

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room

**VISION STATEMENT**

**OUR VISION OF COEUR D'ALENE IS OF A BEAUTIFUL, SAFE CITY THAT PROMOTES  
A HIGH QUALITY OF LIFE AND SOUND ECONOMY THROUGH EXCELLENCE IN  
GOVERNMENT.**

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when Item F– Public Comments is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**6:00 P.M.**

**August 16, 2011**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:**

**C. PLEDGE OF ALLEGIANCE**

**D. AMENDMENTS TO THE AGENDA:** Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

**E. PRESENTATIONS**

1. PRESENTATION: Road Master Certification

**Presented by Bruce Drewes, Idaho Technology Transfer Center**

2. PRESENTATION: DogTown USA Award

**Presented by Ernie Slone, Dog Fancy Magazine**

3. PRESENTATION: Panhandle Parks Foundation

**Presented by Steve Wetzel, President of Panhandle Parks Foundation**

**F. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 5 minutes to address to City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

## **G. CONSENT CALENDAR**

Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilman or a citizen that one or more items be removed for later discussion.

1. Approval of minutes for August 2, 2011.
2. Setting General Services and Public Works Committees meetings for Monday, August 22, 2011 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-028 consisting of the following items:
  - a. Stimulus Grant Acceptance and Contract with Sun Valley Tree Service for Hazard Tree Removal and Maintenance

**As Recommended by the General Services Committee, Aug. 8, 2011**

- b. Intent to Lease Property at 3285 Fruitland Lane to North Idaho Housing Coalition

**As Recommended by the General Services Committee, Aug. 8, 2011**

- c. Lease Agreement with North Idaho Housing Coalition for Property at 625 Hattie

**As Recommended by the General Services Committee, Aug. 8, 2011**

- d. Grant Administration Services Agreement with Panhandle Area Council for HUD CDBG Funds

**As Recommended by the General Services Committee, Aug. 8, 2011**

- e. Change Order #7 – Wastewater Treatment Plant Phase 5B

**As Recommended by the Public Works Committee, Aug. 8, 2011**

- f. Contract with H2O Well Service for Kathleen Test Well

### **Staff Report Submitted**

4. Setting of Public Hearing – V-11-5: Vacation of Utility Easement in Fairway Forest 3<sup>rd</sup> Addition

**As Recommended by the Public Works Committee, Aug. 8, 2011**

5. Declaration of Sole Source Procurement for purchase of Chassis Mounted Vac-All Unit

**As Recommended by the Public Works Committee, Aug. 8, 2011**

6. Authorizing Staff to proceed with the Proposed Changes to the Planning Process

**As Recommended by the General Services Committee, Aug. 8, 2011**

7. RESOLUTION 11-029: Setting Public Hearing for Amending the FY 2010-2011 Budget

**As Recommended by the Finance Director**

**CONSENT CALENDAR Cont'd**

- 8. Approval of Outdoor Eating Facility Encroachment Permit for JAMMS Frozen Yogurt at 213 Sherman Ave.

**As Recommended by the City Clerk**

- 9. Approval of Beer/Wine license transfers for Woodsy's Zip Stops at 3675 N. Gov't Way and at 9423 N. Veranda

**As Recommended by the City Clerk**

- 10. Approval of Beer/Wine license for Franklin Hoagies at 501 N. 4th

**As Recommended by the City Clerk**

- 11. Setting of Public Hearing:
  - a. A - 3 -11: Annexation and zoning of property at 2200 W. Bellerive Lane for September 20, 2011
  - b. ZC-3-11: Zone Change at Interlake Medical Center for September 20, 2011

**As Recommended by the Planning Director**

**H. ANNOUNCEMENTS**

- 1. Council
- 2. Mayor
  - a. Appointments of Student Representatives
- 3. Administrator's Report

**I. GENERAL SERVICES**

**Chairman Kennedy**

- 1. (G.S. Item 2) Time Warner Cable Franchise
  - a. COUNCIL BILL NO. 11-1019 – Franchise ordinance
  - b. RESOLUTION 11-030 - Extension of Franchise Agreement
- 2. (G.S. Item 4) COUNCIL BILL NO. 11-1014 – Amendments to Animal Control Domestic Livestock Regulations
- 3. (G.S. Item 5) COUNCIL BILL No. 11-1017 - Ban of Sale/Use of E-Cigarettes for Minors

## **J. OTHER BUSINESS**

1. RCA – 4-11: Request for Consideration of Annexation for a portion of property formerly known as Atlas Mill Site

**Staff Report by Tami Stroud, City Planner**

2. COUNCIL BILL NO 11-1020: V-11-4 Vacation of portion of right-of-way on Melrose Street

**Per Council Action August 2, 2011**

## **K. EXECUTIVE SESSION**

I.C. 67-2345

Subsection A: To consider hiring a public officer, employee, staff member or individual agent; Subsection B: To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent; Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency; Subsection F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated; and, Subsection J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

## **M. ADJOURNMENT**

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.



# Coeur d'Alene

## CITY COUNCIL MEETING

*August 16, 2011*

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**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**

**AUGUST 2, 2011**

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 August 2, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

**PRESENTATION – FIRE DEPARTMENT UPDATE:** Fire Chief Gabriel as well as Firefighters Jeff Sells and Jeffrey Fletcher updated the Council on the value and activities of the Fire Department including paramedic services and the City's technical rescue operations including the canine program.

**PUBLIC COMMENTS:**

MC EUEN PARK AND PARKING: Jim Elder, 111 Hazelwood, Fernan, commented on the need for the parking structure at McEuen which includes: 250 additional parking spaces, the structure design creates a promenade, the parking design is for covered parking, and through this design by Team McEuen we have gained 5 acres of green space for McEuen Park.

Frank Orzell, 310 E. Garden Avenue, commented on the consultant contract for the McEuen Park Design stating that several of the required work components have not be met. Sharon Culbreth, 206 Hubbard, Coeur d'Alene, spoke in opposition to the McEuen parking garage. Rita Sims-Snyder, 818 Front Ave., presented an older McEuen Park Improvement Plan developed by Jim Elder and Rann Haight and spoke in opposition to the proposed plan. Susan Snedaker, 821 Hastings, spoke in opposition to a McEuen Park traffic study. Linda Wright, 1018 N. B St., commented on the proposed contracts for a topographic study and traffic study as part of the McEuen Park Improvement project.

TREE REMOVAL FROM THE DIKE (Rosenberry Drive): Tom Torgerson, 4808 Fernan Hill Road, addressed the FEMA order for tree removal on the dike. He believes that there are deficiencies that need to be addressed but urged the City to negotiate with FEMA and the Corps

of Engineers to follow sound science when it comes to the removal of the large pine trees.

Terry Harris, Kootenai Environmental Alliance, 404 Sherman, requested that the City be clear on their maintenance plan that will be submitted to FEMA. He believes that the criteria used by the Corps of Engineers is based on unsubstantiated science. He encouraged the City to work directly with FEMA and challenge the Corps of Engineer's directives. He also suggested that the City look for alternate controls of flooding outside of the dike.

Dan Gookin, 714 W. Empire Ave., as a resident in the Ft. Grounds, requested that the Council look at all options prior to removing the trees on Dike Road.

Roger Smith, 213 Forest Drive, commented that he believes that the Corps of Engineers is using a "one size fits all" approach to dike/levee criteria and the inspection process. He encouraged the City to challenge the directives made by the Corps of Engineers.

Sandy Emerson, 408 Sherman Avenue, complimented the Fire Department for the service they provided a family member. He believes that great cities have great parks and believes that the McEuen Park Improvement project will create jobs and improve the quality of life in the city. He also spoke in support of challenging the Corps of Engineers mandate to remove the trees on the dike.

David Bouchard, 530 W. Harrison, spoke about city contracts and their impact on the community.

KMC: Lynn Schwindel, 735 N. 4<sup>th</sup> Street, complimented the Fire Department on their role in making KMC one of the top 100 cardiac care facilities in the U.S.

**RECESS:** Motion by Goodlander, seconded by Kennedy to have a recess. The meeting recessed at 7:20 p.m. The meeting reconvened at 7:30 p.m.

**ADVISORY VOTE CALLED:** Councilman Edinger called for the Council to put the McEuen Plan to an advisory vote. Action died for a lack of second.

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

1. Approval of minutes for July 14, 19, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, August 8<sup>th</sup> at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-025: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN ADDITIONAL SERVICES AGREEMENT WITH J.U.B. ENGINEERING FOR THE 2011 WASTEWATER COLLECTION SYSTEM PROJECTS; APPROVING CHANGE ORDER NO 1 WITH PLANNED AND ENGINEERED CONSTRUCTION, INC. FOR THE 2011 WASTEWATER COLLECTION SYSTEM CIPP PROJECT; APPROVING A MEMORANDUM OF UNDERSTANDING WITH



THE SPOKANE SHERIFF'S DEPARTMENT FOR AN AIR SUPPORT UNIT; AND APPROVING A BID AWARD AND CONTRACT WITH COEUR D'ALENE PAVING FOR THE 15<sup>TH</sup> STREET RECONSTRUCTION PROJECT.

4. Approval of purchase of side-utility vehicle (UTV) for the Police Department.
5. Approval of beer/wine license for FIRE Restaurant at 517 E. Sherman.
5. Approval of cemetery lot transfer from William and Agnes Hawkins to James and Gail Hawkins.
6. Approval of cemetery lot repurchase from the estate of Elsie James Burt requested by Candice Nelson.
7. SS-8-10 – Final plat approval for James Watt short plat.

Motion by Kennedy, seconded by Goodlander to approve the Consent Calendar as presented.

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

**COUNCIL COMMENTS:**

COUNCILMAN EDINGER : Councilman Edinger congratulated the 9-10 year-old boys little league for winning the state championship.

**APPOINTMENTS – ARTS COMMISSION AND PARKING COMMISSION:** Motion by Goodlander, seconded by Kennedy to appoint Barbara Mueller and Roberta Larsen to the Arts Commission and re-appoint John Williams and Ann Melbourn to the Parking Commission. Motion carried.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced that the City of Coeur d'Alene Arts Commission is seeking artists for its Wastewater Treatment Plant to create public art to bring forward and support the important functions of the facility and highlight the city's natural environment and relationship with its precious resources. Artist proposals are due by 5:00 p.m., August 31. Artists with questions are encouraged to contact Steve Anthony, Arts Commission Liaison, at [stevea@cdaid.org](mailto:stevea@cdaid.org). This weekend hosts the exciting annual Downtown Street Fair, Taste of the Coeur d'Alene's, and Art on the Green. For more information, please contact 769-2233. Here's a tip from the Ped/Bike Advisory Committee: Riding a bike to go to work and run errands is a great way to save on gas and get exercise at the same time! Volunteer opportunities currently available are on the: Arts Commission, Parking Commission, Planning Commission, Natural Open Space Committee, Noise Abatement Board, and Pedestrian & Bicycle Advisory Committee. For more information regarding volunteer opportunities in the City of Coeur d'Alene, please visit our website at [www.cdaid.org](http://www.cdaid.org) and click on Volunteer Opportunities on the left menu, or contact Amy Ferguson, Executive Assistant, Municipal Services Department, (208) 666-5754. Specialized Needs Recreation has been awarded a \$4,800 Quality of Life grant from the Christopher and Dana Reeve Foundation. Specialized Needs Recreation will use the grant for camp fees and additional fuel costs. If you would like more information about Camp All-Stars, would like to register your child for camp, be placed on our monthly mailing list, or if you are interested in volunteering, please call Angie Goucher at 755-6781 or 769-2317. Regional historian Robert Singletary will conclude his

summer series of lectures with a program on Leonardo da Vinci and the Italian Renaissance tomorrow, August 3<sup>rd</sup>, at 7:00 p.m., at the Coeur d'Alene Public Library. This past Friday work was completed to re-install the signal at 5th & Sherman. This once timer-operated signal was upgraded with new vehicle sensor-activated controls and pedestrian activated controls. On July 20, there was a neighborhood meeting with the Board of Fresh Start and City Council members which resulted in a short term action plan and some ideas for a long-range action plan. Anyone who has a complaint about transients issues in this area are asked to call 758-0608 or email incidents to [eastshermancda@gamil.com](mailto:eastshermancda@gamil.com). Starting August 10<sup>th</sup> major road work for the turn lanes at Northwest Boulevard and Ironwood Drive will begin. Also work will begin on the I-90 bridge deck which will cause traffic detours. Kootenai County ULUC consultant will be presenting their recommendations via webinar tomorrow. Anyone interested in joining this webinar can RSVP the county at [sclark@kcgov.us](mailto:sclark@kcgov.us). The City of Coeur d'Alene continuously accepts applications and holds them on file for one year for the positions of Police Officer, Secretarial/Clerical, Janitorial, Library Clerk, and Attorney. For applications and job information, please visit our website at [www.cdaid.org](http://www.cdaid.org) or call the Human Resources Department at 769-2205.

**MCEUEN PARK IMPROVEMENT PROJECT:** Councilman Hassell presented the two proposed contracts for the topographic survey and traffic study as part of the McEuen Park Improvement Project.

DISCUSSION: Councilman McEvers asked Parks Director Doug Eastwood to respond to the comments made by Frank Orzell. Doug Eastwood commented that Mr. Orzell's comments were not accurate regarding the contract items with Miller Stauffer including costs, and deadlines, and he noted that the number of required meetings in the contract called for 9 meetings and the consultant held 59 meetings without additional compensation except for the cost of printing. In response to Mr. Orzell stating that the consultant was to have completed plans including bid specifications, Mr. Eastwood responded that the contract was for the conceptual design for future construction documents, which was completed, and the next step is the actual construction documents. Mr. Eastwood noted that Phase 1 does not include the specific features for the park in the proposed construction documents but, rather, this will include utilities that are to be put into place for the future placement of the features of the Park. Councilman Edinger commented that the \$60,000 amount being requested is above the initial \$125,000 and asked where these funds would come from. Mr. Eastwood responded that funds are being taken from the Parks Capital Improvement Fund and the Parking Fund. Councilman Edinger asked why the traffic study done a few years ago can't be used instead of doing another traffic study. Councilman Kennedy noted that study was done a few years ago and was actually a parking study. Councilman Edinger suggested that with the Street Fair coming this weekend, the traffic study could be done by closing off Front Street between 2<sup>nd</sup> and 3<sup>rd</sup> Street this weekend. Mr. Eastwood reviewed the scope of services for the traffic study which does include the closure of Front Avenue between 2<sup>nd</sup> and 3<sup>rd</sup> Streets.

#### RESOLUTION 11-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MILLER STAUFFER ARCHITECTS – TEAM MCEUEN FOR MCEUEN PARK TOPOGRAPHIC SURVEY.

Motion by Goodlander, seconded by Kennedy to adopt Resolution 11-026.

ROLL CALL: McEvers, Aye; Edinger, No; Hassell, Aye; Goodlander, Aye; Bruning, Aye; Kennedy, Aye. Motion carried.

#### RESOLUTION 11-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MILLER STAUFFER ARCHITECTS – TEAM MCEUEN FOR MCEUEN PARK TRAFFIC ANALYSIS.

Motion by Goodlander, seconded by Kennedy to adopt Resolution 11-027.

ROLL CALL: McEvers, Aye; Edinger, No; Hassell, Aye; Goodlander, Aye; Bruning, Aye; Kennedy, Aye. Motion carried.

**MITIGATION PLAN – FLOOD CONTROL WORKS (DIKE ROAD LEVEE):** City Engineer Gordon Dobler reported that last year the Army Corps contracted with a third party to inspect all of the flood control projects nationwide for proper maintenance and conformance to adopted requirements. We received their summary report in March, and are required to respond with a proposed mitigation plan within 90 days. We have received a 60 day extension in order to accommodate certain clarifications we requested.

Generally, their assessments fall into three categories; Encroachments, Vegetation, and Maintenance. There were 137 items identified, of which only 22 were compliant. The rest require varying degree of action, depending on the issue. Encroachments range from minor items such as signs and benches, to larger issues such as both existing NIC bathrooms. Regarding vegetation, none is allowed on the levee or within 15' of the concrete or sheet pile walls; however, we are not proposing to remove all the trees. The maintenance items are mostly repair of the concrete wall and restoration of the embankment where it has been eroded by years of pedestrian traffic. We have up to 2 years to come into compliance.

The City accepted the Flood Control Works for maintenance in 1940, but much of the facility is on private property, within easements granted to the city by the property owners at that time. The right of way for Rosenberry Dr. was granted along the top of the levee only. Therefore, the City is responsible for maintenance while most of the facilities are on NIC property.

Mr. Dobler presented the option of being certified by an agency other than the Corps of Engineers and explained the risks and issues involved with being certified by a different agency. He noted that the City of Pocatello has retained a different agency that the Corps of Engineers for certifying their dike who also required them to remove some of their trees. He also noted that the Corps does not give any leeway in extending the 2-year time frame in complying with their standards for the levee. He noted that our mitigation plan is not a binding agreement but simply an acknowledgment of what needs to be done and what we are proposing to do.

In reviewing the mitigation plan, Councilman Kennedy voiced his concern of stating the trees

will be removed. He would prefer using the word “mitigate”. Mr. Dobler noted that no matter what we say on our mitigation plan, the Corps of Engineers will do another inspection and they will determine if what we have done has been enough to certify the levee. If we have not done enough to their satisfaction, such as not removing the trees as they have required, they could deny certifying the levee. Mayor Bloem suggested that the mitigation plan states “other mitigation options being pursued” instead of the word “removed”. Councilman Kennedy would also like to have the City make the statement to the Corps that one of our options is to wait for the Corps to complete their study of their current standards which includes removal of the trees.

Councilman Goodlander would like staff to prepare a report that details the different options and the accompanying costs to the City for getting the levee certified to FEMA either through the Corps of Engineers or another third party.

**MOTION:** Motion by Kennedy, seconded by Goodlander to reply to the Corps by the deadline that we are in receipt of the Corps Mitigation Summary Report and this letter and attachment is our response: We are submitting mature tree mitigation to the third party expertise to confirm the science, including the 2-year Federal study that is going on now. The city will explore all available options for compliance to the Army Corps and FEMA and will provide an appropriate mitigation plan regarding the mature trees as soon as practicable after the Federal study findings are released. Motion carried.

**PUBLIC HEARING – V-11-4 – VACATION OF PORTION OF EXCESS MELROSE STREET RIGHT-OF-WAY:** Mayor Bloem announced the rules of order for this public hearing. City Engineer Gordon Dobler gave the staff report.

Mr. Dobler gave the applicant’s name as Darrell Harr, 720 Davidson Avenue and his request as the vacation of a portion (25.0’) of excess Melrose Street right-of-way adjoining the westerly boundary of his property on the northeast corner of Melrose Street and Davidson Avenue.

He noted that the portion of right-of-way that is being requested for vacation is in excess of the standard right-of-way for all streets in the immediate vicinity and most of the City in general. The Melrose Street right-of-way adjoining the subject property is seventy-five feet (75.0’), whereas, the Melrose right-of-way adjoining the southerly boundary of the subject property is only fifty feet (50.0’). All of the excess right-of-way adjoins the applicant’s property and the vacation would not impact the street section since it is fully constructed and sufficient right-of-way would remain for sidewalk placement if necessary in the future. Additionally, the vacation of right-of-way would allow the applicant to construct a garage and meet all required setbacks by City code.

He reported that notices were mailed with 5 responses being received – 3 in favor, 2 neutral.

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

**MOTION:** Motion by Goodlander, seconded by McEvers to approve the request and vacate the right-of-way portion to the adjoiner to the east. **ROLL CALL:** Bruning, Aye; Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

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

The meeting adjourned at 9:50 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk

RESOLUTION NO. 11-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING STIMULUS GRANT ACCEPTANCE AND CONTRACT WITH SUN VALLEY TREE SERVICE FOR HAZARD TREE REMOVAL AND MAINTENANCE; INTENT TO LEASE PROPERTY AT 3285 FRUITLAND LANE TO NORTH IDAHO HOUSING COALITION; APPROVING A LEASE AGREEMENT WITH NORTH IDAHO HOUSING COALITION FOR PROPERTY AT 625 HATTIE; APPROVING A GRANT ADMINISTRATION SERVICES AGREEMENT WITH PANHANDLE AREA COUNCIL FOR HUD CDBG FUNDS; APPROVING CHANGE ORDER NO. 7 WITH CONTRACTORS NORTHWEST, INC. FOR THE WASTEWATER TREATMENT PLANT PHASE 5B; APPROVING A CONTRACT WITH H2O WELL SERVICES FOR THE DRILLING OF THE KATHLEEN AVE. 6" TEST WELL.

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) Stimulus Grant Acceptance and Contract with Sun Valley Tree Service for Hazard Tree Removal and Maintenance;
- 2) Intent to Lease Property at 3285 Fruitland Lane to North Idaho Housing Coalition;
- 3) Approving a Lease Agreement with North Idaho Housing Coalition for Property at 625 Hattie;
- 4) Approving a Grant Administration Services Agreement with Panhandle Area Council for HUD CDBG Funds;
- 5) Approving Change Order No. 7 with Contractors Northwest, Inc. for the Wastewater Treatment Plant Phase 5B;
- 6) Approving a Contract with H2O Well Services for the drilling of the Kathleen Ave. 6" Test Well.

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 16<sup>th</sup> day of August, 2011.

\_\_\_\_\_  
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 \_\_\_\_\_.

## URBAN FORESTRY STAFF REPORT

**DATE:** August 8, 2011  
**FROM:** Karen Haskew, Urban Forestry Coordinator  
**SUBJECT:** Stimulus Grant for Hazard Tree Removal and Maintenance

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**DECISION POINT:** Recommended that the City accept a \$33,533.80 grant award to perform tree removals and maintenance on poor condition trees in city parks and within the rights-of-way (street trees) and enter into a contract with a tree service to do the work.

### **HISTORY:**

The Idaho Department of Lands (IDL) received federal Stimulus (ARRA) funds in 2010 through the U.S. Forest Service to be used for public tree maintenance in Kootenai and Bonner Counties. Coeur d'Alene utilized \$133,512 of these funds in 2010. One of the other communities which received an award in 2010 extended the deadline to use the funds, but was unable to use all of the funds allocated to them. Coeur d'Alene has made application to the IDL to utilize these left-over funds.

### **FINANCIAL ANALYSIS:**

The grant funds will be used to hire a contractor to do the tree work. This is a reimbursement grant. There is no cash match requirement for grant funds. However, the City will have some minor cash expenses, such as postage to contact property owners abutting street tree locations, as well as staff time to administrate the grant. The grant funds will be used to hire a tree service to do the tree removal and maintenance work (pruning), since the purpose of the funds is to increase and maintain local employment opportunities in achieving public improvements.

