



Coeur d'Alene

CITY COUNCIL MEETING

December 6, 2011

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
NOVEMBER 15, 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 November 15, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Robert Fetveit from Elijah House.

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

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

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

1. Approval of minutes for November 1, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, November 21st at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-038: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF S-2-03 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT WITH ACI NORTHWEST, INC. FOR LANDINGS AT WATERFORD, 6TH ADDITION AND APPROVAL OF S-6-09M ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT WITH MEADOW RANCH DEVELOPMENT CORPORATION FOR MEADOW RANCH, 1ST ADDITION.
4. Approval of Bills as submitted and on file in the Office of the City Clerk.
5. Approval of cemetery lot repurchase from Ruth Annette Miller.
6. Approval of beer/wine license transfer for Kelly's Irish Pub and Grill at 726 N. 4th and for Susie's Home Kitchen (formerly Casa de Oro) at 445 Cherry Lane.
7. Award of bid to Sahlberg Equipment Co. for the purchase of a 2012 Sewer Jet Truck.
8. Approval of free horse-drawn carriage rides in the Downtown area for December 3, 10, 17, from noon to 4:00 p.m. and on December 24, from noon to 3:00 p.m.

9. Setting of Public Hearing: ZC-5-11 – Zone change at 188 and 196 W. Haycraft for December 20, 2011.

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

ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy introduced Boy Scouts of Pack 210 who were in attendance tonight as part of earning their citizenship badge.

ADMINISTRATOR’S REPORT: City Administrator Wendy Gabriel announced that yesterday, November 14th, marked the start of the City of Coeur d’Alene annual leaf pick-up program. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area, and do not include bagged leaves, branches, rubble, or refuse. Due to weather conditions, equipment malfunctions, and unforeseen circumstances, city crews are unable to provide a precise schedule of where leaf pick-up will take place. Pick-up started south of Sherman Avenue and will progress north. Completion is expected by Wednesday, November 23rd. If you have any questions or need additional information please check the website STREETS.CDAID.ORG or call the Street Maintenance Information line at 769-2233. The City’s Executive Team is proud to have helped the first-annual Families Feeding Families program sponsored by the Salvation Army Kroc Center. This program is aimed at providing impoverished families with a Thanksgiving Dinner. Executive Team donations funded 12 shopping bags with a specified ingredient list that will feed 12 Thanksgiving holiday meals for a family of 4 or more that included Thanksgiving classics and a few special treats. Since 2010 the city’s contractor, Waste Management, has picked up over four million pounds of recyclable materials and emptied 245,619 carts! The city is averaging just over 62% participation. Prior to the introduction of the single stream recycling program, the city was averaging approximately 27% participation. For more information about the single stream recycling program, please review the Waste Management website at www.wmnorthwest.com/coeurdalene or call 765-4968. The city’s Stormwater Division and Parks Department launched a new program called “Canines for Clean Water.” This program addresses dog waste and the importance of dog owners cleaning up after their pets. The Coeur d’Alene Public Library will host “The Way We Worked” – a traveling exhibit from the Smithsonian Institution – from mid-December through January 2012. As part of this special opportunity, the library is sponsoring a companion exhibit – the Children’s Art Project – to be displayed in the library’s Parkside Gallery from Dec. 1 to January 31st. Children from preschool age to 12 are invited to create art pieces that can be hung on the gallery walls – drawings, paintings, photography, collages, bas relief, etc. – based on the theme: “My Family Works.” Here’s a tip from the city’s Pedestrian and Bicycle Advisory Committee: When cycling in the fall, travel on lower traffic roads, brake gently, slow down for turns, and consider studded snow tires for your bike. Be careful of potholes or other hazards and obstacles hidden under piles of leaves. The Coeur d’Alene Arts Commission is seeking artists for public art in three vehicular round-a-bouts in the “Education Corridor.” Information packets are available at City Hall, 710 E. Mullan Avenue, or online at www.cdaid.org. Artist proposals are due by 5:00 p.m., November 24, 2011. Artists with questions are encouraged to contact Steve Anthony, Arts Commission Liaison, at 769-2249. This year as in years past, the Coeur d’Alene Police Department, numerous agencies, and volunteers are proud to join together and participate in the ‘Holidays and Heroes’ program. “Holidays and Heroes” is now accepting cash donations and food items that can be

dropped off at the Spokane County Sheriff's Office, Post Falls Police Department Kootenai County Sheriff's Department, Rathdrum Police Department, CdA Police Department or the Kootenai County Fire Administration Office at 5271 E. Seltice Way. We are currently accepting applications for a Wastewater Treatment Operator II. Deadline for applications is December 2nd. The city also continuously accepts applications and holds them on file for one year for the following positions: Police Officer, Secretarial/Clerical, Janitorial, Library Clerk, Attorney, Part-time Sports Officials. For applications and job information, please visit our website at www.cdaid.org or call the Human Resources Department at 769-2205. On November 15, 2011 the Education Corridor was officially opened with a ribbon cutting ceremony. Councilman Bruning will chair the Dike Road Ad Hoc Committee.

EXECUTIVE SESSION: Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 : 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

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

The session began at 6:15 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation. No action was taken and the Council returned to regular session at 6:55 p.m.

STORMWATER UTILITY FEES: Motion by Kennedy, seconded by Hassell to suspend the Stormwater fee collection until the City's Stormwater Utility ordinance can be re-examined and revisions considered in light of the recent Supreme Court decision. Motion carried.

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

The meeting adjourned 6:57 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 11-039

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 AGREEMENT RENEWAL WITH THE COEUR D'ALENE DOWNTOWN ASSOCIATION; APPROVING AN AGREEMENT FOR CDBG GRANT FUNDS FOR THE LAKE CITY SENIOR CENTER; ADOPTING A POLICY REGARDING RE-PAINTING FIRE HYDRANTS NON-STANDARD COLORS BY PROPERTY OWNERS; APPROVING AN AGREEMENT FOR PROFESSION SERVICES WITH J-U-B ENGINEERS, INC. FOR THE WASTEWATER UTILITY 2012 COLLECTION SYSTEM MASTER PLAN AND APPROVING THE REQUEST FOR DESTRUCTION OF RECORDS IN MUNICIPAL SERVICES.

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 5" and by reference made a part hereof as summarized as follows:

- 1) Approving an Agreement Renewal with the Coeur d'Alene Downtown Association;
- 2) Approving an Agreement for CDBG Grant Funds for the Lake City Senior Center;
- 3) Adopting a Policy regarding Re-Painting Fire Hydrants Non-Standard Colors By Property Owners;
- 4) Approving an Agreement for Profession Services with J-U-B Engineers, Inc. for the Wastewater Utility 2012 Collection system Master Plan;
- 5) Approving the Request for Destruction of Records in Municipal Services;

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 5" 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 6th day of December, 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 _____.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: November 21, 2011
FROM: Troy Tymesen
SUBJECT: CONTRACT RENEWAL – Coeur d’Alene Downtown Association, Inc.

DECISION POINT:

To renew the Downtown Association Contract for an additional three-year term.

HISTORY:

The City has contracted with the Coeur d’Alene Downtown Association (DTA) for several three-year terms. Each contract renewal sees greater partnerships and opportunities for the two organizations. Newer partnerships include the Downtown Association’s relationship with the Coeur d’Alene Area Chamber of Commerce for support and shared space as well as with the Lake City Development Corporation. The Downtown Association has administered the Business Improvement District (BID) since 1990.

FINANCIAL AND PERFORMANCE ANALYSIS:

The contract requires the DTA to submit quarterly progress reports. A copy of the Association’s “QUARTERLY REPORT CARD” is attached as an example of the number of activities provided by the Association on a daily, monthly, and annual basis. Finally, Exhibit “1” to the contract includes a list of additional maintenance responsibilities of the Association. The second full year contract cost is anticipated to be \$52,000.00.

QUALITY OF LIFE ANALYSIS:

With renewal of this contract, the Coeur d’Alene Downtown Association and the City of Coeur d’Alene will continue to work together and with other partners to ensure the viability of our city for all of our citizens and visitors.

DECISION POINT:

To renew the Downtown Association contract for an additional three-year term.

AGREEMENT

THIS AGREEMENT, made and dated this 6th day of December, 2011 by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and the **Coeur d'Alene Downtown Association, Inc.**, a non-profit corporation organized and existing under the laws of the State of Idaho, with its principal place of business at 105 N. 1st Street, Suite 100, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the City has various municipal codes which allow and or regulate activities in the Central Business District (as defined by Municipal Code Section 17.02.040B) and the Business Improvement District (established pursuant to Coeur d'Alene Ordinance 2293), including but not limited to sidewalk uses and a business improvement district; and

WHEREAS, the Association is a business association operating within the boundaries of the Central Business District (CBD) and has contracted pursuant to an agreement approved by Resolution 96-067 to operate the Business Improvement District (B.I.D.) established by Coeur d'Alene Ordinance No. 2293; and

WHEREAS, the Association, pursuant to agreements approved by Resolutions 04-042, 01-046 and 98-069, has performed certain specified duties; and

WHEREAS, pursuant to an agreement approved by Resolution 91-135 the Association has from time to time in the past assisted the City in administration of sidewalk encroachment permits in the B.I.D; and

WHEREAS, the City is authorized pursuant to Idaho Code Section 50-302 to maintain peace, good government and welfare of the City and its trade, commerce, and industry; and

WHEREAS, the Association is knowledgeable and has the capability and resources to undertake certain obligations of the City which will further the public health and safety as well as maintain and enhance the welfare of the City, its trade, commerce, and industry; and

WHEREAS, the City and the Association are desirous of continuing the partnership created by the above mentioned agreements, with some modifications to the duties and responsibilities of each, and further desire to set forth in a new agreement the modified duties and responsibilities of each, which agreement will replace all previous agreements entered into by the parties except as specifically set forth herein; and

WHEREAS, it would be in the best interest of the City and the citizens thereof that the City enter into an agreement with the Association for the performance of the duties set forth below; NOW THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for three (3) years, commencing retroactively on the 4th day of December, 2010.

SECTION 2. TIME IS OF THE ESSENCE.

The parties agree that time is of the essence in this Agreement.

SECTION 3. DUTIES OF THE ASSOCIATION.

The Association agrees as follows:

A. Performance of B.I.D. duties. The Association agrees to perform the maintenance responsibilities for the Coeur d'Alene Downtown B.I.D. as set forth in the document entitled "Maintenance Responsibilities for the Coeur d'Alene Downtown B.I.D." which is attached hereto as Exhibit "1" and by this reference incorporated herein.

B. Organization and Public Meetings. The Association agrees to maintain itself as a viable, active organization representing the interests of downtown businesses by continuing to hold monthly Board meetings, and by having regular committee and membership meetings. As such the Association agrees to organize and hold at least two (2) public meetings, at reasonable times and places each year for the purpose of reviewing the status of downtown activities. These meetings may be integrated with other Coeur d'Alene Downtown Association activities.

C. Signs and Beautification. The Association agrees to facilitate and coordinate with the City its utilization and placement of signs, flowers, and other aesthetically pleasing improvements in the downtown area as recommended in the "Downtown Coeur d'Alene-Economic Enhancement Strategy 1997") on file in the office of Municipal Services Director and incorporated herein as if set forth fully, hereafter referred to as the "Strategy) and any other subsequent study, plan, or design which stems from the "Strategy", collectively referred to as the Hyatt Palma Plan.

D. Furtherance of Trade, Commerce and Industry. The Association further agrees to:

1. Review City regulations, ordinances, and policies during the term of this Agreement and make recommendations to the City for implementation of changes designed to facilitate public health, safety, and welfare including changes to further the welfare of the City, its trade, commerce, and industry.
2. Maintain an asset matrix within the B.I.D and to work with property owners and real estate investors and representatives on a regular basis to encourage vacancies

be filled with uses as identified in the Hyatt Palma Plan and to further encourage the development of quality office and mixed-use buildings within the B.I.D.

3. Seek out and work with private investors to encourage them to undertake projects and open businesses, which have been identified as, appropriate in the Hyatta Palma Plan.
4. Initiate discussions with quality housing developers and local lenders to determine actions, incentives or other steps that could be employed to encourage the development of housing both owner-occupied and rental units within the B.I.D.
5. Identify specific types of businesses to be recruited consistent with the Hyatt Palma Plan and facilitate recruitment by, among other things, arranging meetings, providing an escort, and alerting specific business owners, bankers, and City representatives of their visits so that they may assist. Existing businesses should be offered the opportunity to expand prior to recruiting from outside the B.I.D.
6. Report to the City on an annual basis regarding Association business and to communicate regularly with B.I.D members through newsletters, and other means in order to educate property owners in the BID regarding their responsibilities and the benefits of the Association.
7. Continue to market and enhance the B.I.D through partnerships with the City, the Chamber of Commerce, Jobs Plus, and the Lake City Development Corporation.
8. Annually maintain at least six (6) action committees.
9. Develop and implement a plan to promote a Clean and Safe downtown
10. Meet and greet all businesses within the BID and explain the Association's function and responsibilities and educate them regarding their responsibilities and the benefits of the Association.
11. Market and promote or support the marketing and promotion of events pertaining to downtown.
12. Develop and implement a successful marketing plan annually to be delivered to the City by June 30th annually.
13. Establish and maintain an account for the funds received for electricity. This account will be used to maintain and upgrade electrical systems within the B.I.D. The Association agrees to identify the deficiencies and prepare a plan within the first year of the contract to improve the deficiencies.

E. Participation on Parking Commission. The Association will participate on the Parking Commission.

F. Participation in Negotiations Involving Parking Lot and On-Street Parking Agreements. The Association also agrees to participate with the City in future negotiations of public parking lot and on-street parking agreements that occur during the term of this agreement.

