

Coeur d'Alene

CITY COUNCIL MEETING

December 20, 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**

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

Sandi Bloem, Mayor

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

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

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

PUBLIC COMMENTS: There were none.

CONSENT CALENDAR: Motion by Hassell, seconded by McEvers, to remove Items 3(a) and 3(b) from the Consent Calendar. Motion carried.

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

1. Approval of minutes for November 15, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, December 12th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 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 PROFESSIONAL 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.
4. Approval of Annual Street Financial Report for State Comptroller.

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

CONTRACT RENEWAL WITH COEUR D'ALENE DOWNTOWN ASSOCIATION. Councilman Hassell noted that this item usually goes through the Parking Commission first because it involves the use of parking funds. He questioned why the contract is increased \$2,000 this year and doesn't think in this economy the city should be increasing the contract and taking money out of the Parking Fund. Councilman McEvers thinks that the city supports many things that the Downtown Association does, but these are hard times. Two thousand dollars doesn't sound like a lot, but it's the point. He noted that the Downtown Association and the Chamber of Commerce also collect from parking for the big events and it doesn't seem like the right time to give them more money. The additional maintenance responsibilities are also unclear.

Councilman Goodlander said that the events are parades and things that happen on the streets and many of them don't benefit the downtown. Some of the events are detrimental to the downtown. Councilman McEvers said that it is still the taxpayers' dollars that are basically supporting all of these things that happen downtown and he thinks it is important to keep the community events going and thinks that 70 or 80 percent of the events do impact the downtown. The Parking Fund monies could be used for other things coming up.

Mr. Tymesen clarified that the Parking Fund is the source of revenue for the contract. The Parking Fund is an enterprise fund that collects money from the users of that particular service. There are no property tax dollars going into the contract. The money comes from people that use the parking facilities. The contract with the Downtown Association has been in place for approximately 20 years and the city has a great relationship with them. The contract has an escalation clause in years 2 and 3 with a Consumer Price Index increase. The contract has not increased in at least the last 15 years. There are many reasons why the contract exists and it is much more than just the wages for the director of the Downtown Association. The Downtown Association must produce a quarterly scorecard, and they have committees and assist with promoting the parking downtown. Costs have not gone down for the Downtown Association to provide services and they are working on sidewalks a lot more than three years ago.

Councilman Kennedy said that while Mr. Cooper and the Downtown Association are not city staff, he has personally called Mr. Cooper in lieu of calling code enforcement or someone from the city and gotten good results. In some ways they are an extension of city staff and take a little bit of the load off the city because of the way the partnership is structured. He noted that the city still has 14 jobs unfilled and whenever we can leverage the burden with another entity, he thinks it is a good thing to do. He has no objection to the additional amount.

Councilman Edinger said that he thinks that the Downtown Association director is a big improvement over what we've had in the past. Any time there is a problem downtown you can call Mr. Cooper and he will jump on it right away. He thinks the \$2,000 is worth it and that the Downtown Association and Mr. Cooper do an excellent job.

Councilman Hassell said that he agrees that the Downtown Association does a good job. The

point is that this is not a time to increase the expenses, especially for an unbudgeted item. He doesn't see much of anything else getting cost of living increases right now. There is not a good enough justification for the increase.

Councilman Bruning said that it seems to him that this is a contractual item and it is something that the Downtown Association and the city have agreed to in the past. Mr. Tymesen confirmed that this is a renewal, and like any contract renewal, everything is open to negotiation.

Councilman McEvers agreed that the Downtown Association does a great job but said that it would seem to be the right thing at this time to not ask for a raise.

MOTION by Kennedy, seconded by Bruning, to approve the Contract Renewal with Coeur d'Alene Downtown Association.

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

Mayor Bloem commented that she thinks that people may think that the Downtown Association receives money when others aren't getting any. She noted that the Downtown Association is the only organization in the city that self-taxes. That is one of the reasons the contract came about because, as owners, they were putting money into the contract and into the public space.

CDBG FUNDING AGREEMENT WITH LAKE CITY SENIOR CENTER: Motion by Kennedy, seconded by Edinger, to approve the CDBG Funding Agreement with Lake City Senior Center.

DISCUSSION: Councilman Goodlander said that this is a grant from the HUD funding that the city receives annually to replace one of the ovens at the Lake City Senior Center. The oven is old and isn't working very efficiently. She noted that she sits on the Board of Directors for the Lake City Senior Center and will abstain from voting. It is a wonderful partnership between the HUD monies, the city, and the Lake City Senior Center. Councilman Kennedy noted that essentially it is a pass-through grant – it is federal money and the primary use of the oven is the Meals on Wheels program which is designed to provide meals to homebound seniors. It was also noted that the city will continue to assist the Lake City Senior Center with snow removal at their facility.

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

COUNCIL COMMENTS:

COUNCILMAN BRUNING: The K through 5th grade youth wrestling program is now accepting signups at the Recreation Office. Programs will begin after the first of the year.

COUNCILMAN GOODLANDER: The ArtCurrents program is getting ready to look at new pieces of art for next year. The program has been very successful and a couple of the pieces on display are likely going to sell, with a percentage of the sale going back to the city. The deadline

for proposals is April and by next summer we will see an entirely new set of art on our corners for citizens to enjoy.

COUNCILMAN EDINGER: Congratulated the Coeur d'Alene High School football team for winning the state championship a couple of weeks ago.

COUNCILMAN KENNEDY: Congratulated the Coeur d'Alene High School drama team for winning the state championship last week.

APPOINTMENT TO ARTS COMMISSION: Motion by Goodlander, seconded by Kennedy to appoint Ryan Johnson to the Arts Commission. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that Leaf-fest is in the books! Crews finished up late last Monday with Leaf-fest 2011 and we were able to finish sweeping all areas by the morning of December 1st. They have started to re-sweep some areas such as south of Sherman, Ft. Grounds, and midtown areas until weather forces us to shut down. Some of this year's totals are: Over 700 loads of leaves were taken off residential streets with zero accidents. They also hauled off 88 loads of needles in the Fairway area alone. She thanked the Fire Department for their annual Santa Food Drive this past weekend. It was a great success with 807 pounds of food donated to the food bank! The Dike Road committee toured the area in question last week so they could see for themselves what some of the issues are. It was a good opportunity to talk and they identified six areas of focus: (1) seek Congress and legislator support, (2) continue research and education, (3) feasibility study for sheer wall down the middle of the road that would not require excavation, (4) look at compiled science regarding stabilization and pine root stabilization, (5) look at considering hiring a third party engineer to certify the flood wall system, and (6) follow Kootenai Environmental Alliance's lawsuit. There is a lot of work to do and they have a very energetic group of volunteers. In the aftermath of one of the nation's biggest natural disasters – the Big Burn of 1910 – how did the region's communities, as well as public agencies, respond to the influx of refugees? A lecture by Dr. Thomas Krainz at the Coeur d'Alene Public Library will examine the response, Wednesday, December 7th, at 7:00 p.m. in the Community Room. Specialized Needs Recreation will be holding its 10th Annual Christmas Dinner Party Fundraiser on Sunday, December 11th, from 5:30 p.m. to 7:30 p.m., at Real Life Ministries (1866 North Cecil Road in Post Falls). Please call Angie Goucher at 755-6781 for more information. Also, be sure to ask Angie about the upcoming Winter Break Day Camp. Congratulations to Sergeants Brett Walton and Brandon McCormick for receiving the Peace Officer Standards and Training Supervisor Certificate. Congratulations to Officer Jacob Pleger for his graduation from the North Idaho College Basic Patrol Academy. Officer Pleger distinguished himself by ranking second in his class and earning the "Outstanding Professional Award." The city's Arts Commission is seeking artists to participate in its "ArtCurrents" program, now in its second year. Information packets are available at City Hall, 710 E. Mullan Avenue, or online at www.cdavid.org. Artist proposals are due by 5:00 p.m., April 16, 2012. Artists who are interested in participating are encouraged to contact Steve Anthony, Arts Commission Liaison, at 769-2249.

RESOLUTION NO. 11-040

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

Councilman Kennedy said that the Parking Commission is requesting approval of a new lower parking pass fee for anyone, with the idea being that they would prepay for the passes in quantities of 15 or more per month. The idea is to provide incentive to people to use the lots rather than parking on the street. Right now the cost for a parking permit is \$20.00 for a 5/day a week pass, or \$30.00 for a 7/day a week pass. The new proposal would offer current and potential customers the ability to acquire 15 or more passes per month at the rate of \$15.00 each for a 5-day pass, if purchased in advance.

Motion by Kennedy, seconded by Bruning, to adopt Resolution 11-040

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

ACCEPTANCE OF CANVASS OF ELECTION VOTES:

Councilman Hassell said that since the county is handling the elections, the city doesn't get to review the sign-in books like it used to. How can the council say that they trust that the canvass is correct when they don't get to see the actual product. Councilman Kennedy noted that there was no representative from the county at the meeting to answer any questions from council.

Mr. Gridley said that the legislature did charge the county with being the sole entity to conduct the city's elections. He doesn't know what resource the city has to challenge them at this point. Councilman Kennedy said that he doesn't have any reason to believe the results are inaccurate at all, but they haven't received anything other than a piece of paper.

Mr. Gridley said that he thought that this item could be continued to the next meeting. The winners in the election won't be seated until the first meeting in January.

Councilman Goodlander said that she thinks it would be appropriate to ask for a report from the County Clerk in that the city was always able to view the records in the past.

MOTION by Goodlander, seconded by Hassell, to table this item until the next council meeting and request that the County Clerk bring the records and be present to answer any questions.

DISCUSSION: Councilman Kennedy said that he didn't know if it would be appropriate to table the item, he is just disappointed that there is no representation from the county. He doesn't know if we need to make a bigger issue out of it by tabling it. There were not any close elections that any human mistakes would have had an impact on.

Councilman Hassell said that he doesn't have any challenges to the results, but always in the past they have had the ability to look at the records. He thinks that it is a part of the process that they don't need to throw out at this point.

Councilman Goodlander said that she thinks the election was accurate but she is just not comfortable not seeing the records.

Councilman McEvers asked if everything is changed now, why do they have to accept the canvassed election results. Mr. Gridley said that the reality is that it is almost a formality – the acceptance of the results by the body that is affected by the election. There are ways to check and verify the signatures.

Councilman Edinger said that he doesn't have any objection to how the election turned out, but there have been a lot of changes at the courthouse. He agrees with Councilman Kennedy that there wasn't anything close so he doesn't see any reason why council can't accept the canvass.

Councilman Kennedy suggested that the City Clerk talk to the county to clarify the question so that they can bring it forward to the Association of Idaho Cities.

The vote on the motion to table this item resulted in a tie vote with Goodlander, McEvers and Bruning voting Aye, and Kennedy, Hassell and Edinger voting Nay. Mayor Bloem broke the tie by voting Nay. Motion failed.

MOTION by Kennedy, seconded by Edinger to accept the canvass of election for the General Election held on November 8, 2011. Motion carried with McEvers and Hassell voting Nay.

Total Registered Voters: 21,554

Total Ballots Cast: 6,299

% of Voter Turnout: 29.23%

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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	Anastasia 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

PUBLIC HEARING – APPEAL OF DENIAL OF TREE REMOVAL AT 312 19TH STREET: Mayor Bloem read the rules of order for this public hearing. Karen Haskew, Urban Forester, gave the Staff report.

Mrs. Haskew reported that 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 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.

Mrs. Haskew noted that 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.

PUBLIC COMMENTS:

Ron Herin, 1115 E Lakeside Avenue, said that he moved to Idaho in 2000, and in December of 2010 retired from NASA after almost 51 years. He and his wife bought some duplexes up here, including the one located at 312 19th Street. The curb has cracks in it and has actually broken away out into the street. It worries him that some people could be injured because of the broken curbs. Both ponderosa pines are about 60 to 70 feet tall and they are 31 inches from the base of the pine tree out to the curb. The water main is 8 inches from the tree. To him it is a serious situation. He acknowledged that the picket fence was put up in error, but the tree roots have broken up the 4 x 4's that hold the picket fence. He believes that the tree does not meet the requirements for the location because it is too close to the curb and to the street. He is asking for authorization to pull the two trees out and put in a couple of other trees that will meet the city's requirements.

Ken Roberge, 857 Government Way, of Specialty Tree Service, said that his contention with the trees is it is more of a safety and infrastructure issue. If he had something like that on his property and it was starting to damage his property, he would want a remedy to take care of it. He sees a safety issue where the curb is jutting out. Over time there will be a larger problem. He thinks that according to current standards large trees require different spaces.

Councilman Kennedy commented that if there is a process and a procedure in place, there needs to be a compelling reason to go against the process. He would like to support the homeowners but is concerned that it might be setting a precedent that makes the process and the scoring no longer functional in the future.

Delona Lee, 312 N. 19th Street, said that in the city's current regulations, if they asked to plant those trees today, they might be told "no" because they are too large for the area. Also, ponderosa pines aren't meant to be in a residential area. The trees are supposed to be spaced 40 feet apart according to the city's guidelines, but the total area of the lot is 50 feet. They are asking to have trees there, but would like smaller, more appropriate trees for the size of the area.

Testimony closed.

COUNCIL DISCUSSION:

Ms. Haskew confirmed that the urban forestry committee does look at the infrastructure when evaluating tree removal requests. Councilman McEvers commented that it seems like we have to fight to let someone take down a tree and do something that would be beneficial for them. He would like to give the benefit of the doubt to the folks who want to improve their property. Ms. Haskew commented that the larger trees are the only things in our infrastructure that actually gain value. They don't want to treat trees like furniture that you switch out all the time. The urban forestry committee would rather keep a big tree than have a small tree. She also confirmed that the owner could replant a ponderosa tree in that space if they wanted to because of the 12 foot right of way.

Councilman Hassell asked if it was true that a big percentage of the larger trees in town would not fit the criteria of the current regulations. Ms. Haskew said that the city has a lot of tree species that are no longer recommended and some trees are planted in spaces that are too small for them, or spacing is wrong. They hope to fix a lot of that over time. She noted that if every tree that was causing some kind of problem was removed, you are talking probably about half of our big trees. Councilman Hassell said that he would find it difficult to approve the removal of trees that have a positive value on the score sheet because council has not allowed removal of some trees that have had minor negative scores.

Councilman McEvers asked when do we have to stand up for the folks who want to make their property better and nicer, with a better tree in their mind? Councilman Kennedy said that the owners purchased this house with those trees in place. They went in with their eyes wide open. We have a process and it has been executed fairly and consistently. He doesn't want to throw the process to the wind because we don't like the outcome of it.

Councilman Bruning said that the big ponderosas in the older part of town are really what makes the neighborhood. They are our heritage trees, and you just don't replace them. The trees in question are healthy. He just can't justify the removal in his mind.

COUNCIL MOTION: Motion by Bruning, seconded by Edinger, to deny a removal permit.

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

ADJOURNMENT: Motion by Kennedy, seconded by Goodlander to continue this meeting to December 9th at 7:30 a.m. at Parkside Tower Conference Room for a workshop regarding McEuen Field traffic study. Motion carried.

The meeting adjourned at 7:38 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD ON DECEMBER 9, 2011 AT 7:30 A.M.
AT THE PARKSIDE TOWERS CONFERENCE ROOM

The Mayor and Council met in continued session at the Parkside Towers Conference Room on December 9, 2011 at 7:30 a.m. there being present upon roll call a quorum of the Council.

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Deanna Goodlander)	
Woody McEvers)	
John Bruning)	
Ron Edinger)	
Mike Kennedy)	

Dan Gookin)	Council Elect Present
Steve Adams)	

Dick Stauffer)	Members of Team McEuen Present
Jim Elder)	
Tina Jacobson)	
Dave Patzer)	
Dell Hatch)	
Dennis Spencer)	
Sandy Emerson)	
Ron Ouren)	
Peter Luttrupp)	
LaDonna Beaumont)	
Scott Cranston)	
Phil Boyd)	
Melissa Cleveland)	
John Barlow)	

Wendy Gabriel)	Members of City Staff Present
Doug Eastwood)	
Susan Weathers)	
Jon Ingalls)	
Troy Tymesen)	
Steve Childers)	
Lee Brainard)	

Glenn Lauper) Staff Present (Continued)
Gordon Dobler)
Tim Martin)
Dennis Grant)
Steve Anthony)

WORKSHOP: MC EUEN TRAFFIC STUDY: Mayor Bloem welcomed the community to the workshop and explained the process for this meeting and noted that public comments will be made at a future Council meeting.

Doug Eastwood reported that today's meeting is to review traffic studies completed relating to proposed changes to traffic flow on Front Street from Second through Seventh Streets. Phil Boyd presented an overview of the presentation of the study which included reasons for the study, an executive summary of the study, study areas and conditions, data collection, existing conditions, traffic generation, and impacts of the proposed changes. Explained the reasons why the study was needed.

He reviewed the traffic impact on a proposed closure of 4th Street between Front and Sherman, making 3rd Street a two-way street as well as the impact on a proposed closure of Front Street between 2nd and 3rd Street. He reported that the proposed park improvements will generate an additional 57 additional trips per peak hour which does not really have a noticeable change in traffic volume.

Melissa Cleveland explained the definitions used in this traffic study including level of service, trip generation and peak hour of service. The Traffic Impact Study (TIS) boundary was between 2nd and 7th Streets and from Front and Lakeside Avenues. The peak hour was determined to be Sunday from 12:00 noon to 2:00 p.m. and the condition in which traffic data was obtain was a typical summer weekend. She reported that all intersections work well with a Level A or B level of service except for the Intersection of 6th and Sherman (which does not have a traffic signal) is at a Level C. Councilman Kennedy asked if one day of traffic count is adequate to complete this study. Ms. Cleveland explained their process which is the standard protocol for collection of traffic data. She described the process of the research used in determining the possible trip generation as a result of the park improvements. As a result of their research it was determined that it would create an 8% (81 trips) increase in traffic during the peak traffic hour; however with the removal of the boat launch the number of trips decreases to 57 additional trips. Dave Patzer asked if the counts included the number trips as a result of the boat cruises. Ms. Cleveland explained that with 1,000 trips per day during peak hours it does not impact the level of service for traffic flow.

Ms. Cleveland described the changes in traffic flow if 4th street was closed between Front and Sherman as well as Front Avenue between 2nd and 3rd Street which does affect traffic flow on 3rd Street. She explained the restructure of the intersection of 3rd and Sherman to accommodate those street closures. She noted the improvements and decrease in vehicle/pedestrian conflicts with the removal of traffic on Front between 2nd and 3rd. She also commented that there is no noticeable change to the north and east residential neighborhoods. In reviewing the Level of Service with these street closures the intersection at 2nd and Sherman becomes a Level C. Sandy

Emerson asked if the removal of the boat launch would positively impact that intersection. She responded that this was considered in the trip generation process. Dave Patzer asked about the southbound intersection of 3rd and Sherman. Ms. Cleveland noted that with the reconfiguration of the traffic lanes, there is no impact at this intersection with the closure of 3rd Street between Front and Sherman. Mr. Boyd noted that during peak events the closure of Front between 2nd and 3rd would be opened for massive traffic. Dan Gookin asked how many parking spaces will be eliminated on Sherman for the turn lane at 3rd Street. Ms. Cleveland noted that a total of 11 parking spaces will be eliminated on both Sherman and 3rd Street. Councilman McEvers asked if a count was taken of the parking lot on Front. Ms. Cleveland responded that a total of 25 spaces were open during the traffic study peak hours. Ms. Cleveland noted that the only area of concern was westbound traffic on Sherman between 2nd and 3rd Street and would recommend making 3rd Street a two-way street up to Lakeside to offset traffic on Sherman.

In regard to parking, Ms. Cleveland noted that additional trips do not translate exactly into needed parking spaces and many conditions affect the need for parking. She did note that the McEuen Park Master Plan increases parking by more than 200 spaces.

In conclusion she summarized that traffic generated 57 trips during the peak hour which is less than 1 additional car per minute, that the downtown can absorb the traffic impact, and that by closing Front between 2nd and 3rd Street it improves traffic safety on the Centennial Trail in that location. Dan Gookin noted that the numbers on 3rd Street between Sherman and Front increase from 150 to 600 trips. Ms. Cleveland responded that the proposed traffic flow improves with the reconfiguration in that the southbound stop sign on 3rd and Front would be eliminated. Councilman Edinger asked about the reasoning behind closing Front Avenue between 2nd and 3rd. Mr. Boyd responded that it increases pedestrian safety and improves traffic flow by reconfiguring traffic flow. Steve Anthony asked how pedestrian traffic is handled at this intersection if it is free flow traffic into the parking lot. Mr. Boyd noted that pedestrian traffic would be moved south of that intersection along the Centennial Trail. Sandy Emerson commented on the current dangers of Front Street and that the closure would improve that. Gordon Dobler suggested that the Council needs to critically look at the current traffic if they do not close Front Street between 2nd and 3rd Street as this will create a bigger traffic conflicts than what currently exist. He explained that the conflict with the mid-block crosswalk on Front between 2nd and 3rd exists with or without keeping Front open and adding traffic signals at Front and 3rd. Ms. Cleveland concluded that the level of service does not decrease at any intersections, traffic patterns will remain the same, the downtown network can handle the additional traffic, closures and land configuration changes, and that the closures reduce major pedestrian/vehicle conflicts. Councilman Hassell asked if there were any advantages in initially making 3rd street a two-way street between Lakeside to Front. Ms. Cleveland reported that the proposal is something to consider since it would remove more parking spaces. Sandy Emerson commented that he believes that improvements to the design and appearance of Front Street are needed.

Doug Eastwood reviewed the conceptual design of the McEuen Park Improvement Project. He explained the components and costs now included in Phase 1: mass grading and utilities for \$1,466,600, improvements to the seawall and steps for \$544,500, grand plaza and waterfront promenade for \$1,907,600, Centennial Trail reroute for \$424,000, Veteran's Memorial for

\$345,000, play area and splash pad for \$796,000; a smaller pavilion and restroom facility (which includes mechanical equipment for conservation purposes) in the center of the park for \$321,400; Front Avenue and promenade amenities from 6th to 3rd Streets for \$1,129,900; parking facility and Front Avenue/Promenade Structure for \$7,689,900; Front Avenue between 2nd and 3rd Street (including improvements to traffic reconfiguration on Sherman and 3rd) for \$658,900. Phase 1 estimated cost is \$17,295,117 which includes construction services. He noted that the possible revenue sources could be LCDC, parking revenues, Parks Capital Improvement funds, fund raising/naming opportunities. Without closing Front between 2nd and 3rd the total would be approximately \$16,636,217. He noted that with the bidding process these figures could be less. Councilman Edinger asked about the replacement of the boat launch. Mr. Eastwood responded that ITD has offered land at the Silver Beach area and with conversations with private property owners, this boat launch design could be larger and better than originally designed. Councilman Edinger asked what strings are attached to the land donation by ITD. Wendy Gabriel responded that ITD has discussed trade of services for the land. Councilman Kennedy noted that by the City taking over the maintenance of Lake Coeur d'Alene Drive it reduces the maintenance cost for ITD and in exchange they would provide the land for the boat launch. Councilman Edinger asked about the sinking of Redmond Hill. Mrs. Gabriel responded that it is one of the issues being addressed as part of the negotiations with ITD. Councilman Kennedy noted that ITD, apart from the McEuen Park project, has asked the City to take over the maintenance of Coeur d'Alene Lake Drive. Councilman Edinger commented that the city would be taking a big responsibility in maintaining Coeur d'Alene Lake Drive and Centennial Trail at the expense of taxpayers. Doug Eastwood responded that whenever the City has an opportunity to obtain lakefront property it is a great benefit to the City. Councilman Kennedy also noted that the city's cost of maintenance of Coeur d'Alene Lake Drive would be less and also that the City could ask ITD for a bond to cover any catastrophic expenses relating to Redmond Hill. Mayor Bloem noted that whenever there is a public-to-public transfer it is the responsibility of both entities to review the costs associated with that transfer. She also commented that the City needs to look at all opportunities to obtain lakefront property. Steve Adams asked about project maintenance costs for the parks. Doug responded that the Parks has one position that has not been filled and would not be filled until the economy improves but it would have a part-time park maintenance worker; however, the savings used in improving the irrigation would offset the cost of the new park. Dan Gookin asked if a cost-per-space estimate was done for the parking garage. Dick Stauffer responded that the estimate is not computed on the cost-per-space. Dan Gookin commented that the cost per space is very conservative compared to the Kroc Center's cost for their parking garage. Dave Patzer also noted that the parking costs include street parking as well as the structure parking. John Barlow also noted that the majority of parking is on-grade which is far cheaper than garage parking spaces. Councilman Edinger asked about an equal or better facility for the boat launch and asked if 3rd Street will be closed next summer. Wendy Gabriel responded that the 3rd street boat launch will not be closed until a new one is open. Dennis Spencer believes that the cost of the boat launch and ball field should be included in the cost of Phase 1. Doug Eastwood responded that the land acquisition and land trades for those two facilities are currently in the process. Doug Eastwood noted that Phase 1 would keep the boat launch at 3rd Street until the alternate boat launch is developed. Doug also noted that a trail between the parking lot south of City Hall to the boat launch site at 3rd Street would be constructed.