Abutting property owners will be responsible for planting replacement trees for street trees that will be removed. The purchase of a qualified replacement tree will be in the range of \$150, with additional costs if they choose to hire someone to plant rather than doing the planting themselves. However, the abutting property owners are, by ordinance, responsible for the care and maintenance of trees within the public rights-of-way. They are therefore being saved the tree removal costs that will be paid by the grant. The pruning maintenance of trees will not result in costs to the abutting property owners.

### **PERFORMANCE ANALYSIS:**

The trees identified for care are those that are in conditions that show the highest need for prevention of future hazard and decline. These trees are identified through continuing inventory work. Removal and replacement of trees with high hazard ratings promotes safety as well as provides new trees for the city's future. Preventative pruning will prolong the life and usefulness of public trees.

Because these funds were allocated for use in 2010, we have agreed with the IDL to use the funds as quickly as possible. We anticipate that the contractor will start work by late August and complete the work by October 7<sup>th</sup>.

Contacts will be made with abutting property owners before any street tree work is done. Many of these contacts have already been made.

Receiving ARRA funding for tree maintenance work will benefit local tree services, should increase employment, and will save abutting property owners the maintenance costs for the trees in most need.

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

Recommended that the City accept a \$33,533.80 grant award to perform tree removals and maintenance on poor condition trees in city parks and within the rights-of-way (street trees) and enter into a contract with a tree service to do the work.



## CONTRACT

THIS CONTRACT, made and entered into this 16<sup>th</sup> day of August, 2011, 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 **SUN VALLEY TREE SERVICE**, 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 PO Box 585, Coeur d'Alene, ID 83816, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the **CONTRACTOR** has been awarded this contract for **PUBLIC TREE MAINTENANCE**: to improve the overall health and value of public trees while improving public safety by removal or pruning, which will consist of Crown Cleaning (CC) along with Crown Thinning (CT), Crown Raising (CR), Crown Restoration (CN), or improvement of overall tree structure according to plans and specifications on file in the office of the Parks Department, 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 the public tree maintenance 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. All material shall be of the high standard required by the plans and specifications and approved by the City Urban Forester, 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 insureds in the amount of Five Hundred Thousand Dollars (\$500,000) 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 Thirty Two Thousand Five Hundred and Thirty Three Dollars and 80/100 (\$32,533.80).**

Partial payment shall be made on the fourth 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 Finance Director.

The number of calendar days allowed for completion of the Contract work shall be forty-two (42) 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 above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred Dollars (\$500) 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.

The justification for funding of this project through the American Recovery and Reinvestment Act was based on county unemployment, so every effort must be made to hire Kootenai and Bonner County, Idaho residents first. After which, residents of neighboring counties with similar high unemployment should be sought next for hire or contracts. IT IS AGREED that the **CONTRACTOR** will submit monthly reports to the **CITY** about jobs created and retained and the county of residence of the people who hold those positions.

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 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.

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

- Description of the Project
- Tree List
- Bid Amounts
- Bid Submittal
- Contract Award
- Project Timeline
- Progress and Final Payments
- Required Reporting
- Certification, Acts or Regulation Compliance
- Bidder's Qualification Statement
- General Conditions
- Tree Removal
- Tree Pruning
- Information of Bid Tabulations
- Bid Tabulation Sheet
- Public Tree Maintenance List
- Successful Bidder's Checklist

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

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

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

**CONTRACTOR:**  
SUN VALLEY TREE SERVICE

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

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

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

ATTEST:

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

STATE OF IDAHO        )  
                                  ) ss.  
County of Kootenai    )

On this 16<sup>th</sup> day of August, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

-----

STATE OF IDAHO        )  
                                  ) ss.  
County of Kootenai    )

On this            day of August, 2011, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Sun Valley Tree Service**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

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

DATE: JULY 29, 2011

FROM: TROY TYMESEN, FINANCE DIRECTOR  
RENATA MCLEOD, PROJECT COORDINATOR

RE: AUTHORIZING AN AGREEMENT FOR AN INTENT TO LEASE A PORTION OF  
CITY-OWNED LAND ON FRUITLAND LANE WITH NORTH IDAHO HOUSING  
COALITION AFFORDABLE HOUSING (DUPLEX) PROJECT

---

**DECISION POINT:** To authorize an agreement for intent to lease city-owned property on Fruitland Lane to North Idaho Housing Coalition (NIHC) for an affordable housing, duplex, project.

**HISTORY:** The City of Coeur d'Alene has a strategic goal of finding ways to implement/create affordable housing opportunities. Additionally, in the housing needs assessment completed this year, there is a goal to create affordable homeownership opportunities for Coeur d'Alene workforce. The City has partnered on several rental opportunities, with this homeownership opportunity being its first opportunity to partner on this goal. NIHC has envisioned a two unit homeownership opportunity at property owned at 3285 Fruitland Lane, Coeur d'Alene. NIHC is in the process of completing a grant application to Idaho Housing and Finance Association for HOME funds in the amount of \$140,000 to demolish the existing housing unit and to reconstruct a duplex (two townhouses/saleable units) in its place. The grant will require the housing units to be sold to people that are 80% or below area median income. A duplex is the maximum allowable units for the parcel allowed by its current zoning.

While the City would continue to own the land, leasing the lot to NIHC will strengthen their grant application and ensure additional affordable units during the term of the lease agreement. The attached agreement of intent to lease land outlines information needed for the grant application. In the meantime, staff will work out the terms of a land lease that will ensure affordability of the units into the future, which will be similar in terms to the St. Vincent de Paul lease for land on Fruitland Lane.

**FINANCIAL ANALYSIS:** Currently no hard costs would be associated with this item, since the property is owned by the City.

**PERFORMANCE ANALYSIS:** In an effort to continue implementing strategies for affordable housing, this opportunity to collaborate with NIHC is a great project to target the community's workforce.

**DECISION POINT:** To authorize an agreement for intent to lease a city-owned property on Fruitland Lane to NIHC for an affordable housing duplex/townhouse project.

## AGREEMENT OF INTENT TO LEASE

This Agreement (“AGREEMENT”) is entered into this 16<sup>th</sup> day of August, 2011, by and between the **CITY OF COEUR D’ALENE** (the “CITY”), Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, and **NORTH IDAHO COMMUNITY SERVICES CORPORATION, INC. dba NORTH IDAHO HOUSING COALITION** (hereinafter “NIHC”), an Idaho non-profit organization whose address is 370 W. Kathleen Avenue, Suite 500, Coeur d’Alene, Idaho 83815.

### RECITALS

- A. The CITY is the owner of the real property (the “PROPERTY”), described as:
- Lot 1, Block 1 Braunsen Addition; a replat of Lot 1, Block 1 of Clark Addition, (BK. I P. 187) Portion of E ½ of Section 2, Township 50 North, Range 4 West Boise Meridian, City of Coeur d’Alene, Kootenai County, Idaho.
- The PROPERTY, more commonly known as 3285 N. Fruitland Lane, Coeur d’Alene, Idaho, is depicted in **Exhibit “A”**, which by this reference is incorporated herein.
- B. With the intention of providing affordable home ownership opportunities to low to moderate income citizens, the CITY intends to partner with NIHC on a low to moderate income project (the “PROJECT”) on the PROPERTY.
- C. The PROJECT specifically includes the demolition of the existing CITY owned housing unit, and construction of a Duplex financed with HOME grant funding on the PROPERTY. The CITY intends to lease the PROPERTY to NIHC, who will sell the Duplex units to low to moderate income citizens.
- D. It is the intent of the parties to negotiate the terms of the Land Lease, which shall be for a duration of no less than Fifty (50) years with a twenty-five (25) year renewal provision, then present the Lease to the City Council, unless the project is unable to be funded.
- E. It is agreed that the terms of the Lease will include consideration of between One Dollar (\$1.00) per year and Three Hundred and Fifty Dollars (\$350.00) per month, and other terms finalized with participation from Idaho Housing and Finance, HOME Grant funding. Both parties agree to negotiate the terms of the Land Lease in good faith.
- F. For good and valuable consideration, receipt of which is hereby acknowledged, the CITY agrees to negotiate and enter into a Land Lease with NIHC and NIHC agrees to negotiate and enter into a Land Lease with the CITY after the CITY receives notice from NIHC that the Project has qualified for funding by Idaho Housing and Finance Association for HOME Grant funding.

G. This Agreement will be terminated by the CITY only if NIHC is not awarded funding under HOME program.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have executed this Agreement as of the date set forth above.

CITY OF COEUR D'ALENE,

NORTH IDAHO HOUSING COALITION

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

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

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 16<sup>TH</sup> day of August, 2011, 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 IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **North Idaho Housing Coalition** and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



**EXHIBIT "A"**



**GENERAL SERVICES COMMITTEE  
MEMORANDUM**

DATE: AUGUST 1, 2011

FROM: TROY TYMESEN, FINANCE DIRECTOR  
RENATA MCLEOD, PROJECT COORDINATOR

RE: AUTHORIZING A LEASE AGREEMENT FOR CITY-OWNED LAND AT 625  
HATTIE AVENUE WITH NORTH IDAHO HOUSING COALITION

---

**DECISION POINT:** To authorize a lease agreement to lease city-owned property at 625 Hattie Avenue to North Idaho Housing Coalition (NIHC) for affordable housing homeownership/land trust opportunity.

**HISTORY:** In 2002 the City of Coeur d'Alene entered into an agreement with North Idaho Community Services Corporation (NICSC), to lease land and allow NICSC to place a house upon the property. North Idaho Housing Coalition has taken over NICSC and would like to continue the lease of land. The lease from 2002 has expired, so a new lease is being proposed.

The intent of the lease of the land is to provide a long-term land lease, which will provide an opportunity for NIHC to invest in the house and sell it as part of a land trust, which will remain affordable during the term of the lease. The City of Coeur d'Alene has a strategic goal of finding ways to implement/create affordable housing opportunities. Additionally, in the housing needs assessment completed this year, there is a goal to create affordable homeownership opportunities for Coeur d'Alene workforce. The City has partnered on several rental opportunities, with this homeownership opportunity being its first opportunity to partner on this goal. NIHC is in the process of completing a grant application to Idaho Housing and Finance Association for HOME funds in the approximate amount of \$30,000 to improve the existing house located upon the city-owned property at 625 Hattie Avenue. The grant and land trust will require the housing units to be sold to people that are 80% or below area median income.

**FINANCIAL ANALYSIS:** Currently no hard costs would be associated with this item, since the property is owned by the City.

**PERFORMANCE ANALYSIS:** In an effort to continue implementing strategies for affordable housing, this opportunity to collaborate with NIHC is a great project to target the community's workforce.

**DECISION POINT:** To authorize a lease agreement to lease city-owned property at 625 Hattie Avenue to North Idaho Housing Coalition (NIHC) for affordable housing homeownership/land trust opportunity.

## LEASE AGREEMENT

This lease agreement made this 16<sup>th</sup> day of August, 2011, between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho ( the "City") with its principle place of business at 710 East Mullan Avenue, Coeur d'Alene, ID 83814 and North Idaho Community Services Corporation, Inc dba **North Idaho Housing Coalition** (hereinafter "NIHC"), an Idaho non-profit corporation organized pursuant to the laws of the State of Idaho with its principle place of business at 370 E. Kathleen Ave. Suite 500 CDA, Idaho 83815

The Parties hereby agree as follows:

1. **PREMISES:** The City hereby leases to NIHC the real property (the "Land") located at 625 Hattie Avenue, legally described at Lot 1, Block 1, Braunsen Addition, Coeur d'Alene, Idaho 83814 ("the Premises"). NIHC owns an existing structure (the "House") located on the Premises. The House is and will remain the personal property of NIHC throughout the term of this agreement. The Land and the House are collectively referred to as the "Premises". The Premises is depicted in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference.
2. **PURPOSE:** The sole purpose of this Lease is to allow NIHC to operate, rehabilitate, and maintain the Premises as an affordable housing unit serving those 80% or below the area median household income for the Coeur d'Alene metropolitan statistical area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor agency.
3. **TERM OF LEASE:**
  - A. **Original Term:** The land lease will commence upon execution of this agreement. The term will extend for seventy five (75) years from the date of this agreement as outlined below.
  - B. **Option to Extend:** NIHC is hereby given the exclusive option to extend the term on all the provisions contained in this agreement for one (1) additional twenty five (25) year period ("extended term") following expiration of the original term, by giving notice of exercise of the option ("extension notice") and by pre-paying the entire rental amount for the extension period to the City at least six (6) months before expiration of the original term. Provided, however, that if NIHC is substantially in default on the date of giving the extension notice on the date the extended term is to commence, or if NIHC has not substantially and timely complied with the terms of the Lease for the original term, the extension notice shall be ineffective, the extended term shall not commence and this Lease shall expire at the end of the original term.
  - C. **Holdover Period:** If NIHC, with the City's consent, remains in possession of the Premises after expiration or termination of the term, including any extended term, or after the date in any notice given by the City to NIHC terminating this Lease, such possession by Tenant shall be deemed to be a year to year tenancy terminable by either party on giving thirty (30) days

notice of termination to the other party. All provisions of this Lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

4. RENT: NIHC will pay to the City the amount of one dollar (\$1.00) for each year of the term of this Lease. Payment of the entire rental amount will be due and payable upon the execution of this agreement. In the event that the term of this agreement is extended as contemplated under section 3B above, NIHC will pay the entire rental amount for the extended period with the required notice to extend.

5. CONDITION OF PREMISES: The Premises consists of the House that is owned by NIHC and is currently used as a rental for a low income tenant and the Land, which is owned by the City. The City makes no representation regarding the fitness of the Land for the Lease purpose. NIHC has fully inspected the Land and accepts it in its present condition. The City shall have no obligation to construct any leasehold improvements or otherwise prepare the Land for NIHC's use or occupancy.

6. ALTERATIONS: NIHC shall not make any alterations of the Premises, other than for the Lease purpose, without the written consent of the City.

7. MAINTENANCE AND REPAIR: During the term of this lease, maintenance of all improvements constructed or placed on the Land is the sole responsibility of NIHC. NIHC shall at all times during the term of this Lease, at its own expense, keep the Premises and all improvements constructed or placed on the Land, in good order and repair.

8. FIRE INSURANCE: NIHC shall keep the Premises and all improvements constructed or placed on the Land insured against loss or damage by fire, flood or other casualty during the term of this Lease and shall be entitled to receive all payments paid under the terms of fire, flood or casualty insurance policies.

9. DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS: In case of damage by fire, flood or other casualty to the Premises or any improvement constructed or placed on the Land, NIHC shall repair the Premises and all additional improvements as soon as is reasonably possible under the circumstances. If the damage is so extensive as to amount practically to the total destruction of the leased Premises or of the additional improvements, NIHC shall either reconstruct the improvements (including the House) to satisfy the Lease purpose or notify the City in writing within twenty (20) days of the damage of its intention to terminate this agreement. If NIHC opts out of this Lease, it must restore the Land, at its sole cost and expense, to a condition acceptable to the City. In determining what constitutes a reasonable time for repair, reasonable consideration shall be given to delays caused by strikes, acts of nature, adjustment of insurance, and other causes beyond NIHC's control.

10. PUBLIC LIABILITY INSURANCE: NIHC covenants and agrees to procure and maintain at its sole expense throughout the continuance of this agreement, public liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars (\$1,000,000.00) per occurrence, from a company or companies approved by the City. Such insurance may not be cancelled or modified without at least thirty

(30) days advance written notice to the City, who shall, at its option, be named as an additional insured. Evidence of such insurance shall be furnished to the City upon request.

11. WAIVER OF SUBROGATION: To the extent allowed by law, the parties hereby release each other and their respective authorized representatives from any claims for damage to any person, the Premises and/or any additional improvements constructed or placed on the Land that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or if it is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

12. REMOVAL OF IMPROVEMENTS: At the end of the term of the Lease, or upon the termination of this Lease for any reason, NIHC may either seek to renegotiate a new land lease with the City or remove the House and all additional improvements from the Land. If the City is unwilling to enter into a new lease or if NIHC elects to remove the House and any additional improvements placed on the Land, NIHC must, at its sole expense, remove all such improvements within six (6) months after the date the City notifies NIHC in writing that it will not enter into a new land lease or within six (6) months after the date that NIHC notifies the City in writing of its intention to remove the House and all additional improvements from the Land, whichever is earlier. If NIHC fails to remove the House or any other improvement on the Land within the time allowed by this Section, the same shall be conclusively deemed to be abandoned by NIHC and shall belong solely to the City without claim or right on the part of NIHC.

13. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: NIHC is solely responsible for ensuring compliance with all Federal, State and Local laws and regulations governing the provision of housing on the Premises as contemplated by the Lease purpose including, but not limited to, the Fair Housing Act and Americans with Disabilities Act.

14. INDEMNIFICATION: NIHC, as a material part of the consideration to be rendered to the City under this Lease, hereby waives all claims against the City for damages to its improvements on the Land, or the personal property of any of its tenants or for injuries to persons in or about the Premises from any cause arising at any time for which there is no valid and collectible insurance unless said damages or injuries result from the City's or the City's officer's, agent's or employees's gross negligence. NIHC will also indemnify, defend and hold the City and its

officer's, agent's and employees's harmless from any damage or injury to any person, or personal property of any person, arising from NIHC's use of the Premises.

15. NOTICE: All notices and other communications required or permitted under this Lease Agreement shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address as set forth above, or by personal service as allowed by the Idaho Rules of Civil Procedure.

16. QUIET ENJOYMENT: The City covenants that upon payment of the rent herein provided and the performance by NIHC of all covenants herein, NIHC shall have and hold the Premises, free from any interference from the City, except as otherwise provided for herein.

17. ASSIGNMENT AND SUBLETTING: NIHC may not assign, transfer, or encumber this Lease or any interest NIHC has in the House, or any additional improvements placed on the Land, without the prior written consent of the City, which shall not be unreasonably withheld. In the event that NIHC seeks to sell or transfer its ownership in the House or any additional improvements placed on the Land, it must require the prospective purchaser or assignee to enter into an agreement with the City that contains all of the substantive provisions of this agreement in its purchase agreement or other agreement with the prospective purchaser or assignee.

18. ATTORNEY FEES: If any action shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the leased Land, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

19. ARBITRATION: Any controversy arising from this Lease or its breach shall be resolved by arbitration in accordance with the then prevailing Rules of the American Arbitration Association, and any judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction.

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

21. TAXES: NIHC will be responsible for any taxes assessed on the real property, which is the subject matter of this lease.

22. TIME OF THE ESSENCE: Time is of the essence of this lease.

23. COMPLETE AGREEMENT: It is hereby mutually agreed and understood that this agreement contains all agreements, promises, and understandings between the City and NIHC

and that no other agreements, promises, or understandings shall or will be binding on either the City or NIHC in any dispute, controversy, or proceeding at law and any addition, variation or modification to this agreement shall be void and ineffective unless in writing and signed by both the parties hereto.

24. VENUE AND CHOICE OF LAW: Should any legal claim or dispute arise between the Lessor and the Lessee, the proper place of venue shall be in the First Judicial District, Kootenai County, Idaho and laws of Idaho shall apply.

25. TERMS BINDING: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessee has caused this lease to be executed by its Mayor and City Clerk and its corporate seal affixed, and the Lessor has executed the same, the day and year first above written.

CITY OF COEUR D'ALENE,  
LESSEE

NORTH IDAHO HOUSING COALITION,  
LESSOR

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

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

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 16<sup>TH</sup> day of August, 2011, 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 IDAHO )  
 ) ss.  
County of Kootenai )

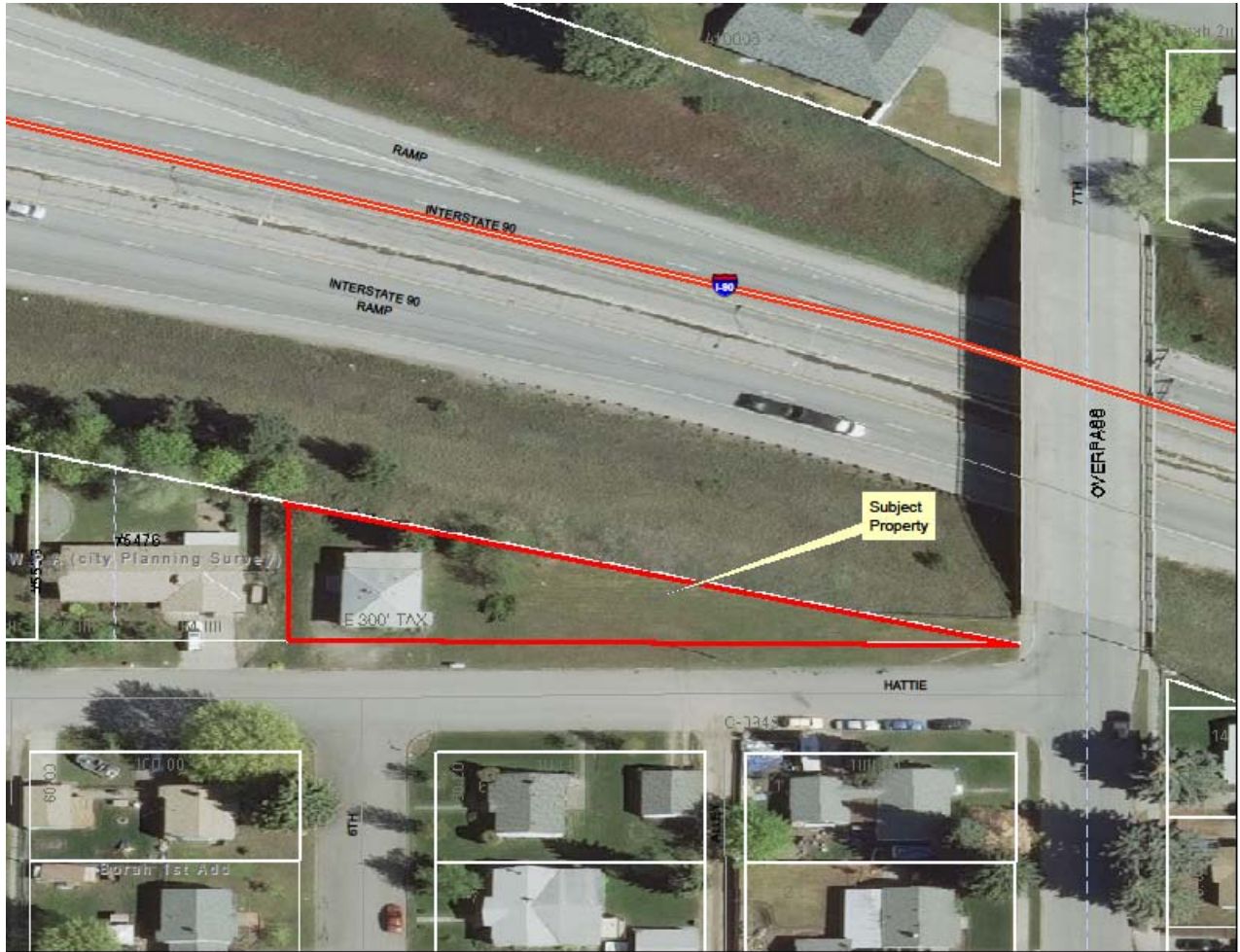
On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **North Idaho Housing Coalition** and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



**EXHIBIT "A"**



**GENERAL SERVICES COMMITTEE  
MEMORANDUM**

DATE: AUGUST 2, 2011

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF EXTENSION OF AGREEMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH PANHANDLE AREA COUNCIL FOR GRANT ADMINISTRATION SERVICES.