SECTION 4. CITY OF COEUR D'ALENE RESPONSIBILITY.

For the duration of this Agreement the City agrees to provide the following services to the Coeur d'Alene Downtown Association:

1. Monthly billings and an accounting of receipts and funds held for the Business Improvement District and provide the Association with the ability to make periodic updates to the system.
2. Maintain the Parking Commission to help regulate and facilitate parking needs.
3. Provide continued assistance from City staff to the Association as appropriate.

SECTION 5. LIABILITY INSURANCE.

The Association agrees to, at its own expense, maintain liability insurance naming the City as an additional insured in the amount of One Million and no/100 Dollars (\$1,000,000.00) 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 from whatever cause. The Association also agrees to maintain Workman's Compensation coverage on all employees. The Association agrees to provide certificates of insurance to the Municipal Services Director providing proof of required insurance coverage. All certificates of insurance shall provide at least 30 days notice to the City before cancellation and be in a form acceptable to the City Attorney.

SECTION 6. DEFEND, INDEMNIFY AND HOLD HARMLESS.

The Association agrees to defend, indemnify and hold the City harmless from any loss, claim, or action to which it may be put by reason of any act or omission of the Association or its employees arising in the performance of this Agreement except for damages caused by or resulting from the sole negligence of the City, its agents or employees. The parties agree that the policy of liability insurance set forth in Section 5 above entitled "Liability Insurance" shall include the provision referred to in this Section 6.

SECTION 7. INDEPENDENT CONTRACTOR.

The parties further agree that the Association is an independent contractor and not an employee of the City.

SECTION 8. CONSIDERATION.

In consideration for the services and performance herein by the Association, starting in year two (2) of the contract, the City shall pay to the Association the sum of Forty-Two Thousand Dollars (\$42,000.00) each year payable as follows: The sum of Three Thousand Five Hundred Dollars (\$3,500.00) payable by the 25th day of each month for the term of this Agreement unless prior termination occurs pursuant to Section 17 or 18 of this Agreement. In the third year of this contract, consideration will be increased based upon the July Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period.

SECTION 9. FURTHER CONSIDERATION.

The parties agree that in exchange for the services and performance of the Association described above that the City will pay to the Association the additional sum of Two Thousand Five Hundred Dollars (\$2,500) quarterly upon the submission of a quarterly progress report to the City in the form attached as Exhibit "2".

SECTION 10. NOTICES.

Any notice under this Agreement shall be in writing and either personally served or sent by placing such written notice in the United States Mail, properly addressed to the Association or to the City at the addresses hereinafter stated, with proper postage affixed. Service of any notice may also be accomplished in any manner provided for the service of process under Idaho Rules of Civil Procedure, Rule 5(b).

Notices to the Association:

Coeur d'Alene Downtown Business Association, Inc.
105 N. 1st Street, Suite 100
Coeur d'Alene, Idaho 83814

Notices to the City:

Municipal Services Director and City Clerk
710 Mullan Avenue
Coeur d'Alene, ID 83814

SECTION 11. VENUE.

This Agreement shall be performed pursuant to the laws of the state of Idaho. Any litigation regarding this Agreement or any of the provisions contained herein shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and expenses as may be set by the court.

SECTION 12. CONFLICT OF INTEREST.

No officer or employee of the City having the power or the duty to perform any official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing or value from or to any person involved in this Agreement.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assigned by the Association without the prior written approval of the City.

SECTION 14. NO DISCRIMINATION.

In the performance of this Agreement, the parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, or age.

SECTION 15. SECTION HEADINGS.

The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

SECTION 16. ENTIRE AGREEMENT.

This Agreement with exhibits herein, constitutes the entire Agreement between the parties hereto and may not be modified except by an instrument in writing signed by both parties.

SECTION 17. TERMINATION FOR CAUSE.

In the event the Association fails, neglects, or refuses to perform any covenant or condition herein required, the City may terminate this Agreement, or the City may, at its option, require specific performance of the terms hereof or take such other recourse as may be open to it in law or in equity. Provided, however, that before declaring such default, the City shall notify the Association in writing of the particulars in which it deems the Association to be in default, and the Association shall have five (5) days from the time such written notice has been placed in the United States Mail addressed to the Association at the address hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b). In the event of personal service, the Association shall have four (4) days from the time of such service to remedy the default.

SECTION 18. TERMINATION FOR CONVENIENCE OF CITY.

This Agreement may be terminated by the City for its convenience by giving thirty (30) days written notice to terminate to the Association specifying the effective date of such termination. In

this event, the City shall have no further obligations under this Agreement including the monthly payments set forth in Section 8 and 9 entitled "Consideration" and "Further Consideration".

SECTION 19. SEVERABILITY.

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

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 Association has caused the same to be signed by their respective Presidents, the day and year first above written.

CITY OF COEUR D'ALENE,

COEUR D'ALENE DOWNTOWN
ASSOCIATION, INC. KOOTENAI COUNTY,
IDAHO

By: _____
Sandi Bloem, Mayor

By: _____
Its: President

ATTEST:

Susan K. Weathers, City Clerk

Its: Secretary

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 6th day of December, 2011, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the 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 in _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2011, before me, a Notary Public, personally appeared _____, known to me to be the _____, of the **Coeur d' Alene Downtown Association, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing in _____
My Commission Expires: _____

MAINTENANCE RESPONSIBILITIES
FOR THE COEUR D'ALENE DOWNTOWN B.I.D.

“O” indicates duty to inspect and oversee

“M” indicates duty to maintain, repair, replace and/or pay cost

	Downtown	City of CDA
<u>Sidewalks & Pavers</u>		
Repair cracks, buckling, & other unsafe conditions	O	
Defacement (e.g. weeds, gum, graffiti)	O/M	
Daily cleaning and maintenance	O/M	
Weeds, gum, and graffiti abatement	O/M	
Repairs – work with adjacent property owners to ensure repairs are made	O	
<u>Trees and Grates*</u>		
Spraying for bugs	O/M	
Repair/Replace trees due to ie. disease, old age	O/M	
Wrapping/painting of scars	O/M	
Replace/Repair trees and grates (if damaged by property occupant/owners or B.I.D. operations)	O/M	
Prune and Maintenance	O/M	
Repair/Replace trees if damaged otherwise	O	M
Repair/Replace grates when tree outgrows opening	O/M	
*replacement trees shall be 1 ½ inch caliper		
<u>Trash Cans</u>		
Paint	O/M	
Repair & Replacement	O	M
Trash removal weekly	O/M	
Trash removal/special events	O/M	
<u>Street Benches*</u>		
Replacement, Repair and Installation	O	M
Paint and Varnish	O/M	
*replacement may include a maintenance free product as agreed by the parties		
<u>Flower Baskets/Decorations</u>		
Replacement	O/M	
Watering & weeding	O/M	
Installation	O/M	
Repair of banner arms and clamps	O/M	
Repainting banner poles	O/M	

<u>Water Fountains</u>		
Paint	O/M	
Exterior plumbing	O	
Repair	O	M
Replacement	O	M
Interior plumbing	O	
Visible plumbing to and including water line hookup	O	M
<u>Electrical</u>		
Tree electrical boxes	O	
Repair	O	M
Replacement	O	M
Main panel work (unless damage caused by damaged circuits or overloaded circuits)		O/M
<u>Street Lamps/Poles*</u>		
Paint	O/M	
Globe replacement	O	M
*DTA to report need to Kim Harrington 769-2227		
<u>Snow Removal</u>		
Sidewalks	O/M	
Streets		O/M
Curb berm	O/M	
Intersections		O/M
<u>Newspaper Stands</u>		
Paint	O	
Repair/replacement	O	
<u>Irrigation</u>		
Repairs	O	M
Seasonal opening/closing		O/M
Water consumption	O/M	

City of Coeur d'Alene / Coeur d'Alene Downtown Association
 QUARTERLY REPORT CARD
 July 1, 2011 -- Sept 30, 2011

Sec. 3	Contract Description	Committee(s) Responsible	Benchmark / Measure	Status
A-1	BID database maintenance	Staff	Maintain City's BID Database	Green
A-2	Downtown maintenance	Staff	Maintain the Downtown area (Exhibit 1)	Yellow
B	Monthly board meetings	Board of Directors	Meeting minutes attached	Green
B	Regular committee meetings	Staff / All	Meeting minutes available on request	Green
B	Membership meetings	Membership	Membership meeting held quarterly; increase participation from members	Yellow
B-1	Organize and expand flower basket program	Clean and Safe	Program maintained and expanded	Yellow
C-1	Coordinate input about proposed ordinances	Board of Directors	Issues monitored, positions prepared for board consideration	Red
C-2	Track openings and closings	EDC / Membership	Asset matrix developed from City database	Yellow
C-3	Work to maximize occupancy	EDC	Increase revenue paid by BID members	Yellow
C-4	Increase residential occupancy of BID	EDC	Work with LCDC to encourage residential developments	Yellow
C-5	Recruit businesses	EDC / Staff	Work with LCDC and Jobs Plus	Red
C-6	Monthly newsletter	Membership	Continue and improve "The Downtowner"	Green
C-6	Annual mailing to property owners re: responsibilities	Membership	Effective communication with property owners increased	Yellow
C-6	Regular email communications	Staff	Continue and improve email communication to members	Red
C-7	Coordination with LCDC, Jobs Plus, Chamber	EDC / Staff	Staff as Chamber employees; effective communication increased	Green
C-8	Maintain six action committees	Staff / All	Present meeting dates, chairperson info and minutes as requested	Green
C-9	Keep Downtown Clean and Safe	Clean and Safe	Maintain the Downtown area (Exhibit 1)	Yellow
C-10	Greeting all new businesses	Staff / All	Sample welcome packet available on request	Green
C-11	Events	Events	Increase participants and number of quality events Downtown	Yellow
C-12	Develop Marketing Plan	Marketing	Increase positive media and gross sales	Yellow
C-13	Create electricity fund	Events	Track special electrical use fees for events; create new account	Yellow
D	Work on parking validation program	Clean and Safe / Marketing	Initiation of new parking validation program	NA
D	Bring recommendations to parking commission	Clean and Safe/Staff	Input from Downtown businesses shared with commission	Green
E	Be involved with contract renegotiations with Diamond	Clean and Safe / Membership	Send liaison to parking contract renegotiations meetings	Yellow

KEY - Required action is being successfully accomplished Green
 Required action is in progress Yellow
 Required action has not yet been implemented Red

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

DATE: NOVEMBER 14, 2011

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: SUBRECIPIENT AGREEMENT WITH LAKE CITY SENIOR CENTER

DECISION POINT: To approve the Subrecipient Agreement with the Lake City Senior Center for use of Community Development Block Grant (CDBG) funds in the amount of \$4,558.40 toward the purchase of a replacement oven.

HISTORY: In March 2011, the City authorized an amendment to CDBG Plan Year 2010 that included a \$4,558.40 allocation to assist the Lake City Senior Center with the purchase of a commercial oven, to replace an existing oven that is not fully functioning. During the course of the past few months, the Center has had some staff turnover, including the recent hiring of a new chef. The Center felt it was important to include the new chef in the selection of the commercial unit. Recently, a determination was made regarding the oven and the desire to complete the grant process. The oven is used in the production of the Meals on Wheels program food. The Center serves approximately 1,000 meals to home bound seniors per month through the meals on wheels program (70% of the seniors served live within the city limits of Coeur d'Alene). The Meals on Wheels program is integral in providing homebound citizens with nutritious meals they would otherwise go without.

FINANCIAL ANALYSIS: The CDBG budget for plan year 2010 reflects the \$4,558.00 allocation; no additional funds will be utilized for this grant.

PERFORMANCE ANALYSIS: Approving this agreement will allow the Senior Center to move forward with the purchase of the commercial oven replacement and continue to provide nutritious meals to homebound citizens in Coeur d'Alene.

DECISION POINT/RECOMMENDATION: To approve the Subrecipient Agreement with the Lake City Senior Center for use of CDBG funds in the amount of \$4,558.40 toward the purchase of a replacement oven.

AGREEMENT FOR CDBG GRANT FUNDS FOR Lake City Senior Center

CDBG PROGRAM YEAR: 2010.

CFDA 14.218, Community Development Block Grants/Entitlement Grant

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and LAKE CITY SENIOR CENTER, an Idaho non-profit corporation, whose mailing address is: 1916 Lakewood Drive, Coeur d'Alene, ID 83814, hereinafter referred to as "Subrecipient."

The key contact for LAKE CITY SENIOR CENTER is Rick Curry, Director. The key contact for the CITY is Holly S. Holly, CDBG Grant Administrator, Panhandle Area Council (PAC).

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-10-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$4,558.40 [four thousand five hundred Fifty-eight dollars and forty cents] to LAKE CITY SENIOR CENTER to provide a commercial grade oven to prepare meals for the Meals on Wheels program. The project is more fully described in Attachment A "Scope of Work."

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit to low-moderate income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective to serve low-to-moderate income persons through distribution of nutritious meals to homebound seniors in Coeur d'Alene.

2. Effective Date and Time of Performance. This Agreement shall take effect on December 1, 2011 and shall end on December 31, 2011. The term of this agreement and the provisions herein shall be extended to cover any additional time period required to perform work for close out.

3. Grant Amount and Matching Obligations. It is expressly agreed and understood that the total amount to be paid by the CITY under this Grant Agreement shall not exceed \$4,558.40 [four thousand five hundred Fifty-eight dollars and forty cents], referred to herein as the "grant funds. In the event costs exceed these grant funds, the Subrecipient shall be responsible for any and all additional costs. The Subrecipient will provide the management resources, staff and office supplies needed for the project.