ADJOURNMENT: Motion by Edinger, seconded by Kennedy to adjourn the meeting. Motion carried.

The meeting at 9:35 a.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 11-041

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 AND LEASE AGREEMENT RENEWAL WITH THE ELEVENTH STREET DOCKOWNERS ASSOCIATION FOR THE 11TH STREET MARINA; APPROVING A CONTRACT RENEWAL WITH LEGENDS SPORTS PHOTOGRAPHY FOR YOUTH SPORTS PHOTOGRAPHY; APPROVING AN AGREEMENT FOR CDBG GRANT FUNDS FOR COMMUNITY ACTION PARTNERSHIP (SUBRECIPIENT); APPROVING RATIFICATION OF A LETTER OF AGREEMENT BETWEEN KOOTENAI COUNTY AND THE CITIES OF COEUR D'ALENE, POST FALLS, HAYDEN, AND RATHDRUM FOR COST SHARING FOR AREA OF CITY IMPACT CONSULTANT; APPROVING PROFESSIONAL SERVICE AGREEMENTS FOR CREATION AND INSTALLATION OF PUBLIC ART AT THE WASTEWATER TREATMENT PLANT WITH (A) ALLEN DODGE & (B) DALE YOUNG; APPROVING CHANGE ORDER NO. 1 - FINAL QUANTITY ADJUSTMENTS AND PROJECT CLOSEOUT WITH COEUR D'ALENE PAVING, INC. FOR THE 15TH STREET RECONSTRUCTION PROJECT; APPROVING CHANGE ORDER NO. 9 WITH CONTRACTORS NORTHWEST FOR THE WASTEWATER TREATMENT PLANT, PHASE 5B.

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

- 1) Approving and Lease Agreement Renewal with the Eleventh Street Dockowners Association for the 11th Street Marina;
- 2) Approving a Contract Renewal with Legends Sports Photography for Youth Sports Photography;
- 3) Approving an Agreement for CDBG Grant Funds for Community Action Partnership (Subrecipient);
- 4) Approving Ratification of a Letter of Agreement between Kootenai County and the Cities of Coeur d'Alene, Post Falls, Hayden, and Rathdrum for Cost Sharing for Area of City Impact Consultant;
- 5) Approving Professional Service Agreements for Creation and Installation of Public Art at the Wastewater Treatment Plant with (A) Allen Dodge & (B) Dale Young;
- 6) Approving Change Order No. 1 - Final Quantity Adjustments and Project Closeout with Coeur d'Alene Paving, Inc. for the 15th Street Reconstruction Project;
- 7) Approving Change Order No. 9 with Contractors Northwest for the Wastewater Treatment Plant, Phase 5B;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 7" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 20th 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 _____.

M E M O R A N D U M

TO: General Services Committee

DATE: December 12, 2011

FROM: Wendy Gabriel, City Administrator

SUBJECT: 11th Street Marina Lease Renewal

DECISION POINT:

Determine whether the lease with the 11th Street Dock Owner's Association should be renewed for another 5 year term.

BACKGROUND/HISTORY:

For many years the City, and the Idaho Water Company before us, has had a lease agreement with the Dock Owners Association or their predecessors to facilitate the operation of a Marina at 11th Street. The Dock Owners Association has requested to lease a portion of the City's littoral rights in order to operate the marina. Staff met with a representative of the Dock Owners Association to negotiate a new 5 year lease term.

EVALUATION:

The new lease agreement is largely consistent with the prior lease. It includes increases based upon the cost of living index, additional specific terms regarding the City's ability to moor an emergency vessel at the marina, and hold harmless and indemnification language to protect the City from having to defend or pay damages for a lawsuit arising out of the City's use of the moorage space.

DECISION POINT/RECOMMENDATION:

Staff recommends that the City Council approve the lease renewal with the 11th Street Dock Owners Association.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 20th day of December, 2011, by and between ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC, an Idaho non-profit corporation, hereinafter referred to as "ASSOCIATION", and the CITY OF COEUR D'ALENE, a municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "CITY".

WITNESSETH:

DECLARATIONS

1. LESSEE is a non-profit recreation cooperative corporation organized and existing under and by virtue of the laws of the State of Idaho, having its principal place of business at 1100 East Lakeshore Drive, Coeur d'Alene, Kootenai County, Idaho.
2. LESSEE is engaged in the business of boat moorage and allied undertakings connected with a boat moorage business.
3. LESSEE is the successor in interest to that business, and marina heretofore conducted and operated by Ray Jones, thereafter operated and conducted by R.T. Rankin, subsequently operated by Eugene Compton, subsequently operated by Lafferty Transportation Company, subsequently operated by Coeur d'Alene Marine, Inc., and subsequently operated by Northwest Resorts, Inc.
4. The CITY is the successor in interest of the Idaho Water Company as to those properties and agreements hereinafter referred.
5. In September of 1964, Ray Jones and the Idaho Water Company did contract for the right of the Idaho Water Company to lay, operate, maintain, inspect, repair, replace and reconstruct two water lines across property hereinafter denominated, which at the present time is owned by LESSEE.
6. On the 1st day of September, 1964, the Idaho Water Company did enter into a contract with Ray Jones, granting accesses to Ray Jones across property then owned by the Idaho Water Company for the purpose of granting accesses upon properties owned by the Idaho Water Company to a then described warehouse building, herein in the agreement described as a "repair building."
7. On the 1st day of January, 1960, the Idaho Water Company entered into an agreement with Ray Jones for the purpose of granting the right of egress and ingress and the right to use certain riparian rights of the Idaho Water Company along the shoreline of Lake Coeur d'Alene, as was appurtenant unto that property generally referred to as the East bank of Tubbs Hill.

8. On the 28th day of August, 1969, the Idaho Water Company and Ray Jones did agree that the aforesaid agreements and leases should be extended in effect, in operation, and in right to the 31st day of August, 1979.
9. On the 14th day of May, 1979, the CITY and Coeur d'Alene Marine, Inc., did agree that the aforesaid agreement and leases should be extended in effect, in operation and in right to the 30th day of August, 1989.
10. On the 30th of August, 1989, the CITY and Northwest Resorts, Inc., did agree that the aforesaid agreement and leases should be extended in effect, in operation and in right to the 31st day of August, 1991.
11. On the 20th day of August, 1991, the CITY and Northwest Resorts, Inc., did agree that the aforesaid agreement and leases should be extended in effect, in operation and in right to the 30th day of August, 1996.
12. On the 2nd day of May, 1995, the City and Northwest Investment Properties did agree the foresaid lease and agreement should be extended in effect, in operation and in right to the 30th day of August, 2001.
13. On the 17th day of August, 1998, Northwest Investment Properties transferred its interest in this agreement and leases to K.K&T Investments, L.L.C., an Idaho limited liability Company.
14. On the 12th day of November, 1998, K.K&T Investments, L.L.C., transferred its rights under the lease to Eleventh Street Dockowners Association, Inc., an Idaho non-profit corporation and in December of 2000, K.K&T Investments, L.L.C. transferred its ownership interest in the real property that is the subject of those prior agreements to JSBC Development Co., Inc.
15. On the 31st day of August, 2001, the City and the Eleventh Street Dockowners Association, Inc. did agree that the lease and agreement should be extended in effect, in operation and in right until the 30th day of August, 2006.
16. On the 19th day of September, 2006, the City and the Eleventh Street Dockowners Association, Inc. did agree that the lease and agreement should be extended in effect, in operation and in right until the 30th day of August, 2011.
17. The parties hereto do desire to enter into an agreement, redefining the rights of the parties in contemplation of extension of those relevant contract rights heretofore denominated, as well as modification thereof, upon the hereinafter described terms and conditions, and to consolidate all of said lease arrangements and agreement relating to these parties into this document for the purpose of consolidation thereof; Now, Therefore,

TERMS OF LEASE

FOR AND IN CONSIDERATION of the sum Six Thousand Five Hundred Seventy-five Dollars and fifty-five cents (\$6,575.55) with an annual increase equivalent to the CPI in July of each year for the Western Region, rent to be paid in advance annually by LESSEE unto the CITY and in consideration of the further mutual grants, agreements, considerations and terms as hereinafter more particularly set forth, the parties do hereby mutually covenant and agree as follows:

1. Term: The term of this agreement shall be for a period of five (5) years commencing on the 31st day of August, 2011 and having a termination at 12:00 midnight on the 30th day of August, 2016.

2. The CITY does grant unto LESSEE, its successors or assigns, the right to maintain movable docks and dock storage and booms fronting or adjacent to the shoreline, describing as follows:

Commencing at a galvanized pipe on the shoreline of Lake Coeur d'Alene, Kootenai County, Idaho, said pipe being 908 feet, more or less, due East of the center of Section 24, Township 50 North, Range 4 West, B.M.; and following the shoreline in a northeasterly direction to a point on the southeast corner of the tract containing 1.58 acres conveyed to the Consumers Company on January 23, 1905, as recorded in Book 9 Deeds at page 623, records of Kootenai County, Idaho;

which use and rights shall be utilized by LESSEE, its successors and assigns, for the purposes of maintaining docks and dock storage and moorage, subject to the following conditions:

- A. Such docks have been largely reconstructed with the consent of the CITY, subsequent to the lease effective August 31, 1989. The docks and floating boom are depicted on the attached Exhibit "A". Such docks and booms shall not be placed in a manner to further restrict the public or CITY's access to the described shoreline.
- B. The CITY does reserve the right at all times to lay, maintain and operate water pipes to the waters of Lake Coeur d'Alene at or near said area, through the entire bay area, and the right to enter into said area for the purpose of maintaining, replacing and repairing the same.

- C. LESSEE, its successors or assigns, at all times shall conduct its operation so as not to damage, injure or interfere with the intake water lines of the CITY from the waters of Lake Coeur d'Alene.
- D. LESSEE agrees to notify the CITY in writing at least thirty (30) days prior to any alteration of the breakwater.
- E. In the maintenance of those catwalks, boat slips, docks or boom slips, LESSEE does covenant and agree that it shall not maintain them in such close proximity to the land and shoreline of the above described property so as to prevent boat access to the area by the CITY for the purpose of maintaining, installing and reinstalling its intake water lines.
- F. In consideration of those grants by the CITY unto LESSEE, its successors and assigns, LESSEE, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall indemnify and hold harmless the CITY against any and all actions, claims and damages, including costs, attorney fees and expenses of whatsoever kind or character, including third party claims arising from the use of that license and/or licenses granted by the CITY to LESSEE. LESSEE does covenant and agree that they shall cause the CITY to be endorsed upon its existing liability coverage as an additionally named insured, which insurance shall carry limits of not less than One Million Dollars (\$1,000,000 to thereby protect the city from any claim of any person arising out of or by virtue of the maintenance of the moorage operation upon the riparian water of that property hereinbefore described owned by the CITY.
- G. LESSEE will repair any damage to turbidity water lines belonging to the CITY that are in the area of the lease and the Marina associated with this lease.

3. LESSEE shall remove debris from along the Tubbs Hill shoreline within ten (10) days of written notice from the CITY and shall agree to pay for any such removal occurring after the ten (10) day notice period.

4. The number of boat slips including side tie docking space shall be limited to one hundred and thirteen (113).

5. LESSEE shall not park boat trailers nor shall it allow its lessees to do so on streets except when actively loading or unloading boats.

6. LESSEE shall provide to the CITY for its sole and unrestricted use one hundred (100) linear feet of mooring space which shall be side dock tying space rather than full boat slips. The purpose and use of said dockage shall be for fire boats, patrol boats or other publicly

owned or publicly used service boats, as depicted in Exhibit “A”, attached hereto and incorporated herein by reference. The City shall have the right to allow such dockage space for use by the County Sheriff, Coast Guard, Coeur d’Alene Fire Department or any other public law enforcement, firefighting or administrative agency. The dockage space shall not be assignable for use by private individuals. Further rights and responsibilities of the parties are as follows:

- A. Association, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall hereby indemnify, defend, and hold the City harmless from all claims, actions, or damages of any kind including but not limited to costs, attorney fees and expenses of whatsoever kind or character, and including third party claims and description, which may accrue to or be suffered by any person or persons, corporation, or property by reason of Association’s agreement to allow City dockage space as provided in Section 6 of this agreement. In case any suit or action is brought against the City for damages arising out of, or by reason of any use as allowed under Section 6, Association will, upon notice to it of commencement of such action, defend the City at its sole cost and expense, and will satisfy any judgment after said action shall have been finally determined, if adverse to the City.
- B. City shall consult with Association’s electricians and subcontract with a licensed electrician to tap into the marina’s wiring to provide shore power and pay for the use of electrical power.
- C. City shall not impair the use of the marina by Association members and guests and will repair any damage caused to the marina or the Association’s property by the City’s use.
- D. Association agrees to provide sufficient keys for access by authorized fire department personnel and agrees to provide for emergency use of Association’s boat ramp.

7. Lessee shall provide to the public the following amenities for the benefit of the public:

- A. Sanitary Pump Station to service boats on Lake Coeur d’Alene as depicted in Exhibit “A”, attached hereto and incorporated herein by reference.
- B. The placement of a floating boom, as depicted in Exhibit “A” attached hereto and incorporated herein by reference, to protect the use of the beach area immediately adjacent to the “old pump house” at the Tubbs Hill east entrance, and the policing and maintenance of the shore line and waters within the interior of the boom and the existing docks.
- C. The attachment of Exhibit “A” and its incorporation into this lease by

reference is for the sole purpose of depicting the location of the public amenities set out in Paragraphs 6 and 7 and for no other purpose.

8. Upon the commencement of the term of this agreement, LESSEE shall pay in cash to the CITY the sum Six Thousand Five Hundred Seventy-five Dollars and fifty-five cents (\$6,575.55).

9. Prior to the execution of this lease, LESSEE shall file with the CITY, in a form acceptable to the CITY, certificates showing that the insurance requirements herein set forth have been placed in force and effect.

10. Lessee shall maintain a valid State of Idaho encroachment permit for any encroachment within the City's littoral rights which are leased herein.

11. Association shall not assign its obligation or rights under this lease to a third party without written approval from the CITY.

12. This agreement shall be binding upon the parties heretofore the term herein stated and in accordance with and pursuant to the terms and conditions hereof and shall inure to the benefit of the successors and assigns of the parties hereto.

13. At the term end of this agreement, the City agrees to negotiate in good faith with the Lessee, its successors and assigns, for one (1) additional five (5) year term upon such terms as the parties may mutually agree.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
ELEVENTH STREET DOCKOWNERS
ASSOCIATION INC.

Sandi Bloem, Mayor

By: _____
James Hail, President

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of December, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the city of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

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

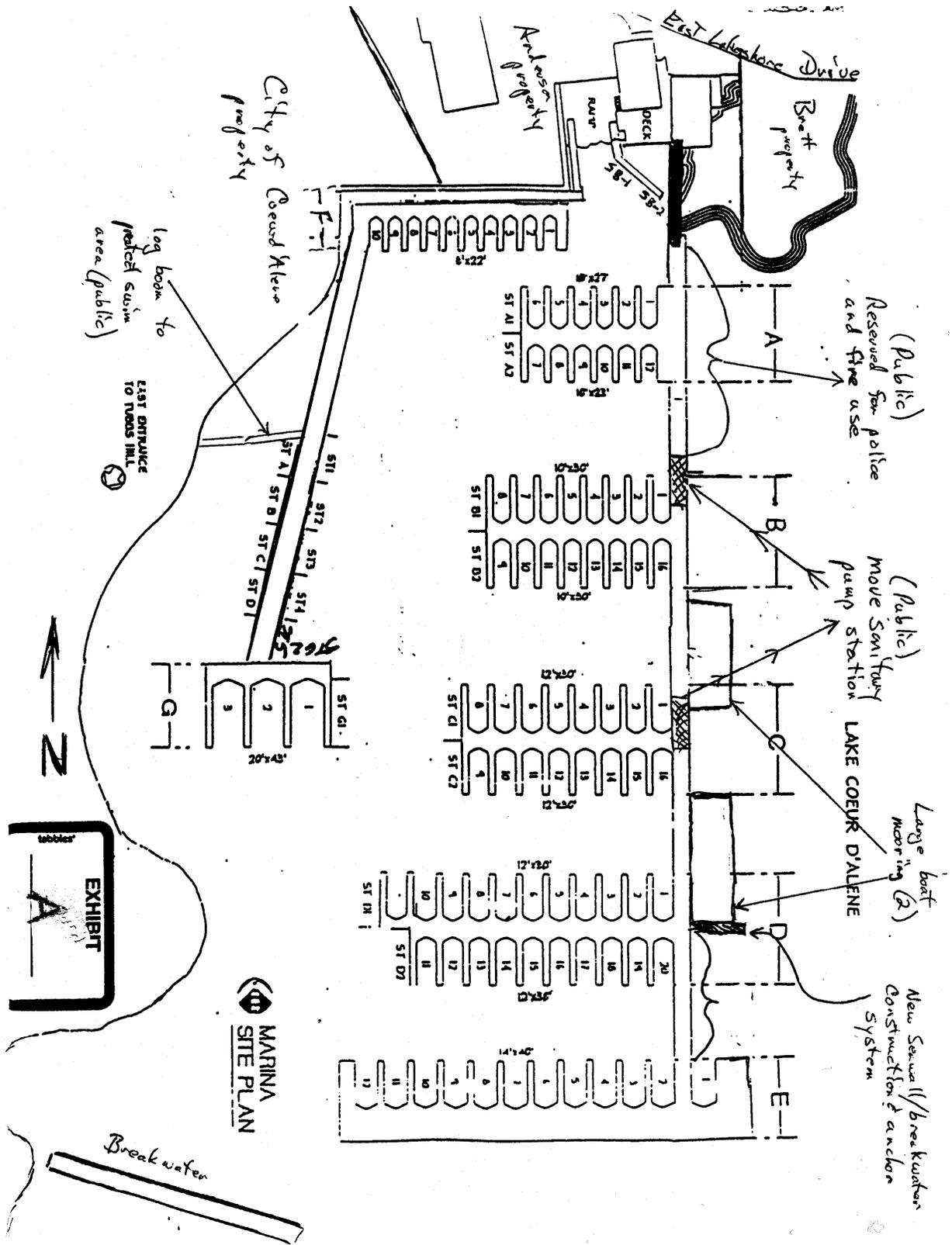
Notary Public for Idaho
Residing at _____
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2011, before me, a Notary Public, personally appeared _____ of the **Eleventh Street Dockowners Association, Inc.**, who subscribed said limited non-profit corporation name to the foregoing instrument, and acknowledged to me that Eleventh Street Dockowners Association, Inc., executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission Expires:



GENERAL SERVICES

STAFF REPORT

Date: December 12, 2011
From: Steve Anthony, Recreation Director
SUBJECT: YOUTH SPORTS PHOTOGRAPHY EXTENSION

DECISION POINT:

The Recreation Department is seeking authorization to extend the photography services of Legends Photography until January 1, 2014.

History:

The Recreation Department entered into a contract with Legends Photography to take individual and team pictures for the city's youth recreation programs. Legends have been the official photographer for the city all but 5 of the last 24 years. They are very easy to work with and we are pleased with their customer service.

Financial Analysis:

Legends have agreed to keep the price at \$8.00 for the basic picture package. This is the same price as 2009. They have not increased the fee to our participants in 4 years. They will also provide sponsors' plaques to the city at no charge. They will also provide free team photos for the coaches and provide each player with a free photo button. They also sponsor teams in each of our programs.

Performance Analysis:

Pictures of children participating in our youth programs have become a tradition. We have been very pleased with Legends Photography. A legend meets all time lines and produces a high quality picture. Legends also provides a College Scholarship to 3 seniors in our community.

Recommendation:

The Recreation Department is requesting that the General Services recommend to the City Council that the Legends Photography contract be extended through January 1, 2014.

CONTRACT

THIS CONTRACT, made and entered into this 20th day of December, 2011, by and between the **City of Coeur d' Alene**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter called "City," and **Legends Sports Photography**, an Idaho Corporation, hereinafter called the "Photographer,"

WITNESSETH:

THAT, WHEREAS, Legends Sports Photography, proposes to provide photography services in relation to youth programs and teams sponsored by the City Recreation Department, and

WHEREAS, the City desires to enter into a contract with Legends Sports Photography; NOW, THEREFORE,

IN CONSIDERATION of such acceptance and payment by the City to the Photographer of one dollar, receipt of which is hereby acknowledged, and other valuable consideration, the Photographer agrees as follows:

SECTION 1: Photographer agrees to take photographs of youth program participants and teams sponsored by the City Recreation Department for all programs conducted between January 1, 2012 and January 1, 2014.

Photographer agrees to the following youth programs for photos:

Youth Soccer
Youth Baseball/Softball
Youth Flag Football
Youth Basketball

It will be the responsibility of the photographer to have picture packages available to the Recreation Department approximately four weeks prior to the start of each youth program.

SECTION 2: Photographer further agrees it will provide the participants the following photographic package for Eight and NO/100 Dollars (\$8.00):

One (1) 5 x 7 group photo - color
One (1) 3 x 5 individual photo - color
Two (2) 2 x 3 individual photos - color

Photographer further agrees to place the group and individual photos in a memory mate folder.

SECTION 3: Photographer further agrees to provide the following:

1. One (1) 5 x 7 group color photo mounted on a plaque for presentation to the sponsor free of charge.
2. Each player that participates in photo day will receive a free photo button, whether they purchase a photo or not.
3. Photographer will sponsor one team in every sport.
4. Two free team photographs to each team for the coaches.
5. Each memory mate will have a custom die cut stamped on it with the Recreation Department's logo.
6. Photographer will provide a free memory mate for families in need (up to the equivalent of 1 (one) photo per team)
7. Youth Star Sponsorship Program. A scholarship in the amount of two percent (2%) of the photo lab expense to be awarded to a high school senior who has participated in the Recreation Department's program.

SECTION 4: The parties further agree that the individuals and teams reserve the right to have photos re-shot if they are not satisfied with the quality of work. The Photographer agrees to have all finished work back to the individuals within three (3) weeks of initial shooting.

SECTION 5: The parties further agree that the Photographer is free to offer any other individual photograph or package to teams; however, the package listed is the only one guaranteed at the price quoted.

SECTION 6: The parties further acknowledge that the City will not prohibit individuals or teams from seeking to obtain individual or team photographs from other sources.

SECTION 7: The parties further agree the photographer may increase picture rates as needed for inflation, production costs, etc. This increase shall be limited to a maximum of one dollar per year (\$1.00) and be subject to approval by the Coeur d'Alene Recreation Department.

SECTION 8: If, through any cause, the Photographer shall fail to fulfill in a timely and proper manner his obligations under this agreement, including but not limited to poor quality, constantly missing delivery times, failure to retake a team, or if the Photographer shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Photographer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports

or other material prepared by the Photographer under this agreement shall at the option of the City become its property, and the Photographer 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF COEUR D'ALENE

LEGENDS SPORTS PHOTOGRAPHY INC.

By: _____
Sandi Bloem, Mayor

By: _____
Tom Gallagher
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of December, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2011, before me, a Notary Public, personally appeared **Tom Gallagher of Legends Photography**, and known to me to be the person who executed the foregoing instrument on behalf of Legends Photography.

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

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

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

DATE: DECEMBER 7, 2011
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: APPROVAL OF AN AGREEMENT WITH COMMUNITY ACTION
PARTNERSHIP FOR HOUSING COUNSELING SERVICES THROUGH A
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

DECISION POINT:

- To authorize an Agreement with Community Action Partnership (CAP) for housing counseling services, through the use of CDBG funding totaling \$23,000.