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**DECISION POINT:** To authorize an extension to the Professional Services Agreement with Panhandle Area Council for grant administration services.

**HISTORY:** The City entered into a Professional Services Contract on July 7, 2009 with Panhandle Area Council for grant administration services of the City's Community Development Block Grant (CDBG) program. The Contract term was two years with two (2) one-year options for renewal. The City is now completing its three years as a CDBG entitlement community. Each year, more programs are developed and more details and documentation procedures are established. Therefore, staff recommends an increase payment of \$5,000 for this one-year extension.

**FINANCIAL:** Payment for services is budgeted within the CDBG administration account and shall be divided into quarterly payments of \$11,250, totaling \$45,000.

**PERFORMANCE ANALYSIS:** Authorizing the extension to the agreement will allow PAC to continue providing grant administration services.

**DECISION POINT/RECOMMENDATION:** To authorize an extension to the Professional Services Agreement with Panhandle Area Council for grant administration services.

**EXTENSION 1  
TO  
PROFESSIONAL SERVICES CONTRACT BETWEEN  
CITY OF COEUR D'ALENE AND PANHANDLE AREA COUNCIL  
FOR THE COEUR D'ALENE COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM.**

WHEREAS, The above parties entered into a Professional Services Contract (“Contract”) on July 7, 2009, adopted pursuant to Resolution No. 09-025, for grant administration services for the City of Coeur d’Alene’s Community Development Block Grant (CDBG) Program; and

WHEREAS, the Contract was for a term of two (2) years, from April, 2009 through March 31, 2011, with two (2) one-year options for renewal; and

WHEREAS, The City of Coeur d’Alene (“City”) and Panhandle Area Council (“PAC”) desire to extend the Contract for the first one-year extension; and

WHEREAS, The City is in its third year of receiving CDBG funding, and has become aware of additional documentation and policy requirements for administration of the funds, specifically relating to environmental reviews.

THEREFORE, the parties mutually agree to amend the Contract as follows:

**1. Section 5. Effective Date and Time of Performance:**

The parties agree to execute the first one (1) year extension of the Contract. As such, the term of this Contract expires on March 31, 2012 with a one (1) year option for renewal. The term of this Contract and the provisions herein may be extended to cover any additional time period required to perform work for close out of this Contract and/or transfer of the contract services to the City.

**2. Section 7. Scope of Services:**

The administrative scope of services, which PAC will perform under this Contract, is attached hereto as Exhibit “1,” and by this reference is incorporated herein. Exhibit “1” supersedes the original scope of work (Exhibit “1”) referenced in the Contract.

It is agreed by the parties that the services of PAC do not include any of the following: the disbursement or accounting of funds distributed by the City’s financial officer, legal advice, fiscal audits, or assistance with activities not related to the CDBG Entitlement Program.

**3. Section 8. Compensation:**

For the satisfactory completion of administrative services to be provided under this Contract, as herein amended, the City will pay PAC a sum not to exceed Forty Five Thousand Dollars and no/100 (\$45,000.00) annually, which the City agrees to pay as follows:

a. Upon written request, the City will make quarterly progress payments to PAC in the amount of Eleven Thousand Two Hundred and Fifty Dollars and NO/100 (\$11,250.00).

b. Reimbursable expenses beyond the Administrative Scope of Work budget will be billed at the cost for the individual project activities, which includes printing costs, classified/legal notices, special projects, mass mailings, and out of region travel. All items must have the prior approval of the City.

**4. No Further Modification of the Professional Service Contract:**

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

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

DATED THIS 16<sup>th</sup> day of August, 2011.

**CITY OF COEUR D'ALENE**

**PANHANDLE AREA COUNCIL**

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

By: \_\_\_\_\_  
James L. Deffenbaugh  
Executive Director

ATTEST:

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

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

STATE OF IDAHO     )  
  ) ss.  
County of Kootenai     )

On this 16<sup>th</sup> day of August, 2011, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

\*\*\*\*\*

STATE OF IDAHO     )  
  ) ss.  
County of Kootenai     )

On this \_\_\_\_\_ day of August, 2011, before me, a Notary Public, personally appeared **James L. Deffenbaugh**, known to me to be the Executive Director, of Panhandle Area Council, and person whose name is subscribed to the within instrument on behalf of said corporation and acknowledged that such corporation executed the same.

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

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

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** August 8, 2011  
**FROM:** David E. Shults, Capital Program Manager *D.E.S.*  
**SUBJECT:** Change Order #7 for Contractors Northwest for WWTP Phase 5B

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**DECISION POINT:**

The City Council is requested to approve Change Order #7, for an increased cost of \$53,267 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,134,684.

**HISTORY:**

Construction of the Phase 5B project improvements is approximately 95 percent complete. Phase 5B includes a new administration/lab building and a multi-bay garage, which are complete and currently occupied by the City's wastewater staff. Phase 5B also includes a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building. The project is scheduled for completion in October 2011.

Change Order #7 includes twenty-five changes to the plans and specifications that were made by project consultant, HDR Engineering and City staff. Descriptions of the change items are included in the attached letter from HDR Engineering.

The change order includes:

- fifteen items that revised or added features to correct design and site conflicts, or to improve functionality, safety, operation, or maintenance;
- four items to add features required by the building inspector;
- one no-cost item that documented resolution of a HVAC duct conflict;
- five items of rework for which the design engineer assumes responsibility and will reimburse the City.

HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary.

**FINANCIAL ANALYSIS:**

Phase 5B Construction Costs

Building Permits	82,948
Equipment Prepurchase	125,000
Archeological Monitoring	7,486
Construction Engineering and Inspection	1,999,478
Construction Bid	10,632,100
Construction Change Order #1	48,801
Construction Change Order #2	78,850
Construction Change Order #3	64,804
Construction Change Order #4	105,280
Construction Change Order #5	99,836
Construction Change Order #6	51,746
<u>Construction Change Order #7 (new)</u>	<u>53,267</u>

Total Phase 5B construction project cost	13,349,596
Assumed Project Contingency	631,579 (5% of Construction and Engineering)
-Engineer's original Construction Contract Cost Estimate	12,314,000 (-5% to +10%)
-Original Construction Contract Amount	10,632,100
-Current Construction Contract Amount	11,134,684
-Current construction cost increases	502,584
-Current construction change order percentage	4.7%

Funding: Construction of Phase 5B is a two year project partially funded by a \$12M loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,500,000 cash reserves in the City's Wastewater Fund. The City budget for the first year in FY 09/10 was \$8,514,436. The current FY 10/11 City budget for the second year is \$7,500,000.

**DISCUSSION:**

The project involves seven different structures and associated building permits, a combination of heavy industrial construction and architectural commercial building construction, and loan funding mandates for use of only American made materials, payment of Davis-Bacon prevailing wages, and extensive documentation and reporting. The change orders to date are within reason (4.7%) and the project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. Working together to quickly identify and approve necessary changes has reduced costs associated with delays. Many of the change items result in improvements for better operations, maintenance, and safety. The change order items on the project are typical of a project of this complexity, the project is progressing on schedule, and the cost of construction is \$565,316 less than the originally anticipated cost for the project.

**DECISION POINT/RECOMMENDATION:**

The City Council is requested to approve Change Order #7, for an increased cost of \$53,267 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,134,684.

Attachment

des1450

August 2, 2011

City of Coeur d'Alene Wastewater Department  
Attn: Mr. Dave Shults, Capital Program Manager  
710 E. Mullan Ave.  
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Treatment Plant  
Phase 5B Solids Processing Improvements  
Change Order No. 7 for Contractors Northwest, Inc. (CNI)**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 7 for the above referenced project.

### **Summary**

The total for the recommended Change Proposal Requests included in Change Order No. 7 is \$53,267.00. This results in an increase of the contract price from \$11,081,417.00 to a revised contract price of \$11,134,684.00

Please note for comparison that the original Opinion of Probable Construction Cost (i.e., cost opinion) range, published at the time of the project bid, was from \$11,700,000 to \$13,500,000 with a base cost opinion of \$12,314,000. The median of bids from pre-qualified contractors prior to award of the contract was \$12,335,000 and the average was \$12,440,000. The revised contract price, reflecting this change order, remains approximately \$565,316 less than the low end of the cost opinion prior to bid.

Also, as further described below, HDR has agreed to contribute \$2,372 for swapping the office and lunchroom doors in the Collections Maintenance Garage in CPR No. 119, \$3,023 for ADA compliant sinks in CPR No. 121, \$1,731 for re-working fire extinguisher cabinets in the Administration/Laboratory Building in CPR No. 126, \$327.00 for replacing a door frame in CPR No. 151 and \$767 for re-working emergency light fixtures in the Administration/Laboratory Building in CPR No. 154 to reimburse the City for issues which required corrective action following construction of the items.

### **Change Proposal Requests**

This Change Order No. 7 incorporates the Change Proposal Requests (CPRs) attached to this letter of transmittal and are summarized below:

**CPR No. 21 – Signage.** This Change Proposal Request involves installation of handicap accessible signage at handicap entrance door locations for the Administration/Laboratory



Building and Collections Maintenance Garage as required by the City Building Department. This change item is a cost addition of \$2,111 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 49 – Admin Lab Ductwork Credit.** This no cost Change Proposal Request involves modifications to the HVAC ducts serving the Fume hoods in the Administration/Laboratory Building. These modifications were made to avoid conflicts with other building trades and resulted in minimizing duct crossover at the space above the 2<sup>nd</sup> floor ceiling. This change item is a cost addition of \$0 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 54 – Perimeter Fence Changes.** This Change Proposal Request involves extending the perimeter fence in the southeast corner of the site approximately 5 FT and adding an additional corner post. The fence line adjustment was needed to avoid a conflict with the site utilities and gas line that were extended further east to maximize the available site footprint for construction of future facilities. This change item is a cost addition of \$3,153 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 101 – Temperature Mixing Valves.** This Change Proposal Request involves installation of seven (7) temperature mixing valves at the sinks within the Administration/Laboratory Building. The temperature mixing valves provide for a safer plumbing installation while allowing the temperature in the domestic hot water loop to be increased as required for laboratory equipment. This change item is a cost addition of \$2,503 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 108 – Admin Lab Stair and Handrail Mods.** This Change Proposal Request involves extension of the south building access stair of the Administration/Laboratory Building exterior and the addition of epoxy coated stair handrail at the accesses on the south and west sides of the building as well. The handrail and stair modifications were required to address City Building Department review comments provided in the field. This change item is a cost addition of \$7,714 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 110 – RFI 297 Extend 3-3W Line through Utilidor.** This Change Proposal Request involves extension of the #3W water service pipeline in the Utilidor to serve existing hose bibs that were found to be originally served by a #3W service line that was demolished during construction of the new Utilidor extension. This change item is a cost addition of \$878 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 115 – WCD 002 – Admin Lab S. Stairwell Heater.** This Change Proposal Request involves installation of heat tracing on the backflow prevention equipment installed in the south stairwell of the Administration/Laboratory Building. The backflow preventer was moved from its original location in an earlier project change to address the building

review comments. Although the subject piping is within the building stair access, this area could experience the potential for freezing during severe weather conditions, and the added heat tracing was requested by the City. This change item is a cost addition of \$1,311 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 116 – WCD 003 – Admin Lab Exit Sign & Light.** This Change Proposal Request involves installation of an additional exit light and sign in the Administration/Laboratory Building above the south entrance door. This change provides for added safety and security for the facility. This change item is a cost addition of \$2,243 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 119 – WCD 006 – Maintenance Garage Door Swap.** This Change Proposal Request involves changing the hollow metal door frames for the Lunchroom and Office within the Collections Maintenance Garage to provide for an inward swinging door at the Collections Maintenance Office rather than an outward/corridor swinging door as shown in the original design. As a result of the required re-work, HDR has agreed to contribute \$2,372 toward this change item resulting in no cost to the City and will show credit on a future invoice for professional services for the project. A change to the contract duration was not required for this change item.

**CPR No. 121 – WCD 008 – Admin Lab and Maintenance Garage Kitchen Sinks.** This Change Proposal Request involves changing the kitchen sinks within the Administration/Laboratory and Collections Maintenance Garage Buildings to provide for ADA compliance. This item was not addressed in design review and was determined after the sinks were constructed. This change item resulted in rework to the countertops and replacement of the original designed sinks with ADA compliant units. As a result of the required design modifications to meet ADA and the Building Code, HDR has agreed to contribute \$3,023 toward this change item resulting in no cost to the City and will show credit on a future invoice for professional services for the project. A change to the contract duration was not required for this change item.

**CPR No. 125 – WCD 014 – Admin Lab Louver Backdraft.** This Change Proposal Request involves installation of a backdraft damper within the building exhaust duct/louver system at the Administration/Laboratory Building. During startup of the HVAC system, the Owner and HDR observed that the outside exhaust louver could encounter backdraft of cold or warm air during certain weather or building climate control conditions and reverse pressurization of the building envelope. To prevent the undesirable backdraft conditions, the damper was installed within the building as an added environmental control feature. This change item is a cost addition of \$3,305 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 126 – WCD 015 – Admin Lab Fire Extinguisher.** This Change Proposal Request involves revision of three fire extinguisher cabinets and installation of a KNOX box as requested by the fire Department. This change item is a cost addition of \$2,648 to the

original contract amount. HDR has agreed to contribute \$1,731 toward the re-work of the fire extinguisher cabinets and will show credit on a future invoice for professional services for the project. The remaining \$917 for provision of the City requested KNOX box is an enhancement requested by the City Fire Department. A change to the contract duration was not required for this change item.

**CPR No. 128 – WCD 017 – Admin Lab Electrical Changes.** This Change Proposal Request involves replacement of a 240V receptacle at the laboratory fume hoods with a single 120V, 30 Amp receptacle and installation of a new surface mounted electrical outlet on the east wall of the mechanical room to serve the Culligan Water softening system. Both modifications were identified during system installation and were considered necessary enhancements to the laboratory facilities. This change item was is a cost addition of \$1,523 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 133 – Seal Water Station Improvements.** This Change Proposal Request involves installation of several enhancements to the centrifugal and vortex pumping seal water stations including installation of water hammer arrestors and more robust in-line strainers. The enhancements will result in more efficient and cost effective long-term operation and maintenance of the stations. This change item is a cost addition of \$4,076 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 135 – CPR #135/RFI #320/PCO #106 – TCP-1011 Power.** This Change Proposal Request involves provision of a 120V power circuit for the temperature control panel at the existing Influent Pumping Station. This change item was is a cost addition of \$2,058 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 151 – D-105 Height Change.** This Change Proposal Request involves changing a door frame from 7'-0" to 7'-10" for the Womens' restroom within the Administration/Laboratory Building to match other doors with similar function. This change item was an additional cost of \$327 to the original contract amount. HDR has agreed to contribute \$327 toward the re-work of this door and will show credit on a future invoice for professional services for the project. A change to the contract duration was not required for this change item.

**CPR No. 152 – PCO #124R.1 - Admin & Maintenance Buildings Doors Stops.** This Change Proposal Request involves providing and installing five (5) door stops for office doors at the Administration/Laboratory Building. This change item is a cost addition of \$351.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 153 – FO #15, PCO #146 – Small Diameter Piping Changes.** This Change Proposal Request involves installation of plumbing to serve the reverse osmosis unit, glassware washer and sinks for the laboratory. Additional plumbing features are needed for

the Owner furnished laboratory equipment. This change item is a cost addition of \$3,181 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 154 – PCO #112 – Replace Emergency Bug Eye Light Fixtures.** This Change Proposal Request involves replacing emergency light fixtures within the Administration/Laboratory Building. Two (2) light fixtures are replaced with fixtures that the City believes are more aesthetic for the installation locations. As a result of the required design modifications, HDR and Trindera have agreed to contribute \$767 toward the re-work of these fixtures and will show credit on a future invoice for professional services for the project. A change to the contract duration was not required for this change item.

**CPR No. 155 – FO #14/PCO #147 – Relocate Drinking Fountains.** This Change Proposal Request involves revising the location of the drinking fountains to the Reception/Waiting Room of the Administration/Laboratory Building to provide proper ADA access. This change item is a cost addition of \$3,127 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 156 – RFI 251/PCO #116 – Admin Bldg Sill Modifications.** This Change Proposal Request involves installation of a 2” metal closure plate at the window sills in the Administration Laboratory Building where building columns impact final finishing of the window frames. The metal sill plates enable the window frames to be finished with sheetrock over the framed section of the wall for a better interior finished look. This change item is a cost addition of \$916 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 157 – RFI 300/PCO #117 – Sidewalk or Landscape at North End of Collections Maintenance Garage.** This Change Proposal Request involves installation of two buried HDPE conduit sleeves for future installation of recycled water irrigation piping under the north sidewalk. The installation of the conduits required directional boring of the sleeves and will avoid the need for sawcutting, demolition and replacement of the sidewalk in the future when these future utilities are installed. This change item is a cost addition of \$2,429 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 158 – RFI #316/PCO #139 – Level Sensor Mounting at Sludge Hopper TST-7801.** This Change Proposal Request involves manufacture and installation of 4” piping spools to accommodate the tank level elements for the sludge hoppers. Spool pieces are required to enable correct installation of the instruments at the tank location shown on the contract drawings. This change item is a cost addition of \$816 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 159 – PCO #140 – Relocate Floor Drain Piping in Solids Building to Make Room for New 12 IN DOF.** This Change Proposal Request involves re-location of existing drain piping in the existing Solids Building that conflicted with the installation of the new

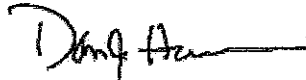
Mr. Dave Shults  
August 2, 2011  
Page 6

digester overflow pipeline. This change item is a cost addition of \$1,592 to the original contract amount. A change to the contract duration was not required for this change item.

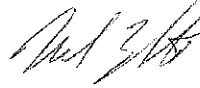
**CPR No. 160 – RFI #187/PCO #121 – Space Available for GDR 7501.** This Change Proposal Request involves installation of piping spools and re-location of isolation valves on the sludge grinder located in the basement of the existing Solids Handling Building to accommodate for the larger than anticipated sludge grinder. The changes allow for a cleaner installation of the sludge grinder and makes the unit more accessible for operation and maintenance activities. This change item is a cost addition of \$843 to the original contract amount. A change to the contract duration was not required for this change item.

Please contact either of us if you require additional explanation or information.

Sincerely,  
HDR ENGINEERING, INC.



Dan J. Harmon, P.E.  
Project Manager



Michael Zeltner, P.E.  
Project Engineer

- c. David Keil, HDR Engineering, Inc.  
Don McIntosh, Contractors Northwest, Inc.  
Enclosures: Change Order No. 7 w/ associated CPRs



**CHANGE ORDER NO. 7**

**OWNER:** City of Coeur d'Alene, ID

**DATE:** August 1, 2011

**CONTRACTOR:** Contractors Northwest, Inc.

**HDR PROJECT NO.:** 134317

**PROJECT:** City of Coeur d'Alene Wastewater Treatment Plant  
Phase 5B Solids Processing Improvements

**CONTRACT DATE:** January 19, 2010

**CONTRACT PERIOD:** April 8, 2011 to July 6, 2011

It is agreed to modify the Contract referred to above as follows:

Provide all materials, labor and equipment necessary for the work outlined in the CPRs listed in the table below. CPRs, including back-up documentation, are attached to this Change Order.

<b>CPR</b>	<b>Description</b>	<b>Time Extension (Calendar Days)</b>	<b>Cost</b>
021	Signage	0	\$2,111.00
049	Admin Lab Ductwork Credit	0	\$0.00
054	Perimeter Fence Changes	0	\$3,153.00
101	Temperature Mixing Valves	0	\$2,503.00
108	Admin Lab Stair and Handrail Mods	0	\$7,714.00
110	RFI 297 Extend 3-3W Line through Utilidor	0	\$878.00
115	WCD 002 – Admin Lab S. Stairwell Heater	0	\$1,311.00
116	WCD 003 – Admin Lab Exit Sign & Light	0	\$2,243.00
119	WCD 006 – Maintenance Garage Door Swap	0	\$2,372.00
121	WCD 008 – Admin Lab and Maintenance Garage Kitchen Sinks	0	\$3,023.00
125	WCD 014 – Admin Lab Louver Backdraft	0	\$3,305.00
126	WCD 015 – Admin Lab Fire Extinguisher	0	\$2,648.00
128	WCD 017 – Admin Lab Electrical Changes	0	\$1,523.00
133	Seal Water Station Improvements	0	\$4,076.00
135	RFI #320/PCO #106 – TCP-1011 Power	0	\$2,058.00
151	D-105 Height Change	0	\$327.00
152	PCO #124R.1 - Admin & Maintenance Buildings Doors Stops	0	\$351.00
153	FO #15, PCO #146 – Small Diameter Piping Changes	0	\$3,181.00
154	PCO #112 – Replace Emergency Bug Eye Light Fixtures	0	\$767.00
155	FO #14/PCO #147 – Relocate Drinking Fountains	0	\$3,127
156	RFI 251/PCO #116 – Admin Bldg Sill Modifications	0	\$916.00
157	RFI 300/PCO #117 – Sidewalk or Landscape at N End of Collections Garage	0	\$2,429.00
158	RFI #316/PCO #139 – Level Sensor Mounting at Sludge Hopper TST-7801	0	\$816.00
159	PCO #140 – Relocate ABS Floor Drains in Solids Building to Make Room for New 12 IN DOF	0	\$1,592.00
160	RFI #187/PCO #121 – Space Available for GDR 7501	0	\$843.00
<b>Change Proposal Requests Total Amounts</b>		<b>0</b>	<b>\$53,267.00</b>

**CHANGE ORDER SUMMARY**

**Contract Price:**

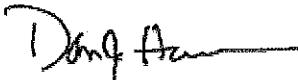
Contract Price prior to this Change Order	\$11,081,417.00
Net Increase/Decrease of this Change Order	\$53,267.00
<b>Revised Contract Price with all Approved Change Orders</b>	<b>\$11,134,684.00</b>

**Contract Time:**

	Substantial Completion of Bid Item Nos. 2 and 3	Substantial Completion of All Work	Final Completion of All Work
Contract Time Prior to this Change Order	410 Calendar Days	550 Calendar Days	590 Calendar Days
Net increase of this Change Order	0	0	0
<b>Revised Contract Time With All Approved Change Orders</b>	<b>410 Calendar Days</b>	<b>550 Calendar Days</b>	<b>590 Calendar Days</b>

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved for HDR Engineering, Inc. By:  \_\_\_\_\_ Date: August 1, 2011

Approved for Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution: Owner, Contractor, Office, Field, File.