4. Budget. The Budget as set forth in Attachment B and attached hereto, shall be adhered to unless otherwise amended in writing by both the Subrecipient and the CITY. LAKE CITY SENIOR CENTER will immediately repay to the City any amount of the grant funds that the City determines has been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

5. Program Income. The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Program income is considered the same as grant funds and is thereby subject to this contract and all the federal regulations. The Subrecipient is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

6. Payments. The CITY will pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and in no case will it exceed actual cash requirements. Payments will be adjusted for any program income earned under this agreement.

The subrecipient shall submit monthly requests for reimbursement of actual eligible expenses, which shall be numbered and dated. The report shall at a minimum include the project name, subrecipient, and address to which payment is to be made, detailed itemized costs by budget category. All reporting shall be supported by appropriate documentation such as receipts, billings, invoices, timesheets or other similar documents. A Progress report must be submitted with the pay request.

The monthly requests should be submitted to the City's Grant Administrator at Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho 83835-9798.

7. Insurance. The Subrecipient warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand dollars (\$500,000).

8. Grant Program Requirements. This Agreement and the project is governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383 and the implementing regulations at 24 CFR Part 570. The Subrecipient shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. The Subrecipient shall comply with all state, local, and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

9. Environmental. The Subrecipient shall comply with the conditions of the Environmental Review performed for this project, which are: *No additional environmental requirements*.

10. Real Property Acquisition, Relocation, and Disposal. The Subrecipient agrees to comply with a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocations Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residence.

11. Procurement Standards and Methods. The Subrecipient shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services costing less than \$25,000 may use the informal Small Purchase process. Small Purchase process requires three written bids/quotes. Larger purchases should follow formal bidding processes including proper bonding and guarantees. Panhandle Area Council can provide technical assistance for procurement.

12. Termination of Grant Agreement. The CITY may at any time terminate this Agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this Agreement for cause, the CITY will not make any payments for work completed in violation of this Agreement. If for any reason the Grant Agreement is terminated, the Subrecipient agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to the Subrecipient for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. On a monthly basis, the Subrecipient shall submit financial reports that details costs incurred by line item as described in the project budget, Attachment B. The Subrecipient agrees to submit monthly performance reports in the form, content, and frequency as required by the CITY and to provide any and all information, including demographic data, which the CITY may need or request in preparing the CITY's interim performance reports to HUD. A detailed written final report with documentation of the activities carried out, expenditures and benefits generated shall be submitted to PAC at the conclusion of the project.

The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this agreement. The Subrecipient may use such income during the contract period for activities permitted under this agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand.

All required reports shall be submitted to the City's Grant Administrator at Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho 83835-9798.

14. Record Keeping. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred.

It shall keep records sufficient to document purchases that are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained. Other records required to document activities undertaken; demonstrating eligibility and a national objective has been met.

15. Client Data and Disclosure. The Subrecipient shall maintain client data demonstrating client eligibility for services, which shall include but not be limited to client name, address, income level or other basis for determining eligibility. This data will be submitted to the Grant Administrator using the provided demographic report form on a monthly basis as part of the progress report.

Client information collected under this Agreement is private and the use or disclosure of such information is prohibited when not directly related to the City's or Subrecipient's responsibilities with respect to services under this Agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. The Subrecipient understands and agrees that no change shall be made to the nature or purpose of the project and this Agreement and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A) or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend this Agreement to reflect changes in the program requirements, regulations or law.

17. Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the CITY prior to the execution of such agreement. These subcontracts shall contain all the requirements of this Agreement. In addition, prior to execution of any amendments to subcontracts, written consent by the CITY is required. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, to audit, examine, and make excerpts or transcripts of all relevant data.

The Subrecipient shall provide the CITY with an annual agency audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public

accountant during the regular annual audit cycle. The Subrecipient shall provide annual audits through the last fiscal year grant funds are expended.

19. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year retention period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

20. Recognition. The CITY and the Subrecipient agrees that appropriate information shall be given to recipients of the CDBG Entitlement Program that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. The Subrecipient will include a reference to the support provided herein in all publications made possible with CDBG funds under this Agreement.

21. Severability. The provisions of this Agreement are severable. In the event any provision shall be determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

22. Hold Harmless. The Subrecipient shall hold harmless, defend and indemnify the CITY and it's representatives from any and all claims, actions, suits, charges and judgments or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of the Subrecipient that may arise out of or which are in any way related to this Agreement.

23. Independent Contractor. The contracting parties warrant by their signature that no employer-employee relationship is established between the Subrecipient and the CITY by the terms of this Agreement. It is understood by the parties hereto that the Subrecipient is an independent contractor and shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees; insurance, workman's Comp, unemployment insurance, FICA and tax filings.

24. Closeout. The Subrecipient's obligation to the CITY shall not end until all closeout requirements are completed. Closeout activities shall include, but are not limited to: making final payments, disposing of program assets and determining the custodianship of records, required reporting completed, and the project National Objective met.

25. Labor Standards. The Subrecipient agrees to comply with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

26. Copyrights. If this Agreement results in any copyrightable materials or inventions, the CITY reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

27. Religious and Lobbying Activities. The Subrecipient certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency or Member of Congress in the connection with the awarding of any federal contract or agreement. If other funds have been or will be so used, the Subrecipient certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

The Subrecipient certifies that no funds provided by this Agreement shall be used for political activities, lobbying, political patronage, or nepotism.

The Subrecipient further agrees that funds provided under this Agreement will not be used for religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytizing.

28. Section 3. The Subrecipient shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended and strive to select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and that contracts for work in connection with this project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the area in which the project is located.

29. Anti-Discrimination. The Subrecipient shall not discriminate in the provision of its services, hiring practices or procurement on any of the following basis; Race, Color, National Origin, Family Status, Sex, Handicapping Condition, or Religion. The Subrecipient agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended. Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of said city, the City clerk has affixed the seal of said city hereto, and the Corporation has caused the same to be signed and its seal to be affixed hereto, and the undersigned

has caused this Agreement to be executed this 6th day of December, 2011.

CITY of Coeur d'Alene

Lake City Senior Center

Dated: _____

Dated: _____

By: _____

By: _____

Sandi Bloem, Mayor
City of Coeur d'Alene, Idaho

Rick Curry, Director
Lake City Senior Center

ATTEST:

By: _____

Susan K. Weathers
Its: City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On this _____ day of _____, 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 in and for the State of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

I CERTIFY that on _____, 2011 Rick Curry personally came before me and acknowledged under oath that he is the Director of Lake City Senior Center, Idaho non-profit corporation and was authorized to execute this instrument on behalf of the corporation and executed the instrument as the act of the corporation.

Notary Public in and for the State of Idaho
Residing at: _____
My Commission Expires: _____

Attachment A

Grant Agreement between CITY of Coeur d'Alene and Lake City Senior Center

Scope of Services

Under the 2010 Community Development Block Grant Lake City Senior Center will be providing a public service through distribution of meals through the Meals on Wheels Program. With this project, Lake City Senior Center will help local seniors receive nutritional meals.

Summary of the Project Activities

Meals through the Meals on Wheels programs are provided to homebound seniors in Coeur d'Alene through Lake City Senior Center. Seniors are qualified for the program through Area Agency on Aging. In order to qualify for this service, seniors need to be 60 years of age or older, be homebound and unable to travel to Lake City Senior Center for daily meals served at the site. Currently the oven being used is not operating correctly and needs to be replaced.

Benefits

The program will benefit approximately 65 individuals on a monthly basis; at least 51% are presumed to be low-to-moderate income. The National Objective for this project is benefit to low-to-moderate income persons.

Schedule

Upon execution of the Agreement between Lake City Senior Center and the City of Coeur d'Alene, the Project shall commence on December 6, 2011 and shall be complete by January 6, 2011. At the completion of the project, a final report is due on the number and age of beneficiaries served.

Attachment B
Project Budget
Grant Agreement between CITY of Coeur d'Alene and Lake City Senior Center

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Equipment			
Commercial Grade Oven	\$4,558.40	\$860.73	\$5,419.13
Total	\$4,558.40	\$860.73	\$5,419.13

Lake City Senior Center will submit a detailed, itemized invoice to PAC for review. The invoice shall be dated; it shall state the Project, name and address to which payment shall be made, the specifications of the oven purchased, date of purchase, and any additional information required by the grant-funding agency.

PAC will verify the information, process the request, and submit the invoice to the CITY for payment.

**It is anticipated the project costs will exceed these grant funds, Lake City Senior Center shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$4,558.40 (four thousand five hundred fifty-eight dollars and forty cents).

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 7 November 2011
FROM: Jim Markley, Water Superintendent
SUBJECT: Policy on repainting on-site fire hydrants.

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DECISION POINTS:

Should the City allow property owners to repaint public hydrants located on their property (as opposed to hydrants located within the street right of way)? What conditions should be included in permitting this?

HISTORY:

The Water Department has an unwritten policy of requiring all hydrants to be painted bright yellow. There are three reasons for this: 1) It makes them more visible. 2) It makes it easier to find them in an emergency. 3) It simplifies maintenance since we only need to stock one color for repainting.

One property owner has, for many years, repainted the yellow hydrants green around his property. He has been very aggressive about this and has refused to repaint them yellow. We have not actively pursued requiring them to be repainted yellow. Recently another property owner asked if he could re-paint the hydrants on and near his property. We said no, but he did it anyway. Incidentally, he did not do a good job. The resultant green paint did not completely cover the original yellow color.

We would like to have a formal written policy on this topic. We visited with the Fire Department and came up with some conditions we agreed would be appropriate to impose before allowing repainting of on-site hydrants. We are in agreement that hydrants adjacent to sidewalks and within the public right of way should all remain yellow. This will provide a consistent look for our streets and also make them more visible to motorists, pedestrians and others. Proposed conditions are attached to this staff report.

I have informally polled other water districts in the general area. Most have no formal policy and few have dealt with this issue. Typically, they defer to the appropriate fire department when confronted with a request to change the color on the hydrants. We have discussed this with our fire department and they are okay with the draft policy attached to this memorandum.

FINANCIAL ANALYSIS:

There is a small element of liability for on-site hydrants that are not painted bright colors but for the most part, the presence or absence of a policy has little financial impact. The policy exists to promote uniformity.

PERFORMANCE ANALYSIS:

Having a Council approved policy will give us the guidelines needed to say yes or no to requests to repaint fire hydrants in a clear, concise, and consistent way.

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the attached draft policy regarding the repainting of fire hydrants by property owners.



CITY OF COEUR D'ALENE

WATER DEPARTMENT

3820 RAMSEY ROAD
COEUR D'ALENE, IDAHO 83815
208/769-2210- FAX 208/769-2336

Policy #:	Title:	Effective Date:
	RE-PAINTING FIRE HYDRANTS NON-STANDARD COLORS BY PROPERTY OWNERS	11/15/11

PURPOSE

To allow property owners to repaint public hydrants located on their property colors other than the standard yellow color.

POLICY

RE-PAINTING OF FIRE HYDRANTS NON-STANDARD COLORS BY PROPERTY OWNERS

STATEMENT OF POLICY:

All hydrants adjoining streets will be painted the standard yellow color. Adjoining owners are prohibited from repainting hydrants different colors. The purpose of this is to retain uniformity and to provide visual notice of hydrant locations to pedestrians, bicyclists and vehicle operators.

Property owners who have public hydrants located on their property may repaint them colors other than yellow under the following conditions:

- This policy only applies to hydrants located outside of the right of way. These hydrants are normally located within an easement are are placed on-site to provide fire flow for the property owner.
- The owner must enter into an agreement acknowledging that hydrants painted "soft" colors are more difficult to see and holding the city harmless for damage caused by difficulty in locating the hydrants.
- The owner must acknowledge that when it is time to repaint the hydrants, the City will not repaint them colors other than the standard yellow. When hydrants in an area are being repainted, the city will notify the permittee and will allow them time to repaint the hydrants, if they fail to do so, the City will repaint them yellow.
- The owner will agree to keep the area within 4 feet of the hydrants clear of vegetation.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Water Department is the responsible department

DATE ISSUED/SUNSET DATE

Issue Date: November 15, 2011

Sunset Date: December 31,2020

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: November 16, 2011
FROM: James Remitz, Utility Project Manager
SUBJECT: 2012 Wastewater Collection System Master Plan Update
Professional Services Agreement

=====

DECISION POINT:

The Council may wish to authorize the Mayor to enter into a Professional Services Agreement with J-U-B Engineers, Inc. for the performance of the 2012 Wastewater Collection System Master Plan Update.

HISTORY:

The purpose of this project is to update the City of Coeur d'Alene's existing wastewater collection system master plan. The current plan was developed in 2001 with updates of the Northwest Quadrant in 2004 and 2009, and the Government Way corridor between Dalton Avenue and Prairie Avenue in 2010. This project will replace the existing system hydraulic model, incorporating these previous evaluations, revising the land use and assumptions used to generate flows. The updated master plan will also incorporate changes in areas where the existing system has been modified or expanded, where development has taken place, and will estimate growth patterns and projections for future wastewater flow. A five year Capital Improvement Plan will be developed to provide a prioritization for capital improvement projects based on the results of the existing system analysis, and the growth projections.

