below street level. Consider pulling parking back to, or under Front Street, and along the Front Street corridor. This could potentially expand the park open space and create additional activities. There is a need to further analyze parking supply and demand issues in the downtown business district, and this project will play a key role in rationalizing the public parking solutions for the downtown area. Consider entry and exit points that may, at times, have large numbers of vehicles entering or leaving the parking lot. Although the ‘Four Corners’ area near CDA City Park and Independence Point is a few blocks away, the consultant team should be aware that future parking configuration could occur at that site. One of the goals is to ‘green’ the area along the Third Street Marina Seawall; this will include relocating boat trailer parking somewhere within the site. The Marina might be expanded to accommodate requests of a commercial nature but not interfere with the boating public's expectations.

**Front Street;** This scope will look at the re-construction of Front Street and include the curbing, sidewalks, trees, irrigation, pedestrian access, pedestrian and vehicle interaction on the street and intersections, possible utility relocations and street-scape aesthetics.

It will be important during this conceptual design phase that your Landscape Architect/Engineer Team can assure that the conceptual design can be implemented into working construction drawings and the project can be developed. Geographical, topographical, storm water, utility, access and practical usability should have been addressed in this conceptual phase.

During the process to create a concept in 2002, the city also adopted **seven values** that need to be applied to this review. The scope of work will need to consider the 'highest and best use' of the area.

The technical consulting firm will work closely with the City's Review Committee and the consulting firm will need to conduct public information meetings to share progress and solicit input from the community. In addition to the meetings the consultant's professional experience must enable effective communication to review findings, interpretations, and conclusions to the community, the City Council and the council sub-committees. The scope of work will include both written and oral reports, and attendance at meetings with the Review Committee and council/committee reports. The Review Committee may require assistance for communication of the information to other governmental officials and/or the public. A likely scenario for required meetings can be as follows:

#### **MEETINGS FOR THIS CONCEPTUAL PHASE:**

1. Initial meeting to walk through the site and evaluate the area.
2. Meeting with the City Council and other council sub-committees representatives. Sub committee representative's can include Parks & Recreation Commission, Arts Commission, Library Board, Parking Commission, and a representative from the Tubbs Hill Foundation, North Idaho Centennial Trail Foundation, Downtown Business Association and LCDC.
3. Preparation of conceptual sketch(s) and meeting with Review Committee.
4. Public information meeting to review conceptual sketch(s).
5. Public information meeting (2) if necessary to review amendments.
6. Meeting with Review Committee.
7. Presentation to Parks & Recreation Commission
8. Presentation to General Services Committee
9. Presentation to City Council (final adoption of concept)

#### **ASSISTANCE BY THE REVIEW COMMITTEE**

The Review Committee will help obtain pertinent reports and correspondence requested by the Consultant for consideration in the conceptual process. The Review Committee members will be available for scheduled meetings and telephone conferences. Public facilities will be available for meetings. The Review Committee can assist with securing facility locations and help with dates and times of meetings and notifying individuals. **The contact person throughout the course of the project will be the CDA Parks Director; Doug Eastwood. 208-769-2252**

#### **SELECTION PROCESS**

Written proposals with statements of qualifications will be reviewed and evaluated by the Design Review Committee. References will be contacted. The selection committee may decide that personal interviews are necessary to complete the selection process. If necessary, the three top-ranked firms will be invited to attend personal interviews with the Review Committee tentatively scheduled for June, 2010. At that time one consultant will be selected and asked to submit a proposed scope of work and agreement in a form

and with contract terms acceptable to the Community Review Committee and the City Attorney of Coeur d'Alene. The City's standard professional services agreement form is attached for reference. It is recommended that the consultant firm be comprised of a combination Landscape Architect and Engineer personnel.

### **WRITTEN RFQ FORMAT**

RFQ's should be prepared according to the following format to assist the Review Committee. Clear but concise qualifications are encouraged that are developed specifically for this project. Supplementary material such as exhibits, biographical information, and other documentation may be submitted, but separate from the written proposal.