**CHANGE ORDER NO. 7**

**OWNER:** City of Coeur d'Alene, ID

**DATE:** August 1, 2011

**CONTRACTOR:** Contractors Northwest, Inc.

**HDR PROJECT NO.:** 134317

**PROJECT:** City of Coeur d'Alene Wastewater Treatment Plant  
Phase 5B Solids Processing Improvements

**CONTRACT DATE:** January 19, 2010

**CONTRACT PERIOD:** April 8, 2011 to July 6, 2011

It is agreed to modify the Contract referred to above as follows:

Provide all materials, labor and equipment necessary for the work outlined in the CPRs listed in the table below. CPRs, including back-up documentation, are attached to this Change Order.

<b>CPR</b>	<b>Description</b>	<b>Time Extension (Calendar Days)</b>	<b>Cost</b>
021	Signage	0	\$2,111.00
049	Admin Lab Ductwork Credit	0	\$0.00
054	Perimeter Fence Changes	0	\$3,153.00
101	Temperature Mixing Valves	0	\$2,503.00
108	Admin Lab Stair and Handrail Mods	0	\$7,714.00
110	RFI 297 Extend 3-3W Line through Utilidor	0	\$878.00
115	WCD 002 – Admin Lab S. Stairwell Heater	0	\$1,311.00
116	WCD 003 – Admin Lab Exit Sign & Light	0	\$2,243.00
119	WCD 006 – Maintenance Garage Door Swap	0	\$2,372.00
121	WCD 008 – Admin Lab and Maintenance Garage Kitchen Sinks	0	\$3,023.00
125	WCD 014 – Admin Lab Louver Backdraft	0	\$3,305.00
126	WCD 015 – Admin Lab Fire Extinguisher	0	\$2,648.00
128	WCD 017 – Admin Lab Electrical Changes	0	\$1,523.00
133	Seal Water Station Improvements	0	\$4,076.00
135	RFI #320/PCO #106 – TCP-1011 Power	0	\$2,058.00
151	D-105 Height Change	0	\$327.00
152	PCO #124R.1 - Admin & Maintenance Buildings Doors Stops	0	\$351.00
153	FO #15, PCO #146 – Small Diameter Piping Changes	0	\$3,181.00
154	PCO #112 – Replace Emergency Bug Eye Light Fixtures	0	\$767.00
155	FO #14/PCO #147 – Relocate Drinking Fountains	0	\$3,127
156	RFI 251/PCO #116 – Admin Bldg Sill Modifications	0	\$916.00
157	RFI 300/PCO #117 – Sidewalk or Landscape at N End of Collections Garage	0	\$2,429.00
158	RFI #316/PCO #139 – Level Sensor Mounting at Sludge Hopper TST-7801	0	\$816.00
159	PCO #140 – Relocate ABS Floor Drains in Solids Building to Make Room for New 12 IN DOF	0	\$1,592.00
160	RFI #187/PCO #121 – Space Available for GDR 7501	0	\$843.00
<b>Change Proposal Requests Total Amounts</b>		<b>0</b>	<b>\$53,267.00</b>



**CHANGE ORDER SUMMARY**

**Contract Price:**

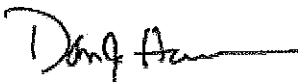
Contract Price prior to this Change Order	\$11,081,417.00
Net Increase/Decrease of this Change Order	\$53,267.00
<b>Revised Contract Price with all Approved Change Orders</b>	<b>\$11,134,684.00</b>

**Contract Time:**

	Substantial Completion of Bid Item Nos. 2 and 3	Substantial Completion of All Work	Final Completion of All Work
Contract Time Prior to this Change Order	410 Calendar Days	550 Calendar Days	590 Calendar Days
Net increase of this Change Order	0	0	0
<b>Revised Contract Time With All Approved Change Orders</b>	<b>410 Calendar Days</b>	<b>550 Calendar Days</b>	<b>590 Calendar Days</b>

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved for HDR Engineering, Inc. By:  \_\_\_\_\_ Date: August 1, 2011

Approved for Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution: Owner, Contractor, Office, Field, File.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** August 16, 2011  
**FROM:** Terry W. Pickel, Assistant Superintendent, Water Department  
**SUBJECT:** Approval of Contract for drilling of Kathleen Test Well

=====

**DECISION POINT:** Staff requests Council approval of a contract with H2O Well Services to drill a 6” test well on property southeast of the Atlas/Kathleen intersection for establishment of a proposed new municipal well site.

**HISTORY:** Due to the unanticipated failure of the Hawk’s Nest Test Well due to borderline arsenic levels in 2008, staff has been actively searching for another suitable well site. JUB Engineering graciously provided staff with a copy of the known TCE and Arsenic plumes which have been plotted within this area of the City. This allowed staff to more effectively locate potential well sites. Property adjacent to Woodland Middle School was scrutinized but an agreement could not be reached to purchase a small portion of the property for a well. Staff then focused attention on the vacant land at the southeast corner of Atlas Rd and Kathleen Ave currently owned by the Catholic Diocese. A tentative purchase agreement was recently struck and permission to drill the test well was granted as a condition of the purchase.

**FINANCIAL ANALYSIS:** Staff requested six quotations from Idaho licensed drillers for the proposed 6” test well. Four quotations were received by the closing date of July 29<sup>th</sup> with the results being \$28,600 by H2O Well Service, \$39,470 by Horsley Drilling, \$39,950 by United Crown Pump and Drilling, \$69,920 by Blue Star Enterprises Inc. The lowest quotation supplied by H2O Well Services included all specified provisions such as extended development of the well to achieve the highest water quality samples, sieve analyses to determine the proper screen slot sizing for the future production well, and specific capacity tests to determine the maximum yield of the aquifer in this area for future pump sizing. This quote is well within the original preliminary estimate for the project of \$45,500. The test well was provided for in the 2010-11 Budget with a line item balance of \$100,000 which included additional monies to secure purchase of the property. The funding source for the test well will be from cap fees.

**PERFORMANCE ANALYSIS:** The drilling of a preliminary test well will allow the City to better determine whether the water quality at this site meets the specific guidelines established by the Safe Drinking Water Act for potable drinking water prior to investing a great deal of resources in a production well. It will also give staff and the designer of the future production well the expected quantity of water available to properly size the future well and all related pumping equipment. In addition it will be beneficial to our knowledge of the geologic make up of the aquifer in this area for any other future sites. Should the test well indicate that the site is not suitable for this purpose, we will continue to search for alternative sites.

**QUALITY OF LIFE ANALYSIS:** The comprehensive plan shows a future large municipal well being needed in this area to adequately supply water to our customers in the High Zone. Projections utilizing the current rate of growth indicate that we will need to have a well in this general area by the year 2010. The test well will help confirm water quality for the proposed site.

**DECISION POINT/RECOMMENDATION:** Staff is requesting approval by City Council of a contract with H2O Well Services for the drilling of the Kathleen 6” Test Well in anticipation of future construction of a municipal production well at the Kathleen Ave/Atlas Rd site.

Kathleen Test Well Quotes  
Contractors

Item	United Crown Pump and Drilling	H2O Well Services	Horsley Drilling	Blue Star Ent. NW Inc.	All Ways Drilling	Action Drilling
Test Well	\$ 39,950.00	\$ 28,600.00	\$ 39,470.00	\$ 69,920.00	None received	None Received
Total	\$ 39,950.00	\$ 28,600.00	\$ 39,470.00	\$ 69,920.00	\$ -	\$ -

## CONTRACT

THIS CONTRACT, made and entered into this 16<sup>th</sup> day of August, 2011, 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 **H2O WELL SERVICES**, 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 **582 W Hayden Avenue, Hayden, ID 83835**, hereinafter referred to as "**CONTRACTOR**",

### WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Drilling of the Kathleen 6" Test Well** 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 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 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 insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, 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 **Twenty-Eight Thousand Six Hundred Dollars and no/100 (\$28,600.00)**.

Partial payment shall be made on the fourth 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 Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 90 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 above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) 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.

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 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

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

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

**CITY OF COEUR D'ALENE,**

**CONTRACTOR:**

KOOTENAI COUNTY, IDAHO

H2O WELL SERVICE, INC

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

By: \_\_\_\_\_  
Thomas Richardson, President

ATTEST:

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

~~~~~

STATE OF IDAHO )  
                          ) ss.  
County of Kootenai )

On this 16<sup>th</sup> day of August, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO )  
                          ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of August, 2011, before me, a Notary Public, personally appeared **Thomas Richardson**, known to me to be the President, of **H2O Well Services, Inc.**, and the persons who

executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



RESOLUTION NO. 11-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2010-2011, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2010:

**GENERAL FUND EXPENDITURES:**

|                            |    |                      |           |
|----------------------------|----|----------------------|-----------|
| Mayor and Council-----     | \$ | 209,702              |           |
| Administration-----        |    | 506,414              |           |
| Finance Department-----    |    | 685,549              |           |
| Municipal Services-----    |    | <del>1,287,249</del> | 1,289,749 |
| Human Resources-----       |    | 240,728              |           |
| Legal Department-----      |    | <del>1,373,662</del> | 1,375,812 |
| Planning Department-----   |    | 497,784              |           |
| Building Maintenance-----  |    | <del>406,282</del>   | 1,150,189 |
| Police Department-----     |    | <del>9,396,597</del> | 9,478,829 |
| Byrne Grant-----           |    | <del>155,186</del>   | 171,508   |
| Byrne Grant Equipment----- |    | <del>249,860</del>   | 326,768   |
| COPS Grant-----            |    | 219,250              |           |
| K.C.J.A. Task Force-----   |    | <del>36,700</del>    | 48,700    |
| ADA Sidewalks-----         |    | <del>214,617</del>   | 239,917   |
| Fire Department-----       |    | <del>7,102,021</del> | 7,491,546 |
| General Government-----    |    | <del>185,750</del>   | 928,742   |
| Engineering Services-----  |    | <del>1,161,422</del> | 1,519,723 |
| Streets/Garage-----        |    | <del>2,092,253</del> | 2,204,954 |
| Parks Department-----      |    | <del>1,638,267</del> | 1,681,973 |
| Recreation Department----- |    | <del>755,512</del>   | 761,912   |
| Building Inspection-----   |    | <del>764,526</del>   |           |

**TOTAL GENERAL FUND EXPENDITURES:**      ~~\$29,179,331~~      \$31,794,275

**SPECIAL REVENUE FUND EXPENDITURES:**

|                                         |                    |         |
|-----------------------------------------|--------------------|---------|
| Library Fund-----                       | \$1,231,020        |         |
| Community Development Block Grant-----  | 336,746            |         |
| Impact Fee Fund-----                    | 583,000            |         |
| Parks Capital Improvements-----         | <del>205,000</del> | 386,800 |
| Annexation Fee Fund-----                | -0-                |         |
| Insurance / Risk Management-----        | <del>206,925</del> | 653,077 |
| Cemetery Fund-----                      | 271,308            |         |
| Cemetery Perpetual Care Fund-----       | 98,500             |         |
| Jewett House-----                       | 17,050             |         |
| Reforestation-----                      | <del>2,500</del>   | 45,500  |
| Street Trees-----                       | 57,000             |         |
| Community Canopy-----                   | 1,200              |         |
| Arts Commission-----                    | 6,450              |         |
| Public Art Funds-----                   | 80,300             |         |
| Kootenai Metropolitan Planning Org----- | <u>650,000</u>     |         |

**TOTAL SPECIAL FUNDS:** \$3,746,999 \$4,417,951

**ENTERPRISE FUND EXPENDITURES:**

|                            |                       |            |
|----------------------------|-----------------------|------------|
| Street Lighting Fund-----  | \$ 591,321            | 641,321    |
| Water Fund-----            | <del>6,924,772</del>  | 6,969,772  |
| Wastewater Fund-----       | <del>18,915,393</del> | 19,115,393 |
| Water Cap Fee Fund-----    | 850,000               |            |
| WWTP Cap Fees Fund-----    | 752,580               |            |
| Sanitation Fund-----       | 3,118,772             |            |
| City Parking Fund-----     | <del>176,957</del>    | 261,457    |
| Stormwater Management----- | <u>1,573,460</u>      |            |

**TOTAL ENTERPRISE EXPENDITURES:** \$32,903,255 \$33,282,755

FIDUCIARY FUNDS:----- 2,562,000  
STREET CAPITAL PROJECTS FUNDS:----- ~~7,853,000~~ 7,752,500  
DEBT SERVICE FUNDS:----- 1,668,878  
**GRAND TOTAL OF ALL EXPENDITURES:** ~~\$77,913,463~~ \$81,478,359

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 23, 2010 and August 30, 2011.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 20th day of September, 2011 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 16th day of August, 2011.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

**CITY OF COEUR D'ALENE  
FISCAL YR 2010-11 BUDGET AMENDMENT**

| <b>REVENUE SUMMARY</b>    | <b>FY 10-11<br/>BUDGETED</b> | <b>FY 10-11<br/>PROJECTED</b> | <b>Projected<br/>Increase</b> |
|---------------------------|------------------------------|-------------------------------|-------------------------------|
| Taxes                     | 15,236,403                   | 15,236,403                    | -                             |
| Fees and Licenses         | 3,871,800                    | 3,914,609                     | 42,809                        |
| Intergovernmental         | 7,292,008                    | 7,854,346                     | 562,338                       |
| Services                  | 667,560                      | 641,610                       | (25,950)                      |
| Fines and Forfeits        | 448,400                      | 378,300                       | (70,100)                      |
| Interest                  | 40,000                       | 35,000                        | (5,000)                       |
| Miscellaneous             | 16,600                       | 211,025                       | 194,425                       |
| Interfund Transfer        | 1,569,860                    | 1,573,280                     | 3,420                         |
| Beginning Balance         | 36,700                       | 1,949,702                     | 1,913,002                     |
| <b>TOTAL GENERAL FUND</b> | <b>29,179,331</b>            | <b>31,794,275</b>             | <b>2,614,944</b>              |

| <b>General Fund - Added Expenses</b>                                         | <b>Cost</b>      |
|------------------------------------------------------------------------------|------------------|
| Municipal Services - Copier repair                                           | 1,500            |
| Municipal Services - Licensing Background Checks                             | 1,000            |
| Legal Dept - Sick Leave Repurchase                                           | 2,150            |
| Building Maint - Wages - furring out walls                                   | 14,000           |
| Building Maint - Preventative Maintenance                                    | 27,335           |
| Building Maint - Johnson Control energy improvements                         | 702,573          |
| Police Dept - Overtime for special events                                    | 38,200           |
| Police Dept - Highway Safety Grant overtime Enforcing Underage Drinking      | 1,726            |
| Police Dept - Highway Safety Grant overtime for DUI                          | 4,000            |
| Police Dept - Clothing allowance increase in last year's contract            | 5,200            |
| Police Dept - Unemployment Insurance                                         | 10,000           |
| Police Dept - Bullet Proof Vest Reimbursement Grant                          | 5,948            |
| Police Dept - Rifle Auction - Range                                          | 7,891            |
| Police Dept - Minor Equipment - Unclaimed Property                           | 1,494            |
| Police Dept - Tuition Reimbursement Rollover per contract                    | 7,473            |
| Police Dept - increase in range contract                                     | 300              |
| Fire Dept - Constant Manning                                                 | 60,500           |
| Fire Dept - New paging system to enable interface with the 700 MHZ Radios    | 14,025           |
| Fire Dept - Fire Boat                                                        | 15,000           |
| Fire Dept - SCBA/Compressor - FEMA Grant                                     | 300,000          |
| General Government - Transfer to Insurance Fund for Sanders Beach settlement | 276,492          |
| General Government - 102 & 106 Homestead property purchases                  | 451,500          |
| General Government - Transfer to Street Lighting Fund                        | 15,000           |
| Police Dept - 2009 Byrne JAG Grant - wages and benefits                      | 16,322           |
| 2007 Byrne Grant - equipment - 2007-DJ-BX-0720                               | 824              |
| 2010 Byrne Grant - equipment - 2010-DJ-BX-0477                               | 76,084           |
| Street Dept wages - 7th Street CDBG Project - Grant                          | 29,700           |
| Street Dept - Fuel                                                           | 12,000           |
| Streets Dept - Repair and Maintenance Traffic Signals                        | 39,200           |
| Street Dept - Equipment Rental                                               | 13,801           |
| Steet Dept - R/M Equipment                                                   | 18,000           |
| ADA Abatement wages - 7th Street CDBG Project - Grant                        | 15,300           |
| ADA Abatement concrete                                                       | 10,000           |
| Engineering - Minor Equipment - Traffic Reader Repair                        | 3,500            |
| Engineering - Safe Routes to School Grant                                    | 14,080           |
| Engineering - Overlay carryover                                              | 310,721          |
| Engineering - Education Corridor                                             | 30,000           |
| Parks Dept - R/M Grounds - Kerr Oil Site Cable Fence                         | 1,206            |
| Parks Dept - Unemployment                                                    | 30,000           |
| Parks Dept - HRA retirement payout                                           | 12,500           |
| Recreation - part time salaries for AAU tournaments                          | 6,400            |
| Drug Task Force (Federal) - ATV                                              | 12,000           |
|                                                                              | <b>2,614,944</b> |

| <b>Other Funds - Added Expenses</b>                       | <b>Cost</b>    |
|-----------------------------------------------------------|----------------|
| Street Lighting - Annual Operation                        | 50,000         |
| Intersection of Hanley & US 95                            | 3,000          |
| 15th and Harrison Signal                                  | 19,000         |
| Howard Street North Project                               | 152,500        |
| Government Way Water Project                              | (275,000)      |
| Water Fund - Government Way Project                       | 45,000         |
| Wastewater Fund - Ammonia Control Improvement Design      | 200,000        |
| Reforestation - ARRA Street Tree Maintenance Grant        | 26,000         |
| Reforestation - ARRA Park Tree Maintenance Grant          | 17,000         |
| Insurance Fund - Claims - Sanders Beach                   | 276,492        |
| Insurance Fund - Claims - Tort Claim Settlement (Seat #2) | 69,660         |
| Insurance Fund - Legal Costs                              | 100,000        |
| Parking Fund - McEuen Traffic Study                       | 29,500         |
| Parking Fund - Electronic Payment Station (LUKE)          | 35,000         |
| Parking Fund - McEuen Design Study                        | 20,000         |
| Parks Capital Improvements - Fernan Property              | 151,000        |
| Parks Capital Improvements - McEuen Topographic Survey    | 30,800         |
|                                                           | <u>949,952</u> |

**PUBLIC WORKS COMMITTEE**  
**STAFF REPORT**

**DATE:** August 8, 2011  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **V-11-5, Vacation of Utility Easement in Block 2 of the Fairway Forest 3<sup>rd</sup> Addition**

---

**DECISION POINT**

The applicant, Richard McDonald, is requesting the vacation of a twenty foot (20') utility easement that extends along the length of his westerly lot line, which is the common lot line of Lots 6 & 7, Block 2 of the Fairway Forest 3<sup>rd</sup> Addition.

**HISTORY**

This Fairway Forest 3<sup>rd</sup> Addition subdivision was platted in 1979, consists of 139 residential lots, and, has been built out for a number of years. The subject property is situated along the easterly portion of the development on the knuckle intersection of Hogan Street and Nicklaus Drive in the Fairway Forest 3<sup>rd</sup> Addition. The noted property is bounded by the Fairway Forest and Fairway Forest 1<sup>st</sup> Addition developments on the south, and, by the Prairie Trail bike trail on the east.

**FINANCIAL ANALYSIS**

There is no financial impact to the City. No additional tax revenue would be generated by the vacation because it is an easement and not property in fee

**PERFORMANCE ANALYSIS**

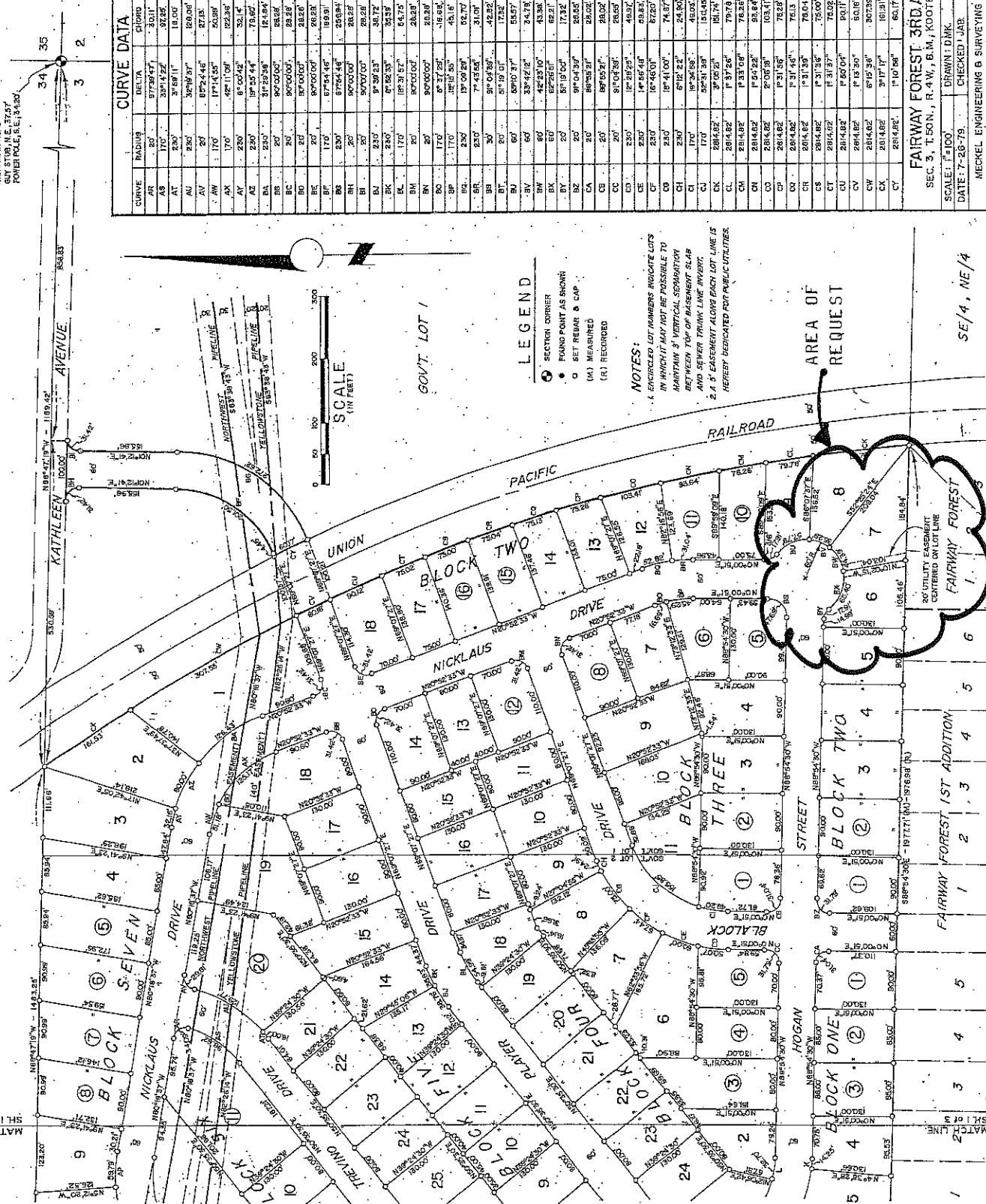
The area requested for vacation is a twenty foot (20') wide easement (10.0' each side of the property line), that extends the length of Lots 6 & 7 and terminates at the southerly boundary of the lots. Of the 139 lots in the noted addition, Lots 6 & 7 are the only lots with a utility easement (side yard or other) on them. Also, this easement terminates at the southerly boundary and does not extend into the developments to the south, therefore, negating any real purpose for the easement. Neither the City nor the private utilities companies have any facilities located in the easement, nor, is there any intention of installing any due to the built out nature of the area.

**RECOMMENDATION**

Recommendation to the Public Works Committee would be for staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on September 6, 2011.

# FAIRWAY FOREST 3RD ADDITION

GOVT. LOT 2 - A PORTION OF GOVT. LOT 1, SEC. 3, T. 50N., R. 4W., B.M., KOOTENAI COUNTY, IDAHO



| CURVE | RADIUS | DELTA   | CHORD  | TANGENT | LENGTH |
|-------|--------|---------|--------|---------|--------|
| AR    | 20     | 97.9847 | 30.11  | 22.87   | 34.09  |
| AS    | 170    | 39.1222 | 9.28   | 9.28    | 18.00  |
| AT    | 230    | 3.6811  | 18.00  | 8.00    | 18.00  |
| AU    | 230    | 36.1937 | 128.00 | 86.86   | 129.77 |
| AV    | 20     | 87.2446 | 27.18  | 18.48   | 28.81  |
| AW    | 170    | 17.1430 | 63.89  | 38.79   | 61.18  |
| AX    | 170    | 47.1108 | 122.82 | 85.87   | 124.17 |
| AY    | 230    | 8.0042  | 32.4   | 18.1    | 32.16  |
| AZ    | 230    | 19.0044 | 73.82  | 40.41   | 60.00  |
| BA    | 230    | 37.0038 | 124.84 | 64.85   | 124.43 |
| BB    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BC    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BD    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BE    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BF    | 170    | 87.9446 | 189.91 | 114.48  | 203.50 |
| BG    | 230    | 87.9446 | 250.84 | 184.88  | 272.82 |
| BH    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BI    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BJ    | 230    | 19.0033 | 35.72  | 19.43   | 36.28  |
| BK    | 230    | 37.0033 | 35.72  | 17.05   | 36.53  |
| BL    | 170    | 18.3152 | 63.73  | 32.74   | 64.92  |
| BM    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BN    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BO    | 170    | 37.0000 | 16.88  | 8.38    | 16.89  |
| BP    | 170    | 18.1935 | 45.18  | 22.79   | 43.29  |
| BQ    | 230    | 19.0039 | 52.77  | 26.97   | 52.82  |
| BR    | 230    | 7.4565  | 31.07  | 15.54   | 31.04  |
| BS    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BT    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BU    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BV    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BW    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BX    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BY    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| BZ    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CA    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CB    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CC    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CD    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CE    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CF    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CG    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CH    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CI    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CJ    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CK    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CL    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CM    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CN    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CO    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CP    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CQ    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CR    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CS    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CT    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CU    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CV    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CW    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CX    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |
| CY    | 20     | 87.0000 | 28.89  | 20.00   | 31.42  |

FAIRWAY FOREST 3RD ADDITION  
 SEC. 3, T. 50N., R. 4W., B.M., KOOTENAI COUNTY, IDAHO  
 SCALE: 1"=100'  
 DRAWN: DMK  
 DATE: 7-26-79  
 CHECKED: JAB  
 MECKEL ENGINEERING & SURVEYING  
 400 MADISON AVENUE, PORTLAND, OREGON 97204  
 SHEET NO. 2 OF 2

NOTES:  
 1. ENCLOSED LOT NUMBERS INDICATE LOTS IN WHICH IT MAY NOT BE POSSIBLE TO MAINTAIN A VERTICAL CURVATURE BETWEEN THE TOP OF EACH CURVE AND CENTER TRUNK LINE WITHIN 2' OF EASEMENT ALONG EACH LOT LINE IS HEREBY DESIGNATED FOR PUBLIC UTILITIES.

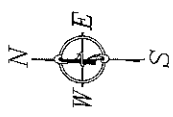
- LEGEND
- SECTION CORNER
  - FOUND POINT AS SHOWN
  - SET REBAR & CAP
  - (M) MEASURED
  - (R) RECORDED

SE/4, NE/4

NE 14 Sec. 3 Twp. 50 N. R. 4 W.B.M.

C-0000-003

TO BE USED FOR REFERENCE PURPOSES  
 THE USER SHALL BE RESPONSIBLE FOR ANY  
 ERRORES CONTAINED



|    |    |    |    |
|----|----|----|----|
| 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | 32 |
| 33 | 34 | 35 | 36 |
| 37 | 38 | 39 | 40 |

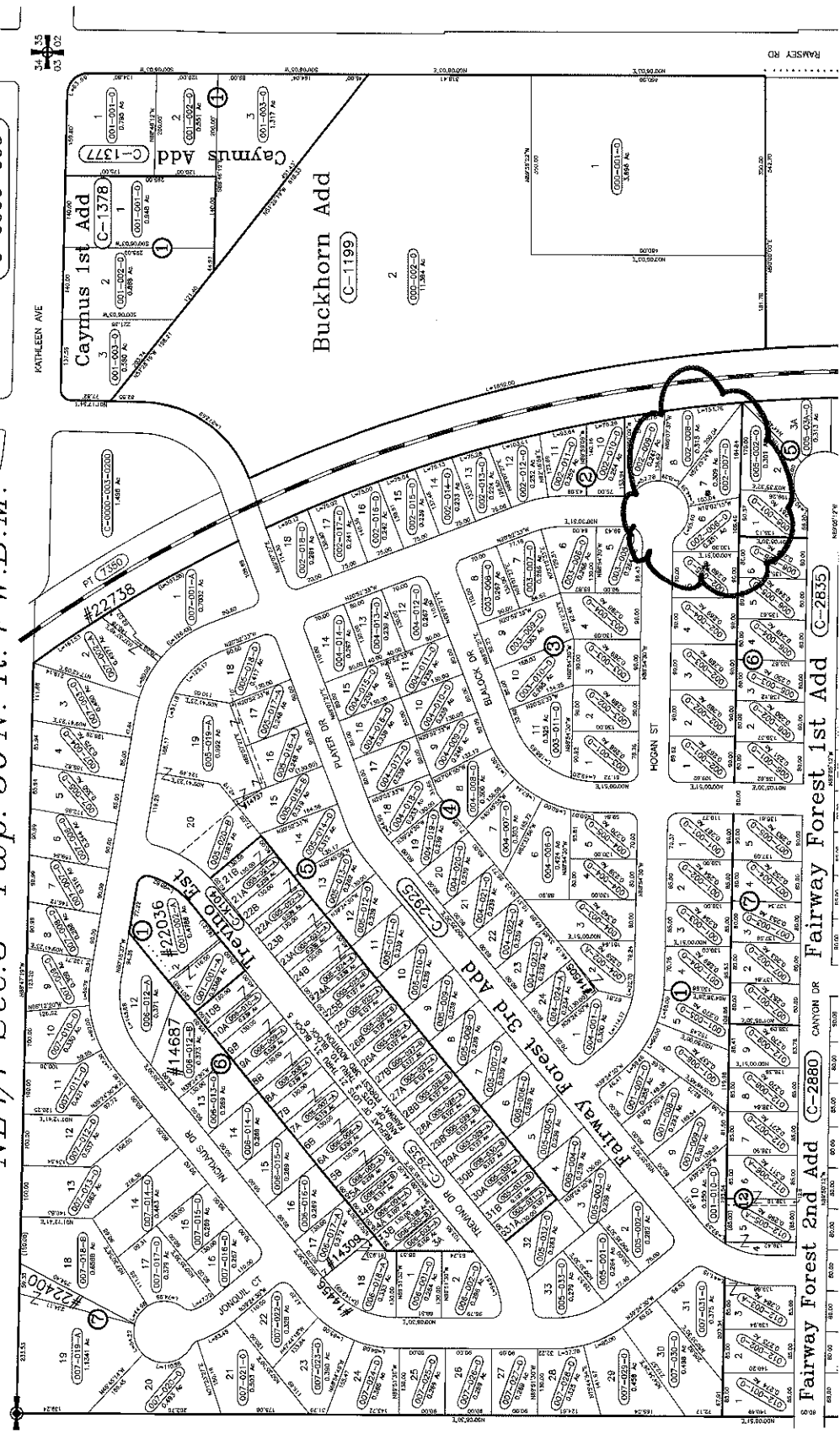
LOTENAI COUNTY  
 IDAHO

REVISIONS

| ADDITION          | DATE     |
|-------------------|----------|
| L. CONVERSION     | 02-25-87 |
| RES. 1ST ADDITION | 04-07-85 |
| CONVERSION        | 09-11-86 |
| IND. ESTATES      | 08-11-88 |

DATE: 08-11-88

with given bearings and distances were  
 the above. All other points were established  
 by the Idaho State Survey, planimeter, using  
 right-of-way, where applicable, has been  
 shown. The bearings and distances to be  
 printed for the same dimensions.  
 1 SHOWN ARE BASED ON ADDRESSABLE ROAD  
 LAY OR MAY NOT BE PUBLIC.



Fairway Forest 2nd Add C-2880 CANYON DR Fairway Forest 1st Add C-2835

KATHLEEN AVE

Caymus 1st Add  
 C-1378  
 Caymus Add C-1377

Buckhorn Add  
 C-1199

HOAN ST

C-0000-003-0000

C-2200

C-1468

C-2240

C-2240

C-2240



ADDRESS: 1902 W. HOGAN ST.  
COEUR-D'ALENE, ID  
83819

LEGAL DESCRIPTION:  
LOT 7, BLK 2,  
FAIRWAY FOREST, 3RD ADDN.  
SEC 3-50N-4W

PARCEL NUMBER:  
02925020070

TAX ID 19627

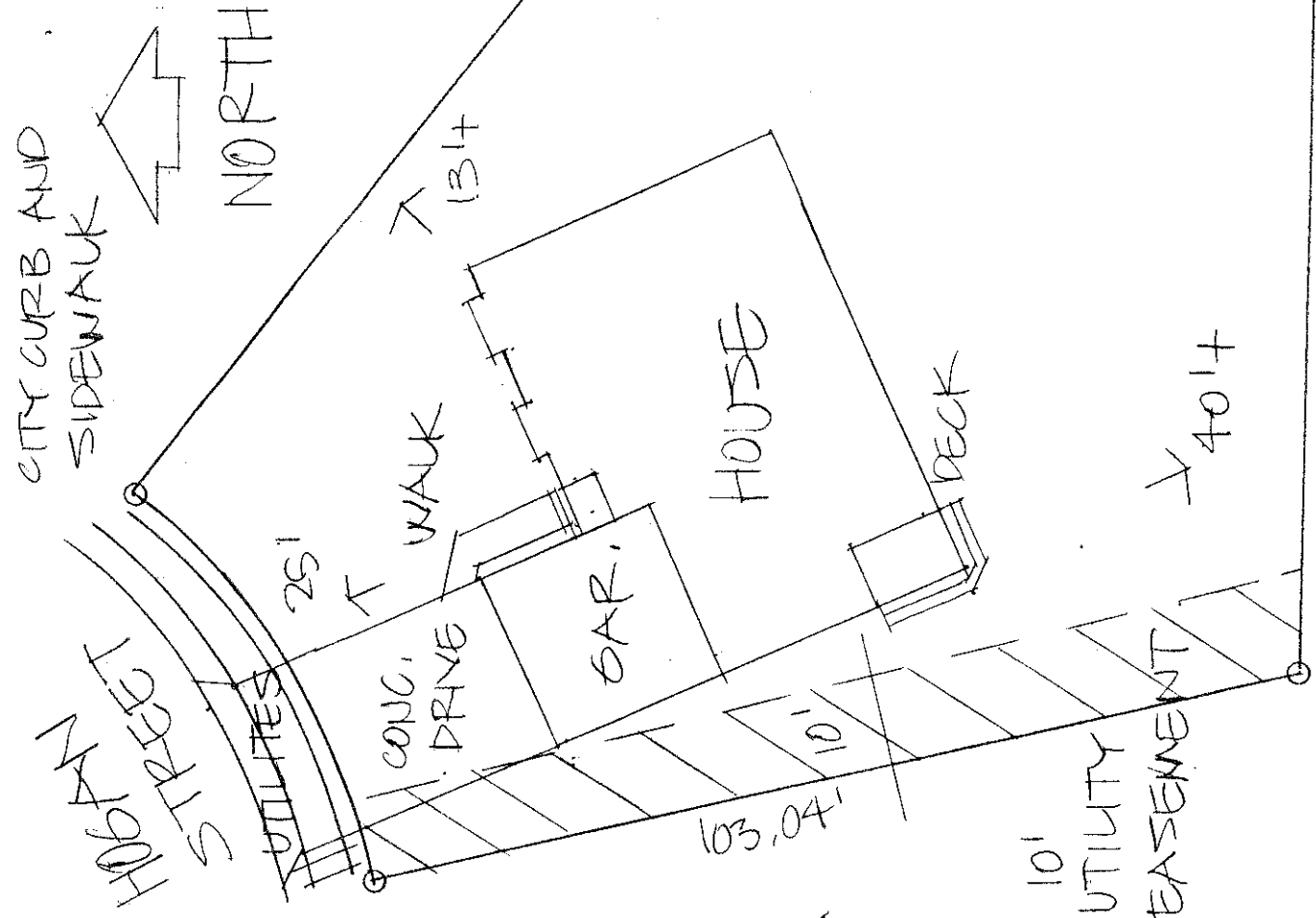
209.04'

184.84'

AS-BUILT

PLATT PLAN  
SCALE = 1" = 20'

MCDONALD RESIDENCE



**PUBLIC WORKS  
STAFF REPORT**

**DATE:** August 8, 2011

**FROM:** Tim Martin, Street Superintendent

**SUBJECT:** DECLARATION FOR SOLE SOURCE PROCUREMENT

---

**DECISION POINT:**

Request Council authorization to purchase a new 10 yard chassis mounted Vac-All unit to replace the 1980 model

**HISTORY:**

The 2009-2010 budget includes \$200,000.00 for new (1) one Vac-All unit to replace the 1980 unit for cleaning catch basins. The original 1980 unit was purchased with grant funded dollars back when Mt. St. Helens erupted. This unit has been re-built many times and parts availability no longer exists. The reason for sole-sourcing is, we have looked throughout the states and contacted many other municipalities and companies looking for competitive companies to go through the bid process. To the best of our abilities we found no other source that will provide the 10 yard hauling capacity, with neither the air volumes nor the ability to clean catch basin in a timely manner. Other companies make sweepers as primary function with catch basin cleaners as secondary function. They are not user friendly as catch basin cleaners.

**FINANCIAL ANALYSIS:**

The 2009-2010 Stormwater Financial Plan includes \$200,000.00 The new unit cost is \$194,020.82.

**PERFORMANCE ANALYSIS:**

By replacing our 1980 unit with a more economical, mobile unit, crews will be more suited to customizing their work with fewer breakdowns.

**DECISION POINT/RECOMMENDATION:**

The Council is requested to authorize staff to publish a declaration for the sole source procurement of (1) Vac-All replacement unit.

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: August 8, 2011  
FROM: Warren Wilson, Deputy City Attorney  
SUBJECT: Proposed Planning Process Changes

---

**DECISION POINT:**

Recommend that the full Council authorize staff to work with the Planning Commission to develop process changes as discussed below.

**HISTORY:**

Recently the Planning Commission and City Council participated in a work shop to review the planning process. At that work shop, staff recommended exploring three process changes, including:

1. Revise the required findings to conform with Idaho case law and to streamline duplicative findings.
2. Repeal existing RCA process and consider adopting a revised annexation process; and
3. Adopt a development agreement ordinance.

Staff is now seeking Council approval to begin work on these projects.

**FINANCIAL ANALYSIS:**

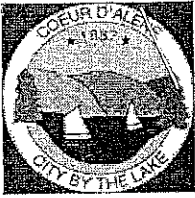
There is little direct financial impact to this action. Staff time will be spent in working on the proposals but there will be limited hard costs (codification and publishing). Streamlining processes may ultimately result in cost savings to both the City and persons who submit planning applications.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

The intent of the proposed changes is to address several problematic areas in the planning process. Our existing findings contain elements that do not conform with Idaho case law and are in some ways duplicative. This results in longer hearings as the planning commission and/or council work through a findings worksheet that is longer than necessary. With regard to the RCA process, it was adopted to save both staff and applicant time and money in instances where annexation was not timely. Staff has reviewed this process and discussed it with several applicants and we do not believe that it is functioning as intended. Finally, adopting a development agreement ordinance may provide a tool to address zoning issues that we currently struggle to address through conditions (Homestead Ave. zone change).

**DECISION POINT/RECOMMENDATION:**

Recommend that the full Council authorize staff to work with the Planning Commission to develop process changes for required findings, repealing and replacing the RCA process and implementing a Development Agreement ordinance.



# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208.769.2229 or fax 769.2237  
kathylew@cdaid.org

**OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION - Valid April 1-Oct 15 annually**  
New Applications or renewals with changes will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month) Payment is due with application.

|                              |                     |                |         |
|------------------------------|---------------------|----------------|---------|
| Name of Eating Establishment | JAMMS Frozen Yogurt |                |         |
| Applicant's Name             | Joe Seaman          |                |         |
| Mailing Address              | 213 N Sherman Ave   |                |         |
| Physical Address             | " "                 |                |         |
| City, State Zip              | CDA ID 83814        |                |         |
| Business Telephone           | 664-9990            |                |         |
| Contact person :             | Joe                 |                |         |
| Contact Numbers              | Home Phone :        | Cell: 659 4378 | e-Mail: |

Is application: New  Renewal  Any changes from previous year? Yes  No   
Any change of ownership or type of use? Y or N If yes, please specify N

Do you hold a current State of Idaho, Kootenai County and City Of CDA alcohol license? \_\_\_\_\_  
If yes, on your State of Idaho alcohol license do you have a restaurant designation? Yes or No  
Is anyone under 21 allowed in the area inside your establishment here alcohol is served? Yes or No

\_\_\_\_\_ Please supply a copy of your current menu - Yogurt  
What hours is the full menu available? Start 10 End 11  
What days are the full menu available? 7

Please supply a proposed site/seating plan, which is subject to approval and includes the following  
2 tables Show table sizes and chair placement, distance from building (side street 24" tables max)  
4 chairs each  
against wall Show distance to any tree grate, bench, light post, bicycle rack, news rack etc.  
What is width of sidewalk from property line to curb  
Please show location of refuse receptacle and disposal of cigarette remains

Insurance: Please supply copy of liability insurance naming City as additional insured (\$1,000,000.00)

\_\_\_\_\_ Signed encroachment application

Include Fee: 8 Number of Seats x \$19.28 per seat ( Sewer Cap fee) = 154.24  
If located on sidewalk or City property \$115.00 Encroachment Fee 115.00  
Total Due \$ 269.24

**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 6.25  
 Rec No 563715  
 Date 8/18/11  
 Date to City Council: 8/16/11  
 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 checked="" 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 type="checkbox"/>            | Beer, Wine, and Liquor (number issued limited by State of Id)                                                                                                                                                         | \$762.50 per year |
| <input checked="" 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 _____ | \$ <u>G.D.S.</u>  |

|                                                                 |                                                      |
|-----------------------------------------------------------------|------------------------------------------------------|
| Business Name                                                   | <u>Woodsy's Zip Stop</u>                             |
| Business Mailing Address                                        | <u>3675 N. Government Way</u>                        |
| City, State, Zip                                                | <u>Coeur d' Alene ID 83815</u>                       |
| Business Physical Address                                       | <u>same</u>                                          |
| City, State, Zip                                                |                                                      |
| Business Contact<br><u>Alan Wood</u>                            | Business Telephone: <u>765-5349</u> Fax: <u>same</u> |
| License Applicant<br><u>Alan Wood</u>                           |                                                      |
| If Corporation, partnership, LLC etc. List all members/officers | <u>Alan wood</u><br><u>Linda wood</u>                |
|                                                                 |                                                      |

**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 6.25  
 Rec No 203715  
 Date 8/15/11  
 Date to City Council: 8/16/11  
 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 checked="" 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 type="checkbox"/>            | Beer, Wine, and Liquor (number issued limited by State of Id)                                                                                                                                                         | \$762.50 per year |
| <input checked="" 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 _____ | \$ <u>6.25</u>    |

|                                                                                |                                                       |
|--------------------------------------------------------------------------------|-------------------------------------------------------|
| Business Name                                                                  | <u>WOODSY'S ZIP STOP</u>                              |
| Business Mailing Address                                                       | <u>943 N VERANDA DR COA 83814</u>                     |
| City, State, Zip                                                               | <u>COA ID 83814</u>                                   |
| Business Physical Address                                                      | <u>701 SHERMAN AVE.</u>                               |
| City, State, Zip                                                               | <u>COA ID 83814</u>                                   |
| Business Contact<br><u>Alan WOOD</u>                                           | Business Telephone: <u>664 2714</u> Fax: <u>same.</u> |
| License Applicant<br><u>Alan WOOD</u>                                          |                                                       |
| If Corporation, partnership, LLC etc. List all members/officers<br><u>Alan</u> | <u>Alan WOOD</u><br><u>Linda WOOD</u>                 |

# 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 150.00  
 Rec No 563451  
 Date 08/4/2011  
 Date to City Council: 2/16/2011  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service 7/1/11

**Check the ONE box that applies:**

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

|                                                                 |                                                           |
|-----------------------------------------------------------------|-----------------------------------------------------------|
| Business Name                                                   | GOOD EATS, INC. dba FRANKLIN'S HAGIES                     |
| Business Mailing Address                                        | 501 N 4TH ST COEUR D'ALENE, ID 83                         |
| City, State, Zip                                                | COEUR D'ALENE, ID 83814                                   |
| Business Physical Address                                       | SAME                                                      |
| City, State, Zip                                                | SAME                                                      |
| Business Contact                                                | EVELYN BEVACQUA<br>Business Telephone : 208 664-3998 Fax: |
| License Applicant                                               | GOOD EATS, INC.                                           |
| If Corporation, partnership, LLC etc. List all members/officers | LYNN ALEXANDER PRESIDENT<br>EVELYN BEVACQUA SECRETARY     |



DATE: AUGUST 10, 2011  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: SEPTEMBER 20, 2011

---

Mayor Bloem,

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

| <u>ITEM NO.</u> | <u>REQUEST</u>                                                                                                                       | <u>COMMISSION ACTION</u> | <u>COMMENT</u> |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------|
| ZC-3-11         | Zone change from R-12 to C-17L<br>Applicant: Kootenai Health/Parkwood Business Properties<br>Location: Interlake Medical Building    | Recommended Approval     | Quasi-Judicial |
| A-3-11          | Proposed annexation from County Industrial to City R-17<br>Applicant: Rivers Edge Apartments LLC<br>Location: 2200 W. Bellerive Lane | Recommended Approval     | Quasi-Judicial |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **SEPTEMBER 20, 2011.**

# ANNOUNCEMENTS

# Memo to Council

DATE: August 9, 2011

RE: Appointments to Boards/Commissions/Committees

The following appointments and reappointments are presented for your consideration for the August 16<sup>th</sup> Council Meeting:

Appointments:

**Tangie Lyons – Parking Commission – Student Representative**

**Ben Woolley – Recreation and Parks Commission – Student Representative**

**Nickolas Radobenko – Urban Forestry Committee – Student Representative**

Reappointments:

**Chelsee R. Longley – Childcare Commission – Student Representative**

**Chiamaka Ikefuna – Library Board – Student Representative**

**Ashley Haynes – Library Board – Student Alternate**

**Kierstie Shellman – Pedestrian/Bicycle Advisory Committee – Student Representative**

**Jacob (Jake) Garringer – Planning Commission – Student Representative**

All of the above-listed students are currently already serving on their respective board, commission or committee. If you would like to see their data sheets, just let me know.

Sincerely,

Amy Ferguson  
Executive Assistant

**NOTE: No representatives have been chosen for the Arts Commission or the CdA TV Committee. Students are finding it hard to make the early morning meetings since they conflict with classes.**

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

August 8, 2011  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Tom Hasslinger, CDA Press  
Linda Harder, Panhandle Health District

**STAFF PRESENT**

Karen Haskew, Urban Forester  
Wes Somerton, Chief Deputy City Attorney  
Warren Wilson, Deputy City Attorney  
Mike Gridley, City Attorney  
Renata McLeod, Project Coordinator  
Jon Ingalls, Deputy City Administrator  
Dave Yadon, Planning Director  
Juanita Knight, Senior Legal Assistant

*Chairman Kennedy – Transitional Housing Rental on 17th Street. In light of an article that ran in the Coeur d'Alene Press over the weekend and receiving phone calls regarding this issue, Chairman Kennedy is requesting this topic be placed on the next General Services meeting for review.*

**Item 1. Stimulus Grant / Hazard Tree Removal and Maintenance.  
(Consent Resolution No. 11-028)**

Karen Haskew is recommending the City accept a \$33,533.80 grant award to perform tree removals and maintenance on poor condition trees in city parks and within the right-of-way (street trees) and enter into a contract with a tree service to do the work. Mrs. Haskew explained that the Idaho Department of Lands (IDL) received federal Stimulus (ARRA) funds in 2010 through the U.S. Forest Service to be used for public tree maintenance in Kootenai and Bonner Counties. Coeur d'Alene utilized \$133,512 of these funds in 2010. One of the other communities which received an award in 2010 extended the deadline to use the funds, but was unable to use all of the funds allocated to them. Coeur d'Alene has made application to the IDL to utilize these left-over funds.

**MOTION: by Councilman Edinger seconded by Councilman Bruning that Council accept a \$33,533.80 grant award to perform tree removals and maintenance on poor condition trees in city parks and within the right-of-way and adopt Resolution No. 11-028 approving a contract with Sun Valley Tree Service, Inc. to do the work.**

**Item 2. Council Bill No. 11-1019 / Time Warner Cable Franchise.  
(Agenda)**

Wes Somerton is requesting Council approve the Time Warner Cable request to extend the existing Cable Franchise for an additional 5 years. Mr. Somerton explained in his staff report that the City of Coeur d'Alene Ordinance 3161 dated January 26, 2004 granted a cable franchise to Time Warner Cable. The term of the franchise is ten (10) years. The cable Franchise provides for an annual 5 percent franchise fee to be paid to the City of Coeur d'Alene. The Franchise also provides for capital funding for Education and Government equipment and programming on the public, education and government channel 19. The Franchise allows Time Warner Cable in year 7 of the original agreement to request an extension of five (5) years. Any extension of the cable franchise will require Time Warner Cable to comply with the terms and conditions of the original franchise agreement, Ordinance 3161, which includes the annual 5 percent franchise fee to be paid to the City for Time Warner's operation in the public rights-of-way. The Franchise extension will continue the \$10,000.00 per year funding for EG equipment and programming in years 11 through 15 of the franchise term.

**MOTION: by Councilman Bruning seconded by Councilman Edinger that Council and adopt Resolution No. 11-030 approving an Extension of Franchise Agreement with Time Warner NY Cable, LLC granting the five (5) year extension of the Cable Franchise and adopting CB No. 11-1019 to extend the termination date of Ordinance No. 3161 to January 26, 2019.**

**Item 3. Proposed Changes / Planning Process.**  
**(Consent Calendar)**

Warren Wilson is requesting Council authorize staff to work with the Planning commission to develop process changes. Mr. Wilson explained that recently the Planning Commission and City Council participated in a work shop to review the planning process. At that work shop, staff recommended exploring three process changes, including:

1. Revise the required findings to conform with Idaho case law and to streamline duplicative findings.
2. Repeal existing RCA process and consider adopting a revised annexation process; and
3. Adopt a development agreement ordinance.

Mr. Wilson explained in his staff report that the intent of the proposed changes is to address several problematic areas in the planning process. Our existing findings contain elements that do not conform with Idaho case law and are in some ways duplicative. This results in longer hearings as the planning commission and/or council work through a findings worksheet that is longer than necessary. With regard to the RCA process, it was adopted to save both staff and applicant time and money in instances where annexation was not timely. Staff has reviewed this process and discussed it with several applicants and we do not believe that it is functioning as intended. Finally, adopting a development agreement ordinance may provide a tool to address zoning issues that we currently struggle to address through conditions (Homestead Ave. zone change).

**MOTION: by Councilman Kennedy seconded by Councilman Edinger that Council authorize staff to work with the Planning Commission to develop process changes for required findings, repealing and replacing the RCA process and implementing a Development Agreement Ordinance.**

**Item 4. Council Bill No. 11-1014 / Animal Control Domestic Livestock Regulations.**  
**(Agenda)**

Mr. Wilson is requesting Council approve revisions to the city code clarifying which properties are eligible to keep domestic livestock. Mr. Wilson explained in his staff report that a couple of years ago the City Council adopted a new animal control ordinance. That ordinance prohibited possession of domestic animals except in the R-1 zone. Following adoption of that ordinance, several owners of chickens asked the Council to revise the code to allow for possession of chickens in other areas and the code was amended to allow possession of chickens. In making that change, it appears that the language concerning possession of domestic livestock was also muddled. As such, staff is requesting the code be amended to clarify that domestic livestock can only be possessed in the R-1 zone. Domestic livestock is defined as follows: Cattle, domesticated elk, bison, sheep, swine, goats, llamas, rabbits, horses, mules, or other equines.

**MOTION: by Councilman Bruning seconded by Councilman Edinger that Council adopt CB No. 11-1014 clarifying which properties are eligible to keep domestic livestock.**

**Item 5. Council Bill No 11-1017 / Ban of Sale – Use of E-Cigarettes for Minors.**  
**(Agenda)**

Mike Gridley presented a slightly modified version of what the City of Spokane Valley adopted that would prohibit the sale of electronic cigarettes and related devices to minors and also prohibit the possession of e-cigarettes by minors. Mr. Gridley explained in his staff report that E-cigarettes were invented in 2003 and allow people to heat nicotine, herbs or other substances and ingest the active ingredients without actually burning the substance. These devices are “smokeless” because they do not ignite the substance and no smoke is produced. The city has been requested by a concerned citizen to adopt an ordinance prohibiting the possession by minors and the sale of these devices to minors. The citizen is concerned that the e-cigarettes can contribute to nicotine

addiction by minors as well as other concerns based on the toxicity of the nicotine cartridges that are used in the e-cigarettes. Mr. Gridley stated that the School Resource Officers say that this is a growing problem within the schools. He also added that current state law regulating the sale of “tobacco products” to minors may not regulate e-cigarettes.

Linda Harder, Panhandle Health District, stated that the E-Cigarette companies state that their nicotine does not come from tobacco but other nitrate plant families, including eggplant. This is why she believes there is additional laws needed.

**MOTION: by Councilman Edinger seconded by Councilman Bruning that Council adopt CB No. 11-1017 prohibiting the sale of e-cigarettes and related devices to minors and also prohibiting the possession of e-cigarettes and related devices by a minor.**

**Item 6. Intent to Lease / 3285 Fruitland Lane North Idaho Housing Coalition.  
(Consent Resolution No. 11-028)**

Renata McLeod is requesting Council authorize an agreement for intent to lease city-owned property on Fruitland Lane to North Idaho Housing Coalition (NIHC) for an affordable housing, duplex, project. Mrs. McLeod stated in her staff report that the City of Coeur d’Alene has a strategic goal of finding ways to implement/create affordable housing opportunities. Additionally, in the housing needs assessment completed this year, there is a goal to create affordable homeownership opportunities for Coeur d’Alene workforce. The City has partnered on several rental opportunities, with this homeownership opportunity being its first opportunity to partner on this goal. NIHC has envisioned a two unit homeownership opportunity at property owned at 3285 Fruitland Lane, Coeur d’Alene. NIHC is in the process of completing a grant application to Idaho Housing and Finance Association for HOME funds in the amount of \$140,000 to demolish the existing housing unit and to reconstruct a duplex (two townhouses/saleable units) in its place. The grant will require the housing units to be sold to people that are 80% or below area median income. A duplex is the maximum allowable units for the parcel allowed by its current zoning. Mrs. McLeod also explained that while the City would continue to own the land, leasing the lot to NIHC will strengthen their grant application and ensure additional affordable units during the term of the lease agreement. Staff will work out the terms of a land lease that will ensure affordability of the units into the future, which will be similar in terms to the St. Vincent de Paul lease for land on Fruitland Lane.

Councilman Edinger asked if this process is interfering with the private sector / enterprise. Mrs. McLeod said it depends on how you want to look at it. She believes that private enterprise isn’t doing long term affordable housing, necessarily. When you have the nonprofits getting the grants from IFHA or directly from HUD, they are required to income certify those people to ensure they are low income and that the property will stay low income into perpetuity. The private sector is not doing that. And because the city will retain ownership of the land, the homeowner will only purchase the building, making it much more affordable.

**MOTION: by Councilman Bruning seconded by Councilman Edinger that Council adopt Resolution No. 11-028 approving an Agreement of Intent to Lease a city-owned property on Fruitland Lane to North Idaho Housing Coalition for an affordable housing duplex / townhouse project.**

**Item 7. Lease Agreement / 628 Hattie to North Idaho Housing Coalition.  
(Consent Resolution No. 11-028)**

Renata McLeod is requesting Council authorize a lease agreement to lease city-owned property at 625 Hattie Avenue to North Idaho Housing Coalition (NIHC) for affordable housing homeownership/land trust opportunity.

Mrs. McLeod explained in her staff report that in 2002 the City of Coeur d'Alene entered into an agreement with North Idaho Community Services Corporation (NICSC), to lease land and allow NICSC to place a house upon the property. North Idaho Housing Coalition has taken over NICSC and would like to continue the lease of land. The lease from 2002 has expired, so a new lease is being proposed. The intent of the lease of the land is to provide a long-term land lease, which will provide an opportunity for NIHC to invest in the house and sell it as part of a land trust, which will remain affordable during the term of the lease. The City of Coeur d'Alene has a strategic goal of finding ways to implement/create affordable housing opportunities. Additionally, in the housing needs assessment completed this year, there is a goal to create affordable homeownership opportunities for Coeur d'Alene workforce. The City has partnered on several rental opportunities, with this homeownership opportunity being its first opportunity to partner on this goal. NIHC is in the process of completing a grant application to Idaho Housing and Finance Association for HOME funds in the approximate amount of \$30,000 to improve the existing house located upon the city-owned property at 625 Hattie Avenue. The grant and land trust will require the housing units to be sold to people that are 80% or below area median income.

**MOTION: by Councilman Bruning seconded by Councilman Edinger that Council adopt Resolution No. 11-028 approving a Lease Agreement to lease city-owned property at 625 Hattie Avenue to North Idaho Housing Coalition for affordable housing homeownership / land trust opportunity.**

**Item 8. Grant Administration Services / Panhandle Area Council for HUD CDBG funds.  
(Consent Resolution No. 11-028)**

Renata McLeod is requesting Council authorize an extension to the Professional Services Agreement with Panhandle Area Council for grant administration services. Mrs. McLeod explained in her staff report that the City entered into a Professional Services Contract on July 7, 2009 with Panhandle Area Council for grant administration services of the City's Community Development Block Grant (CDBG) program. The Contract term was two years with two (2) one-year options for renewal. The City recently completed its third year as a CDBG entitlement community. Each year, more programs are developed and more details and documentation procedures are established. Therefore, staff recommends an increase payment of \$5,000 for this one-year extension. Payment for services is budgeted within the CDBG administration account and shall be divided into quarterly payments of \$11,250, totaling \$45,000.

**MOTION: by Councilman Edinger seconded by Councilman Bruning that Council adopt Resolution No. 11-028 authorizing Extension No. 1 to the Professional Service Agreement with Panhandle Area Council for grant administration services.**

The meeting adjourned at 12:40 p.m.

Respectfully submitted,  
*Juanita Knight*  
Recording Secretary



**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: August 8, 2011  
FROM: Wesley J. Somerton – Deputy City Attorney  
SUBJECT: TIME WARNER CABLE FRANCHISE ORDINANCE EXTENSION

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**DECISION POINT:**

Approve the Time Warner Cable request to extend the existing Cable Franchise for an additional 5 years.

**HISTORY:**

City of Coeur d'Alene Ordinance 3161 dated January 26, 2004 granted a cable franchise to Time Warner Cable. The term of the franchise is ten (10) years. The cable Franchise provides for an annual 5 percent franchise fee to be paid to the City of Coeur d'Alene. The Franchise also provides for capital funding for Education and Government equipment and programming on the public, education and government channel 19. The Franchise allows Time Warner Cable in year 7 of the original agreement to request an extension of five (5) years.

**FINANCIAL ANALYSIS:**

Any extension of the cable franchise will require Time Warner Cable to comply with the terms and conditions of the original franchise agreement, Ordinance 3161, which includes the annual 5 percent franchise fee to be paid to the City for Time Warner's operation in the public rights-of-way. The Franchise extension will continue the \$10,000.00 per year funding for EG equipment and programming in years 11 through 15 of the franchise term.

**PERFORMANCE ANALYSIS:**

Your staff negotiated with Time Warner Cable to reach an agreement on Time Warner Cable's request for the extension. Time Warner Cable provided customer service record information and provided information regarding their continued plant and facility upgrades. Time Warner Cable and the City of Coeur d'Alene have enjoyed a good working relationship in the last seven (7) years. Time Warner Cable has been a very responsive partner in providing cable television, internet service and internet phone service in our community.

**DECISION POINT/RECOMMENDATION:**

Authorize the mayor to sign the Extension of Franchise Agreement granting the five (5) year extension of the Cable Franchise Ordinance with Time Warner Cable, as provided for in Article II, Section 2.B, to extend the term of the Franchise until January 26, 2019. In addition, adopting Council Bill No. 11-1019 which would extend the termination date of Ordinance 3161 from January 24, 2014 to January 26, 2019.

COUNCIL BILL NO. 11-1019  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING CABLE FRANCHISE ORDINANCE NO. 3161 BY CONSENTING TO THE FIVE (5) YEAR EXTENSION OF THE CABLE FRANCHISE GRANTED TO TIME WARNER CABLE, LLC., TO OPERATE A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE CITY OF COEUR D'ALENE; 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 PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Time Warner Cable is the Grantee of the Cable Franchise Ordinance No. 3161 to operate a cable television system serving the City of Coeur d'Alene; and

WHEREAS, The Cable Franchise No. 3161 was originally a ten (10) year franchise that provides for a five (5) year extension upon satisfactory compliance with the franchise ordinance terms and conditions;

WHEREAS, Time Warner Cable has timely requested the five (5) year extension as allowed in Ordinance 3161 which would extend the termination date of Ordinance 3161 from January 24, 2014 to January 26, 2019,

WHEREAS, The original terms and conditions of the cable Franchise Ordinance 3161 shall remain in full force and effect with the additional requirements for the EG Equipment Capital Grant contributions, and an additional point for EG broadcast locations;

THEREFORE,

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

**SECTION 1.** Article II, Section 2.A of the Franchise is amended so that the term of the Franchise is hereby extended until January 26<sup>th</sup>, 2019, subject to the terms and conditions of all the other sections of the original agreement contained in Ordinance 3161 dated January 26, 2004, which shall remain in full force and effect, and to the additional amendments set forth in this Ordinance's Sections 2, 3 and 4 below.

**SECTION 2.** Article IV, Section 2G of the Franchise is amended so that EG Equipment Capital Grant of \$10,000 will continue in years 11 through 15 of the agreement.

**SECTION 3.** Article IV, Section 2.F of the Franchise is amended to add Woodland Middle School to the list of locations.

**SECTION 4.** This extension shall be without prejudice to the rights of either party under the Cable Act, including Title 47, Sections 546 and 555. For example, and by way of illustration and not limitation, any rights Franchisee has already asserted properly under 47 U.S.C §546(a) need not be asserted again, and are not affected by the amendment. Additionally, notice under §626(a) of the Cable Communications Policy Act of 1984 having been given, the extension of the term of the existing franchise agreed to herein shall in no way affect the rights of the Franchising Authority or of Company with regard to renewal of the cable television franchise under the provisions of §626 of the Cable Communications Policy Act of 1984 as amended and under the terms of the existing franchise.

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