PERFORMANCE ANALYSIS:

Consultant proposals were solicited using an advertised Request For Proposals (RFP). J-U-B Engineers were the only respondent. J-U-B Engineers previously performed the 2004 and 2009 Northwest Quadrant master planning, has a long-standing record of designing City of Coeur D'Alene wastewater collection capital improvement projects and currently assists the wastewater department in maintaining the wastewater collection GIS system. Wastewater staff is confident in the ability of J-U-B Engineers to successfully perform this master plan update within the budget and proposed schedule.

FINANCIAL ANALYSIS:

Sufficient funding for this project is available and allocated in the current FY 2011-2012 Wastewater Department budget. (Acct # 031-022-4352-7902 – Sewer Planning)

RECOMMENDATION:

Wastewater staff recommends that the Public Works Committee approve the proposed Professional Services Agreement between the City of Coeur D'Alene and J-U-B Engineers, Inc. for the 2012 Wastewater Collection System Master Plan Update and pending legal review of the agreement, forward this approval to the Coeur D'Alene City Council.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC

for

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

THIS AGREEMENT, made and entered into this 6th day of December, 2011 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

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

- Development of an updated collection system master plan

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

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

Section 1. Definitions. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.

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

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

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

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

Section 4. Personnel.

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

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

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

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

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred Fifty Three Thousand Five Hundred Dollars and NO / 100 (\$253,500.00).

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

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

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

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

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

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

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

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to

become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

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

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

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

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the

validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

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

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

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

Section 23. City Held Harmless.

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

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

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

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

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property

damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

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

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

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

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Sandi Bloem, Mayor
ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name / Title

Attachment A

Scope of Services City of Coeur d'Alene Wastewater Utility 2012 Collection System Master Plan Project

SECTION 1 – PROJECT OVERVIEW

Objective

The purpose of this task is to update the City of Coeur d'Alene's existing sanitary sewer collection system master plan completed in 2002 with the following general components:

- Existing System Analysis to identify system deficiencies.
- Sanitary Sewer Master Plan to provide a plan to serve the projected system boundary.
- A Capital Improvement Plan for improvements needed in the next five years.
- A calibrated existing system hydraulic model with results reported to wastewater's GIS, allowing staff to answer internal and developer questions.
- Protocol for maintaining and utilizing the existing system model.
- Optional – Add a committed flow layer in the existing model to account for approved developments.
- Optional – model all pipes 8" and larger.

Summary

The current plan was developed in 2001 with updates of the Northwest Quadrant in 2004 and 2009, and the Government Way corridor between Dalton Avenue and Prairie Avenue in 2010. This project will replace the existing system model, incorporating these previous evaluations, revising the land use, and assumptions used to generate flows. The City's GIS system will play a vital role in updating the model and revising the flow generating portion of the model. The Existing System Model will be used to determine deficiencies in the existing system based on City-provided criteria.

Along with updating the Existing System Model, the Master Plan will be updated to incorporate the changes in the impact boundary and to modify the Master Plan in areas where the existing system has been modified and where development has taken place and the existing system has expanded. The updated Master Plan will provide the conceptual layout of the sewer trunk lines 10" and larger.

J-U-B will work with Wastewater staff to estimate growth patterns for the next five years, estimates of build-out densities, and estimate total build-out population. A Capital Improvement Plan will be developed to provide a prioritization for capital improvement projects based on the results of the existing system analysis, and the growth projections.

The project will be broken into two phases as generally described below:

Phase 1 – Initial Services

Data Investigation: The integrity and completeness of the available data will be investigated to determine if further data will be required. This is anticipated to include existing City GIS information, manhole elevation data, water meter usage records, record drawings, and flow monitoring information.

Existing System Development: J-U-B will develop the existing system network components, verify system topology using City provided DEM information, and populate attribute information. This work can be performed parallel to the other Phase 1 tasks.

Modeling Protocol: J-U-B will work closely with the Wastewater Department to develop existing, build-out, and master plan models. Various methodologies for adding flows, running the model, and updating the model will be developed and discussed with the Wastewater Department, with the goal to determine an effective and simple methodology for the city to utilize for future operation and maintenance of the model.

Phase 2 – Model Completion

Existing System: Based on the modeling protocol developed in Phase 1, develop the existing system model. Calibrate the model based on City's flow monitoring data. Supplement calibrated flows for existing system analysis.

Master Plan: Master plan to City's Area of Impact boundary. Add flexibility in the boundaries with Hayden and Post Falls to allow for boundary fluctuation. Consider redevelopment areas based on coordination with the Wastewater Department and Planning Department.

Capital Improvement Plan: Develop five-year improvement plan (pipes and pump stations). Model growth and incorporate system condition rating to determine and prioritize pending capital improvement projects.

SECTION 2 – ITEMS TO BE PROVIDED BY THE CITY TO J-U-B

- The most recent aerial mapping in digital format, compatible with ArcView including aerial mapping that encompasses the impact boundary.
- Monthly water meter data for last five years in electronic format.
- Electronic copies of GIS layers and geodatabases for use in developing the models, including the sewer layers, the parcel layers, and base map layers.
- Record Drawings for developments in the study area and sewer system improvements as needed to supplement existing GIS data.
- Development plans and preliminary plats for new (and proposed) developments in the study area.
- The Comprehensive Plan or land use to be used if other than the Comprehensive Plan.
- Criteria to be used to prioritize improvements identified in the Capital Improvement Plan.
- Staff availability.
- Timely review of submitted materials and collaboration on the planning and master planning process as may be required throughout the project.
- WWTP and lift station flow records for the past five years.
- Lift station pump curves and design information.
- Access to the sewer system, lift stations and wastewater treatment plant as needed to verify operation and model results.
- Sewer system maintenance records for system condition assessment.
- Sewer system CCTV records.

SECTION 3 – SERVICES TO BE PERFORMED BY J-U-B UNDER PHASE 1

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

3.1 PRELIMINARY WORK

Gather information required for use in the project. This task will include the following subtasks:

1. Meet with Wastewater staff to determine available information that will assist with model development including, but not limited to: GIS data, SCADA data, treatment plant and lift station flow data, water meter data, land use information, record information, and known trouble spots within the system. Meet with City's GIS staff to review existing information including geo-networked system information and to discuss and jointly determine acceptable methodologies for updating data and providing results.
2. Record Drawings – Review status of record drawings and GIS updates. Identify additional data needs as necessary for model development and calibration.
3. Land Use - Collect land use information such as the Comprehensive Plan and existing zoning maps.
4. GIS - Collect GIS data and GIS Coordination – Coordinate with the mapping staff to determine the format of existing data, format of model data, additional fields that may be required, and how to exchange data from the GIS master data and the model. GIS coordination shall be an ongoing task throughout the project.
5. Flow monitoring – five sites will be selected to conduct flow monitoring for a period of two weeks per site. Data collected will be used for model calibration purposes, refining dry weather diurnal patterns for specific land uses, and potentially supplementing inflow information depending on weather conditions. Flow monitoring is not intended to specifically identify inflow patterns. Additional flow monitoring sites are assumed to be an additional service.
6. Lift station SCADA data.
7. Other Data – Other data to be compiled and evaluated, if available:
 - Treatment plant flow data – Review daily treatment plant flow data (in electronic format) for the last five years to determine peak flow periods and to assist in calibrating the model. Compile seasonal high hourly WWTP flows (in electronic format) for at least four consecutive weeks in each of the last three years. Determine if more refined data can be acquired during flow monitoring to assist in calibration.
 - Industrial flow data – Review industrial flow data from pretreatment program.
 - Rainfall data – Use WWTP rainfall data and other sources in the city to relate rainfall data to inflow data at the treatment plant and at flow monitoring locations if a rainfall event occurred during flow monitoring.
 - Rock depth - Use available City-provided rock elevation information and IDWR drill logs to assist in decisions regarding deep trunk sewers versus lift stations as appropriate. (NE and SE areas of Coeur d'Alene)
 - Floodway/floodplain information – Compile FEMA data to determine floodway corridors and floodplain information for use in developing land use information and development limitations.
 - Sewer system maintenance records for system condition assessment.
 - Sewer system CCTV records.

3.2 EXISTING SYSTEM DEVELOPMENT

Update the existing system model to determine the existing conditions of the City's sewer system. The tasks involved to determine the existing conditions are as follows:

1. Update Existing System

The existing system layer will be generated from the City's GIS layer and from the previous model data and record drawings for trunk lines supplied by the City in Task 3.1. The City's GIS data shall be checked against the previous model existing system layer to locate discrepancies between the model and the GIS data. Discrepancies and adverse grades shall be reviewed with Wastewater staff, field-checked, and modified, if necessary. Modifications to the GIS data will be coordinated with City staff under separate contract.

The model shall use inverts from the City's GIS where available. The GIS inverts shall be supplemented with inverts from the previous sewer model. Any survey of missing inverts for trunk lines 10-inches and larger will be completed under separate contract.

Optional Task

Eight-inch lines shall be added to the model to facilitate flow routing from the flow generation layer. Record invert data shall only be used for the eight-inch lines if already available in GIS. Otherwise, the inverts shall be generated based on the City's manhole dip depths and existing contour topography. Generated inverts shall be clearly identified in the GIS data.

3.3 PHASE 1 Summary

Prepare a short summary of the assumptions and methodologies to use in Phase 2.

SECTION 4 – SERVICES TO BE PERFORMED BY J-U-B UNDER PHASE 2

Phase 2 tasks may vary depending on the outcome of Phase 1.

4.1 DEMOGRAPHICS ANALYSIS

J-U-B will work with City staff, including the Planning Department, to estimate growth patterns for the next five years, as well as an estimate of build-out densities and total build-out population.

- 4.1.1 City GIS data, building permit and sewer hook-up data will be used to check historic growth trends.
- 4.1.2 Evaluate water meter data versus Certificate of Occupancy records to estimate current vacancy rate for use in calibration.
- 4.1.3 The Consultant shall meet with City staff to review the forecast data and historic growth trends to determine if the forecast data requires general modifications or further analysis. If necessary, further analyses of the data shall be performed as an additional service as indicated in Section 5.
- 4.1.4 The assumptions used to develop the projected demographics and the results of the demographic analysis will be compiled in a letter to the Planning and Wastewater Departments for confirmation.

- 4.1.5 Review localized land use plans for City concurrence such as: 1) Downtown Master Plan, 2) Riverstone Development, and 3) Mill River Development.

4.2 EXISTING SYSTEM EVALUATION

Update the existing system model to determine the existing conditions of the City's sewer system. The tasks involved to determine the existing conditions are as follows:

4.2.1 Develop Flow Generation Layer

The flow generation layer shall be developed based on the methodology selected in Phase 1. Flow generation shall be based on parcel characteristics or specific water use data from meters. Specific GIS parcel data and/or water meter data shall be used to determine the type of land use for the parcel and whether the parcel is developed or vacant. Land use will be reviewed with Wastewater staff to determine areas indicated as developed, but not attached to City sewer.

Flow monitoring data, water use data, and historic modeling data will be used to generate flow characteristics to be used in the model. Specific flow data for industries will be utilized where available.

4.2.2 Inflow Analysis

- From the City's flow monitoring data, our additional flow monitoring data (if necessary), lift station SCADA and treatment plant data, delineate system characteristics and determine high and low inflow periods and general geographic areas.
- Review historical Inflow Studies. Inflow data will be added to the City's GIS system under separate contract.
- Review rainfall and available flow data (WWTP) to assess general inflow impacts.
- Determine return period for inflow analysis through discussions with Wastewater. Inflow return period will be based on historical plant flow data and may not represent rainfall return period.
- Apply inflow data to the model.
- Further analysis of inflow may be required for lines with capacity concerns. Additional infiltration and inflow analysis shall be performed as indicated in Section 5.

4.2.3 Calibrate Model

J-U-B shall calibrate the model based on the flow monitoring information. Calibration will include a full 24 hour diurnal hydrograph and recorded inflow events. The calibration process will consist of the following:

- Run model and correct major discrepancies in flow, if observed.
- Run model and modify flow parameters until satisfied model run represents flow monitoring data.

4.2.4 Analyze Existing System

J-U-B shall modify the calibrated model by adding inflow to the base flow. The modified model will represent the conditions of existing sanitary flow, inflow from a rainfall event, and wet industrial flows at their permitted amount. The amount of inflow will be based on the inflow analysis above.

The results from the existing model will be analyzed to determine excess capacity in the system and to identify areas with potential capacity issues.

Review existing City provided system condition information and incorporate into the existing system analysis.

Optional Task

Add additional system information to analysis such as lines with traditional odor and corrosion issues based on information provided by wastewater staff.

4.2.5 Analyze Committed Flows

J-U-B shall modify the existing model to account for approved developments and committed industrial/commercial flows including large hotels and work force housing. Flows will be added as point flows for each development and reduced by a general ratio to account for portions of the development contributing flow in the existing model.

4.3 2012 MASTER PLAN UPDATE

J-U-B shall develop the Master Plan based on the following:

- Modifications to the Master Plan boundary.
- Resultant changes downstream of the boundary changes.
- Changes within the Master Plan due to modifications to the existing system and recent development. The Master Plan will be updated and used as a tool to assist in establishing conceptual sewer alignments for major and minor trunks (10" and larger) throughout the new portions of the study area and make appropriate changes to the Master Plan's surrounding areas and downstream of the new areas.

The tasks required for update of the Master Plan shall include the following:

4.3.1 Develop Ultimate Land Use Flow Generation Layer

J-U-B shall develop the land uses for the Master Plan based on the City's Comprehensive Plan and based on the City's recommendations regarding land uses and density and approved localized land use studies. J-U-B shall check the densities of a representative sample of recent residential developments in the study area to determine if the current Master Plan land use designations are reasonable and will modify the current Master Plan land uses accordingly.