HISTORY:

The City of Coeur d'Alene conducted a competitive RFP process for the Plan Year 2010 and 2011 community grant dollars simultaneously. The process included the submittal of a grant application, review by the Ad Hoc Committee (March 25 and 26, 2010) and recommendations of the Ad Hoc Committee authorized at the June 1, 2010 City Council meeting, and further approved at the public hearing held July 6, 2010. Plan Year 2010 grant year agreement was executed and is nearing successful completion. Therefore, staff recommends approval for the Plan Year 2011 grant agreement. Due to a cut in Federal funding the amount of this contract is half the funded amount of the prior contract.

The CAP program is a comprehensive housing counseling program, designed to help people reach housing goals and solve housing problems. Activities will assist:

- ▶ people who have run into barriers purchasing a home or just want to be careful about it and seek help from a counselor (these barriers may include credit, down payments, and lack of affordability),
- ▶ those who are or may soon become delinquent on their house payments due to a hardship, such as loss of income or increased expenses (for example, seniors who have lost a spouse or employment and very much want to keep their homes, or persons who have been the victims of predatory lenders),
- ▶ seniors who may qualify for a Home Equity Conversion Mortgage (HECM) often referred to as a reverse mortgage (they are required to receive a certificate of counseling from a HUD approved counselor before they can proceed with a loan application),
- ▶ people who are having problems with a landlord, as counseling includes renter rights and responsibilities,
- ▶ clients who may be having difficulties with home maintenance, services to include connecting seniors or persons with disabilities, with programs that might help provide repairs or accessibility.

Common areas of concern are difficulties finding affordable rentals and problems getting a landlord to make repairs. Assistance includes help in writing a required notice to the landlord, and may include help with negotiations.

FINANCIAL: \$23,000 has been budgeted in the CDBG Action Plan for Housing Counseling to be provided by CAP between January 1, 2011 and August 31, 2012.

PERFORMANCE ANALYSIS: Authorizing this agreement will allow the CAP to provide this valuable resource to our community. The program will benefit approximately 50 households; at least 51% will be low-to-moderate income persons residing within the city limits of Coeur d'Alene. The National Objective for this project is Benefit to low-to-moderate income persons and falls in the category of public service.

DECISION POINT/RECOMMENDATION:

- To authorize an Agreement with Community Action Partnership (CAP) for housing counseling services, through the use of CDBG funding totaling \$23,000.

AGREEMENT FOR CDBG GRANT FUNDS FOR Community Action Partnership

CDBG PROGRAM YEAR: 2011

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 COMMUNITY ACTION PARTNERSHIP, an Idaho non-profit corporation, whose mailing address is 4242 Industrial Avenue East, Coeur d'Alene, ID 83815, hereinafter referred to as "Subrecipient."

The key contact for Community Action Partnership is Sarah Pelton, Housing Counselor.

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-11-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$ 23,000 (twenty-three thousand dollars) to Community Action Partnership to provide Housing Counseling Services. The project is more fully described in the Scope of Work attached hereto as Exhibit "A", which by this reference is incorporated herein.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit to low-moderate income ("LMI") 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 National Objective by providing housing counseling services to LMI households.

2. Effective Date and Time of Performance. This Agreement shall take effect on January 1, 2012, and shall end on August 31, 2012. 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 \$23,000 (twenty-three thousand dollars), 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, attached hereto and by this reference incorporated herein, shall be adhered to unless otherwise amended in writing by both the Subrecipient

and the CITY. Community Action Partnership 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 and 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: the Water Pollution Control Act, Clean Air Act, National Historic Preservation Act, Flood Disaster Protection Act, Lead Based Paint Regulations and shall comply with all inspection, reporting, monitoring, and requirements of the environmental regulations.

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 demographic and performance reports in the form, content, and frequency as required by the CITY and to provide any and all information that 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 balances 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.

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 close-out requirements are completed. Close-out 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 20th day of December, 2011.

CITY of Coeur d’Alene

Community Action Partnership

Dated: _____

Dated: _____

By: _____

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

By: _____

Patricia Soule, Finance Director
Community Action Partnership

ATTEST:

By: _____

Susan K. Weathers

Its: City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On this 20th day of December, 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 _____, 2012 **Patricia Soule** personally came before me and acknowledged under oath that she is the **Finance Director of Community Action Partnership**, 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 Community Action Partnership

Scope of Services

Under the 2011 Community Development Block Grant Community Action Partnership will be providing a public service through a Housing Counseling Service program. With this project, Community Action Partnership will help people reach housing goals and solve housing problems by providing information, looking at options, and advocating and making referrals. Categories include but are not limited to, foreclosure prevention, homebuyers, renters, and homeless.

Summary of Project Activities

Comprehensive Housing Counseling services will be provided out of Community Action Partnership's Coeur d'Alene Office. The services are provided without charge. Community Action Partnership will record income information of clients to provide verification that 51% of the clients served are low-to-moderate income persons, residing within the city limits of Coeur d'Alene. Comprehensive Housing Counseling is designed to help people reach housing goals and solve housing problems.

People who have run into barriers purchasing a home or just want to be careful about it and seek help from a counselor. These barriers may include credit, down payments, and lack of affordability.

Those who are or may soon become delinquent on their house payments due to a hardship such as loss of income due or increased expenses. For example, seniors who have lost a spouse or employment and very much want to keep their homes, or persons who have been the victims of predatory lenders.

People who are having problems with a landlord. Counseling includes renter rights and responsibilities. Common areas of concern are difficulties finding affordable rentals and problems getting a landlord to make repairs. Assistance includes help in writing a required notice to the landlord, and may include help with negotiations.

Clients who may be having difficulties with home maintenance. Services include connecting seniors or persons with disabilities with programs that might help provide repairs or accessibility.

Benefits

The program will benefit 50 households; at least 51% will be low-to-moderate income. The National Objective for this project is benefit to low-to-moderate income persons, residing within the city limits of Coeur d'Alene.

Schedule

Upon execution of the Agreement between Community Action Partnership and the Coeur d'Alene City Council, the Project shall commence on January 1, 2012, and shall continue for eight months. At the completion of the project, a final report is due on the number of beneficiaries served and the value of time and materials contributed to the program. Monthly reports on demographics, progress, and expenditures shall be submitted to PAC.

Attachment B
Project Budget

Grant Agreement between CITY of Coeur d'Alene and Community Action Partnership

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Personnel			
CDA Housing Specialist	12,000.00	22,098.00	34,098.00
Lewiston Clerical Support	0.00	1,500.00	1500.00
Salaries Total:	12,000.00	23,598.00	35,598.00
Fringe Benefits:	4,560.00	8,998.00	13,558.00
Personnel Total:	\$16,560.00	\$32,596.00	\$49,156.00
Operating Costs			
Travel/Training	300.00	3,000.00	3,300.00
Occupancy	3,200.00	6,300.00	9,500.00
Supplies	300.00	1,000.00	1,300.00
Telephone	140.00	600.00	740.00
Small Equipment	0.00	1,000.00	1,000.00
Printing/Publications	100.00	604.00	704.00
Insurance	200.00	800.00	1,000.00
Other - Indirect	2,200.00	5,100.00	7,300.00
Total Operating Costs:	\$6,440.00	\$18,404.00	\$24,844.00
Total	\$23,000.00	\$51,000.00	\$74,000.00

Community Action Partnership will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated; it shall state the Project, name and address to which payment shall be made, activities completed, dates of completion, location of activities 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.

In the event project costs exceed these grant funds, Community Action Partnership 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 \$23,000.00 (twenty-three thousand dollars).



December 8, 2011

Mr. Scott Clark, Community Development Director
Kootenai County
P.O. Box 9000
Coeur d'Alene, ID 83816-9000

Re: City Participation in Area of City Impact Process

Dear Mr. Clark:

The letter is a follow up to prior discussions during recent weeks concerning the value of collaborating on Area of City Impact revisions. You have shared the September 26, 2011, correspondence from Bret Keast that outlined two additional tasks to be performed by KKC for Kootenai County. After discussions among administrative personnel for each of the Prairie cities that provide municipal wastewater services, we believe that the assistance of Todd Messenger to find common threads of agreement would be worthwhile.

Accordingly, we are committing on behalf of the cities we serve that the cities will bear a share of the cost of Mr. Messenger's professional services in order to work toward revisions of the Area of City Impact agreements with our respective cities. Our obligation is limited to the services provided to address our respective interests with Kootenai County and not the interests of other cities who might have similar concerns. The interests of Post Falls, Coeur d'Alene, Rathdrum and Hayden are somewhat different from those of communities without the shared concerns of utility planning and related issues.

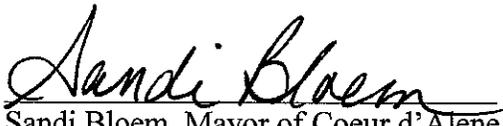
The affected cities agree to participate in the funding of tasks 2.7 and 2.8 to the extent that they involve the direct interests of our communities not to exceed a total commitment among us not to exceed \$27,200. Post Falls will receive all billings on behalf of the participants. We understand that our commitment will be matched by a Kootenai County funding commitment of up to \$15,000 for these shared efforts. This commitment is made with the expectation that the direct contractual relationship will remain between KKC and Kootenai County and that the effort expended by KKC will be even-handed for all concerned.

Our goal is to reach an accord as to the path to be pursued by all of our units of local government, not just an agreement, but rather a shared vision. If our stated understanding is incorrect, please let us know as soon as possible. Otherwise, let the process begin. Thank you.


Vic Holmes, Mayor of Rathdrum


Ron McIntire, Mayor Hayden


Clay Larkin, Mayor of Post Falls


Sandi Bloem, Mayor of Coeur d'Alene

Task 2.7: ACI Issue Identification and Prioritization

During this task, KKC will host an on-site meeting with representatives from the County and its municipalities to identify and prioritize regulatory and intergovernmental coordination issues within the ACIs. It is anticipated that this meeting will take four to six hours. The objectives are:

1. To establish a list (ideally, a matrix) of issues and the relative priorities among the municipalities with respect to those issues;
2. To engage in a brainstorming process with respect to how to address those issues within the ULUC; and
3. To summarize "deal points" around which further negotiations will take place.

For this meeting, municipalities will be asked to be prepared to provide information about present and future service capacity, anticipated directions for utility expansions, annexation objectives, existing infrastructure in the ACI areas, known development constraints, pending development or inquiries for development, and anticipated impacts on municipal functions that may occur as a result of development in outlying areas of existing ACIs. To the extent that the municipalities would like to include other issues, any information related to their trade areas or other relevant geographic factors would also be welcome.

KKC will prepare for this meeting by previewing the municipal comprehensive plans and codes and creating a preliminary list of potential issues as a starting point for discussions.

Deliverables: Five days before the meeting, a memorandum of preliminary issues; within 14 days after the meeting, a memorandum of issues, priorities, and "deal points," and a proposed implementation framework (an outline for ULUC revisions).

Task 2.8: Renegotiation Meetings

During this task, KKC will meet with each municipality during two, two-day trips to the County (up to 12 meetings per trip, or a reduced number of combined meetings). One trip will be combined with the November advisory committee meetings (two days will be added to the November 2011 trip), and another two-day trip will be set for a mutually agreeable date. During these meetings, KKC will facilitate negotiations between representatives from the County and its municipalities with respect to the ACI agreements, based on the deal points established in Task 2.7, and conceptually remap the ACIs. If additional meetings and trips are required to renegotiate agreeable terms to the ACIs by and between the County and each municipality they will be on an *Additional Services* basis.

STAFF REPORT

DATE: December 12, 2011

TO: General Services Committee

FROM: Steve Anthony, Arts Commission Liaison

SUBJECT: Art Selections for Wastewater Treatment Plant

Decision Point:

The Coeur d'Alene Arts commission requests the General Service recommend to the City Council to accept the proposals of Alan Dodge and Dale Young, for the pieces entitled "Frolicking Iron Creatures" and "Totem to the Water of Life" as the artists chosen for the Wastewater Treatment Plant.

History:

The Arts Commission has identified the various locations for Art in front of the WWTP Plant. A selection committee reviewed over 25 initial proposals and narrowed them down to 4 artists who prepared maquettes for the committee. The committee has selected two art pieces by one Alan Dodge and the other one by Dale Young.

Financial Analysis: The Arts Commission Budgeted \$50,000.00 for Art at the WWTP. The contract with Alan Dodge will be in the amount of \$35,000.00 and the contract with Dale Young will be in the amount of \$15,000.00. The funds are dedicated funds and can only be used for Public Art.

Performance Analysis:

The contracts are awarded to Alan Dodge and Dale Young. Construction will begin in January and with a target installation date of June 3rd of 2012.

Decision Point:

That the General Services committee recommend to the City Council that the Legal Department be instructed to prepare the documents to enter into contracts with Alan Dodge and Dale Young for the public art pieces entitled "Frolicking Iron Creatures" and "Totem of Life".

PERSONAL SERVICES AGREEMENT

Between

ALLEN DODGE

And

THE CITY OF COEUR D'ALENE

for

CREATION AND INSTALLATION OF PUBLIC ART

ON 881 W. HUBBARD – WASTEWATER TREATMENT PLANT

THIS CONTRACT, made and entered into this 20th day of December, 2011, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and **ALLEN DODGE**, whose address is 1055 Government Way, Coeur d'Alene, ID 83814, hereinafter referred to as the "Artist,"

W I T N E S S E T H:

Section 1. Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the exterior public art at 881 W. Hubbard Street, as hereinafter set forth in Artist's Proposal attached hereto and incorporated herein as Exhibit "A."

Section 2. Personnel.

- A. The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.
- B. All of the services required hereunder will be performed by the Artist.

Section 3. Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within 6 months of this contract being executed. A specific date of installation shall be coordinated by the Artist with the City's Recreation Director.

Section 4. Compensation.

- A. Subject to the provisions of this agreement, the City shall pay the Artist a total of Thirty Five Thousand Dollars and No/100's (\$35,000.00) for services, payable, upon receipt of Artist invoice, as follows:
 - 1. \$10,000 at the start of the project
 - 2. \$10,000 at mid-construction

3. \$10,000 at fabrication completion
4. \$ 5,000 thirty (30) days after installation of the art object

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

Section 5. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract, except for installation and landscaping as described in the Artist's Proposal. The Artist may use other individuals working under his supervision to assist him in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artists covenants that it 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 contract.

Section 7. Relationship of the Parties. The Artist shall perform his obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 8. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and shall indemnify, defend and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 9. Warranties.

A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.

B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.

Section 10. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed. However, the City agrees it will include the name of the artists and the name of the public art object in any publication, depiction or rendering of the public art object that the City allows.

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

CITY OF COEUR D'ALENE

ARTIST

Sandi Bloem, Mayor

Allen Dodge

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of December, 2011, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2011, before me, a Notary Public, personally appeared **Allen Dodge**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily executed the same.

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

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

PERSONAL SERVICES AGREEMENT

Between

DALE YOUNG

And

THE CITY OF COEUR D'ALENE

for

CREATION AND INSTALLATION OF PUBLIC ART

ON 881 W. HUBBARD – WASTEWATER TREATMENT PLANT

THIS CONTRACT, made and entered into this 20th day of December, 2011, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and **DALE YOUNG**, whose address is 919 N. 5th Street, Coeur d'Alene, ID 83814, hereinafter referred to as the "Artist,"

WITNESSETH:

Section 1. Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the exterior public art at 881 W. Hubbard Street, as hereinafter set forth in Artist’s Proposal attached hereto and incorporated herein as Exhibit “A.”

Section 2. Personnel.

- A. The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.
- B. All of the services required hereunder will be performed by the Artist.

Section 3. Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within 6 months of this contract being executed. A specific date of installation shall be coordinated by the Artist with the City’s Recreation Director.

Section 4. Compensation.

- A. Subject to the provisions of this agreement, the City shall pay the Artist a total of Fifteen Thousand Dollars and No/100’s (\$15,000.00) for services, payable, upon receipt of Artist invoice, as follows:
 - 1. \$5,000 at the start of the project

2. \$5,000 at mid-construction
3. \$5,000 thirty (30) days after installation of the art object

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

Section 5. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract, except for installation and landscaping as described in the Artist's Proposal. The Artist may use other individuals working under his supervision to assist him in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artists covenants that it 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 contract.

Section 7. Relationship of the Parties. The Artist shall perform his obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 8. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and shall indemnify, defend and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 9. Warranties.

A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.

B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.

Section 10. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed. However, the City agrees it will include the name of the artists and the name of the public art object in any publication, depiction or rendering of the public art object that the City allows.

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

CITY OF COEUR D'ALENE

ARTIST

Sandi Bloem, Mayor

Dale Young

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of December, 2011, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2011, before me, a Notary Public, personally appeared **Dale Young**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily executed the same.

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

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

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: December 12, 2011
FROM: Christopher H. Bates, Engineering Project Manager *CB*
SUBJECT: **15th Street Reconstruction Project – Final Quantity Adjustments and Project Closeout**

DECISION POINT

Staff is requesting the approval of the final quantity change order for the 15th Street Reconstruction project.

HISTORY

The project, which was conceived in 2007 with the acquisition of right-of-way along the westerly side of 15th Street, came to fruition in the summer of 2011. The finalization of construction and initialization of the signal at the 15th Street / Margaret Ave./Shadduck Lane intersection, has greatly improved vehicular movements and safety in a fully developed residential area that has a large number of pedestrians due to the presence of the Canfield Park System (passive park and ball fields), and, two schools (CdA HS & Canfield Middle School).

FINANCIAL ANALYSIS

The original contract amount for the project was \$453,060.30, which was below the engineer's original estimate of \$477,520.30, however, there were quantity adjustments that brought the final contract cost to \$540,420.89. This increase in the quantities and cost, resulted from items that arose during that project that were unforeseen during the design phase. Funds for the overage have been budgeted from the street overlay program.

PERFORMANCE ANALYSIS

The changed conditions that resulted in the increased cost were:

1. Replacement of a concrete bikepath and replacement with asphalt due to elevation conflicts with the residential yards along its length.
2. Increased excavation and embankment due to poor substrata conditions which resulted in suitable material import .
3. Greater asphalt matchback at the middle school driveways to provide improved transition from the new approaches to the existing asphalt.
4. Greater road base quantities due to removal of unsuitable substrate in the existing road prism.

Although core sections were taken during the design stage of the project that indicated some sub surface issues may be present, the full extent of them was not known until the road demolition began. The cost that occurred were a result of the unknowns, however, this final product is a known quantity, and, the end result is a quality roadway section with an estimated 20 year active life. Approval of the final quantity adjustment will allow for the closeout of the project.

RECOMMENDATION

- Approve the final; change order to the 15th Street reconstruction project.

CHANGE ORDER NO. 1

OWNER: City of Coeur d' Alene **DATE:** December 14, 2011

CONTRACTOR: Coeur d'Alene Paving, Inc.

PROJECT: 15th Street / Margaret Avenue to Dalton Avenue
(Per Resolution No. 11-025)

CONTRACT DATE: August 2, 2011

CONTRACT PERIOD:

It is agreed to modify the Contract referred to in the attached Exhibit "A".

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

Accepted for Contractor By: _____ Date: _____

Approved for Owner By: _____ Date: _____

EXHIBIT "A"

15th Project Quantities Adjustment / Change Order			
ITEM	DESCRIPTION	QUANTITY	TOTAL
1	(#3) Increase Excavation/Embankment	2.52	\$ 11,977.60
2	(#5) Decrease Saw Cutting @ \$1.50/LF	162	\$ (243.00)
3	(#6) Increase Removal & Disposal Conc. Curb	1.85	\$ 2,380.00
4	(#9) Decrease Removal of Existing Fire Hydrant	1	\$ (310.00)
5	(#13) Decrease New Fire Hydrant Assembly	1	\$ (2,820.00)
6	(#16) Decrease Drywell Type "A"	1	\$ (1,925.00)
7	(#18) Decrease Drywell Frame & Lid Adjustment	3	\$ (330.00)
8	(#19) Increase Grassy Infiltration Swale @ 0.55/s.f.	1096.89	\$ 603.29
9	(#20) Decrease Concrete Sidewalk @ \$2.50/s.f.	1265	\$ (3,162.50)
10	(#22) Increase Standard Curb & Gutter @ \$9.25/l.f.	300	\$ 2,775.00
11	(#23) Increase Standard Curb @ \$14.35/l.f.	155	\$ 2,224.25
12	(#24) Decrease Curb Inlet w/ Apron @ \$66.25/ea.	2	\$ (133.30)
13	(#28) Decrease Residential Appr. <24' - 40' @ \$1000.00/ea.	1	\$ (1,000.00)
14	(#29) Increase Matchback Asp/Conc @ \$3.50/s.f.	3150.75	\$ 11,027.63
15	(#30) Decrease Matchback Compacted Gravel @ \$1.15/s.f.	40	\$ (46.00)
16	(#31) Increase 3/4" Crushed Rock Base 6" Comp.@ \$25/tn	1877.83	\$ 46,945.75
17	(#32) Decrease Superpave Class SP-3 @ \$60.75/tn	25.81	\$ (1,567.96)
18	(#33) Increase Asphalt Ped Trail 10' Wide @ \$2.85/s.f.	5,190	\$ 14,791.50
19	(#34) Increase Planter Strip @ \$5.10/s.f.	525.5	\$ 2,680.05
20	(#37) Increase Retaining Wall w/ Fence @ \$66.40/l.f.	1	\$ 66.40
21	(#39) Increase Street Sign Install/Reloc. @ 300.00/ea.	5	\$ 1,500.00
22	CO - Crew/Equip to assist City Water Dept - faulty valve	1	\$ 865.38
23	CO - Extra for Wall Height Mis-calculation	1	\$ 1,061.50
TOTAL			\$ 87,360.59
QUANTITY ADJUSTMENTS / ADDITIONS			\$ 98,898.35
QUANTITY ADJUSTMENTS / CREDIT			\$ (11,537.76)
TOTAL CHANGE ORDER			\$ 87,360.59

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 12, 2011
FROM: David E. Shults, Capital Program Manager *D.E.S.*
SUBJECT: Change Order #9 for Contractors Northwest for WWTP Phase 5B

DECISION POINT:

The City Council is requested to approve Change Order #9, for an increased cost of \$145,545 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,357,769.

HISTORY:

Construction of the Phase 5B project improvements is substantially complete. Final punch list activity is expected to be done by the end of December. Phase 5B includes a new administration/lab building and a multi-bay garage, which are complete and currently occupied by the City's wastewater staff. Phase 5B facilities recently commissioned also include a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building.

Change Order #9 includes thirty-eight additional changes to the plans and specifications that were made by project consultant, HDR Engineering and City staff. With the exception of several small changes that are currently being discussed, this change order is intended to capture all remaining changes that the construction contractor believes are eligible for payment. Descriptions of the change items are included in the attached letter from HDR Engineering.

The change order includes:

- eleven items that revised the design in the field to resolve constructability conflicts;
- six items to address unanticipated site conditions that the original design could not foresee;
- fifteen items requested by city staff to improve functionality, safety, operation, or maintenance;
- six items that revised the design in the field, which also provided added value to the facilities;
- a sixty-six day time extension for completion of the work.

HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary. Four change items required rework by the contractor, and HDR will provide credits for engineering services that will offset the mistakes.

FINANCIAL ANALYSIS:

Phase 5B Construction Costs

Building Permits	82,948
Equipment Prepurchase	125,000
Archeological Monitoring	7,486
Construction Engineering and Inspection	1,999,478
Construction Bid	10,632,100
Construction Change Order #1	48,801
Construction Change Order #2	78,850
Construction Change Order #3	64,804
Construction Change Order #4	105,280

Construction Change Order #5	99,836
Construction Change Order #6	51,746
Construction Change Order #7	53,267
Construction Change Order #8	77,540
<u>Construction Change Order #9 (new)</u>	<u>145,545</u>
Total Phase 5B construction project cost	13,572,681

Assumed Project Contingency 631,579 (5% of Construction and Engineering)

-Engineer's original Construction Contract Cost Estimate	12,314,000 (-5% to +10%)
-Original Construction Contract Amount	10,632,100
-Current Construction Contract Amount	11,357,769
-Current construction cost increases	725,669
-Current construction change order percentage	6.8%

Funding: Construction of Phase 5B is a two year project partially funded by a \$12M loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,500,000 cash reserves in the City's Wastewater Fund. The City budget for the first year in FY 09/10 was \$8,514,436. The FY 10/11 City budget for the second year was \$7,500,000. The current FY 11/12 City budget is \$910,000 to allow completion of the project.