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

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

APPROVED, ADOPTED and SIGNED this 16<sup>th</sup> day of August, 2011.

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

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Cable Franchise Ordinance Number 3161

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING CABLE FRANCHISE ORDINANCE NO. 3161 BY CONSENTING TO THE FIVE (5) YEAR EXTENSION OF THE CABLE FRANCHISE GRANTED TO TIME WARNER CABLE, LLC., TO OPERATE A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Cable Franchise Ordinance Number 3161, 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 16<sup>TH</sup> day of August, 2011.

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Warren J. Wilson, Chief Deputy City Attorney

RESOLUTION NO. 11-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN EXTENTION OF FRANCHISE AGREEMENT WITH TIME WARNER CABLE, LLC. EXTENDING THE TERM OF THE FRANCHISE UNTIL JANUARY 26, 2019.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with Time Warner Cable, extending the term of the franchise until January 26<sup>th</sup>, 2019 pursuant to terms and conditions set forth in an Extension of Franchise Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 16<sup>th</sup> day of August, 2011.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

## EXTENSION OF FRANCHISE AGREEMENT

THIS EXTENSION OF FRANCHISE AGREEMENT entered into by and between the City of Coeur d' Alene, Idaho (herein called "Franchise Authority"), and Time Warner NY Cable LLC, (hereinafter referred to as "Time Warner Cable") as of the 16<sup>th</sup> day of August, 2011.

WITNESSETH:

WHEREAS, Time Warner Cable is a successor Franchisee to a Franchise granted pursuant to Ordinance No. 3161 to own and operate a cable television system within the City of Coeur d' Alene, Idaho, and

WHEREAS, Franchise Authority and Time Warner Cable each desire to enter into an agreement extending the term of the franchise as set forth herein,

NOW, THEREFORE, Franchise Authority and Time Warner Cable agree as follows:

- 1) Article II, Section 2.A of the Franchise is amended so that the term of the Franchise is hereby extended until January 26<sup>th</sup>, 2019, subject to the terms and conditions of all the other sections of the original agreement contained in Ordinance 3161 dated January 26, 2004, which shall remain in full force and effect, and to the additional amendments set forth in Paragraphs 2 and 3 below.
- 2) Article IV, Section 2G of the Franchise is amended so that EG Equipment Capital Grant of \$10,000 will continue in years 11 through 15 of the agreement.
- 3) Article IV, Section 2.F of the Franchise is amended to add Woodland Middle School to the list of locations.
- 4) The extension shall be without prejudice to the rights of either party under the Cable Act, including Title 47, Sections 546 and 555. For example, and by way of illustration and not limitation, any rights Franchisee has already asserted properly under 47 U.S.C §546(a) need not be asserted again, and are not affected by the amendment. Additionally, notice under §626(a) of the Cable Communications Policy Act of 1984 having been given, the extension of the term of the existing franchise agreed to herein shall in no way affect the rights of the Franchising Authority or of Company with regard to renewal of the cable television franchise under the provisions of §626 of the Cable Communications Policy Act of 1984 as amended and under the terms of the existing franchise.



IN WITNESS WHEREOF, the parties hereto have caused this Extension of Franchise Term to be executed for the uses and purposes therein expressed on the day and year first written above.

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

**TIME WARNER NY CABLE, LLC**

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

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

**ATTEST:**

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 16<sup>th</sup> day of August, 2011, 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 August, 2011, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Time Warner NY Cable, LLC**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: August 8, 2011

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Animal Control Domestic Livestock Possession Revision

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**DECISION POINT:**

Recommend that the full Council adopt the proposed revision to the City Code clarifying which properties are eligible to keep domestic livestock.

**HISTORY:**

A couple of years ago the City Council adopted a new animal control ordinance. That ordinance prohibited possession of domestic animals except in the R-1 zone. Following adoption of that ordinance, several owners of chickens asked the Council to revise the code to allow for possession of chickens in other areas and the code was amended to allow possession of chickens. In making that change, it appears that the language concerning possession of domestic livestock was also muddled. As such, staff is requesting the code be amended to clarify that domestic livestock can only be possessed in the R-1 zone. Domestic livestock is defined as follows: Cattle, domesticated elk, bison, sheep, swine, goats, llamas, rabbits, horses, mules, or other equines.

**FINANCIAL ANALYSIS:**

There is little financial impact from adopting the proposed ordinance it simply clarifies the intent of the existing ordinance.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

Again, there should be little impact from adopting the proposed amendment, since it simply clarifies the intent of the existing code. Making the code easier to understand will make it easier for citizens to understand what conduct is allowed and will also make it easier for our animal control officers to do their jobs.

**DECISION POINT/RECOMMENDATION:**

Recommend that the full Council adopt the proposed revision to the City Code clarifying which properties are eligible to keep domestic livestock.

COUNCIL BILL NO. 11-1014  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 6.15.010 TO CLARIFY THAT PERSONS LIVING IN THE R-1 ZONE MAY POSSESS UP TO TWO DOMESTIC LIVESTOCK; 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, and after recommendation by the General Service Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 6.15.010 is amended to read as follows:*

**6.15.010: DOMESTIC LIVESTOCK AND FOWL PROHIBITED:**

A. It shall be unlawful for any person to own, keep, or maintain any domestic livestock or fowl within the limits of Coeur d'Alene, except:

1. Any person may possess chickens, excluding roosters, if the chickens are kept in a secure yard, building or other enclosure at all times, ~~and up to two (2) domestic livestock;~~
2. Any person living on property zoned R-1 may possess up to two (2) domestic livestock; or
3. Any offspring of permitted domestic livestock may be kept until weaned.

B. Any domestic livestock or fowl that are in compliance with zoning/animal control ordinances within the city limits must still comply with all applicable ordinances regarding removal of waste and carcasses, animals disturbing the neighborhood, foul odors and all other nuisance and zoning performance standards contained in this code.

C. It is unlawful for the owner or person in care of domestic livestock or fowl to permit such animals to trespass upon the property of another or be in a public place, except:

1. Horses or other equines may be ridden on approved equestrian trails;

2. Horses or other equines may be ridden or pull wagons in parades upon public streets if approved through the parade permitting process; or

3. Horses or other equines may be used to pull wagons conveying passengers upon public streets if approved by resolution of the city council.

D. Nothing contained herein prevents the city or other public agency from temporarily housing goats on public property for weed control purposes provided that the goats are kept in a secure enclosure.

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

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

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

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

APPROVED, ADOPTED and SIGNED this 16<sup>th</sup> day of August, 2011.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Municipal Code Section  
6.15.010: DOMESTIC LIVESTOCK AND FOWL PROHIBITED:

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 6.15.010 TO CLARIFY THAT PERSONS LIVING IN THE R-1 ZONE MAY POSSESS UP TO TWO DOMESTIC LIVESTOCK; 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 Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, 6.15.010: DOMESTIC LIVESTOCK AND FOWL PROHIBITED, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 16<sup>th</sup> day of August, 2011.

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Warren J. Wilson, Chief Deputy City Attorney

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** August 3, 2011  
**FROM:** Mike Gridley – City Attorney  
**SUBJECT:** Proposed Electronic Cigarette ordinance

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**DECISION POINT:**

Should the city adopt an ordinance prohibiting the sale of electronic cigarettes and related devices to minors and also prohibit the possession of e-cigarettes by minors?

**HISTORY:**

E-cigarettes were invented in 2003 and allow people to heat nicotine, herbs or other substances and ingest the active ingredients without actually burning the substance. These devices are “smokeless” because they do not ignite the substance and no smoke is produced. The city has been requested by a concerned citizen to adopt an ordinance prohibiting the possession by minors and the sale of these devices to minors. The citizen is concerned that the e-cigarettes can contribute to nicotine addiction by minors as well as other concerns based on the toxicity of the nicotine cartridges that are used in the e-cigarettes. Current state law regulating the sale of “tobacco products” to minors may not regulate e-cigarettes.

The proposed ordinance was copied from Spokane Valley, Washington. I am not aware of any other city in Idaho with an ordinance such as this.

**FINANCIAL ANALYSIS:**

The financial impact would be dependent on the number of people cited for violations and the time spent on prosecution of the violations. This would probably not be a significant financial impact.

**PERFORMANCE ANALYSIS:**

Proponents of such a ban see it as a way to discourage minors from getting addicted to nicotine or other substances. It also discourages minors from ingesting substances surreptitiously at school and other places. Opponents say that people are going to smoke and that this is a healthier way to ingest nicotine and other substances. The e-cigarettes are also cited as a way for a smoker to gradually quit smoking.

**DECISION POINT/RECOMMENDATION:**

Council must decide whether to adopt an ordinance prohibiting the sale of e-cigarettes and related devices to minors and also prohibiting the possession of e-cigarettes and related devices by a minor.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 11-1017

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY ADOPTING A NEW CHAPTER DESIGNATED AS 9.50 ENTITLED ELECTRONIC CIGARETTES AND RELATED DEVICES; PROVIDING DEFINITIONS AND PROHIBITING SALES OF E-CIGARETTES TO MINORS, SALES OF E-CIGARETTES FROM MACHINES ACCESSIBLE TO MINORS AND PROHIBITING PURCHASING OR POSSESSION OF E-CIGARETTES BY MINORS; PROVIDING THAT VIOLATIONS OF THIS CHAPTER, OTHER THAN PURCHASING OR POSSESSION BY MINORS, IS A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$1,000 OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH AND PROVIDING THAT PURCHASING OR POSSESSION OF E-CIGARETTES BY MINORS IS AN INFRACTION PUNISHABLE BY A FINE OF \$100; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** *That a new Chapter 9.50, entitled ELECTRONIC CIGARETTES AND RELATED DEVICES, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**Chapter 9.50**  
**ELECTRONIC CIGARETTES AND RELATED DEVICES**

**SECTION 2.** *That a new Section 9.50.010, entitled AUTHORIZATION, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.010: AUTHORIZATION:**

This Chapter is enacted pursuant to the city's general police power and the authority granted to cities by article 12, section 2 of the Idaho constitution and Idaho Code sections 50-302, 50-304 and 50-307.



**SECTION 3.** *That a new Section 9.50.020, entitled PURPOSE AND INTENT, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.020: PURPOSE AND INTENT:**

The purpose and intent of this chapter is to protect minors from the hazards of nicotine addiction and the dangers of ingesting products with no regulatory oversight as to their purity, contents, and potential negative health impacts.

**SECTION 4.** *That a new Section 9.50.030, entitled DEFINITIONS, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.030: DEFINITIONS:**

Unless the context indicates otherwise, the following terms, as used in this chapter, have the following meanings:

**ELECTRONIC CIGARETTE** or **E- CIGARETTE** means an electronic device usually composed of a mouthpiece, a heating element or atomizer, a battery, and electronic circuits that provides a gas derived from liquid nicotine and/or other substances which is inhaled by a user simulating smoking. The term includes such devices, regardless of the details of the product appearance or marketed name, generally manufactured to resemble cigarette, cigars, pipes, or other smoking devices.

**LIQUID NICOTINE** means any liquid product composed either in whole or part of nicotine, propylene glycol and/or other similar substances and manufactured for use with e- cigarette to be converted into a gas for inhaling.

**MINOR** means a natural person under 18 years of age.

**PERSON** means any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business of any kind.

**SECTION 5.** *That a new Section 9.50.040, entitled SAMPLING AND SALES TO MINORS PROHIBITED, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.040: SAMPLING AND SALES TO MINORS PROHIBITED:**

A. No person may give, distribute, transfer, sell, market, or offer e- cigarette, their components, or samples to a minor.

B. It is a defense to a prosecution for violation of this section when the person making the gift, distribution, transfer, sale, marketing, or offer as a gift, transfer, sale, marketing, or sample reasonably relied on an officially issued identification showing the purchaser or recipient was at least 18 years old.

**SECTION 6.** *That a new Section 9.50.050, entitled COUPON REDEMPTION, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.050: COUPON REDEMPTION:**

No person shall give or distribute e- cigarettes, or their components, to a person by a coupon if such coupon is redeemed in any manner that does not require an in-person transaction in a retail store to help prevent redemption of such merchandise by a minor.

**SECTION 7.** *That a new Section 9.50.060, entitled PURCHASE OR POSSESSION BY MINORS PROHIBITED, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.060: PURCHASE OR POSSESSION BY MINORS PROHIBITED:**

No minor may purchase, attempt to purchase, possess, or obtain e- cigarettes or their components. This prohibition does not apply to activities or enforcement actions under the control of a City, state, or federal law enforcement authority.

**SECTION 8.** *That a new Section 9.50.070, entitled PROHIBITION SIGNAGE TO BE POSTED – IDENTIFICATION REQUIRED, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.070: PROHIBITION SIGNAGE TO BE POSTED – IDENTIFICATION REQUIRED:**

Any person selling, marketing, displaying, giving, or distributing e- cigarette or their components shall display a printed sign, posted so that it is clearly visible to anyone purchasing e- cigarette or their components. The sign must be in contrasting colors and at least 20 point type and must read substantially as follows:

IF YOU ARE UNDER 18, YOU COULD BE SUBJECT TO PROSECUTION FOR PURCHASING E- CIGARETTE OR RELATED DEVICES OR THEIR COMPONENTS. THE SALE OF E-CIGARETTES OR RELATED DEVICES OR THEIR COMPONENTS TO PERSONS UNDER THE AGE OF 18 IS STRICTLY PROHIBITED. PHOTO ID REQUIRED.

**SECTION 9.** *That a new Section 9.50.080, entitled MECHANICAL SALES RESTRICTED, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.080: MECHANICAL SALES RESTRICTED:**

A. No person shall sell or permit to be sold e-cigarettes or their components through any device that mechanically dispenses such products unless the device is located fully within premises from which minors are prohibited, or in industrial worksites where minors are not employed nor permitted, and not less than 10 feet from all entrance or exit ways to and from each premises.

B. It is a defense to this section if the person demonstrates to the satisfaction of the building official that it is architecturally impracticable for the device to be located not less than 10 feet from all entrance and exit ways.

**SECTION 10.** *That a new Section 9.50.090, entitled PENALTIES AND ENFORCEMENT, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.090: PENALTIES AND ENFORCEMENT:**

Violation of section 9.50.060 is an infraction punishable as provided in Municipal Code Section 1.28.010. Violation of any other provision of this chapter is a misdemeanor punishable as provided in Municipal Code Section 1.28.010. Each transaction or offense is a new and separate violation.

**SECTION 11.** *That a new Section 9.50.100, entitled CHAPTER TO BE HARMONIZED WITH STATE AND FEDERAL LAW, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.50.100: CHAPTER TO BE HARMONIZED WITH STATE AND FEDERAL LAW:**

This chapter shall be harmonized to avoid any conflict with all other state or federal preempting laws or regulations. Nothing in this chapter diminishes the authority of the City to enforce Idaho Code Title 39, Chapter 57 or any other applicable laws or regulations.

**SECTION 12.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 13.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 14.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 15.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 16<sup>TH</sup> day of August, 2011.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
ADOPTING A NEW CHAPTER 9.50 DESIGNATED AS  
ELECTRONIC CIGARETTES AND REPLATED DEVICES

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY ADOPTING A NEW CHAPTER DESIGNATED AS 9.50 ENTITLED ELECTRONIC CIGARETTES AND RELATED DEVICES; PROVIDING DEFINITIONS AND PROHIBITING SALES OF E-CIGARETTES TO MINORS, SALES OF E-CIGARETTES FROM MACHINES ACCESSIBLE TO MINORS AND PROHIBITING PURCHASING OR POSSESSION OF E-CIGARETTES BY MINORS; PROVIDING THAT VIOLATIONS OF THIS CHAPTER, OTHER THAN PURCHASING OR POSSESSION BY MINORS, IS A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$1,000 OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH AND PROVIDING THAT PURCHASING OR POSSESSION OF E-CIGARETTES BY MINORS IS AN INFRACTION PUNISHABLE BY A FINE OF \$100; 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 Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Chapter 9.50 Electronic Cigarettes and Related Devices, 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 16<sup>th</sup> day of August, 2011.

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Warren J. Wilson, Chief Deputy City Attorney

OTHER BUSINESS

PLANNING COMMISSION  
STAFF REPORT

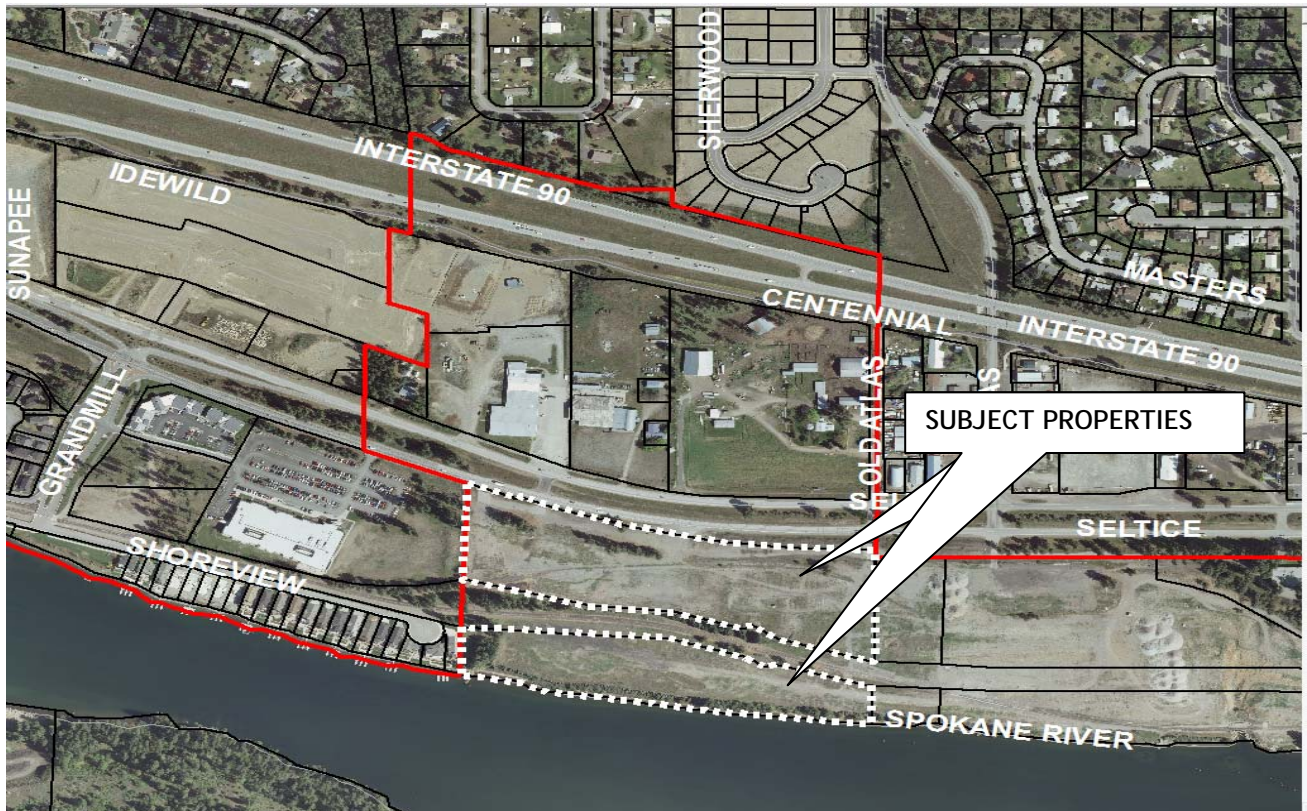
FROM: TAMI A. STROUD, PLANNER  
DATE: **August 16, 2011**  
SUBJECT: RCA-4-11 – REQUEST TO CONSIDER ANNEXATION  
LOCATION: +/- 22.23. ACRES FORMERLY KNOWN AS ATLAS MILL SITE BETWEEN SELTICE WAY AND THE SPOKANE RIVER

**DECISION POINT:**

Washington Trust Bank is requesting approval of a Request to Consider Annexation of a portion of the Atlas mill site a +/- 22.23 acre parcel between Seltice Way, the Spokane River, and east of the Mill River development.

**GENERAL SITE INFORMATION:**

A. The site





**BASIC LEGAL THRESHOLDS:**

**A. Area of City Impact:**

The area of request is within the Cœur d'Alene Area of City Impact boundary.

**B. Contiguity with City Boundary:**

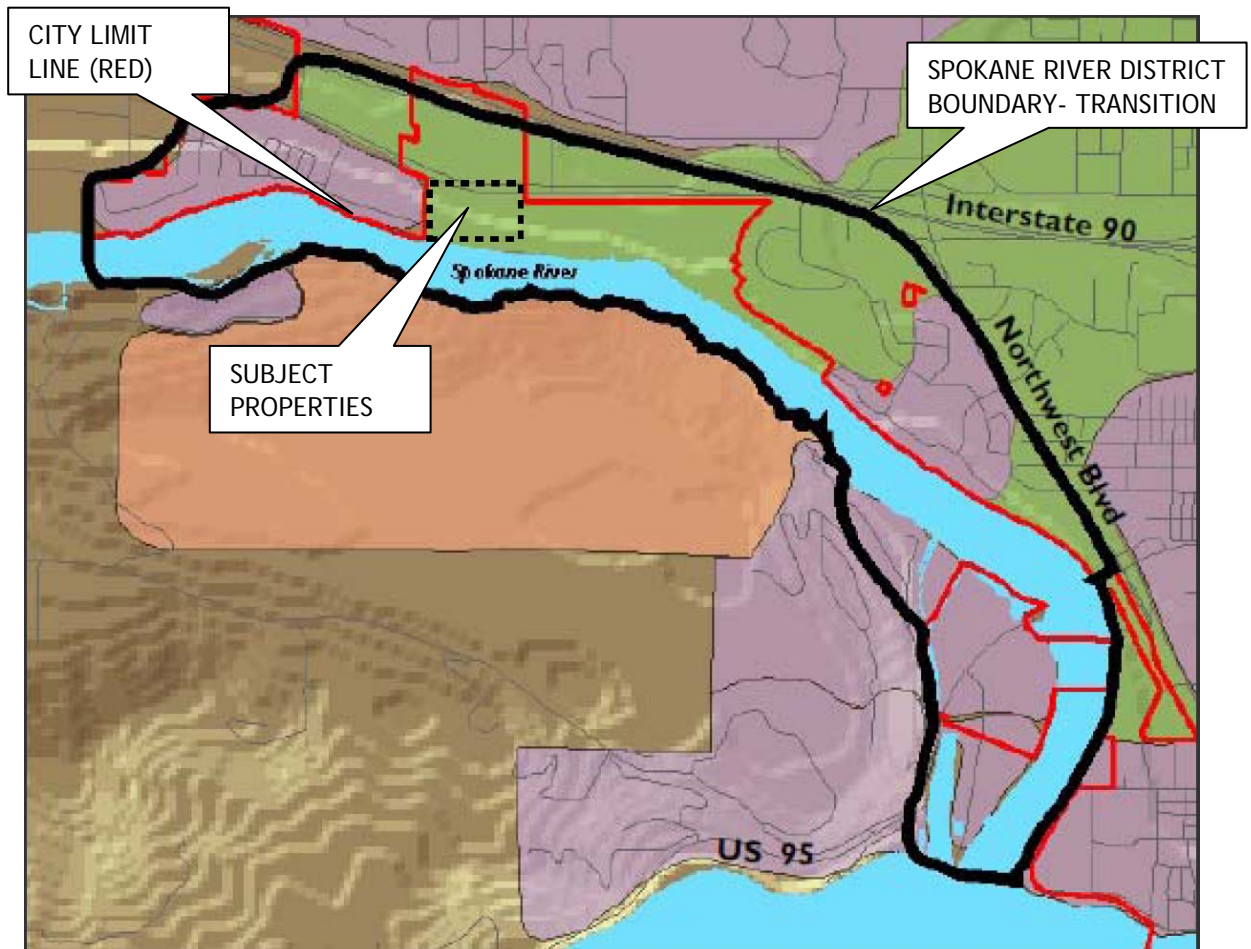
The area of request is adjacent to existing city boundaries on the west side of the area of request.

**Orderly Growth:**

This request would be a logical extension of the city along the Spokane River filling in a portion of unincorporated area between the Mill River development on the West and the Riverstone West development on the east.

**BASIC PLANNING CONSIDERATIONS:**

**A. 2007 Comprehensive Plan designation - Transition – Spokane River District**



The area of request has a land use designation of Transition and is within the Spokane River District, as follows:

1. **Transition Areas:**

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

2. **Spokane River District:**

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial, retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

The characteristics of the Spokane River District will be:

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees.

**B. PUBLIC FACILITIES AND SERVICES:**

**Sewer:**

Sewer service to this property is available at the western boundary of the subject area by an existing 10 inch diameter sewer main flowing to the west.

A sewer master plan shall be performed and submitted to Wastewater for review prior to development activities within the area to be annexed. At a minimum, this plan shall address "build-out" sewer flows from

the 22.23 acre site as well as projected flow from the properties adjacent to the east. The master plan shall show the proposed routing and pipe sizing of a wastewater collection system that will extend through the proposed area to be annexed and enable the property adjoining to the east to be served by gravity sewer. Applicant should be aware that, based on the City of Coeur D'Alene 2009 NW Quadrant Master Plan Update, wastewater flows will be limited to a maximum density of 11.8 Equivalent Residential Units (ERU) / Acre in this area.

**Water:**

Water service in this area is provided through a 12" main that is, functionally, a dead end line due to zone separation. Development that increases the water demand will need to be proceeded by an engineering study to determine if there is adequate water to the area for the proposed purpose. Necessary upgrades will be at the developer's cost. Any proposal will be required to extend the 12" main that runs on the south side of Seltice Way across their property for future extension as adjoining properties develop. Crossings may be required in Seltice Way to provide adequate looping.

**Streets:**

The roadway to the north of the subject property is a four (4) lane, median divided highway (US Hwy 10) that is under the jurisdiction of both the City of Coeur d'Alene and the Post Falls Highway District. Since there is no existing connection to the adjoining Seltice Way roadway, the owner of the subject property would need to develop a point of access to the site. Development of any access would require the approval of the City Engineer. Participation in the signalization of the adjacent Atlas Road / Seltice Way intersection may be a component of any annexation agreement that deals with the subject property.

**PROPOSED CONDITIONS:**

TBD

**ACTION ALTERNATIVES:**

The City Council can approve the request, with or without conditions, which would allow the applicant to file a formal application for annexation or deny the request, which would require the applicant to wait one year before filing the same application to consider annexation.

COUNCIL BILL NO. 11-1020  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF MELROSE STREET RIGHT-OF-WAY, GENERALLY DESCRIBED AS THE EASTERLY TWENTY FEET (20.0') OF THE SEVENTY FIVE FOOT (75.0') RIGHT-OF-WAY AT THE SOUTHEAST CORNER OF MELROSE STREET AND DAVIDSON AVENUE, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following portion of street right-of-way be vacated; 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:

The easterly twenty feet (20.0') of the seventy five foot (75.0') right-of-way of Melrose Street adjoining the westerly boundary of Kootenai County Tax Parcel # 4029 (Parcel ID # C3735018999E) in Lot 18, of the Fort Sherman Abandoned Military Reservation, situated in the Southeast ¼ of Section 11, Township 50 North, Range 4 West, Boise Meridian.

is hereby vacated.

**SECTION 2.** That the vacated portion of right-of-way referenced above reverts to the adjoining property owner to the east.

**SECTION 3.** That the existing rights-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene are not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

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

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

APPROVED by the Mayor this 16<sup>th</sup> day of August, 2011.

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

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
V-11-4 MELROSE STREET RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_\_, vacating a portion of Melrose Street right-of-way.

Such right-of-way is more particularly described as follows:

The easterly twenty feet (20.0') of the seventy five foot (75.0') right-of-way of Melrose Street adjoining the westerly boundary of Kootenai County Tax Parcel # 4029 (Parcel ID # C3735018999E) in Lot 18, of the Fort Sherman Abandoned Military Reservation, situated in the Southeast ¼ of Section 11, Township 50 North, Range 4 West, Boise Meridian.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that 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 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 Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, as the vacation of the easterly twenty feet (20.0') of the seventy five foot (75.0') right-of-way at the southeast corner of Melrose Street and Davidson Avenue in Coeur d'Alene, Kootenai County Idaho, 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 16<sup>th</sup> day of August, 2011.

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Warren J. Wilson, Chief Civil Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes



**August 8, 2011**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Al Hassell  
Council Member Woody McEvers

**STAFF PRESENT**

Jon Ingalls, Deputy City Admin.  
Amy Ferguson, Executive Assistant  
Dave Shults, Capital Program Manager  
Warren Wilson, Deputy City Attorney  
Tim Martin, Street Superintendent  
Chris Bates, Engineering Proj. Mgr.

**Item 1            V-11-5 – Vacation of a Utility Easement in the Fairway Forest 3<sup>rd</sup> Addition**  
**Consent Calendar**

Chris Bates, Engineering Project Manager, presented a request from the applicant, Richard McDonald, for the vacation of a twenty foot (20') utility easement that extends along the length of his westerly lot line, which is the common lot line of Lots 6 & 7, Block 2 of the Fairway Forest 3<sup>rd</sup> Addition. Mr. Bates' staff report notes that of the 139 lots in the Fairway Forest 3<sup>rd</sup> Addition, Lots 6 & 7 are the only lots with a utility easement on them. Also, the easement terminates at the southerly boundary and does not extend into the developments to the south, therefore, negating any real purpose for the easement. Neither the city nor the private utilities companies have any facilities located in the easement, nor is there any intention of installing any due to the built out nature of the area. Mr. Bates also noted that there is no financial impact to the city, and no additional tax revenue would be generated by the vacation because it is an easement and not property in fee.

**MOTION by McEvers, seconded by Hassell, to recommend Council direct staff to proceed with the vacation process and set a public hearing for September 6, 2011. Motion carried.**

**Item 2            Declaration for Sole Source Procurement**  
**Consent Calendar**

Tim Martin, Street Superintendent, presented a request for authorization to purchase a new 10 yard chassis mounted Vac-All unit to replace the 1980 unit for cleaning catch basins. Mr. Martin noted in his staff report that the 2009-2010 budget includes \$200,000 for a new Vac-All unit. The original 1980 unit has been rebuilt many times and parts availability no longer exists. The reason for sole-sourcing is that they have found no other source that will provide the 10 yard hauling capacity with the air volumes and the ability to clean catch basins in a timely manner. Other companies make sweepers as primary function with catch basin cleaners as secondary function. They are not as user friendly as catch basin cleaners.

Councilman McEvers commended the Street Department for keeping the old Vac-All unit running for 31 years.

**MOTION by McEvers, seconded by Hassell, to recommend Council authorize the sole source procurement of a 10 yard chassis mounted Vac-All unit and to publish public notification in this regard. Motion carried.**

**Item 3            Change Order #7 for Contractors Northwest for WWTP Phase 5B  
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #7, for an increased cost of \$53,267 to the city's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,134,684.

Mr. Shults noted in his staff report that construction of the Phase 5B project improvements is approximately 95% complete. Change Order #7 includes twenty-five changes to the plans and specifications that were made by the project consultant, HDR Engineering, and city staff. The change order includes fifteen items that revised or added features to correct design and site conflicts, or to improve functionality, safety, operation, or maintenance; four items to add features required by the building inspector; one no-cost item that documented resolution of a HVAC duct conflict; and five items of rework for which the design engineer assumes responsibility and will reimburse the city. HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary. Mr. Shults further noted in the staff report that the change orders to date are within reason (4.7%) and the project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. The change order items on the project are typical of a project of this complexity, the project is progressing on schedule, and the cost of construction is \$565,316 less than the originally anticipated cost for the project.

Councilman Hassell asked about the perimeter fence change. Mr. Shults said that there was a large diameter gate post and special bracket for the existing automatic gate, as well as a substantial amount of concrete that had to be changed out in addition to the fence. This included hand-digging post holes to avoid gas lines in the areas. Davis Bacon wages and project management fees also added to the cost of the change item.

Councilman Hassell also asked about the water station improvements. Mr. Shults responded that the operations staff wanted to have more robust straining and filters than had been originally specified.

Councilman Hassell asked about the relocation of the water fountains. Mr. Shults said that the water fountains were originally placed in an area that they didn't think was appropriate, and they ended up relocating them into the receptionist area so they could keep track of them.

Councilman McEvers questioned the cost of the handicapped signs. Mr. Shults confirmed that the additional cost involved purchase and installation of 20+ signs. The Davis Bacon installation costs/wages, and the fact that they were required to be American-made signs to comply with the stimulus loan fund requirements contributed to the higher cost. Councilman McEvers also asked about the exit sign and light. Mr. Shults explained that there are specific code requirements for type of signage and lighting for emergencies and the costs of providing electrical connections and installation all add up.

Councilman McEvers thanked HDR Engineering for covering for the cost of their mistakes or oversights in Items #119 and 122. He also asked about KNOX boxes. Mr. Shults explained that the change item involved more than the provision of additional KNOX box for keys required for emergency entry by the fire department emergency personnel. Most of the change involved rework of several fire extinguisher cabinets in the hallways of the admin/lab building and garage that protruded too far into hallways. To

allow compliance with the building code, the boxes were removed from the walls, sheetrock was repaired, and smaller boxes and fire extinguishers were installed.

Councilman McEvers asked about the 7'10" door frame. Mr. Shults noted that in process structures it is normal to have these larger doors. A mistake was made in ordering the door frame for the admin/lab building door, and a new frame was needed to accommodate the standard 7' door for the women's restroom.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval Resolution No. 11-028, authorizing Change Order #7, for an increased cost of \$53,267 to the city's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,134,684. Motion carried.**

The meeting adjourned at 4:18 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TEN MONTHS ENDED  
 31-Jul-2011

| FUND OR<br>DEPARTMENT  | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>7/31/2011 | PERCENT<br>EXPENDED |
|------------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council          | Personnel Services     | \$198,652         | \$160,104               | 81%                 |
|                        | Services/Supplies      | 11,050            | 7,002                   | 63%                 |
| Administration         | Personnel Services     | 501,014           | 407,955                 | 81%                 |
|                        | Services/Supplies      | 5,400             | 5,333                   | 99%                 |
| Finance                | Personnel Services     | 589,909           | 482,055                 | 82%                 |
|                        | Services/Supplies      | 95,640            | 72,257                  | 76%                 |
| Municipal Services     | Personnel Services     | 839,218           | 689,160                 | 82%                 |
|                        | Services/Supplies      | 434,031           | 349,470                 | 81%                 |
|                        | Capital Outlay         | 14,000            | 13,979                  | 100%                |
| Human Resources        | Personnel Services     | 208,728           | 172,801                 | 83%                 |
|                        | Services/Supplies      | 32,000            | 18,794                  | 59%                 |
| Legal                  | Personnel Services     | 1,281,435         | 1,051,856               | 82%                 |
|                        | Services/Supplies      | 92,227            | 63,007                  | 68%                 |
|                        | Capital Outlay         |                   |                         |                     |
| Planning               | Personnel Services     | 471,884           | 388,064                 | 82%                 |
|                        | Services/Supplies      | 25,900            | 6,743                   | 26%                 |
| Building Maintenance   | Personnel Services     | 279,307           | 246,978                 | 88%                 |
|                        | Services/Supplies      | 126,975           | 105,838                 | 83%                 |
|                        | Capital Outlay         |                   | 533,362                 |                     |
| Police                 | Personnel Services     | 8,439,040         | 6,885,388               | 82%                 |
|                        | Services/Supplies      | 729,980           | 487,585                 | 67%                 |
|                        | Capital Outlay         | 227,577           | 188,958                 | 83%                 |
| Fire                   | Personnel Services     | 6,733,244         | 5,575,232               | 83%                 |
|                        | Services/Supplies      | 368,777           | 247,123                 | 67%                 |
|                        | Capital Outlay         |                   | 298,752                 |                     |
| General Government     | Services/Supplies      | 185,750           | 637,256                 | 343%                |
|                        | Capital Outlay         |                   |                         |                     |
| Byrne Grant (Federal)  | Personnel Services     | 143,677           | 112,507                 | 78%                 |
|                        | Services/Supplies      | 261,369           | 144,810                 | 55%                 |
| COPS Grant             | Personnel Services     | 219,250           | 155,133                 | 71%                 |
|                        | Services/Supplies      |                   |                         |                     |
| CdA Drug Task Force    | Services/Supplies      | 36,700            | 25,156                  | 69%                 |
|                        | Capital Outlay         |                   |                         |                     |
| Streets                | Personnel Services     | 1,647,053         | 1,359,846               | 83%                 |
|                        | Services/Supplies      | 445,200           | 373,335                 | 84%                 |
| ADA Sidewalk Abatement | Personnel Services     | 171,317           | 105,815                 | 62%                 |
|                        | Services/Supplies      | 43,300            | 42,400                  | 98%                 |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TEN MONTHS ENDED  
 31-Jul-2011

| FUND OR<br>DEPARTMENT      | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>7/31/2011 | PERCENT<br>EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Engineering Services       | Personnel Services     | 433,372           | 359,511                 | 83%                 |
|                            | Services/Supplies      | 728,050           | 455,903                 | 63%                 |
|                            | Capital Outlay         |                   | 6,726                   |                     |
| Parks                      | Personnel Services     | 1,218,463         | 925,572                 | 76%                 |
|                            | Services/Supplies      | 419,804           | 241,362                 | 57%                 |
| Recreation                 | Personnel Services     | 619,261           | 449,523                 | 73%                 |
|                            | Services/Supplies      | 136,250           | 95,870                  | 70%                 |
| Building Inspection        | Personnel Services     | 740,176           | 600,968                 | 81%                 |
|                            | Services/Supplies      | 24,350            | 14,327                  | 59%                 |
| Total General Fund         |                        | <u>29,179,330</u> | <u>24,563,816</u>       | <u>84%</u>          |
| Library                    | Personnel Services     | 987,120           | 779,713                 | 79%                 |
|                            | Services/Supplies      | 163,900           | 131,272                 | 80%                 |
|                            | Capital Outlay         | 80,000            | 54,725                  | 68%                 |
| CDBG                       | Services/Supplies      | 336,745           | 136,066                 | 40%                 |
| Cemetery                   | Personnel Services     | 187,258           | 112,469                 | 60%                 |
|                            | Services/Supplies      | 84,050            | 64,598                  | 77%                 |
|                            | Capital Outlay         |                   |                         |                     |
| Impact Fees                | Services/Supplies      | 583,000           |                         |                     |
| Annexation Fees            | Services/Supplies      |                   |                         |                     |
| Parks Capital Improvements | Capital Outlay         | 205,000           | 172,750                 | 84%                 |
| Insurance                  | Services/Supplies      | 206,925           | 564,734                 | 273%                |
| Cemetery Perpetual Care    | Services/Supplies      | 98,500            | 72,855                  | 74%                 |
| Jewett House               | Services/Supplies      | 17,050            | 11,404                  | 67%                 |
| Reforestation              | Services/Supplies      | 2,500             | 45,162                  | 1806%               |
| Street Trees               | Services/Supplies      | 57,000            | 45,456                  | 80%                 |
| Community Canopy           | Services/Supplies      | 1,200             | 1,354                   | 113%                |
| CdA Arts Commission        | Services/Supplies      | 6,450             | 6,031                   | 94%                 |
| Public Art Fund            | Services/Supplies      | 80,300            | 37,417                  | 47%                 |
| KMPO                       | Services/Supplies      | 650,000           | 317,129                 | 49%                 |
| Total Special Revenue      |                        | <u>3,746,998</u>  | <u>2,553,135</u>        | <u>68%</u>          |
| Debt Service Fund          |                        | <u>1,668,878</u>  | <u>586,822</u>          | <u>35%</u>          |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TEN MONTHS ENDED  
 31-Jul-2011

| FUND OR<br>DEPARTMENT             | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED          | SPENT THRU<br>7/31/2011    | PERCENT<br>EXPENDED |
|-----------------------------------|------------------------|----------------------------|----------------------------|---------------------|
| Kathleen & Howard signal          | Capital Outlay         |                            | 91                         |                     |
| Govt Way - Dalton to Hanley       | Capital Outlay         | 4,100,000                  | 1,338,779                  | 33%                 |
| Govt Way - Hanley to Prairie      | Capital Outlay         | 2,950,000                  | 10,000                     |                     |
| Govt Way - sewer & water LID      | Capital Outlay         | 275,000                    |                            |                     |
| Howard Street - North             | Capital Outlay         |                            | 151,922                    |                     |
| 15th Street - Lunceford to Dalton | Capital Outlay         | 528,000                    | 71,813                     | 14%                 |
| 15th St & Harrison signal         | Capital Outlay         |                            | 18,346                     |                     |
| Intersection of Hanley & US95     | Capital Outlay         |                            | 2,688                      |                     |
| Total Capital Projects Funds      |                        | <u>7,853,000</u>           | <u>1,593,639</u>           | <u>20%</u>          |
| Street Lights                     | Services/Supplies      | 591,321                    | 469,184                    | 79%                 |
| Water                             | Personnel Services     | 1,454,865                  | 1,209,082                  | 83%                 |
|                                   | Services/Supplies      | 3,736,407                  | 1,066,337                  | 29%                 |
|                                   | Capital Outlay         | 1,733,500                  | 817,479                    | 47%                 |
| Water Capitalization Fees         | Services/Supplies      | 850,000                    |                            |                     |
| Wastewater                        | Personnel Services     | 2,162,045                  | 1,740,479                  | 81%                 |
|                                   | Services/Supplies      | 5,388,738                  | 1,527,933                  | 28%                 |
|                                   | Capital Outlay         | 9,875,500                  | 8,048,351                  | 81%                 |
|                                   | Debt Service           | 1,489,110                  | 1,117,900                  | 75%                 |
| WW Capitalization                 | Services/Supplies      | 752,580                    |                            |                     |
| Sanitation                        | Services/Supplies      | 3,118,772                  | 2,600,931                  | 83%                 |
| Public Parking                    | Services/Supplies      | 176,957                    | 137,373                    | 78%                 |
|                                   | Capital Outlay         |                            |                            |                     |
| Stormwater Mgmt                   | Personnel Services     | 417,723                    | 346,470                    | 83%                 |
|                                   | Services/Supplies      | 650,737                    | 325,674                    | 50%                 |
|                                   | Capital Outlay         | 505,000                    | 200,426                    | 40%                 |
| Total Enterprise Funds            |                        | <u>32,903,255</u>          | <u>19,607,619</u>          | <u>60%</u>          |
| Kootenai County Solid Waste       |                        | 2,200,000                  | 1,584,173                  | 72%                 |
| Police Retirement                 |                        | 213,500                    | 161,841                    | 76%                 |
| Business Improvement District     |                        | 142,000                    | 90,200                     | 64%                 |
| Homeless Trust Fund               |                        | 6,500                      | 4,288                      | 66%                 |
| Total Fiduciary Funds             |                        | <u>2,562,000</u>           | <u>1,840,502</u>           | <u>72%</u>          |
| TOTALS:                           |                        | <u><u>\$77,913,461</u></u> | <u><u>\$50,745,533</u></u> | <u><u>65%</u></u>   |

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

| FUND                                         | BALANCE<br>6/30/2011 | RECEIPTS            | DISBURSE-<br>MENTS  | BALANCE<br>7/31/2011 |
|----------------------------------------------|----------------------|---------------------|---------------------|----------------------|
| <u>General-Designated</u>                    | \$404,812            | \$5,497             | \$5,140             | \$405,169            |
| <u>General-Undesignated</u>                  | 3,265,959            | 16,783,532          | 11,576,640          | 8,472,851            |
| <u>Special Revenue:</u>                      |                      |                     |                     |                      |
| Library                                      | (55,922)             | 461,319             | 64,081              | 341,316              |
| CDBG                                         | 24,955               | 23,350              | 74                  | 48,231               |
| Cemetery                                     | 48,976               | 20,080              | 15,015              | 54,041               |
| Parks Capital Improvements                   | 192,925              | 165,370             | 1,155               | 357,140              |
| Impact Fees                                  | 2,355,730            | 71,685              | 11,438              | 2,415,977            |
| Annexation Fees                              | 135,936              |                     |                     | 135,936              |
| Insurance                                    | 1,340,886            | 793                 | 3,864               | 1,337,815            |
| Cemetery P/C                                 | 1,816,384            | 2,745               | 10,156              | 1,808,973            |
| Jewett House                                 | 13,240               |                     | 920                 | 12,320               |
| KCATT                                        | -                    |                     |                     | -                    |
| Reforestation                                | 6,835                | 970                 |                     | 7,805                |
| Street Trees                                 | 180,333              | 3,600               | 8,000               | 175,933              |
| Community Canopy                             | 409                  |                     |                     | 409                  |
| CdA Arts Commission                          | 4,808                | 1,915               | 5,732               | 991                  |
| Public Art Fund                              | 93,701               |                     |                     | 93,701               |
| Public Art Fund - LCDC                       | 362,512              |                     | 1,547               | 360,965              |
| Public Art Fund - Maintenance                | 134,170              |                     | 75                  | 134,095              |
| KMPO - Kootenai Metro Planning Org           | (1,769)              | 61,371              | 66,232              | (6,630)              |
| <u>Debt Service:</u>                         |                      |                     |                     |                      |
| 2000, 2002 & 2006 G.O. Bonds                 | 855,951              | 411,176             |                     | 1,267,127            |
| LID Guarantee                                | 49,285               | 429                 |                     | 49,714               |
| LID 124 Northshire/Queen Anne/Indian Meadows | 511                  |                     |                     | 511                  |
| LID 127 Fairway / Howard Francis             | 8,544                |                     |                     | 8,544                |
| LID 129 Septic Tank Abatement                | 10,949               | 171                 |                     | 11,120               |
| LID 130 Lakeside / Ramsey / Industrial Park  | 3,634                |                     |                     | 3,634                |
| LID 146 Northwest Boulevard                  | 46,029               |                     |                     | 46,029               |
| <u>Capital Projects:</u>                     |                      |                     |                     |                      |
| Street Projects                              | (54,906)             | 11,613              | 25,510              | (68,803)             |
| <u>Enterprise:</u>                           |                      |                     |                     |                      |
| Street Lights                                | (10,651)             | 42,875              | 44,396              | (12,172)             |
| Water                                        | 674,316              | 248,936             | 290,631             | 632,621              |
| Water Capitalization Fees                    | 1,316,150            | 59,172              | 520                 | 1,374,802            |
| Wastewater                                   | 5,488,821            | 458,227             | 609,489             | 5,337,559            |
| Wastewater-Reserved                          | 1,258,796            | 27,500              |                     | 1,286,296            |
| WWTP Capitalization Fees                     | 737,181              | 93,937              | 2,788               | 828,330              |
| WW Property Mgmt                             | 60,668               |                     |                     | 60,668               |
| Sanitation                                   | (198,348)            | 260,536             | 265,108             | (202,920)            |
| Public Parking                               | 670,640              | 10,417              | 5,845               | 675,212              |
| Stormwater Mgmt                              | 425,215              | 103,023             | 26,536              | 501,702              |
| Wastewater Debt Service                      | 39                   |                     |                     | 39                   |
| <u>Fiduciary Funds:</u>                      |                      |                     |                     |                      |
| Kootenai County Solid Waste Billing          | 174,761              | 167,864             | 175,187             | 167,438              |
| LID Advance Payments                         | 618                  | 185                 | 104                 | 699                  |
| Police Retirement                            | 1,372,331            | 78,974              | 40,242              | 1,411,063            |
| Sales Tax                                    | 2,820                | 1,221               | 2,820               | 1,221                |
| BID                                          | 183,308              | 28,949              | 30,000              | 182,257              |
| Homeless Trust Fund                          | 456                  | 312                 | 456                 | 312                  |
| <b>GRAND TOTAL</b>                           | <b>\$23,401,998</b>  | <b>\$19,607,744</b> | <b>\$13,289,701</b> | <b>\$29,720,041</b>  |