4.3.2 Develop Sewer Trunk Master Plan

J-U-B shall develop a sewer trunk Master Plan. The Master Plan shall conceptually lay out future trunk sewers 10" and larger required to serve the ultimate service area. The Master Plan shall be developed with a computer model as follows:

Ultimate Service Area Layer

The Master Plan service areas shall be developed based on existing topography and current political boundaries.

Ultimate Land Use Layer

The ultimate land use layer will be developed for land use areas in the study area. The land use designations will be based on the land use from Section 4.3.1.

Ultimate System Layer

Trunk lines will be generally routed along the drains and major roads based on existing topography as identified from City provided digital elevation models. Existing master plan routes will be examined for routing efficiencies and effective area serviceability. The model will be used to size the future trunk lines (10" and larger) and estimate the vertical alignment. Drain/creek crossings shall be field-checked if they are determined to potentially affect the vertical alignment. J-U-B shall use a vertical separation criterion of three (3) feet between the drains/creeks and the master-planned lines or identify on the Master Plan drawing if a depth of less than three (3) feet is expected. Minimum service area depth will be established through discussions with Wastewater.

4.3.3 Modify Master Plan for Developed Areas

J-U-B shall modify the Master Plan in the areas affected by recent development added to the existing system. Changes will include modifying the system layer to account for the new recently constructed trunk lines. The service areas will also be checked against the development plans.

4.3.4 Determine Routing Through Existing System

Determine routing through existing system and previously master-planned area. J-U-B shall modify the existing Master Plan to accept flows from the new areas. Line sizes shall be modified as needed and, if necessary, new lines shall be added and existing lines relieved with parallel lines.

4.3.5 Master Plan Analysis and Results

After the modifications listed above are made to the Master Plan, the sewer model will be run and modified, as necessary. The model results will be plotted and reviewed.

Master Plan results shall be reviewed with Wastewater staff as outlined below.

4.4 PHASING/CAPITAL IMPROVEMENT PLAN

A Capital Improvement Plan will be developed to provide a prioritization for capital improvement projects based on the results of the existing system analysis, condition assessment (pipe/lift station age, size, and condition) and the growth projections and utilizing the recommended line sizes from the Master Plan.

4.4.1 Meet with Wastewater staff to determine prioritization criteria based on capacity, condition and risk if the system component fails. Develop a prioritization routine that utilizes the criteria.

4.4.2 Analyze relief, rehab, and replacement improvements and implement an optimization analysis with agreed evaluation assumptions. Meet with Wastewater staff to rank alternatives and develop the preferred alternatives.

4.4.3 Utilize the prioritization routine to develop the Capital Improvement Plan for five years with updates as necessary for each subsequent 5 year interval.

4.5 PROGRESS MEETINGS, WORKSHOPS AND TRAINING

Training shall be performed with three general methods:

- 4.5.1 Regularly scheduled meetings – Wastewater staff will attend progress meetings at J-U-B bi-weekly or monthly, depending on work flow. Model progress and major steps will be reviewed.
- 4.5.2 In-House Training – After completion of the Plan, J-U-B shall train Wastewater staff how to use the master plan, and run through an example of master plan usage based on a typical scenario. J-U-B shall provide assistance as the City becomes familiar with the master plan and to answer questions as they arise.

In addition to the above tasks, the following progress meetings and workshops shall be included:

- 4.5.3 Presentation to City Council – J-U-B will assist City staff with presentation of the Sewer Master Plan to both the Public Works Committee and City Council. J-U-B will provide large format exhibits and assist Public Works staff with development of a PowerPoint presentation.

4.6 FINAL PRODUCT

J-U-B shall prepare a City of Coeur d'Alene 2012 Sewer Master Plan Report summarizing the work performed and the results. J-U-B shall submit a draft copy of the report for review and comments. Ten (10) copies of the final draft shall be provided as well as an electronic form of the document in pdf format for the report. Results of the models will be provided in GIS format and integrated into the existing GIS data.

Deliverables:

- 1) Tech Memo 1 – Phase 1 Tech Memo
- 2) Final Report
- 3) Model results in GIS format

SECTION 5 – ADDITIONAL SERVICES

At the request of the Client, the following tasks may be performed:

5.1 ADDITIONAL SURVEY

If necessary, additional manholes and drain crossings shall be field-checked.

5.2 ADDITIONAL EXISTING SYSTEM MODIFICATION

This task shall be used if there are significant discrepancies between the City's GIS data and the latest existing system data. Record drawings, field-checks, and field surveys shall be used to rectify discrepancies.

5.3 ADDITIONAL MONITORING AND INFLOW ANALYSIS

Additional inflow analyses may be performed for trunk lines with capacity concerns. This analysis may include flow monitoring for up to six weeks at up to two sites, review of historic lift station data, and development of inflow parameters for the trunk line(s) in question.

5.4 ADDITIONAL GIS SERVICES

Provide assistance to the GIS department for general GIS services and support for integration with the Wastewater’s infrastructure management software.

5.5 MISCELLANEOUS SERVICES

- 5.4.1 Odor generation - Identify potential locations of odor generation due to system hydraulics. Conduct interview and field visit with operational staff to qualitatively evaluate odor generation status. Evaluate existing diversions on relief sewer lines to estimate actual field operating conditions and, if necessary, develop recommendations for increasing operational and flow efficiency.
- 5.4.2 Energy Efficiency - Conduct lift station monitoring and review pump records to determine where pumps are operating at the original design point on their pump curve and evaluate if potential exists to increase pump efficiencies. Review temporary lift station locations and determine steps for replacement of lift station with gravity sewer service.

SECTION 6– PROJECT SCHEDULE

The project schedule will be dependent on flow monitoring for the existing system analysis. The flows will need to be monitored during the peak inflow season. The peak inflow season will be determined from treatment plant records during Task 3.1, Preliminary Work. The rest of the schedule will be dependent on the flow monitoring schedule as indicated below (from Notice to Proceed):

Task	Days
Phase 1	
3.1– Preliminary Work	60
3.2 – Existing System Development (following completion of Task 3.1)	45
Phase 2 – Master Plan Development (following completion of Phase 1)	120

SECTION 7– COMPENSATION

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

- Phase I and Phase II: On a lump sum basis of \$231,500.
- Additional Services: On a time and materials basis, using J-U-B’s standard billing rates, estimated at \$22,500.

ATTACHMENT B - LABOR ESTIMATE (HOURS)
CITY OF COEUR D'ALENE 2012 WASTEWATER SEWER MASTER PLAN UPDATE

TASK AND DESCRIPTION	Project Manager	QC Manager	Lead Engineer	EIT	GIS	Planner/Surveyor	Engineering Tech	Drafter/GIS Tech	Clerical	Survey Crew	GPS Equip	Task Subtotal
Section 1 - Project Overview (No Fee)												
Section 2 - Information to be provided by the City (No Fee)												
Section 3 - Services to be Performed by J-U-B - Phase 1												
3.1 Preliminary Work												
3.1.1 Kick-Off Meeting, Preparation	4	2	8	16								
3.1.2 Collect/Review Record Data	2			24								
3.1.3 Collect Land Use Information			4	16								
3.1.4 Collect/Review GIS Data/GIS Coordination	2		4	24	16							
3.1.5 Flow Monitoring Investigation	2		8	40			40					
3.1.6 Lift Station Scada			2	4								
3.1.7 Review GIS data for existing system condition data			2	4								
3.1 Subtotal	10	2	28	128	16		40					\$29,400
3.2 Existing System Development												
3.2.1 Modify GIS for use in model, Set up sync/fields	2	2	4	32	16							
3.2.2 Supplement inverts w/ previous model	2		4	16	16							
3.2.3 Determine missing inverts/coord invert collection/Add inverts			4	32								
3.2.4 Add 8" lines to model - supplement invert information			8	32	16							
3.2.5 Add system components associated w/ 8" lines			4	16	8							
3.2.6 Add LS/diversions to model			8	24								
3.2.7 System Testing/QC	4	4	4	16								
3.2 Subtotal	8	6	36	168	56							\$32,700
3.3 Phase 1 Summary												
Draft Phase 1 Summary	2	2	8	16					8			
3.3 Subtotal	2	2	8	16					8			\$4,300
Phase 1 Total	20	10	72	312	72		40		8			\$66,400

Section 4 - Services to be Performed by J-U-B - Phase 2

4.1 Demographics Analysis												
4.1.1 Growth Investigation	4		4	12		4						
4.1.2 Occupancy Information		2		8		2						
4.1.3 Develop/Review growth analysis w/ City	4	2		2	6							
4.1.4 Demographics Letter		2		8		4			4			
4.1.5 Localized land use analysis	2		4	16		8						
4.1 Subtotal	10	6	8	46		24			4			\$12,200
4.2 Existing System Evaluation												
4.2.1 Develop Flow Generation Layer												
Determine Criteria to Characterize Parcels	2	4	4	8	2							
Modify GIS Database to Utilize Criteria			2	8	8							
Process Parcel/Meter Data to Generate Flow Fields			8	32	8							
Add Specific Flow Data for Industries where Available		2		4								
Review Flow Data and Land Use Data w/ City	2	2	2	4								
4.2.2 Infiltration and Inflow Analysis												
Delineate System Inflow from Flow Data	2		8	24								
Update Inflow Analysis	2		8	16								
Determine Return Period for Inflow			2	4								
Determine General Inflow Rates for System			4	16								
Apply Inflow to the Model	4		4	16								
4.2.3 Calibrate Model												
Run Model and Check/Fix Major Discrepancies	2		8	8								
Modify Flow Parameters			8	24								
4.2.4 Analyze Existing System												
Add Inflow	2		2	4								
Add Industrial Permitted Flows				4								
Run and Analyze Results	2		4	8								
4.2.5 Analyze Committed Flows												
Add approved developments flows	2	8	8	24	2							
Run and Analyze Results	4	2	2	4								
4.2.6 Limited Condition Assessment												
Review Available Condition Information	2	8	16	32	8							
Incorporate Condition Information into Analysis	2		8	16								
4.2 Subtotal	28	26	98	256	28							\$56,400

ATTACHMENT B - LABOR ESTIMATE (HOURS)
CITY OF COEUR D'ALENE 2012 WASTEWATER SEWER MASTER PLAN UPDATE

TASK AND DESCRIPTION	Project Manager	QC Manager	Lead Engineer	EIT	GIS	Planner/Surveyor	Engineering Tech	Drafter/GIS Tech	Clerical	Survey Crew	GPS Equip	Task Subtotal
4.3 2012 Master Plan Update												
4.3.1 Develop Ultimate Land Use	4	4	8	32	4							
4.3.2 Develop/Modify Sewer Trunk Master Plan												
Develop Base Mapping	2		4	8	8			12				
Ultimate Service Area Layer	2		4	8								
Ultimate Land Use Layer			2	16								
Ultimate System Layer	2		8	32								
4.3.3 Modify Master Plan for Developed Areas												
Add Existing System Lines to Ultimate System Layer	2		4	24								
Modify Ultimate System Layer to Tie Developed Trunk Lines			2	8								
Check Service Areas for Significant Variations & Modify			2	8								
4.3.4 Determine Routing Through Existing Master Plan												
Develop Alternative Routes through Existing System	4	4	8	24								
Modify Master Plan to Accept Additional Flows			4	8								
4.3.5 Master Plan Analysis and Results												
Run & Revise	2		4	16								
Add Relief Lines Where Needed	2	2	4	32								
4.3 Subtotal	20	10	54	216	12			12				\$39,900
4.4 Phasing/Capital Improvement Plan												
4.4.1 Determine Prioritization Criteria w/ City Staff	4	4	4	8								
4.4.2 Analyze Relief and optimize/Meet w/ City	2	4	32	80								
4.4.3 Develop CIP/Costs	8	8	16	40								
4.4 Subtotal	14	16	52	128								\$27,600
4.5 Progress Meetings, Workshops and Training												
4.5.1 Progress Meetings	16	4	16	24								
4.5.2 In-House Training			4	8								
4.5.3 PWC and City Council Presentation	8		8	16					8			
4.5 Subtotal	24	4	28	48					8			\$15,800
4.6 Final Product												
4.6.1 Prepare Report and Exhibits	8	4	4	24	4	4		16	16			
4.6.2 Incorporate Comments and Final Publish	8	2	2	8					8			
4.6 Subtotal	16	6	6	32	4	4		16	24			\$12,700
Phase 2 Total	112	68	246	726	44	28		28	36			\$164,600

Section 5 - Additional Services

5.1 Modeling 8" trunk												<i>Budget Estimate</i>	\$7,500
5.2 H ₂ S Generation Potential												<i>Budget Estimate</i>	\$10,000
5.3 Additional flow monitoring												<i>Budget Estimate</i>	\$5,000
Additional Services Total													\$22,500
												<i>Subtotal Phase I</i>	\$66,400
												<i>Subtotal Phase II</i>	\$164,600
												<i>Subtotal Additional Services</i>	\$22,500
												TOTAL	\$253,500



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2225 – FAX 208/769-2284

Finance Department Staff Report

Date: December 6, 2011

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2011.

HISTORY:

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31st of December for the preceding fiscal budget year for cities, counties, and highway districts.

FINANCIAL ANALYSIS:

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2010-11 was \$1,461,339.

PERFORMANCE ANALYSIS:

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2011.

Annual Road and Street Financial Report

Reporting Entity Name - Enter below by entity type		Please return, not later than December 31 , to: DONNA M. JONES IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720
City or City of Coeur d'Alene	County of City Kootenai County	
County or		
Highway District	County of Hwy. District	

This certified report of dedicated funds is hereby submitted to the State Auditor as required by 40-708, *Idaho code*.