DISCUSSION:

The project involves seven different structures and associated building permits, a combination of heavy industrial construction and architectural commercial building construction, remodel of very congested buildings and equipment, and loan funding mandates for use of only American made materials, payment of Davis-Bacon prevailing wages, and extensive documentation and reporting. The change orders to date are more than anyone on the project team would like to see, but are within reason, considering the complexity of the project. Most of the change items result in improvements for better operations, maintenance, and safety, as reported in HDR's summary report for this change order. The improvements include most recent technological advances to allow more efficient and reliable operation of the many interrelated treatment processes. The final cost of construction will be approximately \$1M less than the engineer's original cost estimate for the project, and approximately \$1M less than the average bid from all of the prequalified contractors who submitted bids.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #9, for an increased cost of \$145,545 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,357,769.

Attachment



December 1, 2011

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

**RE: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements
Change Order No. 9 for Contractors Northwest, Inc. (CNI)**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 9 for the above referenced project.

Summary

The total for the recommended Change Proposal Requests included in Change Order No. 9 is \$145,545.00. This results in an increase in the contract price from \$11,212,224.00 to a revised contract price of \$11,357,769.00. Additionally, a sixty six (66) calendar-day time extension (to the date of substantial completion and date of final completion) is recommended.

Please note that the original Opinion of Probable Construction Cost (i.e., cost opinion) range, published at the time of the project bid, was from \$11,700,000 to \$13,500,000 with a base cost opinion of \$12,314,000. The median of bids from pre-qualified contractors prior to award of the contract was \$12,335,000, and the average was \$12,440,000. The revised contract price, reflecting this recommended Change Order, remains \$342,231, or 2.9 percent, less than the low end of the original cost opinion presented prior to the bid, and \$977,231, or 7.9 percent, less than the median bid.

A summary of the project change amounts and percentages of original contract price are presented in the following table.

Change Type	Value	Percentage of Contract
Unanticipated Changes	\$71,822	0.68%
Agency Generated Changes	\$151,965	1.43%
Added Value and Longevity/Performance	\$631,638	5.94%
Re-work (Credited by HDR)	\$60,714	0.57%
Utilization of Unanticipated Cost	\$(212,100)	(1.99%)
ARRA Administration Claim	\$21,630	0.20%
Change Total	\$725,669	6.83%

As further described below, HDR Engineering has agreed to contribute \$11,017 towards this Change Order No. 9 to reimburse the City for issues which required corrective action following initial installation of the items. The contributions include \$1,567 for replacement of a restroom privacy screen in the Administration/Laboratory Building in CPR No. 139; \$8,342 for replacement mechanical seals on the Digester Recirculation Pumps in CPR No. 162; \$597 for changing the fire rating of the elevator machine room walls in the Administration/Laboratory Building in CPR No. 188; and \$511 to replace a domestic hot water re-circulation pump in the Administration/Laboratory Building in CPR No. 204.

Change Proposal Requests

This Change Order No. 9 incorporates the CPRs attached to this letter of transmittal and are summarized below:

CPR No. 51 - Ferric Chloride Piping and Mounting Modifications. This Change Proposal Request involves revision of the ferric chloride pumping unit installation to accommodate larger pumping unit sizes. The originally specified pumping units could not meet the Buy American provisions of the ARRA program, and a different pump style with a larger footprint was required. In order to fit the revised pumping units into the space available, changes were required to the ferric piping layout, dilution water feed and electrical service to accommodate the pump VFD drives. This change item is a cost addition of \$7,267.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 55 - Sludge Pump House THS and CEN Piping Modifications. This Change Proposal Request involves the addition of several pipe fittings and re-arrangement of the original pipeline design for the 4-THS and 4-CEN pipes at the Sludge Pump House. During field verification by the contractor, it was found that the actual pipe locations differed from what was shown on the as-built drawing information and a piping change was necessary. This change item is a cost addition of \$2,197.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 90 - Hose Bibbs at Exterior Locations. This Change Proposal Request involves adding six non-freeze hose bibbs at the exterior of the Administration/Laboratory Building and Collections Maintenance Garage that were not originally included in the project design. The non-freeze hydrants installed include integral vacuum breakers and associated piping and fittings. This change item is a cost addition of \$3,254.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 94 - Primary Elements Modifications. This Change Proposal Request involves the addition of seven pressure gauges not included as part of the original project design. This change item is a cost addition of \$528.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 111 - Revise Condensate Receivers Location. This Change Proposal Request involves installation of the supplied condensate receivers serving the boilers on concrete floor housekeeping pads in lieu of the original wall mounting arrangement. Installation of two concrete housekeeping pads are included as part of this change at a cost addition of \$1,304.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 137 - Condensate Pump Wiring, Controls and Hydronics Improvements at Steam Boilers. The project originally included re-location of two existing steam boilers to the new Digester Control Building using existing steam boiler equipment in its entirety. As part of the re-location, the City's independent boiler maintenance specialist reviewed the new installation and recommended several improvements to the steam boiler system to provide for ease of maintenance and address known deficiencies with the existing equipment.

This Change Proposal Request involves implementation of those recommendations including installation of an additional City provided control panel for Steam Boiler 7802, including steam pressure sensor, two drip legs with steam condensate traps, two steam vacuum breakers on the steam heat exchangers, boiler chemical injection re-locations and associated mechanical piping. The electrical control modifications comprised over one-half of the modifications incorporated into the project. This change item is a cost addition of \$22,972.00 to the original contract amount. A change to the contract duration of 24 calendar days is required for this change item.

CPR No. 138 - Potable Water Supply to Polymer Blending Systems. This Change Proposal Request involves providing potable water (1W) service to the polymer blending systems in the Digester Control Building rather than the plant water (3W) as planned in the original design. The change includes the installation of a reduced pressure backflow preventer and 1W water service piping. This change item is a cost addition of \$3,103.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 139 - Administration/Laboratory Building Men's Restroom Privacy Screen Replacement. This Change Proposal Request involves replacing the privacy screen adjacent to the urinal in the Men's Restroom of the Administration/Laboratory Building. The original privacy screen was determined to not be large enough to screen individuals appropriately when the Men's Restroom door is opened. As a result of this required re-work, HDR has agreed to contribute the full change amount of \$1,567.00 toward resolution of this issue resulting in no additional cost to the City. HDR will reimburse the City for this cost in a future professional services invoice. A change to the contract duration was not required for this change item.

CPR No. 140 - Change Five Doors to Lockable Doors. This Change Proposal Request involves installation of door locks requested by City personnel for doors that were not originally planned in the design to be lockable doors. This change item is a cost addition of \$2,582.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 145 - Collections Maintenance Building Bent Plate Closure. This Change Proposal Request involves supply and installation of 10 gauge steel bent plate support closures in the Collections Maintenance Garage. The bent plates were determined to be necessary by the Contractor and Engineer during installation of the roof joists on the building. This change item is a cost addition of \$2,600.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 161 - Sludge Pump House and Solids Building Pipeline Repairs. This Change Proposal Request involves correction of corroded and leaking buried digester gas piping encountered in the existing solids processing areas. The change replaced a section of 6 IN digester gas piping and it's associated 1 IN drain piping that likely has been leaking for an extended period of time. This change item is a cost addition of \$7,707 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 162 - Replace Mechanical Seals at Digester Recirculation Pumps. This Change Proposal Request involves changing the mechanical seals on the Digester Recirculation Pumps from a single to a double cartridge style design. Changing to the double cartridge style mechanical seals was required to prevent seal water from entering the anaerobic digestion process. As a result of this required re-work, HDR has agreed to contribute the full change amount of \$8,342.00 toward resolution of this issue resulting in no additional cost to the City. HDR will reimburse the City for this cost in a future professional services invoice. A change to the contract duration of 5 calendar days is required for this change item.

CPR No. 164.A - Waste Gas Burner Installation Additions. This Change Proposal Request involves installation of a new waste gas burner at the southwest corner of the project site. The original design provided by addendum to install a new waste gas burner at the existing gas burner location, using the existing burner foundation, control panel, gas feed piping and controls. During excavation and initial demolition of the existing burner, it was determined the existing waste gas feed pipeline transition elbow needed to be replaced with a new stainless steel pipeline, the exiting gas pilot pipeline needed to be replaced and the existing non-functioning burner control wiring needed to be replaced. The gas burner foundation was re-located and replaced as part of the waste gas feed piping replacement. This change item is a cost addition of \$14,193.00 to the original contract amount. A change to the contract duration of 12 calendar days is required for this change item.

CPR No. 165 - Repair 4 IN Centrate Line Under Pavement. This Change Proposal Request involves lowering the existing 4 IN centrate return line installed previously by the City as a temporary installation. The City determined the centrate return should be incorporated into the plant process as a permanent utility. This change item provides for a minimum 4 FT bury on the pipeline to prevent the pipeline from freezing during the winter months. This change item is a cost addition of \$4,253.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 175 - Wiring for Gas Flow Meters on Steam Boilers and Polymer Blending System Alarms. This Change Proposal Request involves provision of wiring for four (4) biogas natural gas flow meters at the boilers in the new Digester Control building and wiring necessary for the local polymer system general alarm and running signals at the RST control panels in the Digester Control Building. These flow signals and alarms were not included as part of the original design. This change item is a cost addition of \$2,091.00 to the original contract amount. A change to the contract duration of 10 calendar days is required for this change item.

CPR No. 184 - Gate Post Upgrade and Gate Supports. This Change Proposal Request involves modification of the gate end posts for the site access gate located at the southwest corner of the site from 4 IN diameter to 6 IN diameter posts. This change also includes installation of tension rods and a drop rod for the contractor's entrance gate. In addition, this change includes placement and compaction of additional site fill in the southwest corner of the site to compliment the site grading completed by others as part of the educational corridor project. This change item is a cost addition of \$4,363.00 to the original contract amount. A change to the contract duration of 4 calendar days is required for this change item.

CPR No. 185 - Sludge Pump House Wall Modifications. This Change Proposal Request involves installation of a new access door, replacement louvers and filling holes in the existing Sludge Pump House east wall. The project design included demolition of the Sludge Pump House structure following removal of the existing boilers. However, the contract did not plan for installation of a new door at the remaining perimeter wall or filling of existing holes in the concrete. Following demolition, it was determined that the remaining wall structure would likely remain much longer than originally planned and required rehabilitation. This change item is a cost addition of \$8,168.00 to the original contract amount. A change to the contract duration of 4 calendar days is required for this change item.

CPR No. 186 - Pump P-7002 Wiring. This Change Proposal Request involves adding conduit, wiring and a local disconnect switch for Pump 7002 (SPH heating loop pump No. 2). Pump P-7002 was added to the project by addendum and the required electrical conduit, wiring and control were not included. This change item results in an additional cost of \$1,218.00 to the original contract amount. A change to the contract duration of 2 calendar days is required for this change item.

CPR No. 187 - Elevated Mop Sink at Administration Laboratory Building. This Change Proposal Request involves installation of an elevated mop sink in the Janitor's Closet located above the elevator machine room in the Administration/Laboratory Building in lieu of the floor mounted sink planned in the original design. During construction of the building, changes were made to prevent plumbing pipes from being installed above the elevator machine room located on the ground floor. The elevated mop sink allowed for the piping to be installed in the walls and above the second floor slab. This change item is a cost addition of \$3,309.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 188 - Change Elevator Machine Room Wall Rating. This Change Proposal Request involves modification of the Elevator Machine Room walls to a one-hour rated wall system and installation of a one-hour rated ceiling. As a result of the required re-work for the wall system, HDR has agreed to contribute \$597.00 toward completion of this change. HDR will reimburse the City for this cost in a future professional services invoice. This change item resulted in an overall cost addition of \$1,728.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 189 - Elevator Machine Room HVAC Unit. This Change Proposal Request involves revising the building heating and cooling system in the Administration/Laboratory Building to provide for a separate cooling system for the Elevator Machine Room. During construction of the building mechanical, it was identified that the ventilation, cooling and heating system would need to be separated from the remainder of the building to provide for the one-hour separation of the room from the rest of the facility. The ductwork planned for this space was not installed and instead a standalone, wall-mounted chilled-water cooling system was provided. This change item is a cost addition of \$8,640.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 190 - Garage AHU Platform Electrical Permit Revision. This Change Proposal Request involves modifications to the electrical systems supporting AHU-8202 located in the Collections Maintenance Garage. The electrical building inspection identified the need to install the OEM disconnect switch near the ceiling access hatch, provide a switched light fixture and a duplex GFCI outlet for use during maintenance of the equipment. This change item is a cost addition of \$1,718.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 191 - Hook-up Owner Furnished Pipet Washer. This Change Proposal Request involves installation of an Owner-furnished pipe washer in the Administration/Laboratory Building. This change item is a cost addition of \$737.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 192 - Install Owners' Lab Equipment. This Change Proposal Request involves installation of Owner-furnished equipment, including an autoclave and glassware washer, in the new Administration/Laboratory Building. This change item is a cost addition of \$822.00 to the modified contract amount. A change to the contract duration was not required for this change item.

CPR No. 193 - Modify Duct In Solids Handling Building. This Change Proposal Request involves modifications to ventilation ductwork in the existing Solids Handling Building basement. The modification of the duct was required to fit the new duct adjacent to existing process piping and the new 4 IN THS pipeline. This change item is a cost addition of \$753.00 to the modified contract amount. A change to the contract duration was not required for this change item.

CPR No. 194 - Isolation Valves at Steam Boilers. This Change Proposal Request involves installation of two 3 IN diameter globe valves on the boiler steam piping that were originally shown as butterfly valves on the project drawings. The change item involves the additional cost for the more expensive globe valves that were determined to be necessary for the steam application. This change item is a cost addition of \$1,751.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 195 - Pavement Grade Modifications. This Change Proposal Request involves resolution of a site drainage issue at the north side of the existing Sludge Pump House. A concrete stoop was required to be placed at the Sludge Pump House to enable raising the new asphalt grade to improve the drainage around the existing building. Additionally, an area drain was added to allow for proper drainage of an area that was previously inside the now demolished Sludge Pump House building. This change item is a cost addition of \$2,029.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 196 - Digester Control Building Light. This Change Proposal Request involves adding two light fixtures to illuminate the area below the Digester Control Building work platform. Additionally, three fixtures were relocated due to interferences with structural components and mechanical equipment. The original L4 light fixtures will be delivered to the City as spare fixtures. A change to the contract duration was not required for this change item.

CPR No. 197 - Digester Overflow Pipe at Solids Building Tie-in. This Change Proposal Request involves modification of a 12 IN digester overflow pipeline to match piping conditions in the field. The pipeline as-built drawings differed from field conditions and the new pipeline installation required two additional fittings and a new pipeline spool piece. This change item is a cost increase of \$1,981.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 198 - 2W Water in Digester Control Building. This Change Proposal Request involves extension of the 2W pipeline from the Utilidor to the northwest corner of the Digester Control Building. The installation of this pipeline allowed the City to complete a future 2W piping connection and avoid delay of the site paving. This change item is a cost increase of \$1,170.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 199 - Relocate TV Service Entrance Locations. This Change Proposal Request involves moving TV service locations within the Administration/Laboratory and Collections Maintenance Garage Buildings. The revised locations were determined after building occupancy to best meet City needs. This change item is a cost addition of \$1,076.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 200 - Relocate Biogas Sump Pump Control Panel. This Change Proposal Request involves installation of the Biogas Control Building sump pump control panel at-grade in a non-rated location in lieu of its original design location within the hazardous rated Biogas Control Building basement. The sump pump control panel specified, submitted and supplied to the site was not an explosion proof rated unit and required re-location that involved 43 additional electrician labor hours to implement. Although the original cost of the CPR presented by the contractor was \$4,040, the contractor agreed to share the cost for the installation since fabrication of a rated control panel was not required. This change item is a cost addition of \$2,020.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 202 - Water Heater for Eye Wash in Digester Control Building. This Change Proposal Request involves elimination of the on-demand hot water heater originally designed for the Digester Control Building restroom and installation of a new natural gas fired hot water heater capable of providing tempered hot water for the Digester Control Building emergency eyewash and shower and adjacent restroom. The new natural gas fired hot water heater requires installation of a natural gas supply pipeline and combustion air ventilation unit to allow for installation of the water heater at the desired ground level location adjacent to the emergency eyewash and shower system. Installation of the natural gas fired heater addresses the need for tempered hot water for the emergency shower unit that an on-demand unit cannot accommodate. This change item is a cost addition of \$7,002.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 203 - Additional HVAC Controls. This Change Proposal Request involves the addition of heating and ventilation systems controls, including components, wiring and programming, for the Administration/Laboratory Building and Collections Maintenance Garage. After building occupancy, the City requested that additional controls be incorporated into the project for added energy efficiency of the facilities. The added heating and ventilation systems controls in each building will allow night and weekend setback function, ON/OFF control of pumping and ventilation units and seasonal control of hot water and chilled water supply systems. This change item is a cost addition of \$2,125.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 204 - Administration/Laboratory Building Sound Improvements and Canopy Hood Shroud. This Change Proposal Request involves installation of a smaller hot water recirculation pump in the Administration/Laboratory Building mechanical room to address noise concerns, installation of drains in the exhaust ducts at the canopy hood and fume hood within the Administration/Laboratory Building, installation of a canopy hood shroud above the canopy hood to hide exhaust duct and associated repair and replacement of ceiling tiles.

Following startup of the Administration/Laboratory Building HVAC systems, nuisance sounds were identified by City staff. HDR conducted an independent evaluation of the issue and identified corrective actions to adequately address what were perceived to be excessive noise within the facility. Most of the identified corrective measures identified by HDR, including resolution of noisy restroom and laboratory exhaust fans, were addressed by the

Contractor at no additional charge to the City. A domestic hot water recirculation pump was identified to be over-sized and a contributed noise through vibration transmitted to the structure. The pump was replaced with a smaller unit to resolve the vibration-induced sound. HDR has agreed to contribute \$511.00 toward resolution of this issue due to the required re-work. HDR will reimburse the City for this cost in a future professional services invoice.

Also included in this change item is installation of separate drain lines on the discharge exhaust duct from the canopy and fume hoods supporting the laboratory. The original design provided for continuous operation of the ventilation units serving the hoods and zero pressure discharge hoods that would prevent rain/snow and condensate water accumulation within the exhaust ducts. With the addition of the ability to control the ventilation units for OFF operation (See CPR No. 203 above), the drains were necessary to ensure water accumulation will not occur within the exhaust ducts. Also included in this change is the installation of a stainless steel shroud for the laboratory canopy hood to conceal the exhaust ductwork and provide a less industrial installation. This change item is a cost addition of \$4,366.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 205 – Repair Leaking 6 IN CS Pipeline. This Change Proposal Request involves the repair of an existing circulated sludge pipeline associated with the existing Solids Handling Building. During excavation of the new Utilidor extension, the Contractor encountered the circulated sludge pipeline as expected. After new connections were made and backfilling occurred, the pipeline would not pass the required pressure test and it was determined it would require repair. The contractor originally claimed that the full cost of the pipeline repair should be treated as an additional cost to the project because they claimed the line was old, in poor condition, and likely leaking prior to excavation. HDR and City personnel observed construction activities and felt that the pipeline was disturbed and was likely damaged during construction activities. Both the City and Contractor, recognizing that each party's argument had merit, agreed to share the costs for the pipeline repair equally. This change item is a cost addition of \$1,915.00 to the original contract amount. A change to the contract duration was not required for this change item.

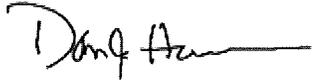
CPR No. 206 - Electrical Additions to LCP-2001. This Change Proposal Request involves additional electrical work associated with replacing the local control panel, LCP-2001, within the Preliminary Treatment Building. The Contractor claims that an additional 42.5 man-hours over their original estimate were required for installation of added relays for maintaining seamless process operation throughout the control panel change. The Contractor agreed to reduce the amount of their change proposal to approximately on-half, recognizing that some of the time requested should have been included as part of their original bid. The remaining contract time for this change item was associated with installation of added control relays to provide functions not included in the original design but determined to be necessary for the new installation. This change item is a cost addition of \$1,847.00 to the original contract amount. A change to the contract duration was not required for this change item.

Mr. Dave Shults
December 1, 2011
Page 10

CPR No. 207 - Sludge Pump House Stair Modifications. This Change Proposal Request involves resolving existing building elevations that were not as shown on the as-built drawings for the Sludge Pump House. The deeper than anticipated basement required one additional stair tread to make-up the difference which required the stair stringer to be modified as well to avoid the new process piping. Additionally, the landing pad for the stair to the roof had to be increased slightly to accommodate the mirrored stair layout. This change item is a cost addition of \$1,941.00 to the original contract amount. A change to the contract duration of 5 calendar days is required for this change item.

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

Sincerely,
HDR ENGINEERING, INC.



Dan J. Harmon, P.E
Project Manager



Michael Zeltner, P.E
Project Engineer

- c. David Keil, HDR Engineering, Inc.
Don McIntosh, Contractors Northwest, Inc.

Enclosures: Change Order No. 9 w/ associated CPRs



CHANGE ORDER NO. 9

OWNER: City of Coeur d'Alene, ID

DATE: December 1, 2011

CONTRACTOR: Contractors Northwest, Inc.

HDR PROJECT NO.: 134317

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

CONTRACT DATE: January 19, 2010

CONTRACT PERIOD: September 19 to December 1, 2011

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

Provide all materials, labor and equipment necessary for the work outlined in the 38 CPRs listed in the table below. CPRs, including back-up documentation, are attached to this Change Order.

<u>CPR</u>	<u>Description</u>	<u>Time Extension (Calendar Days)</u>	<u>Cost</u>
51	Ferric Chloride Piping And Mounting Modifications	0	\$7,267.00
55	Sludge Pump House THS and CEN Piping Modifications	0	\$2,197.00
90	Hose Bibbs at Exterior Locations	0	\$3,254.00
94	Primary Elements Modifications	0	\$528.00
111	Revise Condensate Receivers Location	0	\$1,304.00
137	Condensate Pump Wiring , Controls and Hydronics Improvements at Steam Boilers	24	\$22,972.00
138	Potable Water Supply to Polymer Blending Systems	0	\$3,103.00
139	Administration/Laboratory Building Men's Restroom Privacy Screen Replacement	0	\$1,567.00
140	Change Five Doors to Lockable Doors	0	\$2,582.00
145	Collections Maintenance Building Bent Plate Closure	0	\$2,600.00
161	Sludge Pump House and Solids Building Pipeline Repairs	0	\$7,707.00
162	Replace Mechanical Seals at Digester Recirculation Pumps	5	\$8,342.00
164	Waste Gas Burner Installation Additions	12	\$14,193.00
165	Repair 4 IN Centrate Line Under Pavement	0	\$4,253.00
175	Wiring for Gas Flow Meters on Steam Boilers and Polymer Blending System Alarms	10	\$2,091.00
184	Gate Post Upgrade and Gate Supports	4	\$4,363.00
185	Sludge Pump House Wall Modifications	4	\$8,168.00
186	Pump P-7002 Wiring	2	\$1,218.00
187	Elevated Mop Sink at Administration Laboratory Building	0	\$3,309.00
188	Change Elevator Machine Room Wall Rating	0	\$1,728.00
189	Elevator Machine Room HVAC Unit	0	\$8,640.00
190	Garage AHU Platform Electrical Permit Revision	0	\$1,718.00
191	Hook-up Owner Furnished Pipet Washer	0	\$737.00
192	Install Owner's Lab Equipment	0	\$822.00
193	Modify Duct in Solids Handling Building	0	\$753.00
194	Isolation Valves at Steam Boilers	0	\$1,751.00
195	Pavement Grade Modifications	0	\$2,029.00
196	Digester Control Building Light	0	\$906.00
197	Digester Overflow Pipe at Solids Building Tie-in	0	\$1,981.00

<u>CPR</u>	<u>Description</u>	<u>Time Extension (Calendar Days)</u>	<u>Cost</u>
198	2W Water in the Digester Control Building	0	\$1,170.00
199	Re-locate TV Service Entrance Locations	0	\$1,076.00
200	Re-locate Biogas Sump Pump Control Panel	0	\$2,020.00
202	Water Heater for Eye Wash in Digester Control Building	0	\$7,002.00
203	Additional HVAC Controls	0	\$2,125.00
204	Administration/Laboratory Building Sound Improvements and Canopy Hood Shroud	0	\$4,366.00
205	Repair Leaking Existing 6 IN CS Line	0	\$1,915.00
206	Electrical Additions to LCP-2001	0	\$1,847.00
207	Sludge Pump House Modifications.		\$1,941.00
Change Proposal Requests Total Amount		66	\$145,545.00

CHANGE ORDER SUMMARY

Contract Price:

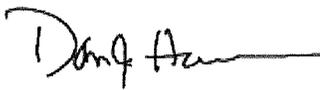
Contract Price prior to this Change Order	\$11,212,224.00
Net Increase/Decrease of this Change Order	\$145,545.00
Revised Contract Price with all Approved Change Orders	\$11,357,769.00

Contract Time:

	<u>Substantial Completion of Bid Item Nos. 2 and 3</u>	<u>Substantial Completion of All Work</u>	<u>Final Completion of All Work</u>
Contract Time Prior to this Change Order	410 Calendar Days	560 Calendar Days	600 Calendar Days
Net increase of this Change Order	0	66 Calendar Days	66 Calendar Days
Revised Contract Time With All Approved Change Orders	410 Calendar Days	626 Calendar Days	666 Calendar Days

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

Accepted for Contractor By: _____ Date: _____

Approved for HDR Engineering, Inc. By:  Date: December 1, 2011

Approved for Owner By: _____ Date: _____

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

STAFF REPORT

DATE: December 14, 2011
FROM: James Remitz, Utility Project Manager
SUBJECT: Approval and Award of Bid Proposal for the Purchase of a 2012 Dump Truck.