#### **A. Qualifications**

##### **1. Expertise & Experience of the Firm**

Provide narrative that would describe why your firm could be considered to be a well-qualified consultant for the proposed work. Provide disclosure information and certifications.

##### **2. Expertise & Experience of the Consultant Team**

List the key individual(s) who would be conducting the work. Provide narrative on each individual that would describe expertise and experience that is specific to the proposed work.

##### **3. References/Performance re: Similar Projects**

Describe at least three recent projects that the proposed individual or team has completed that are similar to the proposed work. Provide phone numbers and locations of client representatives for reference contacts. Reference letters from these past clients may be submitted.

##### **4. Special Considerations ie. Unique Capabilities**

List any special considerations you believe the selection committee should keep in mind that should be credited to your firm and/ or team. Examples may include familiarity with Coeur d'Alene Parks and the Coeur d'Alene region. Awards or recognition given to your firm for similar services, etc.

##### **5. Understanding of Needs / Alternate Approach**

Without repeating the Committee's preliminary description of need, describe your understanding of needs and approach for satisfying these needs. If the approach is different, explain why and how funding and schedule may be affected.

##### **6. Proposed Scope of Work**

Provide a preliminary scope of work. Include details of necessary tasks, expectations and milestones. Describe products that result from each task. Provide a draft man-hour estimate for the scope of work envisioned at this time. Provide a draft schedule.

## **7. Project Management Considerations**

Describe your proposed techniques for timely interaction with the community and committees, for promoting efficient use of budget and other resources, for overcoming any issues related to office separation or distance from Coeur d'Alene, for assuring quality products, for assuring this project work is compatible with other commitments of time. Provide your firm's typical overhead and profit rate.

### **PERSONAL INTERVIEW FORMAT**

The three top-ranked consultants established through review of the written proposals may be invited to attend a personal interview with the selection committee. Consultants should be prepared to conduct interviews according to the following format.

#### **A. Qualifications (20 minutes)**

1. Project Manager identify team and capabilities for providing the required services.
2. Identify professional who will provide majority of the review and discuss his/her most recent applicable experience.
3. Discuss Committee's interests relative to knowledge of stated area and procedures and outcomes at other locations.
4. Show examples of work products, if desired.

#### **B. Proposal (20 minutes)**

1. Discuss preliminary approach to the project and how information will be disseminated to the various committees and the general public.
2. Discuss schedule and budget considerations.

#### **C. Respond to Questions (20 minutes)**

### **SELECTION COMMITTEE EVALUATION CRITERIA**

Responses to the following criteria will be rated by the Review Committee during review of proposals. Each element has an assigned weight which indicates the relative importance of each. The total of all weights is 100%. Proposals will be scored on the attached form by summing each committee member's ratings for each criterion (ratings of 0 through 5 are used; 5 being the best), multiplying that sum by the assigned weight, and then summing such products for all criteria to obtain the total proposal score. The three top-ranked proposers may be invited to participate in a personal interview process. After the interviews, each proposal, based on both written and oral presentation, will be re-evaluated by the original evaluation criteria and weights.

#### **A. Qualifications (Total Weight 50%)**

##### **1. Consulting Firm (10%)**

Consider referrals, communication skills, breadth and depth of services, credentials, performance reviews, experience with similar projects, conflicts of interest. Conflicts of interest may result in disqualification of the firm.

**2. Project Manager (10%)**

Consider credentials, technical capabilities, communication skills, referrals, performance reviews, and experience with similar projects.

**3. Project Engineer (10%)**

Consider credentials, technical capabilities, communication skills, referrals, performance reviews, and experience with similar projects.

**4. Project Architect (10%)**

Consider credentials, technical capabilities, communication skills, referrals, performance reviews, and experience with similar projects.

**6. Unique Capabilities (10%)**

Consider such benefits as familiarity with the Coeur d'Alene area, Coeur d'Alene Parks and Master Plan, Park Designs and construction in other communities, specialized training, etc.

**B. Proposal (Total Weight 50%)**

**7. Understanding / Approach (20%)**

Does the proposal demonstrate a thorough and professional understanding of the Communities' needs? Does it indicate independent and creative consultant advice? Does it indicate capability of the firm to work effectively within the Communities' means?

**8. Preliminary Scope (15%)**

Does the proposed scope of work include tasks and products that are necessary and/or prudent? Does it provide realistic estimates of time for the proposed work? Do the expectations for performance warrant the magnitude of proposed work?

**9. Availability (15%)**

How does the management plan and/or record of experience reflect capability for the consultant team to provide timely service and response?

**NOTE:** Scoring should consider that the proposal's scope of work and man-hour estimates are draft work plans which will likely be renegotiated with the selected consultant based on interests and ideas received by the Committee from the entire proposal review process.

**SCHEDULE**

The City of Coeur 'Alene, on behalf of the Design/Review Committee, expects to enter into agreement with the selected consultant in June, 2010. If a second review of the

McEuen Field, Third Street Marina and Front Street areas is requested by the design/consultant firm it should occur within two weeks of a signed agreement. This review would be to cover all the things discussed in the site review meeting that occurred on May 18 and 19. A schedule for public information workshops and committee/sub-committee reporting will be created within that same two week time frame; this will be done with the consulting firm and the design/review committee.

### **DELIVERABLES**

1. Schedule of public workshops and informational meetings including date, time and place.
2. Revised conceptual plan based on outcome of first public workshop. Revisions are to include McEuen Field, Parking Lots w/a count of proposed available stalls, Third Street Marina area including launch ramps and docks, and the Front Street layout including intersections and Parking Lot access points.
3. Revised conceptual plan based on outcome of final public workshop.
4. Costs for Design/Construction Documents based on City Council approval of final concept.
5. Costs for Bid and Project Administration.
6. Costs for reconstruction of McEuen Field, Parking Lots, Third Street Marina Area and Front Street including any demolition/removal costs.
7. Reconstruction time line in calendar year 2011.
8. Final report and presentation to the CDA City Council and LCDC.
9. The City of Coeur d'Alene will be the owner of all materials, drawings and information produced as a result of this conceptual phase.

### **FEDERAL FUNDING / REGULATIONS**

The McEuen Field and Third Street Marina area was acquired and/or developed with Land & Water Conservation Funds. Any work done within that area will need to comply with the LWCF agreement. The State of Idaho and the National Park Service will ultimately need to review and approve the final concept prior to reconstructing the park. The Review Committee and CDA Parks Department will follow through on this process.





OTHER BUSINESS

COUNCIL BILL NO. 10-1006  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO R-17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 2.17 ACRE PARCEL AT 3400 AND 3514 FRUITLAND LANE; 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:

**Tract 69 and the North half of Tract 68 except Tax Number 20723 and Lot 1, Block 1, Fruitlands 1<sup>st</sup> Addition in the Southeast and Northeast Quarters of Section 2, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.**

is hereby changed and rezoned from R12 (Residential at 12 units/acre) to R17 (Residential at 17 units/acre).

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

**Dedication of a five foot (5') right-of-way along the westerly boundary of Tract 69 and the north ½ of Tract 68, Fruit Lands Addition Acre Tracts.**

**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 4<sup>th</sup> day of May 2010.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

**Zone Change – ZC-3-10**

+/- 2.17 ACRE PARCEL AT 3400 AND 3514 FRUITLAND LANE

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO R-17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 2.17 ACRE PARCEL AT 3400 AND 3514 FRUITLAND LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, ZC-3-10, 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 4<sup>th</sup> day of May, 2010.

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Warren J. Wilson, Chief Civil Deputy City Attorney