Dated this _____ day of _____, _____.	
ATTEST:	
_____, City Clerk/Treasurer	_____, Mayor

City Clerk/County Clerk/District Secretary **(type or print name & sign)** Commissioners or Mayor **(type or print name & sign)**

Contact Phone Number: Vonnie Jensen (208) 769-2225
--

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2011 _____

Line 1 BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	(9,776,255.00)
---	-----------------------

RECEIPTS

LOCAL FUNDING SOURCES		
Line 2	Property tax levy (for roads, streets and bridges)	
Line 3	Sale of assets	
Line 4	Interest income	3,217
Line 5	Fund transfers from non-highway accounts.	466,376
Line 6	Proceeds from sale of bonds (include LIDs)	
Line 7	Proceeds from issue of notes (include loans)	
Line 8	Local impact fees	204,265
Line 9	Local option registration fee	
Line 10	All other LOCAL receipts or transfers in.	3,814,637
Line 11	Total Local Funding (sum lines 2 through 10).	4,488,495
STATE FUNDING SOURCES		
Line 12	Highway user revenue	1,461,339
Line 13	Sales tax/Inventory replacement tax	
Line 14	Sales tax/Revenue sharing	
Line 15	Other State funds (specify)	
Line 16	All other STATE receipts or transfers.	
Line 17	Total State Funding (sum lines 12 through 16).	1,461,339
FEDERAL FUNDING SOURCES		
Line 18	National Forest Reserve Apportionment	
Line 19	Critical bridge	
Line 20	STP Rural	
Line 21	STP Urban.	1,226,304
Line 22	All other FEDERAL receipts or transfers	
Line 23	Total Federal Funding (sum lines 18 through 22)	1,226,304

Line 24

TOTAL RECEIPTS (sum lines 11, 17, 23)

7,176,138

DISBURSEMENTS

NEW CONSTRUCTION		
Line 25	Roads	254714
Line 26	Bridges, culverts and storm drainage	
Line 27	RR Crossing	
Line 28	Other (specify - including salaries and benefits). . Bike Paths.	7,500
Line 29	Total New Construction (sum lines 25 through 28).	262,214
RECONSTRUCTION/REPLACEMENT/REHABILITATION		
Line 30	Roads (rebuilt, realign, or 2" overlay upgrade).	1,167,160
Line 31	Bridges, culverts and storm drainage	1,052,843
Line 32	RR Crossing.	
Line 33	Other (specify - including salaries and benefits). .ADA.	147,222
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	2,367,225
ROUTINE MAINTENANCE		
Line 35	Chip sealing or seal coating.	
Line 36	Patching	324,084
Line 37	Snow removal	321,566
Line 38	Grading/blading	193,944
Line 39	RR Crossing.	
Line 40	Other (specify - including salaries and benefits).Traffic Control, Training.	470,263
Line 41	Total Routine Maintenance (sum lines 35 through 40)	1,309,857
EQUIPMENT		
Line 42	New equipment purchase - automotive, heavy, other.	284,349
Line 43	Equipment lease - Equipment purchase	
Line 44	Equipment maintenance.	348,696
Line 45	Other (specify).	
Line 46	Total Equipment (sum lines 42 through 45)	633,045
ADMINISTRATION		
Line 47	Administrative salaries and expenses.	540,502
OTHER		
Line 48	Right-of-way and property purchases	1,279,715
Line 49	Property leases	
Line 50	Street lighting	573,101
Line 51	Professional services - audit, clerical, and legal.	1,554
Line 52	Professional services - engineering.	145,502
Line 53	Interest - bond (include LIDs).	26,299
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	345,800
Line 56	Redemption - notes (include loans)	
Line 57	Payments TO other local government.	
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	
Line 60	Total Other (sum lines 48 through 59)	2,371,971
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	7,484,814
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	(308,676)
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	

Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	(10,084,931)
Line 65	Funds on Line 64 obligated for specific future projects.	
Line 66	Funds on Line 64 retained for general funds and operations.	
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	(10,084,931)

ANNOUNCEMENTS

Memo to Council

DATE: November 29, 2011

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the December 6th Council Meeting:

RYAN JOHNSON

ARTS COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Arts Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

November 21, 2011
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Terry Cooper, Downtown Association

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Renata McLeod, Project Coordinator
Troy Tymesen, Finance Director
Warren Wilson, Deputy City Attorney
Juanita Knight, Senior Legal Assistant

Item 1. Lease Renewal / 11th Street Marina Lease.

THIS ITEM WAS REMOVED FROM THE AGENDA

**Item 2. Contract Renewal / Coeur d'Alene Downtown Association (DTA).
(Consent Resolution No. 11-039)**

Troy Tymesen is requesting approval to renew the DTA contract for an additional three-year term. Mr. Tymesen explained that the DTA came into existence when the City of Coeur d'Alene, in conjunction with the business owners, did a local improvement district for improvements to downtown. At that time they chose to enter into a business improvement district which is basically a way they impose a fee or tax upon themselves from which to use the funds to improve their business area. This partnership has existed since 1990. The proposed contract has a few modifications not seen in prior contracts. Mr. Tymesen said the second full year contract cost is anticipated to be \$52,000.00. The funding for this does come from the Parking Fund, not the General Fund.

Councilman Kennedy asked how the discussions are going in regard to the night life in downtown. Mr. Cooper said that they are still discussing plans to implement this next summer. The DTA may be doing some things that they've not been asked to do before. They are very supportive of what they can do to ensure the citizens enjoy a safe downtown.

Councilman Edinger asked who pays for the flower baskets displayed on the street lights. Mr. Cooper said the program costs approximately \$13,000. Roughly \$9,000 is donated by the local business' and private donations. The remainder comes from the DTA general fund. Mr. Cooper also noted that in 2006 the DTA purchased an ATV that is used to water the baskets and used during special events. Three years ago they put a blade on the ATV and started plowing snow from the sidewalks as well as using deicer.

MOTION: by Councilman Edinger seconded by Councilman Bruning, that Council adopt Resolution No. 11-039 approving the renewal of the contract with the Down Town Association for an additional three-year term.

**Item 3. CDBG Funds Agreement / Lake City Senior Center.
(Consent Resolution No. 11-039)**

Renata McLeod is requesting approval of the Sub-recipient Agreement with the Lake city Senior Center for use of Community Development Block Grant (CDBG) funds in the amount of \$4,558.40 toward the purchase of a replacement oven. Ms. McLeod reported that in March 2011, the City authorized an amendment to CDBG Plan

Year 2010 that included a \$4,558.40 allocation to assist the Lake City Center with the purchase of a commercial oven to replace an existing oven that is not fully functioning. The oven is used in the production of the Meals on Wheels program food. The Center serves approximately 1,000 meals to home bound seniors per month through the program with 70% of those seniors living within the city limits of Coeur d'Alene.

Councilman Edinger asked if the City will continue this year assisting the Center with snow removal. Jon Ingalls indicated that the City would continue as it did last year.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 11-039 approving the Sub-recipient Agreement with the Lake City Senior Center for use of CDBG funds in the amount of \$4,558.40 toward the purchase of a replacement oven.

Item 4. Monthly Parking Pass / Volume Discount.
(Agenda Item)

Troy Tymesen is requesting Council approve a new lower monthly parking pass fee for customers, business, Downtown Association, or government entity. To receive the discount, the passes must be pre-paid and they are only available in quantities of 15 passes or more monthly. Mr. Tymesen explained that the fee for a monthly parking pass customer is \$20.00 per month which entitles the pass holder to 5 days of parking per week. There is also a \$35.00 per month pass which entitles the pass holder to 7 days of parking per week. The new proposal is to offer current and potential customers the opportunity to acquire 15 or more passes per month, paid in advance, for the 5 days of parking option at \$15.00 per pass. The goal is to increase revenue by creating an option for employers to coordinate employees' parking in a public parking lot. The new proposed rate may create a benefit for an employer to coordinate current monthly parking pass holders paying \$20.00 per month and thus lower the revenue to the parking fund. The new bulk purchase option will lower the administrative cost of managing the monthly parking passes and to motivate businesses to use parking lots rather than on street parking spaces.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council approve the new lower monthly parking pass fee that must be prepaid in quantities of 15 or more passes monthly.

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**Finance Department
Staff Report**

Date: November 21, 2011

From: Troy Tymesen, Finance Director

To: General Services after a recommendation from the Parking Committee

Subject: A new monthly, discounted parking fee, for bulk purchases of monthly 5 day parking passes.

Decision Point: To provide a new lower monthly parking pass fee for a customer, business, Downtown Association, or government entity. In order to receive the discount the passes must be pre-paid and they are only available in quantities of 15 passes or more monthly.

History: The fee for a monthly parking pass customer is \$20.00 per month which entitles the pass holder to 5 days of parking per week and there is a \$35.00 per month pass which entitles the pass holder to 7 days of parking per week. The new proposal is to offer current and potential customers the opportunity to acquire 15 or more passes per month, paid in advance, for the 5 days of parking option at \$15.00 per pass.

Financial Analysis: The goal is to increase revenue by creating an option for employers to coordinate employees' parking in a public parking lot. The new proposed rate may create a benefit for an employer to coordinate current monthly parking pass holders paying \$20.00 per month and thus lower the revenue to the parking fund.

Performance Analysis: The new bulk purchase option will lower the administrative cost of managing the monthly parking passes and to incentivize businesses to use parking lots rather than on street parking spaces.

Decision Point: To provide a new lower monthly parking pass fee for a customer, business, Downtown Association, or government entity. In order to receive the discount the passes must be pre-paid and they are only available in quantities of 15 passes or more monthly.

RESOLUTION NO. 11-040

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

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

WHEREAS, the City Council has determined that a new discounted parking fee for bulk prepaid purchases of monthly 5-day parking passes at the Third Street Lot is necessary; and

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

WHEREAS, after recommendation by the General Services Committee at their November 21st, 2011 meeting, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the discounted parking fee adjustments be adopted; NOW, THEREFORE,

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

Dept / Category	Description	Current Fee	Proposed Fee
Parking	Third Street Lot – Monthly Parking	\$20.00	\$20.00/5/Day Pass
	<u>Bulk – minimum 15 prepaid 5-day passes</u>	\$35.00	<u>\$15.00/5 Day Pass</u> \$35.00/7 Day Pass

DATED this 6th day of December, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

OTHER BUSINESS



Kootenai County Clerk Clifford T. Hayes

Auditor · Clerk of the District Court · County Assistance · Elections · Recorder

451 Government Way · P.O. Box 9000

Coeur d'Alene, ID 83816-9000

Phone (208) 446-1651 · Fax (208) 446-1662

<http://www.kcgov.us/departments/clerk> · Email chayes@kcgov.us

November 8, 2011 Election Canvass Actions & Outcomes

Machine Counts Verified

All optical scan counting machines were tested November 7, 2011, and again after all voted ballots were counted on November 8, 2011. (IC 34-2416) The reports for all machines showed 100% agreement with the test deck in both pre- and post-Election tests.

Audits Performed by Elections Staff 11/9/11 to 11/16/11

Ballot stubs received from precinct poll workers were tallied against voter signatures in each poll book. (IC 34-1202) There was 100% agreement.

Ballot stubs received from precinct poll workers were tallied against optical scan counting machine totals by precinct. (IC 34-1203) There was 100% agreement.

Ballots cast (the optical scan machine counts) were matched against the number of voter signatures in the poll books, and the ballot stubs received from precincts. There was 100% agreement. Ballots cast do not match vote totals because some voters do not make a selection for all races on their ballot.

Write-in ballots were a factor in the cities of Harrison and Rathdrum, and especially in Mica Kidd Island Fire district where only write-in options were on the ballot. Write-in ballots cast do not always match write-in votes tallied, for two reasons: the optical scan counting machines are programmed to stop on a declared write-in line when the oval is completely filled in, so first, some voters wrote in a name without filling in the oval, as specified on the ballot. (IC 34-911) Not filling in the oval next to the name voids the write-in vote. (Secretary of State's optical scan directive) Second, if the oval was filled in but the name written in was not a declared write-in candidate for that office, then that vote was invalid. (IC 34-702A) The abstract pages for Harrison, Rathdrum and Mica Kidd Island fire district have write-in validity details.

Voided absentee ballots were scrutinized in many ways, and the report attached details each voided ballot, its reasons and the actions taken, by city.

Absentee ballots tallied by vote-counting machines totaled 3,056; yet 3,057 absentee envelopes were received. A manual count of the absentee ballots received was undertaken, and 3,056 ballots were confirmed; this was 100% agreement with the optical scan counting machines. A manual search of the absentee envelopes received was undertaken, yet no additional ballots were discovered. The Elections staff has no further action to resolve this variance.

The Unofficial Election Results posted at midnight November 8, 2011 indicated two missing precincts. However, no ballots were received in two absentee precincts (Hauser & Huetter). Programming caused these two precincts to show up as not counted in the Unofficial Results posting, when in actuality there *was nothing to count*. Different programming to avoid this situation will be done before the next election cycle.



Kootenai County Clerk Clifford T. Hayes

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Errors

Due to poll worker errors in the following 4 precincts, 24 County residents erroneously cast ballots for a city (Coeur d'Alene, Hayden or Rathdrum) race:

Precinct	# Erroneous Ballots
9	1
17	3
50	1
60/61	19

Poll workers did not *call the Elections office* as they had been instructed to do in training if a voter who was not in the poll book wanted a ballot. Poll workers at Precinct 60/61 will be interviewed to gather more information about the problem, and additional poll worker training emphasis will be placed on preventing this error in the future.