=====

DECISION POINT:

The Council may wish to approve and award the bid proposal from Freightliner of Idaho for \$126,556.00 to furnish a new, unused 2012 Dump Truck.

HISTORY:

The Wastewater Department, in keeping with a regular equipment replacement schedule, identified the need for this dump truck to replace a smaller aging truck in the FY 2011-2012 Wastewater Operating Fund budget. Bid specifications were developed, and bids were solicited in conformance with City of Coeur d'Alene Ordinances and Idaho State Statutes. The bids were opened December 13, 2011 and the results are as follows:

Western States Equipment	\$ 161,522.00
Freightliner of Idaho w/ Freedom Truck Centers, Inc.	\$ 126,556.00

PERFORMANCE ANALYSIS:

The Wastewater Department transports the bio-solids resulting from the wastewater treatment process from the Wastewater Treatment Plant (WWTP) site on Hubbard Avenue to the Compost Facility located on Julia St. on a daily basis. This new dump truck will replace the aging smaller dump truck and will also increase the volume of bio-solids material hauled per trip thereby increasing efficiency. The Wastewater Department has purchased similar Freightliner trucks and is satisfied with their performance and reliability.

FINANCIAL ANALYSIS:

Funding for this truck purchase is available within the Replacements Section of the approved 2011-2012 City of Coeur D'Alene Wastewater Operating Fund budget. Although the bid amount (\$126,566.00) is slightly higher than the amount budgeted in line item # 031-058-4354-7530 (\$122,000.00), due to savings in other recent equipment purchases, approval of this bid proposal will not increase the total Capital Outlay of the Wastewater Operating Budget.

RECOMMENDATION:

The Wastewater Department recommends the approval and award of the Bid Proposal from **Freightliner of Idaho with Freedom Truck Centers, Inc.** for the purchase of a new 2012 Dump Truck in the **amount of \$126,566.00**

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 12, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **V-11-6, Vacation of Alley Between Lots 16 & 17, Block 2, Taylor's Park Addition**

DECISION POINT

The applicant, Fort Grounds, LLC, is requesting the vacation of a fifteen foot (15') platted alley that lies between Lots 16 & 17, Block 2, of the Taylor's Park Addition adjoining River Avenue.

HISTORY

The Taylor's Park Addition subdivision which was platted in 1906, originally consisted of sixty four (64) residential lots, but now contains fewer than twenty (20) actual residences, one (1) commercial enterprise, and, portions of the North Idaho College. Over the past year, an infrastructure development project funded by the Lake City Development Corporation (LCDC), has constructed a new network of roads to provide access and service to this area, and that construction changed some points of access while eliminating others. The subject of this request is one of the points of access that was eliminated. The subject alley was previously accessible from River Avenue, however, that point of intersection is now gone.

FINANCIAL ANALYSIS

There is no financial impact to the City. Should the alley be vacated, a minor amount of additional tax revenue would be generated at the time that the County assesses the adjoiner for the increased property value (+/- 1900 s.f.).

PERFORMANCE ANALYSIS

The area requested for vacation is a fifteen foot (15') wide public alley that now terminates at the back of the newly installed River Avenue sidewalk. The reconstruction of River Avenue as part of the Education Corridor Phase 1A project, eliminated the through access for the alley due to the construction of the round-about at the Hubbard/River intersection. The upper portion of the alley now is accessible via an approach that was installed on Hubbard Street. The applicant wishes to enlarge the parking area for his commercial enterprise (Fort Grounds Grill) to the east of the alley, and should the vacation be approved, would construct a parking lot with the additional ground. The subject alley contains City sewer and water utility mains, which if the alley were vacated, would be contained in an easement as part of the vacation ordinance. This easement would allow unrestricted access to the City utilities in that area.

RECOMMENDATION

Recommendation to the Public Works Committee would be for staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on January 17, 2012.

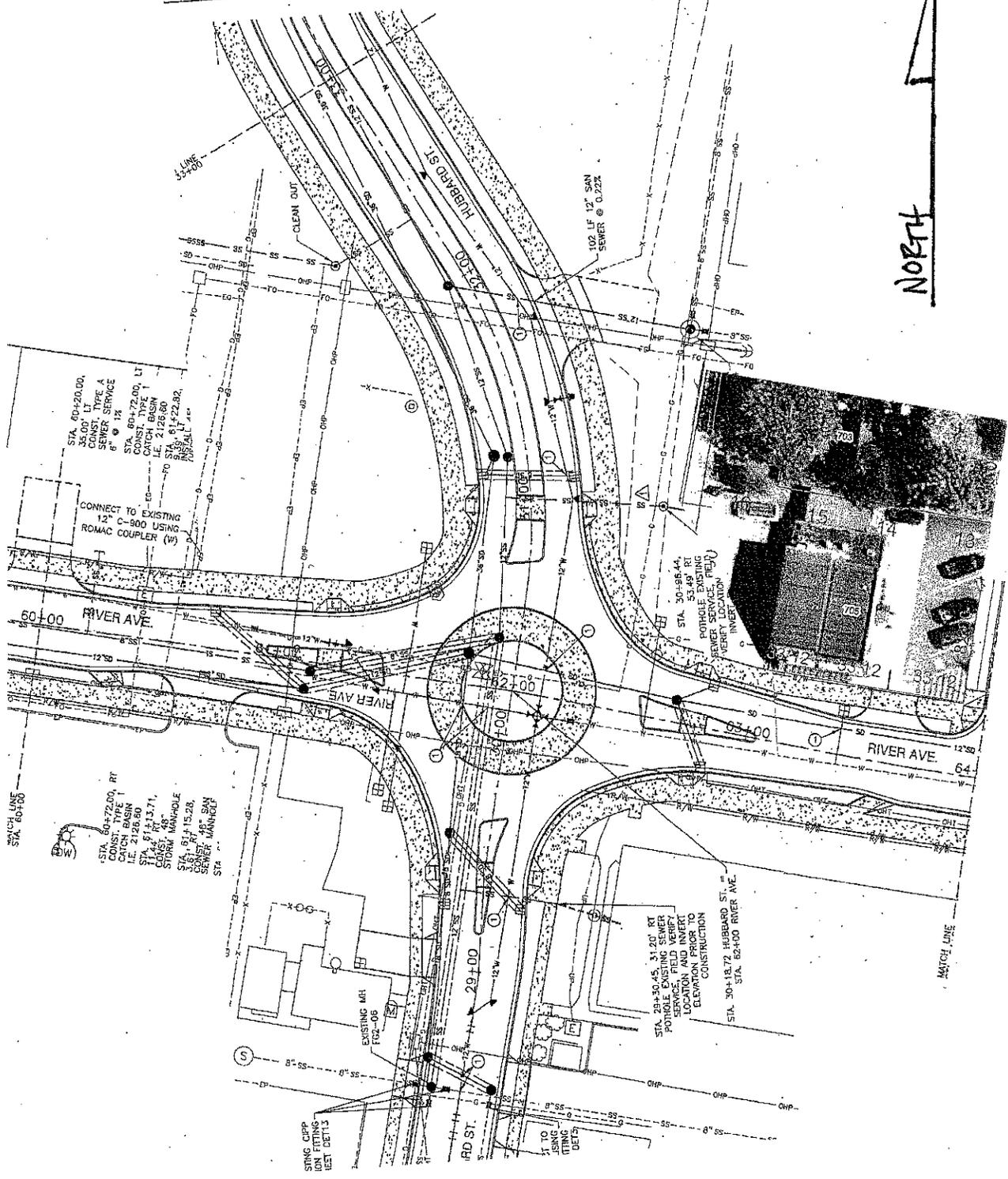
J-L-B ENG
 7825 Main
 Cour d'Alen
 Phone: 203-782-5000
 Fax: 203-782-5001
 WWW: www.jlbeng.com

STATE OF CONNECTICUT
 DEPARTMENT OF TRANSPORTATION
 ROAD & BRIDGE DIVISION
 PROJECT NO. 7825-01
 SHEET NO. 1A

TITLE: 2N CORRIDOR
 ND PROFILE
 - STA. 27+50 - 29+00

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NORTH



DATE: DECEMBER 14, 2011
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JANUARY 17, 2012

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-4-11	Applicant: North Idaho College Location: North of River Avenue and the existing campus and extends Northeast to Northwest Boulevard at the Hubbard Avenue Request: Zone change from LM (Light Manufacturing) to C-17(Commercial at 17 units/acre)	Recommended approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **January 17, 2012**

MEMORANDUM

DATE: December 13, 2011
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled February 7, 2012, to hear public testimony regarding the Community Development Block Grant (CDBG) Funding Plan Year 2012 Annual Action Plan, for the HUD CDBG funds directly allocated to the City of Coeur d'Alene.

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

December 12, 2011
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Dale Young, Item 3
Holly S. Holly, Item 5

STAFF PRESENT

Wendy Gabriel, City Administrator
Steve Anthony, Recreation Director
Kathy Lewis, Deputy City Clerk
Pam MacDonald, Human Resources Director
Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Kenny Gabriel, Fire Chief
Juanita Knight, Senior Legal Assistant

**Item 1. Lease Renewal – 11th Street Marina.
(Resolution No. 11-041)**

Wendy Gabriel is requesting Council approve the lease renewal with the 11th Street Dock Owners Association. Mrs. Gabriel said there has been a lease agreement with the Dock Owners Association to facilitate the operation of the Marina at 11th Street since 1960. A new 5 year lease term has been negotiated. The new lease agreement is largely consistent with the prior lease. It includes increases based upon the cost of living index, additional specific terms regarding the city's ability to moor an emergency vessel at the marina, and hold harmless and indemnification language to protect the City from having to defend or pay damages for a lawsuit arising out of the City's use of the moorage space.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 11-041 approving the lease renewal with the Eleventh Street Dock Owners Association for another 5-year term.

**Item 2. Contract Renewal – Youth Sports Photography.
(Resolution No. 11-041)**

Steve Anthony is seeking authorization to extend the photography services of legends Photography until January 1, 2014. Mr. Anthony reported that Legends have been the official photographer for the City all but 5 of the last 24 years. They are very easy to work with and staff is pleased with their customer service. Additionally, Legends has agreed to keep the price at \$8.00 for the basic picture package.

Tom Gallagher, owner of Legends, added that they also provide sponsors' plaques to the City at no charge, provide free team photos for the coaches, provide each player with a free photo button, sponsor teams in each of the City's recreation programs, and provides a college scholarship to 3 seniors in the community.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 11-041 approving the agreement renewal with Legends Photography through January 1, 2014.

Item 3. Selection of Artwork – Wastewater Treatment Plant.
(Resolution No. 11-041)

Steve Anthony reported that the Arts Commission has identified the locations for art in front of the Wastewater Treatment Plant. Twenty Five proposals were narrowed down to 4 artists. The committee selected two art pieces by Alan Dodge and Daly Young. The Arts Commission budgeted \$50,000 for art at the WWTP. The contract with Alan Dodge will be for \$35,000 and the contract with Dale Young will be \$15,000. The funds are dedicated funds and can only be used for public art. Construction will begin in January with a target installation date of June 3, 2012.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 11-041 approving contracts with Alan Dodge and Dale Young for the public art pieces entitled “Frolicking Iron Creatures” and “Totem of Life” as choses for the Wastewater Treatment Plant.

Item 4. Council Bill No. 11-1025 – Amendments to Taxi License.
(Agenda)

Kathy Lewis is requesting changes to Municipal Code Chapter 5.56 to incorporate changes to Taxi licensing to include the installation of an annual decal to assist officers and patrons to determine legal operators, add installation of the company name to the side of the vehicle, and requiring the City be named as an additional insured to provide notification of insurance cancellation.

Ms. Lewis went on to explain that for years there were only a few taxi companies operating in Coeur d’Alene. With the advent of population, along with the increase in denser bar operations in the downtown area, more taxi operators are appearing, and the business has become very competitive and especially late at night when patrons are willing to pay more. Some operator are infiltrating from Spokane, not licensed in Coeur d’Alene. Some are local , utilizing personal cars, and are also not licensed. We also have incurred the situation, where a taxi company will license some vehicles and operate others that are not licensed. and therefore have not undergone the required vehicle safety inspections. We also have had complaints that some taxi companies are obtaining insurance for licensing purposes, and as it is expensive, and are cancelling the insurance once the license is issued. By naming the City as additional insured, we will be notified whenever a policy is cancelled, either cancellation by the owner or for non-payment of premium. Another complaint from legal taxi operators are that they receive a call for service, and another company steps in and takes the patron stating that they represent the company that the patron called and not identify what company they really are.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Council Bill No. 11-1025 approving the proposed amendments to Chapter 5.56 entitled Taxicabs.

Item 5. 2013 Annual Action Plan – Community development Block Grant funds.
(Information Update Only)

Renata McLeod introduced to the Council Members, Holly S. Holly from PAC. Ms. McLeod then presented an Informational Update regarding the proposed 2012 Action Plan.

As noted in the staff report:

The City of Coeur d’Alene receives a direct allocation of HUD Community Development Block Grant (CDBG) funds. Each year the City is required to complete an annual action plan in accordance with the adopted citizen

participation plan. Staff felt that it was important to provide an update to the City Council regarding the proposed budget and timeline of public participation.

The HUD office has recommended that entitlement cities plan for an additional 15% cut in the budget for Plan Year 2012; therefore, staff has based the proposed budget on a funding amount of \$239,593. Final funding amount may not be known until April, however, the Action Plan is due to HUD 45 days prior to the end of the plan year (February 15, 2012). Additionally, a 30-day public comment period is required prior to submittal.

The public comment period shall begin on January 2, 2012 and run through February 2, 2012. A public workshop will be held on January 18, 2012 at 5:30 p.m. at Fire Station No. 3. A final public hearing will be held on February 7, 2012 for final approval of the plan, including any public input provided throughout the comment period.

The City has not been notified of its exact allocation amount for Plan Year 2012, and has been directed by HUD to estimate a 15% cut from the previous year's allocation, therefore staff estimates a funding level of \$239,593. The following is the proposed budget:

Funding amount	Line Item
\$100,000	Reimbursement to the City for purchase of 106 Homestead Avenue, affordable rental housing (7 units)
\$26,693	Sidewalk project – Harrison Avenue to be constructed Summer of 2013
\$40,000	Emergency Minor Home Repairs
\$25,000	3285 N. Fruitland Lane, North Idaho Housing Coalition septic tank removal, sewer line installation
\$47,900	Administration (PAC Contract, Advertising, brochures, training, Consolidated Plan Update)
\$239,593	

**Item 6. Sub-recipient Agreement – Community Action Partnership.
(Resolution No. 11-041)**

Renata McLeod is requesting Council authorize an Agreement with Community Action Partnership (CAP) for housing counseling services, through the use of CDBG funding totaling \$23,000. As noted in the Staff Report, the City of Coeur d'Alene conducted a competitive RFP process for the Plan Year 2010 and 2011 community grant dollars simultaneously. The process included the submittal of a grant application, review by the Ad Hoc Committee (March 25 and 26, 2010) and recommendations of the Ad Hoc Committee authorized at the June 1, 2010 City Council meeting, and further approved at the public hearing held July 6, 2010. Plan Year 2010 grant year agreement was executed and is nearing successful completion. Therefore, staff recommends approval for the Plan Year 2011 grant agreement. Due to a cut in Federal funding the amount of this contract is half the funded amount of the prior contract.

The CAP program is a comprehensive housing counseling program, designed to help people reach housing goals and solve housing problems. Activities will assist:

- ▶ people who have run into barriers purchasing a home or just want to be careful about it and seek help from a counselor (these barriers may include credit, down payments, and lack of affordability),

- ▶ those who are or may soon become delinquent on their house payments due to a hardship, such as loss of income or increased expenses (for example, seniors who have lost a spouse or employment and very much want to keep their homes, or persons who have been the victims of predatory lenders),
- ▶ seniors who may qualify for a Home Equity Conversation Mortgage (HECM) often referred to as a reverse mortgage (they are required to receive a certificate of counseling from a HUD approved counselor before they can proceed with a loan application),
- ▶ people who are having problems with a landlord, as counseling includes renter rights and responsibilities,
- ▶ clients who may be having difficulties with home maintenance, services to include connecting seniors or persons with disabilities, with programs that might help provide repairs or accessibility.

Common areas of concern are difficulties finding affordable rentals and problems getting a landlord to make repairs. Assistance includes help in writing a required notice to the landlord, and may include help with negotiations.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 11-041 approving an Agreement with Community Action Partnership (CAP) for housing counseling services, through the use of CDBG funding totaling \$23,000.

**Item 7. Housekeeping Amendments – Personnel Rules.
(Agenda)**

Pam MacDonald is requesting Council approve the proposed housekeeping amendments to the Personnel Rules as:

- Amending Rule XVIII: City Property, Section 2. Employees Not to be Party to Purchase or Sale of Property, adding language regarding found property by a city employee.
- Amending Rule XXI: Drug Policy, Section 4. Testing Guidelines, (d) Screening, updating screening list.
- Amending Rule VI: Applications and Applicants, Section 3. Disqualifications, In General, (h) adding additional disqualification per Idaho Code.
- Amending Rule XX: Reports and Records, Section 3. Destruction of Records, updating time frame language.

Mrs. MacDonald stated that at the December 20th City Council meeting, any interested party will be invited to speak to the Council regarding the proposed amendments. Mrs. MacDonald also said the notice was publicly posted in City Hall and distributed to all departments, and transmitted to all recognized Employee Associations at least ten (10) consecutive days prior to City Council consideration.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council approve the proposed housekeeping amendments to the Personnel Rules.

**Item 8. Area of City Impact – Cost Sharing.
(Resolution No. 11-041)**

Wendy Gabriel stated that Kootenai County has retained a consultant to start the process for negotiating the Area of City Impact agreements. The agreement involves Kootenai County, Cities of Rathdrum, Post Falls, Hayden, and Coeur d'Alene. As part of the agreement, the county is asking the Cities to share in the cost that will involve tasks 2.7 and 2.8 (as shown in the attached letter.) The 4 Cities have decided it is appropriate and

fair to share in the cost of the consultant to conduct these meetings. Mrs. Gabriel noted that if you don't have a consultant or someone spearheading the negotiations, it could take a long time to reach an agreement. The Cities will commit up to \$8,000. However, Mrs. Gabriel believes it will be less than that. The funding will come from the Planning Department - Professional Services budget.

Councilman Kennedy commented that as the Cities brought their concerns about the new Comp Plan, and how it's going to be implemented, where does she foresee this going regarding those changes and modifications and the city contributing to the resolution of it. He asked, do you find progress being made on these changes.

Mrs. Gabriel said that where those issues affect us, the City will have an opportunity through the process to have input. She does not believe the general layout of the Comp Plan is being changed.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 11-041 approving a Letter of Agreement with for Cost Sharing for Area of City Impact Consultant.

The meeting adjourned at 12:42 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

Date: November 7, 2011
To: General Services Committee and City Council Members
Subject: Taxi Licensing
From; Kathy Lewis, Deputy City Clerk

Decision Point: Should the City Council change Municipal Code Chapter 5.56 to incorporate changes to Taxi licensing to include the installation of an annual decal to assist officers and patrons to determine legal operators, add installation of the company Name to the side of the vehicle , and should the City be named as additional insured to provide notification of insurance cancellation.

History: For years there were only a few taxi companies operating in Coeur d'Alene, With the advent of population, along with the increase in denser bar operations in the downtown area, more taxi operators are appearing, and the business has become very competitive and especially late at night when patrons are willing to pay more. Some operator are infiltrating from Spokane, not licensed in Coeur d'Alene, and some are local , utilizing personal cars and are also not licensed. We also have incurred the situation, where a taxi company will license some vehicles and operate others that are not licensed. and therefore have not undergone the required vehicle safety inspections. We also have had complaints that some taxi companies are obtaining insurance for licensing purposes, and as it is expensive , and are cancelling the insurance once the license is issued. By naming the City as additional insured, we will be notified whenever a policy is cancelled, either cancellation by the owner or for non-payment of premium. Another complaint from legal taxi operators are that they receive a call for service, and another company steps in and takes the patron stating that they represent the company that the patron called and not identify what company they really are.

Financial Analysis: This should save time which equates to expense for Police to quickly identify legal versus illegal operators, rather than to have to ask for proof of licensing, and also quickly identify the name of a operating taxi company if needed, as they often are working with taxi issues during evening hours when it is dark. The cost for the decals would be absorbed in the licensing cost as a per vehicle fee. It may generate some revenue from companies currently operating illegally. Naming the City as additional insured may decrease risk to the city as we would be notified when insurance is cancelled, and could therefore revoke the license.

Performance Analysis

1. By requiring the company name on the side of the vehicle,, a patron can easily recognize what taxi company operates the vehicle they are securing a ride with.
2. By requiring a decal on the back window with the license expiration date, the police and patron can easily identify that they will be riding in a licensed vehicle
3. By requiring, a certificate of Insurance naming the City as an additional insured, the city will be notified in the event of a cancellation, and can revoke the license.
- 4 By requiring the decal in the back window, the taxi company may not add unlicensed vehicles or may not switch licenses from car to car. Each car would be identifiable with its own affixed numbered decal showing the expiration.
5. The City may deny a license or refuse to renew a license if provided any fraudulent information or the Company has failed to meet the requirements of any State of Idaho Statutes.

Decision Point: The City Clerk and City Police Captain are recommending approval by the City Council to the suggested changes to Chapter 5.56 of the Municipal Code regarding taxi licensing.

ORDINANCE NO. _____
COUNCIL BILL NO. 11-1025

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 5.56.010, 5.56.020, 5.56.040, 5.56.050, 5.56.070, 5.56.090, AND 5.56.100 TO AMEND THE DEFINITION OF TAXICAB AND OPERATOR, TO PROVIDE AN EXCEPTION TO THE LICENSING REQUIREMENT, CLARIFY LICENSING AND APPLICATION REQUIRMENTS, REQUIRE THE DISPLAY OF A LICENSE DECAL AND PROVIDE FOR THE REVOCATION OF LICENSES IN CERTAIN SITUATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 5.56.010, is hereby amended to read as follows:*

5.56.010: DEFINITIONS:

The following words and phrases when used in this Chapter shall have the meaning set out in this Section:

CRUISING: The driving of a taxicab on the streets, alleys or public places of the City in search of or soliciting prospective passengers for hire.

OPEN STAND: A public place alongside the curb of a street or elsewhere in the City which has been designated by the Chief of Police for use by taxicabs.

OPERATOR: Any individual, ~~employed by a taxicab company,~~ whose responsibility includes the ~~actual~~ operation of a taxicab.

TAXICAB: A chauffeur-driven ~~sedan~~ automobile that is configured by the manufacturer to seat less than ~~ten (10) five (5)~~ people behind the driver, ~~or a chauffeur-driven station wagon or a chauffeur-driven van,~~ and which is available on call to carry a passenger between two (2) points for a fare determined by a meter, zone system, or flat rate. This definition shall not apply to motor vehicles which transport lodgers as a service offered by an innkeeper as a portion of the passenger's lodging.

TAXICAB COMPANY: Any individual, partnership, or corporation whose business involves the operation of a taxicab, or taxicabs, in the City of Coeur d'Alene.

SECTION 2. *That Coeur d'Alene Municipal Code Section 5.56.020, is hereby amended to read as follows:*

5.56.020: LICENSE; REQUIRED:

No taxicab company, as defined in this Chapter, shall operate taxicabs for hire upon the streets of the City of Coeur d'Alene, without first having obtained a proper license from the City of Coeur d'Alene. Any taxi picking up any passenger in the Coeur d'Alene city limits is subject to the licensing requirements. EXCEPTION: If a person is picked up in another jurisdiction and delivering the person(s) within the City limits, the City license will not be required.

SECTION 3. *That Coeur d'Alene Municipal Code Section 5.56.040, is hereby amended to read as follows:*

5.56.040: LICENSE; FORM; ISSUANCE:

All taxicab company licenses shall be in such form as the City Council or the Council's designee may prescribe and shall contain the licensee's name, address, place of business, and phone number and the date of expiration of such license. Said license shall be issued to a specific person, partnership or corporation. The license shall be issued by the City Clerk and shall be for a term expiring on December 31 of each year. If the licensee's address or phone number changes at any point during the licensing period, the licensee must notify the City, in writing, of its new address or phone number within 10 business days.

Each taxi shall be required to display a numbered decal issued by the City indicating the expiration date of the license, which must be placed in the rear window visible to both the public and police.

Each vehicle used as a taxi shall have the name (as licensed) of the taxi plainly marked on both sides of the vehicle in no less than 12" x 16".

SECTION 4. *That Coeur d'Alene Municipal Code Section 5.56.050, is hereby amended to read as follows:*

5.56.050: LICENSE; FEE:

Upon submittal of an application for a taxicab company license, the applicant shall submit a fee for said license, which includes the cost of the vehicle decal, in the amount ~~shall be~~ set by resolution of the City Council.

SECTION 5. *That Coeur d'Alene Municipal Code Section 5.56.070, is hereby amended to read as follows:*

5.56.070: LICENSE; REVOCATION; DENIAL:

The City Council shall have the right to deny any application or revoke any license once granted or deny annual renewal thereof when it appears that any applicant or licensee has failed to comply with the provisions of this Chapter, any applicable provision of the Idaho State Statues concerning the operation of the taxicab company, or has provided false information to the City ~~or any licensee has violated provisions of this Chapter.~~ Prior to the revocation of any license or the denial of any license, application for a license or renewal thereof, written notice of the reasons for such action shall be given to the applicant or licensee by the City Clerk of the City of Coeur d'Alene. Such notice shall state that the applicant or licensee may request a hearing on such decision by the City Council within ten (10) days of receiving the notice. Should the applicant or licensee request a hearing within such ten (10) day period, the applicant shall be notified, in writing, by the City Clerk of the time and place of the hearing. Any taxicab company whose license has been revoked or denied may not apply for licensure for two (2) years.

SECTION 6. *That Coeur d'Alene Municipal Code Section 5.56.090, is hereby amended to read as follows:*

5.56.090: VEHICLE INSPECTION FOR SANITATION AND SAFETY STANDARDS:

Taxicabs to be used within the City of Coeur d'Alene shall be kept in good and proper mechanical order, and of sanitary and good appearance inside and outside. Inspection of the mechanical safety and sanitary condition of each vehicle shall be made by a ~~qualified~~ certified mechanic. A standard vehicle inspection form for each taxicab to be operated within the City limits of Coeur d'Alene shall be supplied by the City Clerk and, following an inspection, is to be filed with the City Clerk upon application for a new or renewed license.

SECTION 7. *That Coeur d'Alene Municipal Code Section 5.56.100, is hereby amended to read as follows:*

5.56.100: PROHIBITED ACTS BY TAXICAB OPERATOR:

- A. No driver shall solicit passengers for a taxicab except when sitting in the driver's compartment of the taxicab or while standing immediately adjacent to the curb side thereof ~~and then only~~ from the open stand provided for his vehicle as designated by the Chief of Police.
- B. No driver shall solicit patronage in a loud or annoying tone of voice or sign, or in any manner annoy any person or obstruct the movement of any person, or follow any person for the purpose of soliciting patronage.
- C. No driver shall cruise in search of passengers.

- D. No driver shall permit any person to occupy or ride in his taxicab, unless the person first employing the taxicab shall consent thereto.
- E. No driver shall permit more persons to be carried in a taxicab as passengers than safety allows, and in no case shall more than two (2) passengers be permitted to ride in the front seat with the driver.
- F. No driver shall solicit business for any hotel or motel or attempt to divert patronage from one to the other, nor shall any driver engage in selling intoxicating liquors or solicit business for any house of ill repute.
- G. Drivers of taxicabs shall not receive or discharge passengers in the roadway but shall pull up to the right-hand sidewalk as nearly as possible or in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers, except upon one-way streets, where passengers may be discharged at either right- or left-hand sidewalk, or side of the road in the absence of a sidewalk.

SECTION 8. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 9. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 10. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 11. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 20th day of December, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Section 5.56 TAXICABS

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 5.56.010, 5.56.020, 5.56.040, 5.56.050, 5.56.070, 5.56.090, AND 5.56.100 TO AMEND THE DEFINITION OF TAXICAB AND OPERATOR, TO PROVIDE AN EXCEPTION TO THE LICENSING REQUIREMENT, CLARIFY LICENSING AND APPLICATION REQUIRMENTS, REQUIRE THE DISPLAY OF A LICENSE DECAL AND PROVIDE FOR THE REVOCATION OF LICENSES IN CERTAIN SITUATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Section 5.56 TAXICABS, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of December, 2011.

Warren J. Wilson, Chief Deputy City Attorney

MEMORANDUM

DATE: December 7, 2011

TO: General Services Committee

FROM: Pam MacDonald
Human Resources Director

SUBJECT: Personnel Rule Amendments

DECISION POINT:

The General Services Committee is requested to recommend that City Council approve the attached proposed housekeeping amendments to the Personnel Rules.

- Amending Rule XVIII: City Property, Section 2. Employees Not to be Party to Purchase or Sale of Property, adding language regarding found property by a city employee.
- Amending Rule XXI: Drug Policy, Section 4. Testing Guidelines, (d) Screening, updating screening list
- Amending Rule VI: Applications and Applicants, Section 3. Disqualifications, In General, (h) adding additional disqualification per Idaho Code
- Amending Rule XX: Reports and Records, Section 3. Destruction of Records, updating time frame language

HISTORY:

As required by Personnel Rule I, Section 5, Rule IV, Section 2, and Rule V, Section 2 notice is hereby given that the City Council will consider the attached proposed amendments to the Personnel Rules at the **December 20, 2011** City Council meeting. At that meeting, any interested party will be invited to speak to the Council regarding the proposed amendments. The notice was publicly posted in City Hall and distributed to all departments, and transmitted to all recognized Employee Associations at least ten (10) consecutive days prior to City Council consideration.

FINANCIAL ANALYSIS:

There are no hard costs associated with these amendments.

PERFORMANCE ANALYSIS:

Our goal is to provide a consistent and clear document. Therefore, Personnel Rules are routinely reviewed and the recommended changes provide clarity and consistency with State statute, law or Federal requirements.

DECISION POINT/RECOMMENDATION:

The General Services Committee is requested to recommend that City Council approve the proposed housekeeping amendments to the Personnel Rules.

RESOLUTION NO. 11-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY AMENDING RULE XVIII: CITY PROPERTY, SECTION 2. EMPLOYEES NOT TO BE PARTY TO PURCHASE OR SALE OF PROPERTY, ADDING LANGUAGE REGARDING FOUND PROPERTY BY A CITY EMPLOYEE; AMENDING RULE XXI: DRUG POLICY, SECTION 4. TESTING GUIDELINES, (D) SCREENING, UPDATING SCREENING LIST; AMENDING RULE VI: APPLICATIONS AND APPLICANTS, SECTION 3. DISQUALIFICATIONS, IN GENERAL, (H) ADDING ADDITIONAL DISQUALIFICATION PER IDAHO CODE; AND AMENDING RULE XX: REPORTS AND RECORDS, SECTION 3. DESTRUCTION OF RECORDS, UPDATING TIME FRAME LANGUAGE.

WHEREAS, the need to revise various Personnel Rules, as noted above, has been deemed necessary by the City Council; and

WHEREAS, said Personnel Rules, Classification and Compensation Plan amendments have been properly posted 10 days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such rule amendments, attached hereto as Exhibit "A," be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the rule amendments attached hereto as Exhibit "A," be and is hereby adopted.

DATED this 20th 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 KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

Personnel Rules Amendments

The following amendments reflect housekeeping changes.

RULE XVIII: CITY PROPERTY

SECTION 2. Employees Not to be Party to Purchase or Sale of Property

- (a) City property shall not be purchased by City Employees, their spouse, members of their immediate household or a business in which the employee/spouse/household member has a financial interest.
- ~~(b)~~ The City shall not purchase any property from City employees, their spouse, members of their immediate household or a business in which the employee/spouse/household member has a financial interest.
- ~~(b)(c)~~ Found property by a City employee in the course of employment shall become City property and is subject to the provisions of this rule.

RULE XXI: DRUG POLICY

SECTION 4: Testing Guidelines

- (d) Screening: Drug testing will screen for the following substances:
 - Cannabinoids (Marijuana)
 - Cocaine
 - Opiates
 - Amphetamines
 - Phencyclidine (PCP)
 - Alcohol
 - Ecstasy

RULE VI: APPLICATIONS AND APPLICANTS

SECTION 3. Disqualifications, In General

The Human Resource Director at his/her discretion, may reject an application, refuse to examine an applicant, or after examination, may remove an applicants name from the eligible list for any of the following reasons:

- (a) The application demonstrates on its face that the applicant does not possess the minimum qualifications for the position; or
- (b) Dismissal from previous employment for delinquency or misconduct; or
- (c) Mental or physical unfitness, including failure of a pre-employment physical exam, for the position applied for; or
- (d) Dishonest or criminal conduct; or
- (e) Intentional false statement in any material fact or deception or fraud, in securing examination, certification, or appointment; or
- (f) Failure to disclose a conflict of interest; or
- (g) The applicant is related to an employee within the chain of command of the position applied for; or

EXHIBIT "A"

- (h) Per Idaho Code 18-1359, no person related to a Mayor or Council Member by blood or marriage within the second degree shall be appointed.
- (hi) Habitual use of illegal drugs or intoxicating liquors to excess.

Notice to applicants: If an employee becomes related or a promotion creates a chain of command conflict, every effort will be made to make an accommodation or transfer one or the other to an open position so that no conflict would exist. If no acceptable transfer or accommodation can be made to remove the conflict, the existence of the conflict will be deemed grounds for termination of one of the employees for cause.

RULE XIX: AUTHORIZATION AND PROCEDURES FOR EXPENSE REIMBURSEMENT

SECTION 2. Allowable Expenditures

- (a) Meals: A maximum allowance per day will be given depending on the destination, in accordance with the current IRS Publication 1542- and 463- Per Diem Rates For Travel Within the Continental United States. *The IRS publication is updated annually; this updated amount shall be the maximum allowable reimbursement rate.* (Current per diem rates can be found at the U.S. General Services Administration website: www.gsa.gov). The established per meal break down for reimbursement shall be utilized when submitting meal reimbursement through "Official Representation," or other like accounts, and when some, but not all, meals are included in the registration fee. In order to break down the per meal expenses, please use the following; breakfast 26%, Lunch 26%, and dinner 48%.

The maximum reimbursable amount for gratuity is fifteen percent (15%) of the allowable meal expense for the City employee.

Meals that are included in the registration fee of a seminar, conference, or a continental breakfast provided via the lodging accommodations etc., will not be reimbursed. If claimant attends a seminar or conference in which one or more meals are included in the registration fee, their daily maximum allowance amount will be adjusted according to the per meal break down percentage as indicated above. The only exception to this adjustment is claims submitted for reimbursement under "Official Representation." For instance, a daily local meal allowance may be claimed when claimant is required to attend a seminar, professional meeting, or other business meeting where no meal is provided, and only if it is necessary to meet with other organizations, not other city employees, to discuss business related topics. A valid receipt must be submitted and include details regarding with whom the lunch discussion took place and what was discussed.

- (b) Travel: Reimbursement for reasonable costs of business travel is authorized by this rule; however, such costs shall be approved in advance by the Department/Division Head. Travel costs such as parking, ferry, or bridge tolls are reimbursable. The City will not pay any fines associated with vehicular travel, such as parking tickets or traffic tickets.

If personal travel is combined with business travel, the traveling claimant shall be responsible for paying any increase in costs necessary to accommodate the personal

EXHIBIT "A"

- portion of the trip. If changes in travel plans occur as a result of City business requirements, the associated costs shall be paid by the City. Increases in costs of travel due to changes for personal convenience shall be borne by the claimant.
- (c) City Vehicle: Reasonable and necessary out-of-the-City costs of vehicle operation are authorized, such as gas, oil, and, under emergency conditions only, tires and necessary repairs.
 - (d) Personal Vehicle: Reasonable and necessary expenses shall be reimbursed at a rate per mile not to exceed the then-current maximum rate allowed by the Internal Revenue Service for business travel expense deductions (hereinafter referred to as the "I.R.S. RATE.") Any claimant receiving the I.R.S. RATE for use of a personal vehicle must pay for the gas; City gas cards cannot be used under those circumstances.
 - (e) Air Travel: Air travel on City-related business may be coordinated a travel agent or the individual department.
 - (f) Other Travel Expenses: Miscellaneous travel costs, which are reasonable and necessary such as bus, taxi, bridge, parking, ferry, are authorized for reimbursement by listing them on the reimbursement form, including valid receipts. Reasonable and necessary costs not exceeding \$25.00 may be reimbursed through petty cash in the Finance Department, with a valid receipt.
 - (g) ~~Out-of-State-City Related Business~~ or Overnight Travel: To be eligible for City reimbursement for ~~out-of-state city related business~~ and/or overnight travel expenses, ~~the one-way travel distance must be greater than forty (40) miles one of the following must be met.~~
 - ~~(1) The one way travel distance must be greater than 40 miles; or~~
 - ~~(2) Consecutive hours away from the work place must be greater than 12 hours.~~
 - (h) Lodging; Hotel/Motel Accommodations: The claimant must provide the final hotel bill showing the cost of the lodging and some documentation showing that the bill has been paid in full. The bill must be an itemized statement showing daily room charges, meals, telephone calls, and any other reimbursable expenses.
 - (i) Incidental Expenses: Reasonable and necessary incidental expenses include, but are not limited to, the following:

Allowable Incidental Expenses include but are not necessarily limited to: Laundry expenses if away from home one week or more, baggage checking, business telephone and FAX charges, one phone call home daily if the employee is away from home more than twenty-four hours, and business postage expenses.

RULE XX: REPORTS AND RECORDS

SECTION 3. Destruction of Records

Personnel files and payroll records shall be kept and maintained indefinitely. All other records relating to personnel, including correspondence, examinations and reports may be destroyed after a period of ~~one two~~ (12) years from their inception or as otherwise required by law.

October 24, 2011
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Iris Seigler, (Item 1)
Susie Freligh (Item 1)
Eric Keil, IDOC (Item 4)
Todd Butler (Item 4)
Pat Pace (Item 4)
Daniel Howell (Item 4)

STAFF PRESENT

Kathy Lewis, Deputy City Clerk
Troy Tymesen, Finance Director
Renata McLeod, Project Coordinator
Wendy Gabriel, City Administrator
Jon Ingalls, Deputy City Administrator
Brian Halvorson, Fire Inspector
Juanita Knight, Senior Legal Assistant

Item 1. Council Bill No. 11-1016 / Amendment to Childcare Regulations.
(Agenda Item)

On behalf of the Childcare Commission, Kathy Lewis is requesting changes to the childcare facility regulations to create consistent definitions and further expand ratio formulas incorporating a point system to comply with the new Idaho State Statues for childcare facilities. Mrs. Lewis said the City's point system will meet state regulations and in some cases are stricter since some facilities in the city are not large enough to have the number of children allowed by the state.

Councilman Edinger asked if childcare providers were given a chance to have input on these changes. Mrs. Lewis said they had two meetings in which providers were notified and some attended.

Local childcare provider and Childcare Commission Member, Susie Freligh, explained the State regulations for staff to infant ratio is 1to 6 infants or 12 points. The Childcare Commission is recommending an infant ratio of 1 to 4 infants. This recommendation is based on the safety of the children. The Commission also raised what is considered an infant to 14 months old rather than 12 months.

Councilman Bruning asked if a parent chooses not to immunize their child and file an exemption, are the other parents notified that those children have not been immunized.

Iris Siegler, Chairman of the Childcare Commission, responded that the State has an exemption form for anyone who does not want immunizations. If an outbreak would occur, the child who has had no immunization will have to stay home until the outbreak has totally subsided. The childcare provider should notify those parents that have the exemption. Providers are not required to notify the parents that a child has an exemption on file.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt CB 11-1016 amending the Childcare Licensing regulations as recommended by the Child Care Commission.

Item 2. Annual Audit Agreement / Fiscal Year ending September 30, 2011.
(Consent Resolution No. 11-037)

Troy Tymesen, Finance Director, is requesting approval to enter into the annual engagement agreement with Magnuson, McHugh & Company, PA, local accounting firm, to conduct the 2010-2011 Fiscal Year audit. Mr.

Tymesen explained that the City is required to have an annual audit to comply with the state statutes and the National Recognized Municipal Securities Information Repositories (NRMSIRs). The City solicited quotes for audit services from two other qualified municipal audit firms. One quote was received from a firm in Boise, and one was received from a firm in Spokane. Both of these quotes were over 22% higher than the proposal from Magnuson, McHugh. The financial plan for the City includes a budgeted amount of \$28,700 to cover the cost of the annual audit. This cost includes a Single Audit to be completed by Magnuson McHugh for grant reporting purposes as required by the U.S. Office of Management and Budget (OMB) Circular A-133. Mr. Tymesen added that Magnuson, McHugh has provided a quality audit for the City and its bond holders in the past and it is being done at a reasonable cost compared to other firms.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 11-037 approving an Annual Engagement Agreement with the Magnuson, McHugh & Company, PA accounting firm to conduct the 2010-2011 Fiscal Year audit.

**Item 3. Internal Policy / Community Development Block Grant Work Product.
(Consent Resolution No. 11-037)**

Renata McLeod, Project Coordinator, is requesting Council approve a policy regarding CDBG funding work product. Ms. McLeod explained that the City became a HUD CDBG entitlement community beginning in 2008. Funding has fluctuated between \$280,000 and \$340,000 over four years. Throughout each funding cycle, different types of projects have been assisted through the use of CDBG funding. Some projects are quickly funded, spent, and accomplishment data is collected, while other projects will be spread over several years. Throughout the first three years, City staff and PAC contractors have learned many HUD policies and how to best utilize work documents efficiently and effectively. Some work product requires signatures from City officials such as the annual certifications; however, other documents such as environmental reviews require only a city signature. The policy outlines those documents and their function and list who should sign those documents. In an effort to keep projects moving timely and within the framework of work product, several are recommended to be signed by staff. The internal policy will provide detailed information for the future of CDBG funding. Ms. McLeod noted that the Legal Department has reviewed the policy and agrees the documents outlined can be determined work product and do not require City Council action and/or signatures to be enacted.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 11-037 approving the Policy regarding CDBG funding work product.

**Item 4. Memorandum of Understanding / Department of Corrections (Discussion).
(Agenda Item on November 15th)**

Wendy Gabriel, City Administrator, explained that two weeks ago Mike Gridley, City Attorney presented to the Committee issues regarding the transitional home at 306 S. 17th Street. At that meeting the committee directed Legal to draft an MOU with IDOC and research other laws and regulations that other cities are using that might help solve some of the issues we are having here. Talking points that Mr. Gridley and IDOC have discussed for the Memorandum of Understanding (MOU) are as follows:

7 Key conditions to be included in the MOU:

1. All criminal transitions homes that house 2 or more DOC funded offenders must register with the city.
2. To be on the IDOC approved list for transitional housing, facility must comply with all city zoning, fire, and building codes. City will conduct a building inspection before the house is on the approved list.

3. Registration must list owners name and address with a 24 hour contact phone number. This would give neighbors a contact person to report any issues to.
4. Facility must agree to annual health and safety inspection by the City.
5. Placement of registered sex offenders must comply with state laws.
6. All facility must have house rules regulating the conduct of all residents and guests.
7. Outside appearance of facility must not detract from the general appearance of the neighborhood.
8. Notification process (added per Councilman Edinger request)

Eric Keihl, Department of Corrections, confirmed that the 7 key conditions, as read by Mrs. Gabriel, reflects accurately what the IDOC has agreed upon to this point.

Councilman Kennedy inquired how will the City maintain the information to keep track of the homes in a way that the citizens will have access to the information. Mrs. Gabriel thinks the city will keep this part of the program in the city clerk's office. They keep track of all the annual renewals and it would make sense to have this in their system. Another possibility would be having a link on the City's website that would list where, within the city limits, the transitional homes are.

Mr. Kiehl discussed the topic in which the neighbors are requesting to be notified who the residents are, specifically, and when a resident(s) changes. Mr. Kiehl said that he spoke with his legal department as well as the Attorney General and they feel it is important that they don't list the information of the particular residents and that this is for the safety and security of the resident. There are laws that govern the sex offender registry and you'll see those on the ISP website. There is a warning that says you are not allowed to use the information obtained by the site to harass or otherwise cause problems to the individuals. He does not believe the City would have sufficient legal coverage to be able to list the residents of the facilities without using this same warning on their website. Therefore, he believes this information should not be distributed to the public.

Councilman Edinger asked about the notification process for those citizens that don't use computers. Is there a way they can be notified when one of these homes are in their neighborhood.

Mr. Kiehl said this is not currently in the MOU but believes it could be worked into the registration process. Councilman Edinger said he believes this is important and would like to see that added to the MOU.

Councilman Bruning asked what are the teeth to the MOU if any of the conditions are violated. Mrs. Gabriel said it is not currently written out in the MOU but they would contact the DOC of the concern and give them a certain amount of time to remedy the situation. If not done, the home could be asked to be taken off the list. Mr. Kiehl said he would agree with that condition.

Mrs. Gabriel added that the Legal Department is still working on a City Ordinance that would address rules and regulations between the City and homeowners wishing to use their homes as transitional housing. This will come before the GS Committee at a later date.

Citizen Comments:

Todd Butler, 401 S. 18th Street, understands that it can be written into the city's zoning code that the definition of 2 or more residents would trigger a Conditional Use Permit. The Conditional Use Permit process would trigger the 300 foot notification process.

Pat Pace, 321 S. 17th Street, asked if these regulations would apply to existing homes. Mrs. Gabriel responded, yes. He also believes the notification process should be the home owners responsibility.

Daniel Howell, 316 S. 17th Street, asked for clarification of the public hearing process. She voiced her concern with the home in close proximity of Sorenson Elementary and hopes the city will address this. Ms. Howell believes there should also be an annual review of the demographics of the neighborhoods where these homes are as neighborhoods change, i.e. more children, daycare facility opens, etc.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, to direct staff to finalize the Memorandum of Understanding with the Idaho Department of Corrections and bring forward for approval at the November 15th City Council meeting.

The meeting adjourned at 12:47 p.m.

Respectfully submitted,

Juanita Knight

Recording Secretary

RESOLUTION NO. 11-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING, WITH THE IDAHO DEPARTMENT OF CORRECTIONS FOR CRIMINAL TRANSITIONAL HOUSING IN COEUR D' ALENE.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Memorandum of Understanding with the Idaho Department of Corrections, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to execute such Memorandum of Understanding on behalf of the City.

DATED this 20th 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 GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE
AND
IDAHO DEPARTMENT OF CORRECTIONS
FOR
CRIMINAL TRANSITIONAL HOUSING IN COEUR D'ALENE**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene ("CDA") and the Idaho Department of Corrections (IDOC) and is intended to document the parties' mutual agreement to cooperate in creating and abiding by rules that will foster the satisfactory housing of persons under IDOC's jurisdiction who's housing is funded by IDOC in the city of Coeur d'Alene.

II. RECITALS:

WHEREAS, the City of Coeur d'Alene is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, IDOC is a Department of the State of Idaho; and

WHEREAS, the goals of CDA and IDOC include providing safe and desirable neighborhoods for the residents of Coeur d'Alene as well as safe and desirable housing for persons under the jurisdiction of IDOC; and

WHEREAS, to achieve these goals it is necessary to have rules governing criminal transitional housing in Coeur d'Alene regarding the location of these houses, their appearance, size, number of residents, notification of neighbors, and compliance with CDA Zoning, Fire and Building codes and the Idaho Administrative Code; and

WHEREAS, it is the mutual desire of CDA and IDOC to memorialize their understanding and agreement with respect to their cooperation in creating and enforcing rules governing criminal transitional housing in Coeur d'Alene; and

WHEREAS, this MOU creates a mutually beneficial solution for all parties involved;

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. CDA hereby agrees to:

1. Maintain a list, available for public inspection, of criminal transitional homes that house two or more persons under IDOC jurisdiction who's owner or residents accept transitional funding from IDOC. The list shall include current information on the owner's name, address, telephone number and e-mail address.
2. Conduct annual health and safety inspections of criminal transitional homes that house two or more persons under IDOC jurisdiction who's owner or residents accept transitional funding from IDOC to ensure compliance with CDA Fire and Building codes.

B. IDOC hereby agrees to:

1. Require the owner of any criminal transitional home that houses two or more persons under the jurisdiction of IDOC who accepts transitional funding from IDOC to comply with all CDA Zoning, Fire and Building Codes and IDAPA 16.07.20 Section 396-02(a-g) as a prerequisite to receiving IDOC funding for housing any resident.
2. Refuse to allow the placement of any person under IDOC jurisdiction in a criminal transitional home housing two or more such person unless the owner of the home has been inspected by CDA and has complied with all CDA Zoning, Fire and Building Codes and IDAPA 16.07.20 Section 396-02(a-g).
3. Ensure that the placement of registered sex offenders complies with applicable state and federal laws.
4. Require the owner of any criminal transitional home that houses two or more persons under the jurisdiction of IDOC who accepts transitional funding from IDOC to establish and enforce house rules for the conduct of residents of the home.
5. Require that the owner of any criminal transitional home that houses two or more persons under the jurisdiction of IDOC who accepts transitional funding from IDOC must notify all property owners within 300 feet of the home of the presence of the home, the rules of the home and contact information of the owner.

6. Require that the owner of any criminal transitional home that houses two or more persons under IDOC jurisdiction who accepts transitional funding from IDOC to maintain the appearance of the outside of the home and yard in a manner that does not detract from the appearance of the adjoining neighborhood.

C. It is further agreed by CDA and IDOC:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified by mutual written agreement.
3. That each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this 20th day of December, 2011.

CITY OF COEUR D'ALENE

**IDAHO DEPARTMENT OF
CORRECTIONS**

Sandi Bloem, Mayor

Donald Kiel, District Manager

ATTEST:

ATTEST:

Susan Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of December, 2011, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 20__, before me, a Notary Public, personally appeared **Donald Kiel**, known to me to be the District Manager, respectively, of the **Idaho Department of Corrections** that executed the forgoing instrument and acknowledged to me that said Idaho Department of Corrections executed the same.

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

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

**December 12, 2011
PUBLIC WORKS COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers
Council Member Al Hassell
Council Member Deanna Goodlander

STAFF PRESENT

Amy Ferguson, Executive Assistant
Chris Bates, Eng. Project Mgr.
Jon Ingalls, Deputy City Administrator
Dave Shults, Capital Program Mgr.
Gordon Dobler, Eng. Svcs. Director
Warren Wilson, Deputy City Attorney
Dennis Grant, Eng. Project Mgr.
Troy Tymesen, Finance Director

**Item 1 V-11-6: Vacation of Alley Between Lots 16 & 17, Block 2, Taylor's Park
Addition
Consent Calendar**

Chris Bates, Engineering Project Manager, presented a request by the applicant, Fort Grounds, LLC, for the vacation of a fifteen foot (15') platted alley that lies between Lots 16 & 17, Block 2, of the Taylor's Park Addition adjoining River Avenue.

Mr. Bates noted in his staff report that the area requested for vacation is a fifteen foot (15') wide public alley that now terminates at the back of the newly installed River Avenue sidewalk. The reconstruction of River Avenue as part of the Education Corridor Phase 1A project, eliminated the through access for the alley due to the construction of the round-about at the Hubbard/River intersection. The upper portion of the alley now is accessible via an approach that was installed on Hubbard Street. The applicant wishes to enlarge the parking area for his commercial enterprise (Fort Grounds Grill) to the east of the alley, and should the vacation be approved, would construct a parking lot with the additional ground. The subject alley contains City sewer and water utility mains which, if the alley were vacated, would be contained in an easement as part of the vacation ordinance. The easement would allow unrestricted access to the city utilities in that area.

Councilman McEvers asked if the City gives up right-of-way, does it automatically go to the property owner. Mr. Bates said that it is up to the city council to determine how the property is distributed. He noted that North Idaho College has no interest in any part of the alley and the recommendation to council would be to vacate everything to Fort Grounds, LLC.

MOTION by Goodlander, seconded by McEvers to recommend that Council authorize staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and set a public hearing for January 17, 2012. Motion carried.

**Item 2 15th Street Reconstruction Project – Final Quantity Adjustments & Project
Closeout
Consent Calendar**

Chris Bates, Engineering Project Manager, requested the approval of the final quantity change order for the 15th Street Reconstruction project.

Mr. Bates noted in his staff report that the original contract amount for the project was \$453,060.30, which was below the engineer's original estimate of \$477,520.30; however, there were quantity adjustments that brought the final contract cost to \$540,420.89. This increase in the quantities and cost resulted from items that arose during that project that were unforeseen during the design phase. Funds for the coverage have been budgeted from the street overlay program.

Mr. Bates commented that the project finished up pretty much on schedule. There was a cost increase of about 18 percent, which is pretty unusual. There was a design change about mid-way through the project providing for (1) replacement of a concrete bikepath and replacement with asphalt due to elevation conflicts with the residential yards along its length, (2) increased excavation and embankment due to poor substrata conditions which resulted in suitable material import, (3) greater asphalt matchback at the middle school driveways to provide improved transition from the new approaches to the existing asphalt, and (4) greater road base quantities due to removal of unsuitable substrate in the existing road prism. This year's overlay budget will be amended once the change order is approved.

Councilman McEvers asked about the 20 year active life of the road and whether it was normal. Mr. Dobler said that it is the industry standard to design for a 20 year active life, but in reality it is more than that on the collectors and the residential streets. He further noted that they did core and soil samples, and durability tests of the base before they did the design and in the end saved money by using the base material that was there.

Councilman Hassell confirmed that the overlay program is based on a 20 year schedule. Mr. Dobler said that the city also has a rating system with inspections every two or three years. He noted that the city usually gets 30 years on residential streets before they become unusable.

Councilman Goodlander commented that it is a quality project and looks good.

MOTION by Goodlander, seconded by McEvers, to recommended Council approval of Resolution No. 11-041 approving the final change order in the amount of \$87,360.59 to the City's agreement with Coeur d'Alene Paving, for a total construction contract amount of \$540,420.89. Motion carried.

**Item 3 Construction Change Order #9 for WWTP Phase 5 B
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request to approve Change Order #9, for an increased cost of \$145,545 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,357,769.

Mr. Shults stated in his staff report that Change Order #9 includes thirty-eight additional changes to the plans and specifications that were made by project consultant, HDR Engineering and city staff. With the exception of several small changes that are currently being discussed, this change order is intended to capture all remaining changes that the construction contractor believes are eligible for payment. This

change order includes: eleven items that revised the design in the field to resolve constructability conflicts; six items to address unanticipated site conditions that the original design could not foresee; fifteen items requested by city staff to improve functionality, safety, operation, or maintenance; six items that revised the design in the field, which also provided added value to the facilities; and a sixty-six day time extension for completion of the work. HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary. Four change items required rework by the contractor, and HDR will provide credits for engineering services that will offset the mistakes.

Mr. Shults further noted in his report that the improvements include most recent technological advances to allow more efficient and reliable operation of the many interrelated treatment processes. The final cost of construction will be approximately \$1M less than the engineer's original cost estimate for the project, and approximately \$1M less than the average bid from all of the prequalified contractors who submitted bids.

Mr. Shults said that he anticipates one additional change order for this project. He further noted that he feels that the extension of time for completion is justified because the contractor is still working with a couple of change order items. Councilman Goodlander said that this contract has been very complex with a lot of changes and change orders and she feels that worrying about a few extra days is probably not anything to be too concerned about.

MOTION by McEvers, seconded by Goodlander, to recommend Council approval of Resolution No. 11-041 approving Change Order #9 in the amount of \$145,545.00 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,357,769.00. Motion carried.

Item 4 Addendum to Professional Services Contract for Preliminary Design of 15th Street – Phase 2

Agenda Item

Gordon Dobler, Engineering Services Director, presented a request for approval of an addendum to Lake City Engineering's existing contract on 15th Street for preliminary design of phase 2 of 15th Street. He noted in his staff report that the design and reconstruction of 15th Street has been taking place over the last several years. Lake City Engineering was hired in 2009 for the design and contract administration of the first phase and staff is now proceeding with the preliminary design of phase 2 from Harrison Avenue to Best Avenue. This is the last phase and will complete the project.

The cost for the preliminary design is \$62,360. This is a time and materials contract so the final amount could vary depending on what is necessary. This project is currently in the capital plan for next fiscal year; however there are funds currently available in impact fees. The current year's budget would need to be amended. Includes base mapping, topography, looking at right of way needs, looking at different alternatives, identifying utilities problems and conflicts, relocates. Avista is planning a utility update in that corridor and would like to coordinate with the city.

Mr. Dobler confirmed that the impact fees would pay for the preliminary design, but he anticipates that overlay funds would be used to construct the project. If the city were to use federal funds, it would probably delay the construction 5 to 10 years.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution No. 11- approving an Addendum to the contract with Lake City Engineering for Preliminary Design of Phase 2 of 15th Street, in the amount of \$62,360.00. Motion carried.

The meeting adjourned at 4:27 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: December 12, 2011
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Addendum to professional services contract for preliminary design of 15th Street-phase 2

DECISION POINT

Staff is requesting Council approval of an addendum to Lake City Engineering's existing contract on 15th Street for preliminary design of phase 2 of 15th Street

HISTORY

The design and reconstruction of 15th street has been taking place over the last several years. Lake City was hired in 2009 for the design and contract administration of the first phase, from Thomas Lane to Dalton Ave. That was completed this year and we are now proceeding with preliminary design of phase 2, from Harrison Ave to Best Ave. This is the last phase and will complete the project.

FINANCIAL ANALYSIS

The cost for the preliminary design is \$62,360. This is a time and materials contract, so the final amount could vary depending on what is necessary. This project is currently in the capital plan for next fiscal year; however there are funds currently available in impact fees. The current year's budget would need to be amended.

PERFORMANCE ANALYSIS

This stretch of 15th Street is a complicated and lengthier design process because it involves major utility relocations, stormwater issues, right of way acquisition, etc. Construction is tentatively scheduled in two years so we need to begin the design process as soon as possible. We have broken the design phase into two parts, preliminary and final. The reason for this is to better identify what specific issues will have to be resolved before we complete the design. Preliminary design includes identifying and coordinating with private and public utilities, topographic surveys, property boundary identification, geotechnical evaluations, and creation of a base map with potential roadway and utility alignments. The appropriate solutions will be identified and included in the final design. Right-of-way costs are not included in these estimates. Once a final design is selected we will proceed with right-of-way acquisition. We anticipate starting final design next summer.

RECOMMENDATION

Staff recommends approval of an addendum to Lake City Engineering's contract for preliminary design of 15th Street, from Harrison Ave to Best Ave, in the amount of \$62,360

RESOLUTION NO. 11-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LAKE CITY ENGINEERING, INC. FOR PHASE II DESIGN OF 15TH STREET.

WHEREAS, on November 16th, 2010 the City of Coeur d'Alene entered into an agreement with Lake City Engineering Inc. for Phase I Design of 15th Street; and

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Lake City Engineering, Inc, for Phase II Design of 15th Street pursuant to terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement for Phase II Design of 15th Street with Lake City Engineering, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 20th 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 HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
LAKE CITY ENGINEERING, INC.
for
PHASE II - DESIGN OF 15TH STREET

THIS Agreement, made and entered into this 20th 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 Lake City Engineering, Inc., an Idaho corporation, with its principal place of business at 3909 N. Schreiber Way, Suite 4, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definition. In this agreement:

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

B. The term "Consultant" means Lake City Engineering, Inc., 3909 N. Schreiber Way, Suite 4, Coeur d'Alene, ID 83815.

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

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

Section 3. Scope of Services.

A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

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

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

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 execution of this Agreement by the Mayor and shall be completed within **Three Hundred Sixty Five (365) days** thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant on a time and materials basis. The total sum is anticipated to be of **Sixty Two Thousand Three Hundred Sixty Dollars and NO/100 (\$62,360.00)**.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council. Payment shall be made by the City Finance Director.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall

at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

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

Section 11. Equal Employment Opportunity.

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

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

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

interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

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

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

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

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

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

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

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

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

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

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

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

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

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

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

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

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

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 five hundred thousand dollars (\$500,000.00). 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. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

LAKE CITY ENGINEERING, INC.

Sandi Bloem, Mayor

By _____
Its _____

ATTEST:

ATTEST:

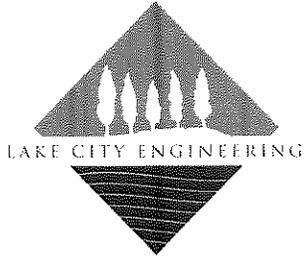
Susan K. Weathers, City Clerk

Name/Title

15TH STREET RECONSTRUCTION PROJECT - PHASE 2

Harrison Avenue to Best Avenue

Attachment "A" - Scope of Work Summary



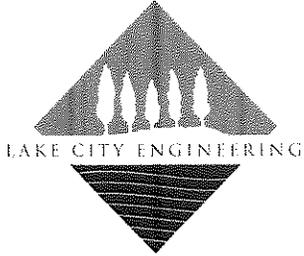
TASK	DESCRIPTION
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0)	PROJECT ADMINISTRATION
-----------	-------------------------------

- | | |
|--|--|
| | <ul style="list-style-type: none">a. Review project & preliminary research.b. Define Scope of Work.c. Prepare man-hour estimates.d. Coordination with City.e. Contract negotiations with City. |
|--|--|

1)	COORDINATION WITH UTILITIES
-----------	------------------------------------

- | | |
|--|---|
| | <ul style="list-style-type: none">a. Coordinate with all utility companies and City Departments of pending project and obtain special construction criteria.b. Request utility maps from all utility companies including City departments (Streets, Storm, Water and Wastewater) and include into preliminary layout drawings.c. Coordinate engineering design utility locates for Pre-construction and topographic survey.d. Determine utility conflicts and propose best solution to resolve conflict issues.e. Revisit with City Departments and all utility companies and coordinate necessary utility relocates and conflict issues based on preliminary layout plans.f. Verify preliminary layout plans with all utility companies and City "in the field" and develop and document a clear understanding of scope of any relocated utility work, timing, and responsible party. Follow-up with utility companies to determine if utility improvements will be considered.g. Coordinate and attend Utility Meeting with City. |
|--|---|



2) **PRE-CONSTRUCTION AND TOPOGRAPHIC SURVEY**

- a. Research and collect As-builts, Record Drawings and infrastructure maps within project limits.
- b. Research and collect Deeds, Records of Surveys and Plats for existing R/W and easements.
- c. Determine site constraints/project limits.
- d. Establish survey control network – horizontal and vertical.
- e. Perform topographic survey and collect field data, existing ground and other physical features and obstructions that may influence the project design.
- f. Inventory and survey “dip” all storm and sewer manholes and catch basins. Identify any potential conflict problems with existing City infrastructure.
- g. Inventory and dip all water valve boxes and document depths for potential catch basin and storm drain conflicts.
- h. Verify existing utility information with Utility Companies.
- i. Locate and tie existing property monuments and PLSS monuments.

3) **PRELIMINARY DESIGN**

- a. Compile data from pre-construction and topographic survey into ACAD format.
- b. Compile utility maps, record information and City infrastructure maps into existing base map.
- c. Identify any utility, stormwater and sewer manhole, catch basin and storm drain conflicts and provide detail for City.
- d. Identify any conflicts with fences, landscaping and trees.
- e. Identify any potential right of way issues and provide City w/ detail for coordination with property owner.
- f. Establish underground and surface plan and profile to match into all existing streets intersections and sidewalks/ curbs and gutters within 15th Street project limits
- g. Determine where sidewalks and curbs and gutters will need to be replaced, repaired or installed.
- h. Field verify existing information and compare with preliminary layout plan.
- i. Evaluation of existing facilities and new infrastructure improvement needs .
- j. Develop a preliminary routing plan, new and relocated utility layouts, and storm drain and surface improvements and submit to City.
- k. Coordinate and meet with various City departments to determine if design coincides with City Master Plans.



- l. Analyze existing storm drain infrastructure and examine stormwater alternatives.
- m. Determine stormwater limitations and necessary improvements and discuss with City staff.
- n. Develop conceptual design for headworks of storm drain at Hattie and 15th.

4)

FINAL ENGINEERING DESIGN

- a. Compile preliminary layout plans and incorporate preliminary City and Utility comments.
- b. Design surface improvements based on City approved preliminary layout plans.
- c. Design stormwater improvements and headworks to storm drain based on City approved preliminary layout plans.
- d. Design driveway approaches and sidewalk pedestrian facilities, and traffic signs to minimize transition issues.
- e. Prepare an Erosion and Sediment Control Plan.
- f. Prepare a temporary traffic control plan.
- g. Prepare a striping and signage plan.
- h. Coordinate with Utility companies during final design and identify all utility conflicts.
- i. Submit construction plans that outline which utilities will need to be relocated.
- j. Compile all comments to date and Redline and draft construction plans.
- k. QA/QC.
- l. Prepare and submit 90% construction plans to City and utility companies for comments and/or approvals.
- m. Coordinate and meet with City departments to go over 90% construction plans and incorporate comments.
- n. Review returned City redline comments and implement changes as necessary.
- o. Make final changes to construction plans and resubmit with City redline comments.
- p. Prepare quantity take offs and probable construction costs from construction plans and submit to City.
- q. Upon approval, burn (1) CD for construction purposes.

* Boundary and R/W Surveys are not included in this Scope. Any Boundary or R/W Survey can be negotiated on a T&M Basis as needed and directed by the City.

15th STREET RECONSTRUCTION PROJECT - PHASE 2

Harrison Avenue to Best Avenue

Attachment "B" - Labor Estimate

DESIGN Service Provided	Prospective #		11-046			Coordination with Utilities			Preconstruction & Topographic Survey			Preliminary Design			Final Engineering Design		
	Project #		11-046			Task 1			Task 2			Task 3			Task 4		
	Hourly Rate	Total Days	Total Fees For Service	Days	Fees	Notes	Days	Fees	Notes	Days	Fees	Notes	Days	Fees	Notes		
Professional Engineer	\$130	18	\$18,720.00	1.0	\$1,040.00		1.0	\$1,040.00		6.0	\$6,240.00		10.0	\$10,400.00			
Project Engineer	\$85	57	\$38,760.00	3.0	\$2,040.00		4.0	\$2,720.00		20.0	\$13,600.00		30.0	\$20,400.00			
Drafting Technician	\$75	66	\$39,600.00	4.0	\$2,400.00		2.0	\$1,200.00		30.0	\$18,000.00		30.0	\$18,000.00			
Professional Land Surveyor	\$130	6	\$6,240.00	0.0	\$0.00		3.0	\$3,120.00		2.0	\$2,080.00		1.0	\$1,040.00			
Clerical/Administrative	\$45	6	\$2,160.00	2.0	\$720.00		0.5	\$180.00		0.5	\$180.00		3.0	\$1,080.00			
Survey Crew	\$150	10.5	\$12,600.00	0.0	\$0.00		10.5	\$12,600.00	Title	0.0	\$0.00	Plans	0.0	\$0.00	Plans		
Miscellaneous Cost	-	-	\$1,600.00		\$0.00			\$1,000.00			\$400.00			\$200.00			
Subtotal:			\$119,680.00		\$6,200.00			\$21,860.00			\$40,500.00			\$51,120.00			
Contract Total:			\$119,680.00		\$6,200.00			\$21,860.00			\$40,500.00			\$51,120.00			

Drew C. Dittman, P.E. _____ Date

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: TAMI STROUD, PLANNER
DATE: DECEMBER 20, 2011
SUBJECT: ZC-5-11 - ZONE CHANGE FROM R-17 TO C-17
LOCATION: +/- 1.2 ACRE PARCEL AT 188 & 196 W HAYCRAFT AVENUE

DECISION POINT:

Scott L. Poorman, Attorney at Law is requesting approval of a Zone Change from R-17 (Residential at 17 units/acre) to C-17 (Commercial at 17 units/acre).