Due to poll worker errors in the following 12 Precincts, 21 eligible voters *cast the correct ballot*, but in the wrong precinct. Details are:

Precinct	# Ballots	(Precinct Should Have Been)
18	1	(20)
18	2	(14)
19	1	(17)
23	2	(25)
38	1	(41)
39	1	(41)
41	3	(38)
41	1	(37)
51	1	(39)
52	1	(48)
56	2	(57)
56	1	(38)
58	1	(59)
59	2	(58)
60/61	1	(50)

Additional poll worker training emphasis will be placed on preventing this error in the future.



Kootenai County Elections

Clifford T. Hayes · Clerk

1808 N 3rd St · P.O. Box 9000 · Coeur d'Alene, ID 83816-9000

Phone (208)446-1030 · Fax (208)446-1039

<http://www.kcgov.us/elections> · Email kcelections@kcgov.us

Clerk: Phone (208)446-1651 · Email chayes@kcgov.us

STATE OF IDAHO

} ss.

COUNTY OF Kootenai

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the **City-Fire District Election** held on **November 8, 2011** for the **City of Coeur d'Alene** as shown by the records now on file in the County Clerk's office.

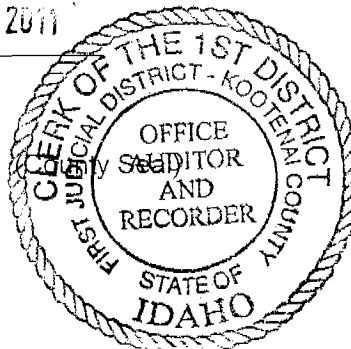
W. [Signature]

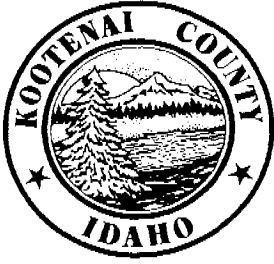
[Signature]

County Board of Canvassers

Attest: *Carrie Phillips*
County Clerk

Date: NOV 17 2011





Kootenai County Clerk Clifford T. Hayes

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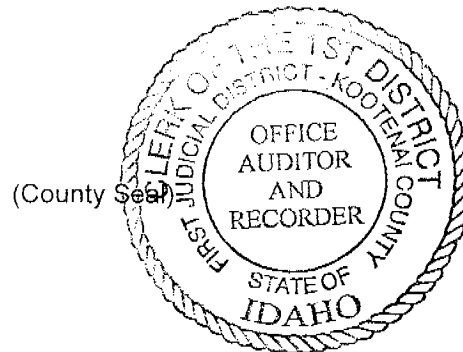
STATE OF IDAHO

} ss.

COUNTY OF Kootenai

I, Clifford T. Hayes, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates therein named and/or the questions as they appeared on the election ballot for the **City-Fire District Election** held on **November 8, 2011** for the **City of Coeur d'Alene** as shown by the record of the Board of Canvassers filed in my office this **17th** day of **November, 2011**.

County Clerk



Kootenai County
November 8, 2011
City/Fire District Election

Coeur d'Alene City

Precinct	City Council Seat #1		City Council Seat #3					City Council Seat #5		
	Adam Graves	Loren "Ron" Edinger	Derec Aujay	Dan Gookin	Patrick "Mitch" Mitchell	George C. Saylor	Annastasia Somontes	John W. Bruning	Amber Copeland	Steve Adams
22	6	12	0	13	0	5	0	6	0	12
28	3	14	0	10	0	5	0	4	4	9
35	13	13	0	8	3	12	2	13	4	8
37	38	129	0	101	8	55	2	50	19	96
38	129	271	7	209	9	174	9	145	40	221
39	72	182	2	147	13	86	8	79	21	151
41	53	187	0	142	9	89	5	82	24	137
42	26	85	2	59	11	34	6	24	19	68
43	31	135	2	101	3	61	3	60	12	95
44	31	107	1	92	8	37	4	24	23	93
45	62	219	4	152	13	109	5	81	34	167
46	76	241	0	207	13	101	7	92	17	215
47	14	99	1	72	4	33	6	35	18	62
48	47	122	2	99	8	58	1	45	13	107
49	33	130	0	93	8	60	5	48	17	101
50	45	101	0	90	4	52	1	57	7	80
51	18	81	0	58	3	38	1	35	7	57
52	36	148	2	109	7	65	6	53	19	115
53	39	119	0	87	6	60	6	46	22	91
54	76	117	1	79	3	104	9	100	14	78
55	57	95	4	75	1	68	4	72	18	60
56	60	111	2	71	12	78	6	66	21	73
57	27	122	0	87	4	55	6	50	16	85
58	81	170	1	103	9	131	5	111	32	106
59	41	130	1	73	10	78	7	65	21	81
60&61	41	109	0	86	1	62	2	44	17	84
ABS 72	584	1210	14	986	69	725	54	583	199	1038
Co. Total	1739	4459	46	3409	239	2435	170	2070	658	3490

Kootenai County
November 8, 2011
City/Fire District Election

Coeur d'Alene City

Absentee Voting Totals

Voided	Mail-out	Walk-in	Home-bound
45	1422	488	1

PUBLIC HEARINGS

URBAN FORESTRY STAFF REPORT

DATE: December 6, 2011
FROM: Karen Haskew, Urban Forester
SUBJECT: Appeal of Denial of Tree Removal Permit – 312 N. 19th Street

DECISION POINT:

Should the City Council uphold or overturn the denial of a tree removal permit for two ponderosa pine trees within the right-of-way at 312 N. 19th Street?

HISTORY:

The Urban Forestry Ordinance requires that the Urban Forestry Committee (UFC) members inspect tree removal permits and make recommendations regarding removal according to specific criteria. The criteria set forth in the ordinance to be considered are:

- the size or species of the tree is appropriate for the location
- the condition of the tree creates a public hazard
- the tree creates a sight obstruction (as defined in the ordinance)
- the condition of the street, curb, or sidewalk adjacent to the tree
- the tree interferes with utilities
- special circumstances as recommended by the Urban Forestry Committee

The inspection form developed by the UFC prompts inspectors to rate trees by giving negative values for concerns regarding health, condition, site, and nuisance factors. Ability to mitigate these concerns is considered in the values given. Trees can also be assigned positive points for providing assets such as environmental benefits, wildlife values and contributions to streetscape, neighborhood and the overall urban forest. An overall score of -40 is needed for allowing a removal.

Mr. Herin, owner of the property at 312 N. 19th Street requested removal of the abutting ponderosa pine trees in 2010 and again in 2011. Reasons cited were messiness, excessive shade, infrastructure damage and likelihood of future damage to the street and utilities.

The right-of-way extends 12 feet behind the curb at this location and there is no sidewalk. The tree trunks are 2.5 and 3 feet behind the curb. Both ponderosa pine trees (approximately 22” and 25” d.b.h.) are in good health and condition. There is some gall rust infection on branches, which is a minor defect typical of ponderosa pine in our area. There are also some dead branches that are the natural result of reduced sunlight to those branches because of shading from the trees themselves as well as other trees on the property. The dead branches should be pruned from the trees. Both trees are starting to cause a slight outward bow to the curb. A section of repaired curb by the northern-most tree is unattached to the underlying curb. Curb repair could be done without significant damage to the tree roots. The primary overhead power lines are across the street and the electric service line, telephone and cable lines to the duplexes on this property are on the south side of the southern tree. The tree branch ends are just beginning to reach the lines. Pruning the lower branches of the trees would assist in keeping the service line clear as well as providing additional sunlight to the ground underneath the trees. A water meter box is close to the base of the northern-most tree. The Water Department reviewed the location and said that the trees do not pose a problem for them.

The average score for both trees was +25, insufficient for a removal/replacement permit (an overall score of -40 is needed for removal). Committee inspection forms are attached.

FINANCIAL ANALYSIS:

Tree removal and the required planting of a replacement tree are the responsibility of the abutting property owner. Pruning is also the responsibility of the abutting property owner.

PERFORMANCE ANALYSIS:

The trees are healthy and are providing values to the street and neighborhood. The problems cited can be mitigated by pruning and curb repair. Native species, such as ponderosa pine, are desirable because they are well-acclimated to the environment, require minimal water and maintenance to maintain health, and give a sense of place. Research shows that large trees provide significantly more community benefits (environmental, aesthetic, social) than small trees.

DECISION POINT/RECOMMENDATION:

Should the City Council uphold or overturn the denial of a tree removal permit for two ponderosa pine trees within the right-of-way at 312 N. 19th Street?

The City Council can uphold the denial of a removal permit or overturn the denial of a removal permit and allow removal of one or both trees with the understanding that required replacement tree(s) from the approved 'medium' or 'large' street tree list must be planted within the right-of-way.

To: Susan Weathers (City Clerk)

November 9, 2011

From: Ronald Herin (Property Owner)

Subject: Request for a hearing.

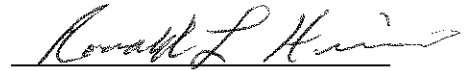
I received your certified letter on the 3rd of November; File #11-097 denying the removal of two pine trees located at 312, 19th Street. This was the second request in the last two years.

In accordance with your letter I am formally requesting a hearing before the City Council to appeal the denial of the permit. Please inform me of the Council hearing date. Also I would like a copy of all the reviews made at the 19th St. location in 2010 & 2011. I would need all this information a minimum of five days prior to the hearing date.

If you require any further information please contact me.

Thank you for your assistance in this matter.

Ronald Herin (Property owner)



Dated: 11/10/2011

1115 E. Lakeside Ave.

Coeur d Alene, ID. 83814

208-667-7657 Home/Fax

208-691-4695 Cell



CITY OF COEUR D'ALENE

PARKS DEPARTMENT

City Hall, 710 E. Mullan Avenue
Coeur d'Alene, Idaho 83816-3964
208-769-2266 – Fax 208-769-2383

November 1, 2011

Mr. Ron Herin
1115 E. Lakeside Avenue
Coeur d'Alene, ID 83814

Dear Mr. Herin:

I am writing in regard to your request to remove two pine trees from the right-of-way abutting your property at 312 – 318 N. 19th Street.

Members of the city's Urban Forestry Committee have inspected the trees and considered your request. They found the trees to be in good health and condition. They do have western gall rust, which has minimal effect on tree health. One of the trees is starting to cause the curb to move and the trees are competing with trees on your property and providing shade that affects turf growth.

The city's tree inspection form prompts inspectors to rate trees by giving negative values for concerns regarding health, condition, site and nuisance factors. Ability to mitigate these concerns is considered in the values given. Trees can also be assigned positive points for things such as environmental benefits, wildlife values, and contributions to the streetscape, neighborhood and overall urban forest. A score of -40 is needed for approval to remove/replace a street tree. These ponderosa pine trees earned an average score of +25.

Your request to remove the two pine trees has therefore been denied. You have the right to a hearing before City Council to appeal the denial of a removal permit. If you would like a hearing, please send a written request within ten days of receipt of this letter. The City Clerk will then put your appeal on the first available City Council hearing date. The appeals procedure is outlined in ordinance section 12.36.245B (enclosed). Denial of the permit now does not preclude re-applying again in the future.

The pine trees can and should be pruned to remove the dead limbs and stubs. Removing the lowest branches would allow more sunlight underneath the tree crowns. Just be sure to leave 2/3 of the tree height in crown. You can do the pruning yourself after first signing a hold harmless agreement and obtaining a pruning permit. The permit is free and will come with information regarding pruning. Because of the size of the trees, you may prefer to hire a city-licensed tree service to do the pruning. A list of city-licensed tree services is enclosed.

If you wish to prevent further curb damage, the root that is causing the problem could be shaved back.

If you have any additional questions regarding the inspection findings, pruning, or the appeal procedure, please feel free to contact me at 769-2266.