SITE PHOTOS:

- A. Aerial photo

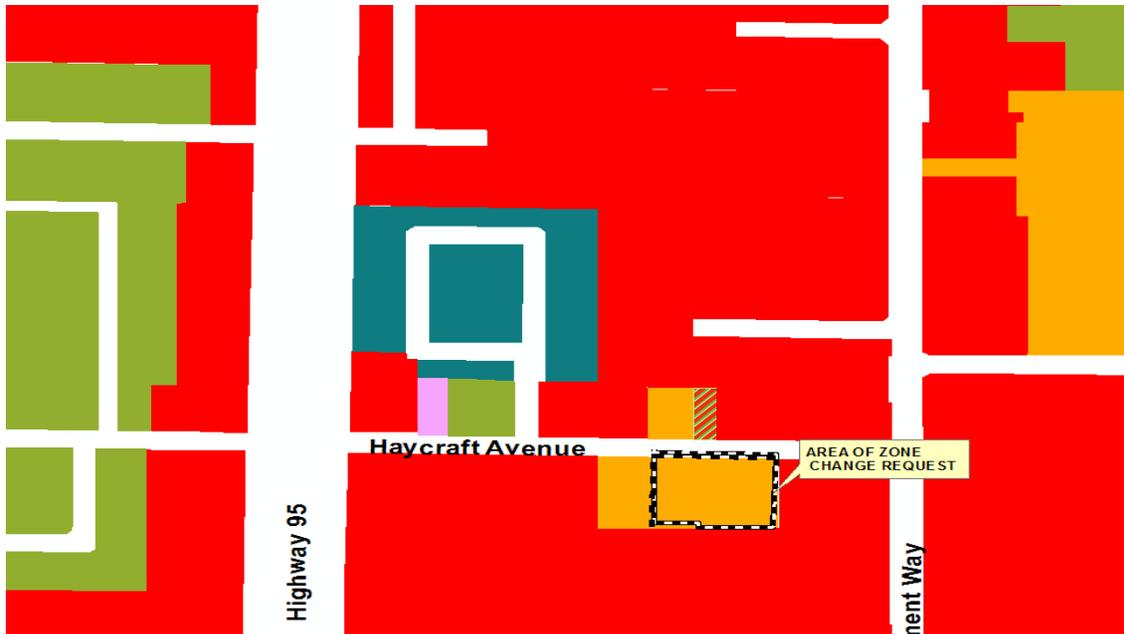


- B. Area of zone change request

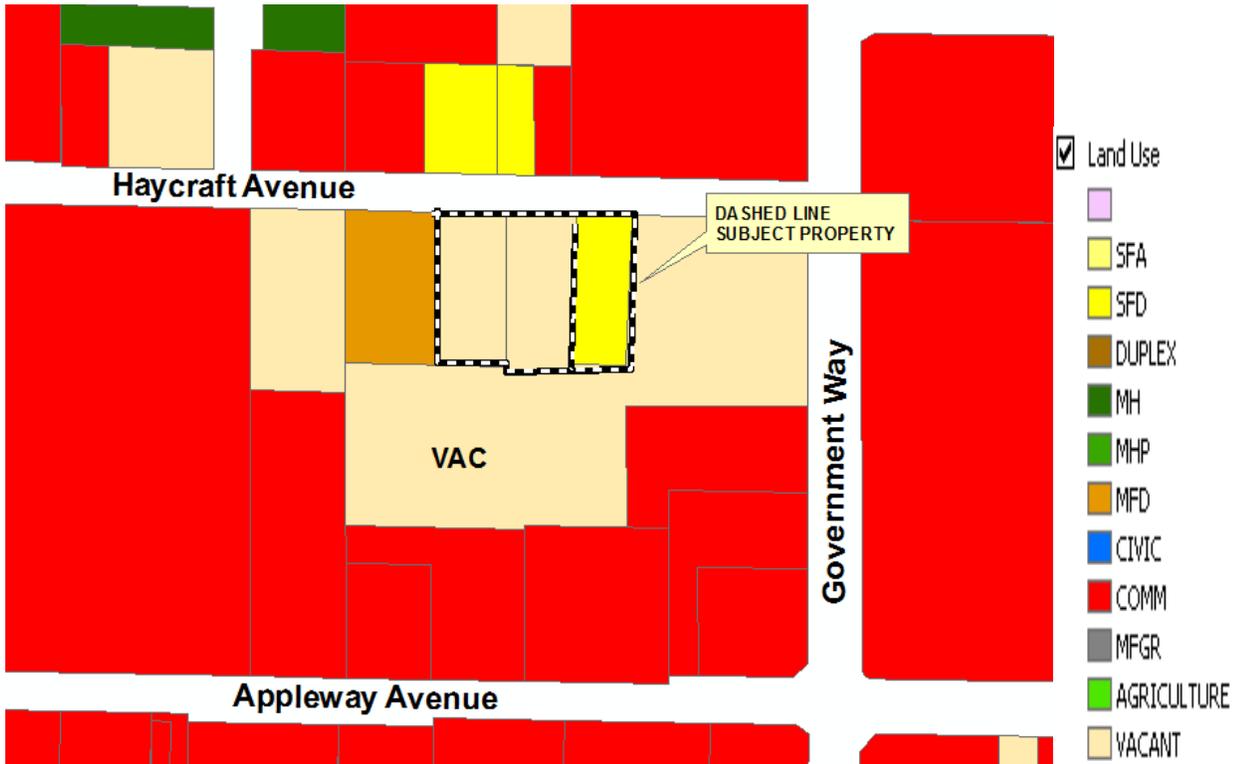


GENERAL INFORMATION:

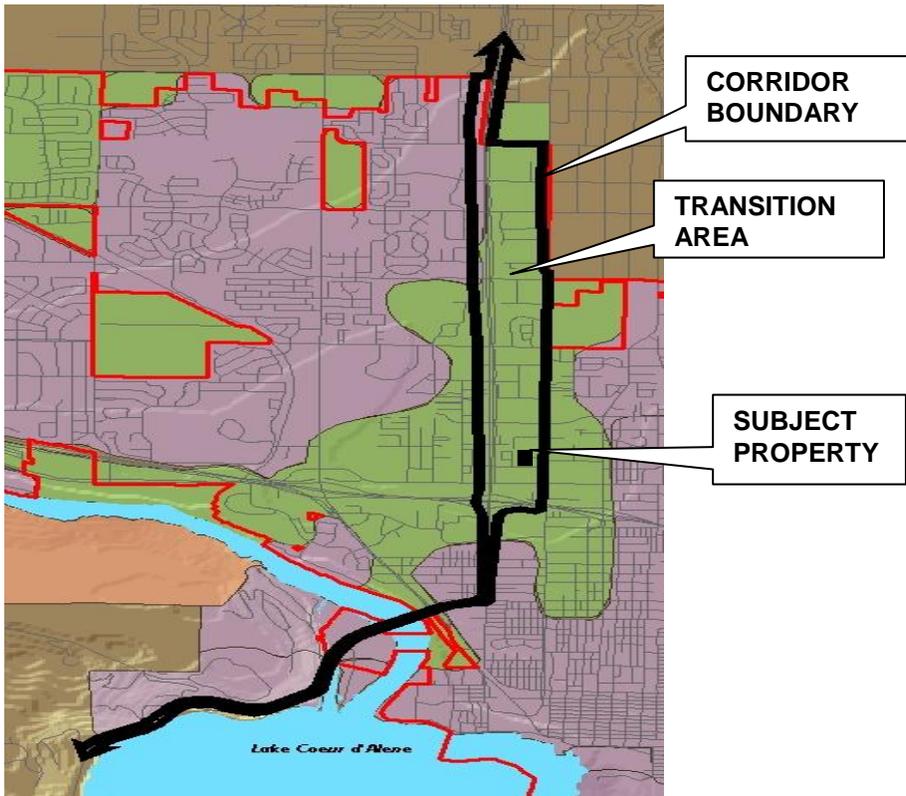
A. Zoning:



B. Generalized land use pattern:



C. 2007 Comprehensive plan designation – Transition –US 95 Corridor



US 95 Tomorrow:

The city of Coeur d' Alene will be working during the next planning period until the year 2027 with the Idaho Department of Transportation to design an efficient transportation system through the city.

- D. Applicant: Scott L. Poorman, Attorney at Law
- E. Owner: Union Gospel Mission
P.O. Box 2871
Coeur d'Alene, ID 83814
- F. Existing land uses in the area include residential – mobile homes, mobile home park, single-family, multi-family, commercial, manufacturing and vacant land.
- G. A portion of the subject property is being developed as the Union Gospel Mission site and a single-family dwelling on the other.
- I. On November 8, 2011, the Planning Commission approved the requested zone change by a vote of 4 to 0.

PERFORMANCE ANALYSIS:

- A. Zoning ordinance considerations:

Approval of the zone change request to C-17 would intensify the potential use of the property by increasing the range of uses allowed by right and special use permit. The existing R-17 zone and proposed C-17 zone are listed for comparison purposes:

R-17 Zoning District:

1. Purpose

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.

This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

2. Uses permitted by right

- Single-family detached housing
- Duplex housing
- Pocket residential development
- Multi-family.
- Home occupations.
- Administrative.
- Public recreation.
- Neighborhood recreation.
- Essential service (underground)
- Childcare facility.
- Community education.

3. Uses permitted by Special Use Permit:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded the establishment which it is to serve; this is not to be used for the parking of commercial vehicles.
- Boarding house.
- Commercial film production.
- Commercial recreation.
- Community assembly.
- Community organization.
- Convenience sales.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Juvenile offenders facility.
- Ministorage facilities.
- Mobile home manufactured in accordance with section 17.02.085 of this title.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Rehabilitative facility.
- Religious assembly.
- Residential density of the R-34 district as specified.
- Three (3) units per gross acre density increase.

C-17 Zoning District:

4. **Purpose and Intent:**

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

5. **Uses permitted by right:**

- Single-family detached housing (as specified by the R-8 District).
- Duplex housing (as specified by the R-12 District).
- Cluster housing (as specified by the R-17 District).
- Multiple-family (as specified by the R-17 District).
- Home occupations.
- Community education.
- Essential service.
- Community assembly.
- Religious assembly.
- Public recreation.
- Neighborhood recreation.
- Commercial recreation.
- Automobile parking when serving an adjacent business or apartment.
- Hospitals/health care.
- Professional offices.

- Administrative offices.
- Banks and financial institutions.
- Personal service establishments.
- Agricultural supplies and commodity sales.
- Automobile and accessory sales.
- Business supply retail sales.
- Construction retail sales.
- Convenience sales.
- Department stores.
- Farm equipment sales.
- Food and beverage stores, on/off site consumption.
- Retail gasoline sales.
- Home furnishing retail sales.
- Specialty retail sales.
- Veterinary office.
- Hotel/motel.
- Automotive fleet storage.
- Automotive parking.
- Automobile renting.
- Automobile repair and cleaning.
- Building maintenance service.
- Business support service.
- Communication service.
- Consumer repair service.
- Convenience service.
- Funeral service.
- General construction service.
- Group assembly.
- Laundry service.
- Finished goods wholesale.
- Group dwelling-detached housing.
- Mini-storage facilities.
- Noncommercial kennel.
- Handicapped or minimal care facility.
- Rehabilitative facility.
- Child care facility.
- Juvenile offenders facility.
- Boarding house.
- Commercial kennel.
- Community organization.
- Nursing/convalescent/rest homes for the aged.
- Commercial film production.

6. **Uses allowed by special use permit:**

- Veterinary hospital.
- Warehouse/storage.
- Custom manufacturing.
- Extensive impact.
- Adult entertainment sales and service.
- Auto camp.
- Residential density of the R-34 district as specified.
- Underground bulk liquid fuel storage-wholesale.

- Criminal transitional facility.
 - Wireless communication facility.
7. **Evaluation:** As indicated by the zoning, land use and zone changes maps, this area has been changing from a residential to a commercial area for many years with the C-17 zone now being the most common zoning designation and commercial land uses the predominate use in the area.

Finding #B8A: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as Transition – US 95 Corridor, as follows:

A. Transition:

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

B. US 95 Corridor:

The city of Coeur d'Alene will be working during the next planning period until the year 2027 with the Idaho Department of Transportation to design an efficient transportation system through the city.

C. The characteristics of the US 95 Corridor will be:

- Ensuring that access to businesses along the highway corridor is protected.
- Ensuring the city is not divided by this highway.
- Designing a system for the safe and efficient traffic flow through the city with a separate arterial for through traffic.
- Encouraging retention and planting of native variety, evergreen trees.
- Anticipating that US 95 traffic will be possibly diverted to a future bypass.
- Careful planning is needed to the south of Coeur d'Alene due to the continued development of Blackwell Island.
- Careful planning is needed to the south of Coeur d'Alene because access to these areas is limited to the US 95 bridge over the Spokane River.
- Retaining and expanding landscaping along both I-90 and US 95.
- Provide for safe crossings of US 95 for pedestrian and bicycle traffic.

Significant policies for your consideration:

- Objective 1.06 - Urban Forests:

Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.
- Objective 1.08 - Forests & Natural Habitats:

Preserve native tree cover and natural vegetative cover as the city's dominant characteristic.
- Objective 1.11 - Community Design:

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 1.14 - Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- Objective 2.01 - Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.
- Objective 2.02 - Economic & Workforce Development:

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.
- Objective 3.01 - Managed Growth:

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.
- Objective 3.05 - Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.10 - Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.
- Objective 3.16 - Capital Improvements:

Ensure infrastructure and essential services are available for properties in development.
- Objective 4.01 - City Services:

Make decisions based on the needs and desires of the citizenry.

➤ Objective 4.02 - City Services:

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

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

B. Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.

SEWER:

Public sewer is of adequate capacity to support applicant's request. In addition, we would request, as part of the building permit application, a revised site plan showing sewer service locations be submitted for our review.

Submitted by Jim Remitz, Utility Project Manager

WATER:

The Water Department has no concerns for the proposed zone change request at 188/196 W. Haycraft Avenue.

Evaluation:

The water infrastructure necessary to support this has been installed.

Submitted by Terry Pickel, Assistant Water Superintendent

ENGINEERING: The Engineering Department had no issues with the zone change request.

Submitted by Chris Bates, Engineering Project Manager

FIRE: There are no issues with the zone change request.

Submitted by Bryan Keating, Fire Inspector

C. Finding #B10: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

There are no physical constraints such as topography that would make the subject property unsuitable for development.

D. Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

The neighborhood character and land uses in the commercial corridor along Appleway is in transition from single-family residential to commercial development.

Evaluation: The City Council must determine what affect the proposed C-17 zoning would have on traffic, land uses and the character of the surrounding area.

E. Proposed conditions: NONE

F. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 2007.

Transportation Plan

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

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

Manual on Uniform Traffic Control Devices.

Coeur d'Alene Bikeways Plan

ACTION ALTERNATIVES:

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

Applicant: Scott Poorman
Location: 188 & 196 W. Haycraft
Request: A proposed zone change from R-17 (Residential at 17 units/acre)
to C-17 (Commercial at 17 units/acre)
QUASI-JUDICIAL (ZC-5-11)

Planning Director Yadon presented the staff report, gave the mailing tally as 2 in favor, 0 opposed, and 2 neutral and answered questions from the Commission.

There were no questions for staff.

Public testimony open:

Scott Poorman, applicant representative, P.O. Box 2871, commented that a lot has happened to this site since this was approved by the Planning Commission last year. He commented that the staff report covered all issues and would like to compliment Planner Stroud on her assistance on this project. He commented that this request is more of a "housekeeping issue" to get the northern part of the parcel to have the same zoning as the southern parcel. He explained that he wants to place an auxiliary building on the northern parcel and if approved will submit an amended site plan with that change. He then asked if the commission had any questions.

There were no questions for the applicant.

Motion by Bowlby, seconded by Evans, to approve Item ZC-5-11. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Planning Commission on, November 8, 2011, and there being present a person requesting approval of ZC-5-11; a request for a zone change from R-17 (Residential at 17 units/acre) to C-17 (Commercial at 17 units/acre).

APPLICANT: SCOTT L. POORMAN

LOCATION: +/- 1.2 ACRE PARCEL AT 188 & 196 W HAYCRAFT AVENUE

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential – mobile homes, mobile home park, single-family, multi-family, commercial, manufacturing and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-17 (Residential at 17 units/acre)
- B4. That the notice of public hearing was published on, October 22, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, October 24, 2011, which fulfills the proper legal requirement.
- B6. That 25 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, October 21, 2011, and 4 responses were received: 2 in favor, 0 opposed, and 2 neutral.
- B7. That public testimony was heard on November 8, 2011.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

This is a transition area and is expected to change within the planning period. It is also in the US 95 corridor and has sufficient transportation. In the next planning period they are expecting the character of US 95 corridor there to have businesses, a highway plan and a very populated area as far as traffic right now.

Objective 1.12 - Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 - Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

This is a diverse area and a mix. It is very compatible with the use that's being proposed on this property.

Objective 2.02 - Economic & Workforce Development: Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

This is an area where individuals will come and support workforce development and also create housing for businesses around this area.

B9. That public facilities and utilities are available and adequate for the proposed use.

This is based on that sewer and water is adequate and that Engineering & Fire did not have any issues.

B10. That the physical characteristics of the site make it suitable for the request at this time.

There are no physical restraints such as topography that would make this incompatible.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses.

This is a commercial corridor along Appleway and is in transition from single family to commercial development with minimal impact to the area.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of SCOTT POORMAN for a zone change, as described in the application should be approved.

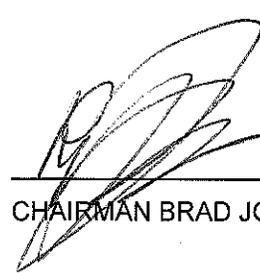
Motion by Bowlby, seconded by Evans, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Evans	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes

Commissioner Soumas was absent.

Motion to approve carried by a 4 to 0 vote.



CHAIRMAN BRAD JORDAN

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on December 20, 2011, and there being present a person requesting approval of ITEM: ZC-5-11, a request for a zone change from R-17(Residential at 17 units/acre) to C-17 (Commercial at 17 units/acre).

APPLICANT: SCOTT L. POORMAN

LOCATION: +/- 1.2 ACRE PARCEL AT 188 & 196 W HAYCRAFT AVENUE

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential – mobile homes, mobile home park, single-family, multi-family, commercial, manufacturing and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-17 (Residential at 17 units/acre)
- B4. That the notice of public hearing was published on, December 3, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, December 2, 2011, which fulfills the proper legal requirement.
- B6. That 25 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on December 2, 2011, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on December 20, 2011.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

B10. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time because

Criteria to consider for B10:

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

B11. That the proposal **(would) (would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **(and) (or)** existing land uses because

Criteria to consider for B11:

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of SCOTT POORMAN for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Bruning	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 10/31/2011	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/2011
<u>General-Designated</u>	\$393,418	\$1,548	\$166	\$394,800
<u>General-Undesignated</u>	4,339,767	2,471,741	4,728,478	2,083,030
<u>Special Revenue:</u>				
Library	(9,720)	8,813	100,484	(101,391)
CDBG	(13,462)	17,185	19,996	(16,273)
Cemetery	17,021	22,010	19,117	19,914
Parks Capital Improvements	310,852	2,612	24,355	289,109
Impact Fees	2,276,974	32,117	21,923	2,287,168
Annexation Fees	2,964	12,751		15,715
Insurance	1,554,622	369	30,466	1,524,525
Cemetery P/C	1,862,603	23,375	34,674	1,851,304
Jewett House	19,863	4	986	18,881
KCATT	3		3	-
Reforestation	4,741		10,362	(5,621)
Street Trees	167,640	10,534	10,500	167,674
Community Canopy	304	440	297	447
CdA Arts Commission	601		6	595
Public Art Fund	99,633	20		99,653
Public Art Fund - LCDC	527,496	106		527,602
Public Art Fund - Maintenance	134,545	27	1,898	132,674
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	379,250	3,861		383,111
LID Guarantee	121,248	39		121,287
LID 124 Northshire/Queen Anne/Indian Meadows	167			167
LID 127 Fairway / Howard Francis	-	3,932		3,932
LID 129 Septic Tank Abatement	172			172
LID 130 Lakeside / Ramsey / Industrial Park	3,004			3,004
LID 146 Northwest Boulevard	50,983			50,983
<u>Capital Projects:</u>				
Street Projects	8,032	1	1,119	6,914
<u>Enterprise:</u>				
Street Lights	52,663	39,573	49,986	42,250
Water	1,065,279	520,963	438,374	1,147,868
Water Capitalization Fees	1,503,183	16,662		1,519,845
Wastewater	9,305,135	1,081,523	1,124,620	9,262,038
Wastewater-Reserved	1,185,291	27,500		1,212,791
WWTP Capitalization Fees	188,922	22,343		211,265
WW Property Mgmt	60,668			60,668
Sanitation	(149,160)	261,370	249,498	(137,288)
Public Parking	850,205	10,588	8,282	852,511
Stormwater Mgmt	423,569	92,781	78,929	437,421
Wastewater Debt Service	43	536,512	536,555	-
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	205,357	160,098	206,134	159,321
LID Advance Payments	108	40		148
Police Retirement	1,401,674	19,941	49,882	1,371,733
Sales Tax	1,827	1,252	1,827	1,252
BID	180,084	3,420	20,000	163,504
Homeless Trust Fund	473	441	473	441
GRAND TOTAL	\$28,528,042	\$5,406,492	\$7,769,390	\$26,165,144

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTH ENDED
 30-Nov-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2011	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$199,267	\$30,821	15%
	Services/Supplies	10,645	1,041	10%
Administration	Personnel Services	509,809	86,199	17%
	Services/Supplies	4,560	657	14%
Finance	Personnel Services	612,255	102,651	17%
	Services/Supplies	86,480	4,841	6%
Municipal Services	Personnel Services	908,242	151,539	17%
	Services/Supplies	483,894	130,728	27%
	Capital Outlay	13,640		
Human Resources	Personnel Services	214,257	36,846	17%
	Services/Supplies	26,500	795	3%
Legal	Personnel Services	1,319,612	224,133	17%
	Services/Supplies	91,533	7,881	9%
	Capital Outlay	60,000		
Planning	Personnel Services	434,394	76,035	18%
	Services/Supplies	23,850	959	4%
Building Maintenance	Personnel Services	277,058	47,649	17%
	Services/Supplies	131,207	24,764	19%
	Capital Outlay			
Police	Personnel Services	8,682,213	1,368,717	16%
	Services/Supplies	804,799	53,170	7%
	Capital Outlay	100,450	162	0%
Fire	Personnel Services	7,177,070	1,065,059	15%
	Services/Supplies	376,013	19,247	5%
	Capital Outlay			
General Government	Services/Supplies	131,750	131,000	99%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services	152,311	22,633	15%
	Services/Supplies	91,507	3,693	4%
COPS Grant	Personnel Services	170,843	36,089	21%
CdA Drug Task Force	Services/Supplies	36,700	249	1%
	Capital Outlay			
Streets	Personnel Services	1,678,695	266,922	16%
	Services/Supplies	442,075	23,979	5%
	Capital Outlay	50,000	9,723	19%
ADA Sidewalk Abatement	Personnel Services	179,604	22,050	12%
	Services/Supplies	40,300	226	1%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTH ENDED
 30-Nov-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2011	PERCENT EXPENDED
Engineering Services	Personnel Services	453,118	77,409	17%
	Services/Supplies	476,125	86,954	18%
	Capital Outlay			
Parks	Personnel Services	1,267,823	164,106	13%
	Services/Supplies	417,750	27,987	7%
	Capital Outlay	9,000		
Recreation	Personnel Services	628,342	89,478	14%
	Services/Supplies	135,000	4,361	3%
Building Inspection	Personnel Services	685,687	112,612	16%
	Services/Supplies	21,545	2,776	13%
Total General Fund		<u>29,615,923</u>	<u>4,516,141</u>	<u>15%</u>
Library	Personnel Services	1,020,775	163,475	16%
	Services/Supplies	173,850	40,783	23%
	Capital Outlay	90,000	6,262	7%
CDBG	Services/Supplies	297,600	33,208	11%
Cemetery	Personnel Services	164,489	24,466	15%
	Services/Supplies	84,975	6,774	8%
	Capital Outlay			
Impact Fees	Services/Supplies	925,000		
Annexation Fees	Services/Supplies	133,000	133,000	100%
Parks Capital Improvements	Capital Outlay	676,600	85,815	13%
Insurance	Services/Supplies	234,000	34,551	15%
Cemetery Perpetual Care	Services/Supplies	98,000	16,225	17%
Jewett House	Services/Supplies	17,790	1,035	6%
Reforestation	Services/Supplies	3,000	13,277	443%
Street Trees	Services/Supplies	75,000	4,500	6%
Community Canopy	Services/Supplies	1,200	297	25%
CdA Arts Commission	Services/Supplies	6,650	7	0%
Public Art Fund	Services/Supplies	189,600	1,898	1%
KMPO	Services/Supplies	350,000		
Total Special Revenue		<u>4,541,529</u>	<u>565,573</u>	<u>12%</u>
Debt Service Fund		<u>1,500,680</u>		

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTH ENDED
 30-Nov-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2011	PERCENT EXPENDED
River / NW Blvd Intersection	Capital Outlay	1,750,000		
Govt Way - Dalton to Hanley	Capital Outlay	2,700,000	24	0%
Govt Way - Hanley to Prairie	Capital Outlay	418,000		
Govt Way - sewer & water LID	Capital Outlay			
Howard Street - North	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay		1,095	
McEuen Field Project	Capital Outlay	2,677,000		
Kathleen Avenue Widening	Capital Outlay	25,000		
Total Capital Projects Funds		7,570,000	1,119	0%
Street Lights	Services/Supplies	575,021	91,990	16%
Water	Personnel Services	1,589,394	269,406	17%
	Services/Supplies	3,987,557	165,205	4%
	Capital Outlay	1,817,500	139,109	8%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,271,589	362,450	16%
	Services/Supplies	6,875,920	165,691	2%
	Capital Outlay	7,538,880	331,845	4%
	Debt Service	1,073,110	536,512	50%
WW Capitalization	Services/Supplies	802,750		
Sanitation	Services/Supplies	3,229,772	506,625	16%
Public Parking	Services/Supplies	177,957	11,965	7%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	435,690	80,173	18%
	Services/Supplies	681,938	23,394	3%
	Capital Outlay	300,000	11,265	4%
Total Enterprise Funds		32,207,078	2,695,630	8%
Kootenai County Solid Waste		2,200,000	205,357	9%
Police Retirement		194,000	33,081	17%
Business Improvement District		137,200	20,000	15%
Homeless Trust Fund		6,100	473	8%
Total Fiduciary Funds		2,537,300	258,911	10%
TOTALS:		\$77,972,510	\$8,037,374	10%