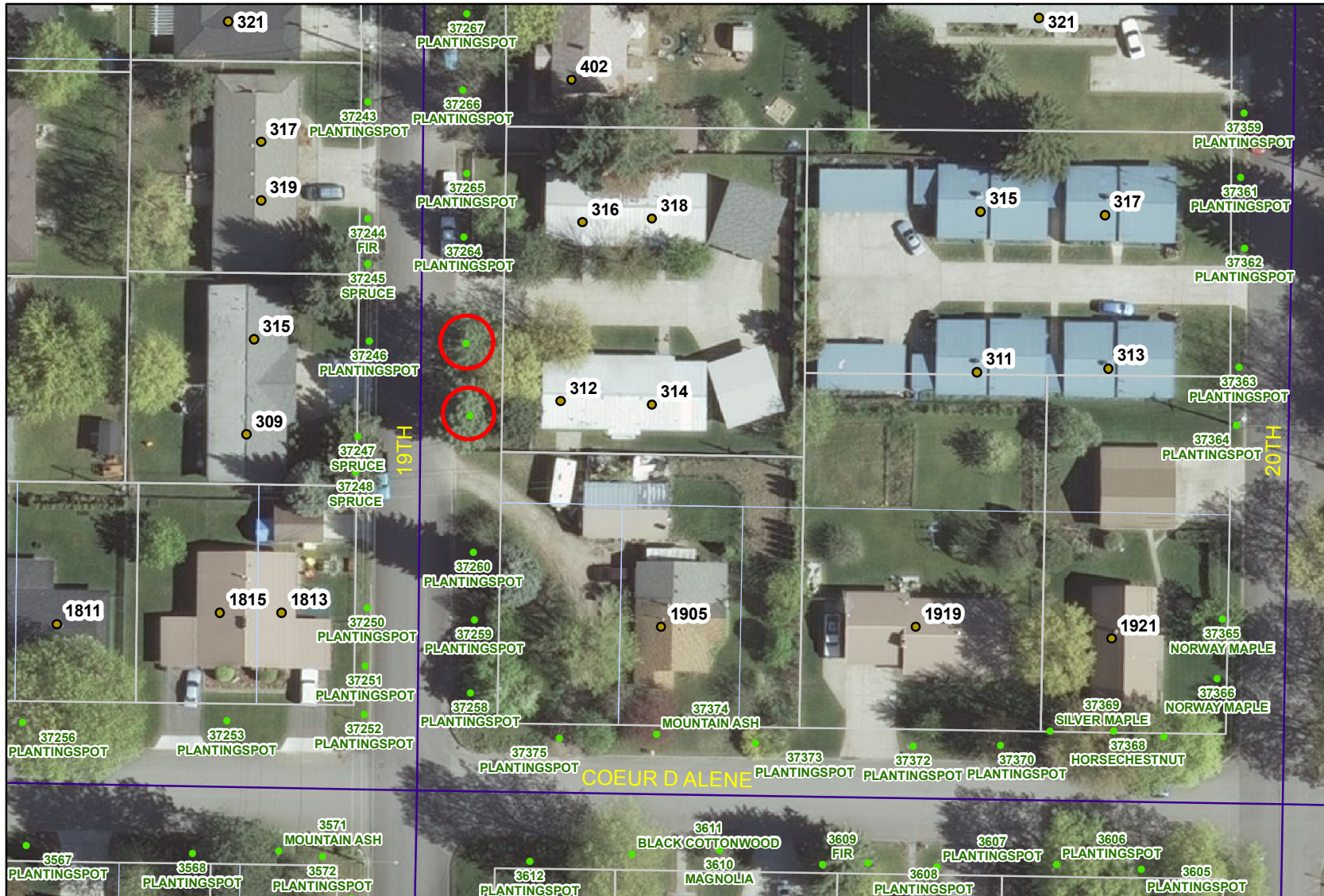
Thank you for your interest and concern for the city's street trees.

Sincerely,

Karen Haskew
Urban Forester

Enclosures
File #11-097

Ponderosa Pine Trees at 312 N. 19th Street



TREE INSPECTION FORM

Address: 312/318 N. 19th St Tree Location: _____
 Species: 2 P. Pine DBH: _____ Approx. Height: _____
 Reason(s) For Request: (2) Ponderosa Pine fence, curb
 Inspection Date: 7/15/11 Inspector(s): Anneke + John

Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for approved tree removal.

TREE HEALTH (Biological)

Crown and Branches: (% live, green) Good
 Diseases: (List) _____
 Insects: (List) _____
 Root Rot Problems: _____

Points (Range)
 - _____ (0 to -40)

TREE CONDITION (Structural Integrity)

Trunk: (rot, sweep, lean, cankers, forks) _____
 Branches/Wounds (damage, stubs, rot) prune to bole
 Root Damage _____
 Existing Wind/Elements Problems _____
 Branch Condition _____

- _____ (0 to -40)

SITE CONFLICTS

Interference with overhead utilities no
 Roots (sidewalk, driveway, curb) no
 Obstruction: (traffic signs, vision triangle at intersection) no
 Competing Trees no

- _____ (0 to -40)

NUISANCE FACTORS (list)

no

- _____ (0 to -10)

UNDESIRABLE SPECIES (Not on city list)

no

- _____ (0 to -10)

VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)

Environmental (shade, etc.): _____ + 5
 Visual Screen: _____ + 5
 Historic: _____ + 5
 Wildlife: _____ + 5
 Aesthetic: (texture, form, line, color) _____ + 5

URBAN FOREST VALUE ("Big Picture")

10 (+10 to -10)

TOTAL POINTS

+35

Comments and recommendations:

TREE INSPECTION FORM

Address: 312/318 N. 19th Tree Location: on 17th Street
 Species: 2 Ponderosas DBH: 23 Approx. Height: 65
 Reason(s) For Request: causing damage to curb
 Inspection Date: 8/1/11 Inspector(s): Glenn Fuscott

Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for approved tree removal.

TREE HEALTH (Biological)

Crown and Branches: (% live, green) 100%
 Diseases: (List) Western gull nest all through branches
 Insects: (List) NA
 Root Rot Problems: NA

Points (Range)
 - 10 (0 to -40)

TREE CONDITION (Structural Integrity)

Trunk: (rot, sweep, lean, cankers, forks) NA
 Branches/Wounds (damage, stubs, rot) _____
 Root Damage _____
 Existing Wind/Elements Problems _____
 Branch Condition _____

- 0 (0 to -40)

SITE CONFLICTS

Interference with overhead utilities South side of South tree branches just touching lines - can prune tips of
 Roots (sidewalk, driveway, curb) Root curb parking job/cap not secured to old curb
 Obstruction: (traffic signs, vision triangle at intersection) _____
 Competing Trees: Large maple to east on lawn

- 10 (0 to -40)

The tree sits back 31" from the curb

NUISANCE FACTORS (list)

- 0 (0 to -10)

UNDESIRABLE SPECIES (Not on city list)

- 0 (0 to -10)

VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)

Environmental (shade, etc.): 200 ft⁺ South. No shade on pavement that sits at the street w/ 60 ft North
 Visual Screen: _____
 Historic: _____
 Wildlife: _____
 Aesthetic: (texture, form, line, color) _____

+ 5
 + 0
 + 0
 + 0
 + 0

URBAN FOREST VALUE ("Big Picture")

+10 (+10 to -10)

TOTAL POINTS

0

Comments and recommendations:

*Visually looking trees outside of the vast buffers on the limbs
 Return - need better repair of the curb.*

TREE INSPECTION FORM

Address: 312/318 N. 19th ST Tree Location: Curbside along 19th
 Species: PODOLCOCA PINES (2) DBH: 23/20 Approx. Height: 45'
 Reason(s) For Request: DAMAGING CURB + POTENTIAL AVIARY UTILITY + STRUCTURAL CONCERNS
 Inspection Date: 7-26-11 Inspector(s): KEVIN JONES

Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for approved tree removal.

	<u>Points (Range)</u>
TREE HEALTH (Biological)	- <u>0</u> (0 to -40)
Crown and Branches: (% live, green) <u>100%</u>	
Diseases: (List) <u>-</u>	
Insects: (List) <u>-</u>	
Root Rot Problems: <u>-</u>	
TREE CONDITION (Structural Integrity)	- <u>0</u> (0 to -40)
Trunk: (rot, sweep, lean, cankers, forks) <u>-</u>	
Branches/Wounds (damage, stubs, rot) <u>-</u>	
Root Damage <u>-</u>	
Existing Wind/Elements Problems <u>-</u>	
Branch Condition <u>-</u>	
SITE CONFLICTS	- <u>0</u> (0 to -40)
Interference with overhead utilities <u>-</u>	
Roots (sidewalk, driveway, curb) <u>MINOR curb disturbance</u>	
Obstruction: (traffic signs, vision triangle at intersection) <u>-</u>	
Competing Trees <u>-</u>	
NUISANCE FACTORS (list)	- <u>0</u> (0 to -10)
UNDESIRABLE SPECIES (Not on city list)	- <u>0</u> (0 to -10)
VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)	
Environmental (shade, etc.): <u>-</u>	+ <u>5</u>
Visual Screen: <u>-</u>	+ <u>5</u>
Historic: <u>NATIVE spp.</u>	+ <u>5</u>
Wildlife: <u>-</u>	+ <u>5</u>
Aesthetic: (texture, form, line, color) <u>-</u>	+ <u>5</u>
URBAN FOREST VALUE ("Big Picture")	+ <u>10</u> (+10 to -10)
TOTAL POINTS	+35

Comments and recommendations:

WE NEED TO BE ENCOURAGING NATURE TREES IN THE COMMUNITY FOREST.

THESE TREES COULD BE LIMBED UP 5'-10' TO "CLEAN" THEM UP, BUT THEY ARE A VALUABLE PIECE OF THE COMMUNITY FOREST AS THEY ARE.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

November 21, 2011
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers
Council Member Al Hassell

STAFF PRESENT

Amy Ferguson, Executive Assistant
Terry Pickel, Asst. Water Supt.
Jon Ingalls, Deputy City Administrator
Jim Remitz, Utility Project Manager
Kenny Gabriel, Fire Chief
Warren Wilson, Dep. City Atty

GUESTS PRESENT:

Steve James, J-U-B Engineers (Item #2)

**Item 1 Policy on Repainting On-Site Fire Hydrants
Consent Calendar**

Terry Pickel, Assistant Water Superintendent, presented a proposed policy for allowing property owners to repaint public hydrants located on their property (as opposed to hydrants located within the street right of way).

Mr. Pickel noted in his staff report that the Water Department has an unwritten policy of requiring all hydrants to be painted bright yellow. There are three reasons for this: (1) it makes them more visible, (2) it makes it easier to find them in an emergency, and (3) it simplifies maintenance since we only need to stock one color for repainting. There have been a few citizens that have painted their hydrants and staff has reviewed the policies of other entities and discussed their concerns with the Fire Department and, as a result, they would like to have a formal written policy that contains some conditions they agreed would be appropriate to impose before allowing repainting of on-site hydrants.

Staff is in agreement that all hydrants adjacent to sidewalks and within the public right of way should remain yellow. This will provide a consistent look for the streets and also make the hydrants more visible to motorists, pedestrians and others. Having a council-approved policy will give the Water Department the guidelines needed to say yes or no to requests to repaint fire hydrants in a clear, concise, and consistent way.

Councilman Hassell noted that this is the third time that this issue has come before him since he's been on the council. He is concerned about painting hydrants in that they might be difficult to find, and thinks that the policy of having a homeowner sign an indemnification agreement of some kind is a good thing. Chief Gabriel noted that not that many hydrants have been painted and it is predominantly commercial buildings that request it. The Fire Department knows where all of the painted hydrants are.

Mr. Pickel noted that if the fire hydrant paint is not maintained, the city would repaint them back to the safety yellow color. Councilman Hassell expressed concern that once the policy is in place, more people will want to paint their hydrants. He noted that the suggested increase to 4 feet landscaping spacing around the hydrants is a good idea.

Councilman Hassell asked about hydrant flags in the winter. Mr. Pickel said that they put flags on some hydrants in the winter, usually the ones in high traffic areas such as intersections, where the fire hydrant can become covered with snow.

MOTION by McEvers, seconded by Hassell, to recommend Council approval Resolution 11-039 authorizing a Policy for Re-Painting Fire Hydrants Non-Standard Colors by Property Owners, with the suggestion that if the policy doesn't work and staff can't get cooperation from citizens regarding the conditions to the policy, that the policy be reversed. Motion carried.

Item 2 2012 Wastewater Collection System Master Plan Update – Professional Services Agreement

Consent Calendar

James Remitz, Utility Project Manager, presented a request for approval of a Professional Services Agreement with J-U-B Engineers, Inc. for the performance of the 2012 Wastewater Collection System Master Plan Update. Mr. Remitz explained in his staff report that the current plan was developed in 2001 with updates of the Northwest Quadrant in 2004 and 2009, and the Government Way corridor between Dalton Avenue and Prairie Avenue in 2010. This project will replace the existing system hydraulic model, incorporating these previous evaluations, revising the land use and assumptions used to generate flows. The updated master plan will also incorporate changes in areas where the existing system has been modified or expanded, where development has taken place, and will estimate growth patterns and projections for future wastewater flow. A five year Capital Improvement Plan will be developed to provide a prioritization for capital improvement projects based on the results of the existing system analysis, and the growth projections.

Mr. Remitz noted that consultant proposals were solicited using an advertised Request for Proposals and J-U-B Engineers was the only respondent. Wastewater staff is confident in the ability of J-U-B Engineers to successfully perform this master plan update within the budget and proposed scheduled. Sufficient funding for this project is available and allocated in the current FY 2011-2012 Wastewater Department budget.

Councilman McEvers questioned the need for an update to the master plan and wondered if there would be duplication of effort. Mr. James of J-U-B explained that the Northwest Quadrant updates in 2004 and 2009 were different than traditional master planning. He further explained that the Wastewater Department wanted to have a tool that they could use to look at the long term, and they want to look realistically at build out, but in much more detail over the next 5 years. Also, when Wastewater gets a request from a developer to do a zone change or a development, they don't currently have the tools to determine impact. The master plan is an active tool and looks at the long-term system. Mr. James further explained that when the last master plan was done, McEuen Tower and the Parkside Tower weren't actively implemented. They are also seeing R-70 zoning downtown and deep infill, which has pretty dramatic impact on the collection system. Also, the city has worked very hard on the inflow and they would like to determine what impact that will have on the system and if inflow is removed, how much capacity is gained.

Mr. James said that the target date for completion of the study is August of 2012. He further confirmed that part of the Scope of Services is to look at the Area of City Impact.

Mr. Remitz said that a master plan is a dynamic thing and every so often you need to look at the conditions, which may not be the same five or 10 years from now. Mr. James explained that a master plan helps to prioritize going forward. He noted that the city of Coeur d'Alene is one of the most

proactive in terms of replacing and rehabilitating pipes but the city's system is now up to 100 years old and most pipes only last for 50 to 75 years. Every system is behind on system replacement and the city just doesn't have enough money to replace infrastructure. This type of planning helps to target what needs to be replaced the most.

MOTION by McEvers, seconded by Hassell, to recommended Council approval of Resolution No. 11-039 authorizing a Professional Services Agreement with J-U-B Engineers, Inc. in the amount of \$253,500.00 for the 2012 Wastewater Collection System Master Plan Update. Motion carried.

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison