

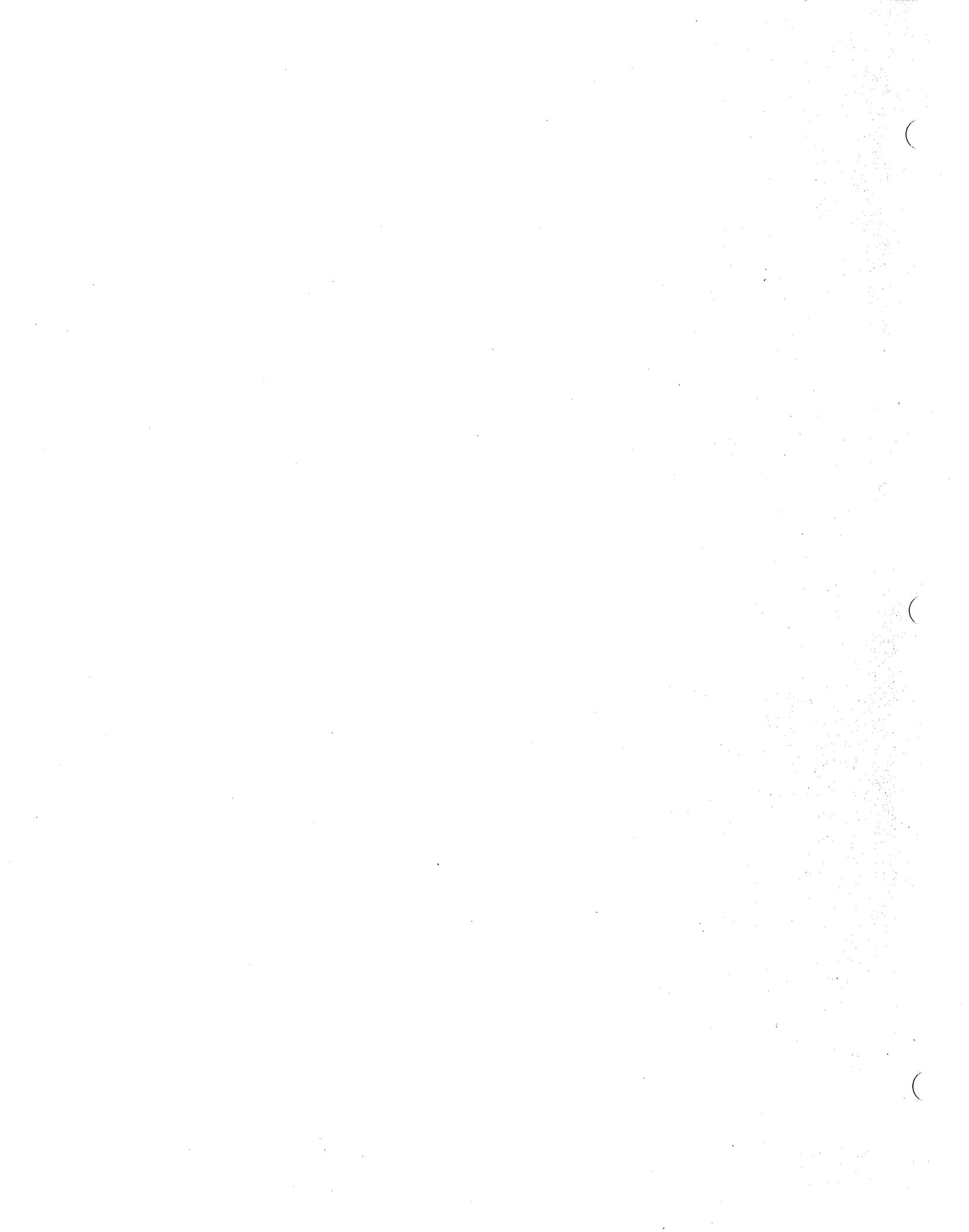
Coeur d'Alene CITY COUNCIL MEETING

January 3, 2006

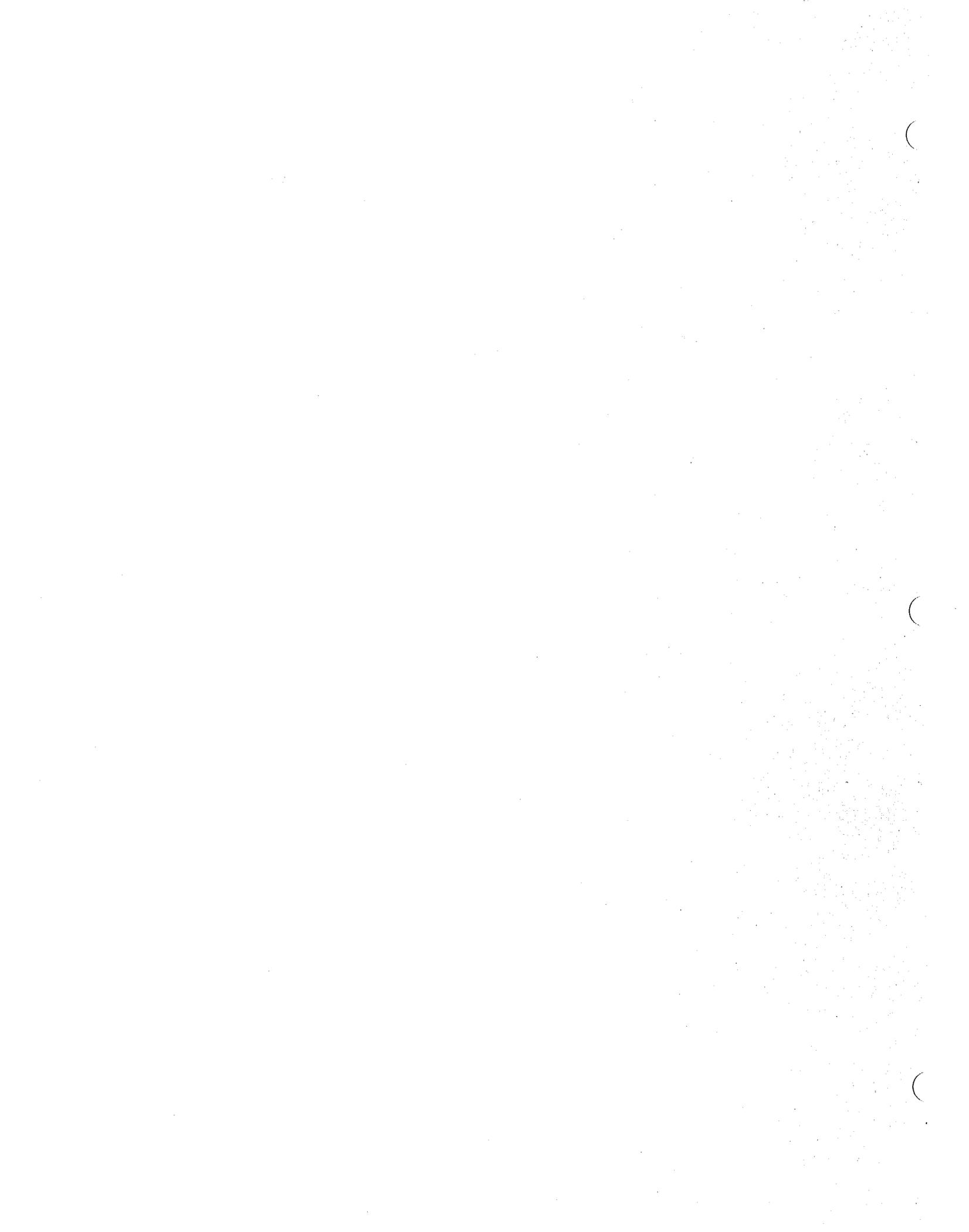
MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy



CONSENT CALENDAR



MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL,
DECEMBER 20, 2005

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 Hall, December 20, 2005 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Woody McEvers)	
Deanna Goodlander)	
Dixie Reid)	
Ben Wolfinger)	
Loren Edinger)	

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

INVOCATION was led by Robert Fetvite.

PLEDGE OF ALLEGIANCE: Council President Reid led the pledge of allegiance.

PUBLIC COMMENTS:

JON INGALLS COMMENDED: Merlin Berger, 2468 W. Pole Road, Post Falls, commended Jon Ingalls for his efforts in organizing the downtown street closures and parades. He believes that the Council made a wise decision of making Jon Ingalls Deputy City Administrator. He also believes that Tim Martin should be hired as the Street Superintendent.

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

1. Approval of minutes for December 6, 2005.
2. The Public Works Committee and General Services Committee are cancelled for December 26, 2005
3. 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 RATIFYING THE TRANSFER OF PERMANENT PUBLIC RECORDS TO THE STATE ARCHIVES; APPROVAL OF AN AMENDMENT TO THE BY LAWS FOR THE YOUTH ADVISORY COUNCIL; APPROVAL OF A SOLE SOURCE PROCUREMENT OF SPILLMAN SOFTWARE PROGRAMS FOR THE POLICE DEPARTMENT; APPROVAL OF A CONTRACT WITH SPRINT FOR THE POLICE DEPARTMENT; APPROVAL OF THE EMPLOYEE BENEFIT PROGRAMS/BENEFIT PLAN

CHANGES AND RENEWAL RATES; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH LMN ARCHITECTS FOR CLUSTER ACCESSORY HOUSING; APPROVAL OF AN AMENDMENT TO THE ARCHITECTS WEST CONTRACT FOR THE LIBRARY BUILDING PROJECT; APPROVAL OF AN ENCROACHMENT AGREEMENT FOR FOUNTAIN OF WISHES FUND RAISING PROJECT; APPROVAL OF AMENDMENT NO. 1 TO THE LANDINGS ANNEXATION AGREEMENT; APPROVAL OF A MEMORANDUM OF UNDERSTANDING – VILLAGE CONDOS HOMEOWNERS ASSOCIATION; APPROVAL OF S-2-03M – ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE/WARRANTY AGREEMENT FOR THE LANDINGS, 3RD ADDITION AND APPROVAL OF SS-10-92 – FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE VILLAGE CONDOMINIUMS, 10TH ADDITION.

4. A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MODIFYING PARKING FEES FOR VEHICLE/TRAILER COMBINATIONS GREATER THAN TWENTY-ONE (21') FEET LONG.
5. Authorizing staff to prepare an agreement for Consultant Services in partnership with LCDC for Work Force Housing issues.
6. Authorizing staff to pay for the I-90 Sewer Crossing Permit and Easement Costs
7. Approval of bills as submitted and on file in the City Clerk's Office.

ROLL CALL: Hassell, Aye; Goodlander, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Wolfinger, Aye. Motion carried.

CHRISTMAS BASKETBALL TOURNAMENT: Councilman Edinger announced that this past weekend, the City hosted the AAU Boys Christmas basketball tournament. Teams from various cities throughout northern Idaho participated in the event. He congratulated the Coeur d'Alene 8th grade Idaho Trust team who went undefeated. He also wished all his colleagues, city employees and citizens a very Merry Christmas and a happy and prosperous New Year.

POEM FROM LIBRARY EMPLOYEE: Councilman Goodlander read a poem by Priscilla (Pat) Kelly, a library employee. The poem referred to the new library building.

ARTS MASTER PLANNING: Councilman Wolfinger announced that the first public meeting for developing a City Arts Master Plan will be held January 23rd at the Coeur d'Alene High School and encouraged residents to attend and provide input into where the City should have art.

RECREATION PROGRAMS: Councilman Hassell announced the upcoming registration dates for various recreation programs including basketball and wrestling.

FIRE AT 4TH AND BEST: Council President Reid thanked the Fire, Police, Street Maintenance and Water Departments for their joint efforts in controlling the fire at 4th and Best.

EMS REVIEW: Councilman McEvers announced that the Joint Powers Board just accepted last years EMS audit report. Troy Tymesen reported on the activities of the EMS program this past year. He noted that an audit has been completed and this organization now has \$3,000,000 in assets with total liability at approximately \$56,000. He noted four years ago, this program was indeed struggling and today, it has outperformed the expectations of the original reorganization strategy developed four years ago. Councilman Wolfinger noted that this has been a model throughout the state and the plan has received high praise from other communities.

ANIMAL CONTROL AD HOC COMMITTEE: Councilman McEvers announced that this group is meeting every week to help resolve the issues regarding animal control in our city. He noted that the public is welcome to attend these meetings.

RESOLUTION NO. 05-084

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING LEASE OF THE CONCESSION STAND AT MEMORIAL FIELD TO RUTH CODY BARKER, 1123 "A" STREET, COEUR D'ALENE, IDAHO 83814.

Motion by Hassell, seconded by Goodlander to adopt Resolution 05-084.

ROLL CALL: Edinger, Aye; Wolfinger, Aye; Reid, Aye; McEvers, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

ITD ENHANCEMENT GRANT FOR ATLAS ROAD/CENTENNIAL TRAIL:
Motion by Hassell, seconded by Edinger to authorize staff to apply for the enhancement grant for extending the Atlas Road bicycle path south to Seltice Way under I-90 and connecting to the Centennial Trail. Motion carried.

RESOLUTION NO. 05-085

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING ADULT SPORTS FEES.

Motion by Hassell, seconded by McEvers to adopt Resolution 05-085.

ROLL CALL: Hassell, Aye; Wolfinger, Aye; Goodlander, Aye; Edinger, Aye; McEvers, Aye; Reid, Aye. Motion carried.

**ORDINANCE NO. 3241
COUNCIL BILL NO. 05-1038**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE

SECTIONS 5.08.040 TO CLARIFY THE DEFINITION OF PREMISES FOR THE PURPOSE OF ALCOHOL LICENSES AND 12.40.045 TO REQUIRE ADDRESS NUMBERS TO BE NOT LESS THAN 4 INCHES IN HEIGHT; 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.

Motion by Wolfinger, seconded by Hassell to pass the first reading of Council Bill No. 05-1038.

ROLL CALL: Hassell, Aye; Goodlander, Aye; Wolfinger, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye. Motion carried.

Motion by Wolfinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 05-1038 by its having had one reading by title only.

ROLL CALL: Hassell, Aye; Goodlander, Aye; Wolfinger, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye. Motion carried.

DEVELOPMENT PROCESS – PROJECT REPRESENTATIVES: Motion by Reid, seconded by Goodlander to authorize the appointment of in-house Project Representatives to serve as point of contact or ombudsmen for certain high-visibility and challenging development projects and authorizing assignment pay as requested. Motion carried.

ARMSTRONG PARK HOMEOWNERS ASSOCIATION WATER SYSTEM: Motion by Reid, seconded by Wolfinger to authorize staff to continue moving forward in their negotiations with the Armstrong Park Homeowners Association for the potential acquisition of the water system. Motion carried.

PUBLIC HEARING – 0-5-05 – MODIFICATIONS TO THE INFILL REGULATIONS: Mayor Bloem read the rules of order for this public hearing. City Planner, Dave Yadon, gave the staff report.

Mr. Yadon noted that the City Council is being asked to consider establishing new minimum lot size standard for property within the Infill Overlay Districts surrounding the downtown area. He reported that staff has reviewed requests for the development of townhouse and single family small lot development within the in-fill areas. Although the projects meet all other standards and guidelines of the recently adopted regulations, the projects cannot be separate owner occupied lots. Miller/Stauffer Architects has submitted a request to modify the minimum lot standards within these districts. Urban Design Consultant, Mark Hinshaw, who prepared the Infill Regulations, concurs with the requests changes.

PUBLIC COMMENTS: Dick Stauffer, 4144 French Gulch Road, speaking as the sponsor of this code amendment, requested Council approval of these changes. He explained that

insurance packages are highly inflated and as a result of that the cost for condominiums could be up to \$10,000/unit; however, if it is considered a single-family residence, that inflationary cost goes away. He noted that the current codes would allow for this type of building; however, the current regulations do not allow the property that the structure is built on to be divided in order to allow for the sale as single-family residences.

ORDINANCE NO. 3242
COUNCIL BILL NO. 05-1040

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING SECTION 17.07.923 TO ALLOW 1,500 SQUARE FOOT LOTS WITH 15 FEET OF FRONTAGE WITHING THE INFILL OVERLAY AREAS; 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.

Motion by Edinger, seconded by Wolfinger to pass the first reading of Council Bill No. 05-1040.

ROLL CALL: Wolfinger, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

Motion by Edinger, seconded by Wolfinger to suspend the rules and to adopt Council Bill No. 05-1040 by its having had one reading by title only.

ROLL CALL: Wolfinger, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Reid, seconded by Wolfinger to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

ROLL CALL: Hassell, Aye; Goodlander, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Wolfinger, Aye. Motion carried.

The session began at 6:55 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of property acquisition and litigation. No action was taken and the Council returned to regular session at 7:08 p.m.

RESOLUTION NO. 05-086

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE RELEASE OF AN OPTION TO PURCHASE REAL PROPERTY LOCATED AT 1215 N. SECOND STREET, COEUR D'ALENE, IDAHO.

Motion by Wolfinger, seconded by Goodlander to adopt Resolution 05-086.

ROLL CALL: Goodlander, Aye; Hassell, Aye; Edinger, Aye; Reid, Aye; Wolfinger, Aye; McEvers, Aye. Motion carried.

LADNER CLAIM: Motion by Wolfinger, seconded by Edinger that no action be taken on the Ladner claim. Motion carried.

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

The meeting adjourned at 7:11 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 06-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF CHANGE ORDER NO. 1 WITH L & L CARGILE FOR THE 4TH STREET RECONSTRUCTION PROJECT; APPROVAL OF S-6-03 ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE / WARRANTY AGREEMENT FOR BOLIVAR 1ST ADDITION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NWS TRAFFIC ENGINEERING FOR THE KATHLEEN AVENUE / ATLAS ROAD TRAFFIC SIGNAL DESIGN.

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

- 1) Approval of Change Order No. 1 with L & L Cargile for the 4th Street Reconstruction Project;
- 2) Approval of S-6-03 Acceptance of Improvements, Maintenance / Warranty Agreement for Bolivar 1st Addition;
- 3) Approval of a Professional Services Agreement with NWS Traffic Engineering for the Kathleen Avenue / Atlas Road Traffic Signal Design;

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 3" 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 3rd day of January, 2006.

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 KENNEDY	Voted _____
COUNCIL MEMBER REID	Voted _____
COUNCIL MEMBER HASSELL	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: January 3, 2006
INITIATED BY: Richard Suchocki, Project Manager 
SUBJECT: Approval of Change order No 1 4th Street Reconstruction

DECISION POINT

Staff is requesting City Council approval of change order number 1 to balance the final quantities for the 4th Street Reconstruction project.

ISSUE

City Council approval is necessary to amend the contract with L & L Cargile Inc

COST ANALYSIS

The final contract amount including final quantities is \$1,070,062.98. The original contract price was \$848,559.36. The water department is contributing \$102,252, the storm water utility is contributing \$100,000, a Department of Commerce grant is covering \$425,000 and the remaining \$442,810.98 will be paid by impact fees.

DISCUSSION

The purpose of this change order is to balance the final quantities for construction. After the project was bid the water department decided to replace all the existing water services from the main to the property line. The amount of this change is \$102,252. During construction the decision was made to further extend the storm main than was originally designed. The storm water utility is contributing \$100,000 to cover the total cost of all the storm water mains and appurtenances. There was also addition curb, sidewalk and driveway approaches installed.

RECOMMENDATION

Staff recommends a motion to approve change order no 1 and a resolution to amend the contract with L & L Cargile

CHANGE ORDER

RECEIVED

DEC 05 2005

NUMBER 1

PROJECT: 4th Street Reconstruction OWNER: City of Coeur d'Alene

EFFECTIVE DATE: June 21, 2005 CONTRACTOR: L & L Cargile Inc

You are directed to make the following changes in the Contract Documents

Description: This change order is to balance the final quantities

Total cost of Change Order: \$221,503.62 Increase

CHANGE IN CONTRACT AMOUNT: CHANGE IN CONTRACT TIMES

Original Amount \$848,559.36

Original contract Days

Net Changes from Previous Change Orders 0

Original Completion Date

Prior Contract Price \$848,559.36

Net Changes from Previous Change Order (days)

Net Increase \$221,503.62

Contract Days Prior to This Change Order

Revised Contract Amount \$1,070,062.98

Net Increase/Decrease of This Change Order (days)

Revised Contract Days

Revised Completion Date

PREPARED:

APPROVED:

ACCEPTED:

BY [Signature] BY _____

BY [Signature]

TITLE PROJ. MANAGER OWNER _____

CONTRACTOR PREP.

DATE 30 NOV 05 DATE _____

DATE 12-06-2005

**CITY COUNCIL
STAFF REPORT**

DATE: January 3, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Bolivar 1st Addition; Acceptance of Improvements, Maintenance/Warranty Agreement

DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure in the Bolivar 1st Addition.
2. Approval of the Maintenance/Warranty Agreement.

HISTORY

- a. Applicant: Greenstone-Kootenai, Inc.
1421 Meadowwood Lane
Liberty Lake, WA 99019
- b. Location: South of Hanley Avenue & west of Madellaine Drive in the Coeur d'Alene Place development.
- c. Previous Action:
 1. April 2003, final plat approval of Bolivar 1st Addition (17 lots).

FINANCIAL ANALYSIS

The developer has installed security in the amount of \$14,943.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and, the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. A follow-up inspection will be conducted prior to the end of the one year warranty period to insure that all of the installed improvements are defect free, and, should any of the installations be in need of repair or replacement, that action will need to occur prior to the end of the one year period. City maintenance will be required to start after the one (1) year warranty period expires in January 2007. Acceptance of the improvements also allows the developer to secure building permits on all of the lots in the phase, and, have Certificates of Occupancy (CO's) issued for any structures that may already have been completed.

DECISION POINT RECOMMENDATION

1. Accept the installed public improvements.
2. Approval of the Maintenance/Warranty agreement.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of January, 2006 between Greenstone-Kootenai, Inc., whose address is 1421 Meadowwood Lane, Liberty Lake, WA , 99019, with Jason Wheaton, Vice-President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Bolivar 1st Addition, a seventeen (17) lot residential development in Coeur d'Alene, situated in the Northwest Quarter of Section 34, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the "as-built" plans entitled "Bolivar 1st Addition - Record Drawings", signed and stamped by Paul T. Nelson, PE # 9967 and dated June 17, 2005, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, storm water swales, asphalt paving, concrete curb and gutter, concrete sidewalk, street lighting, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, in the amount of Fourteen Thousand Nine Hundred Forty Three and 00/100 Dollars (\$14,943.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 20th day of December 2006. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

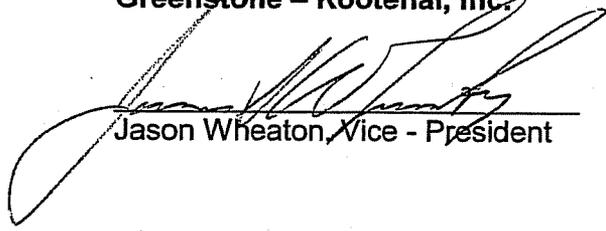
Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Greenstone – Kootenai, Inc.

Sandi Bloem, Mayor



Jason Wheaton, Vice - President

ATTEST

Susan Weathers, City Clerk

Westchester Fire Insurance Company

To be attached to and form a part of **Bond No. KO7045542**

Effective: April 7, 2005

Bond Amount: \$71,646.00

Executed by: Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane #200
Liberty Lake, WA 99019 as Principal

and by Westchester Fire Insurance Company
140 Broad Street, 41st Floor
New York, NY 10005, as Surety

in favor of City of Coeur d'Alene
(Obligee)

in consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to changing the bond amount from:

\$71,646.00

to

\$14,943.00

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective December 2, 2005

Signed and Sealed December 2, 2005

Principal: Greenstone-Kootenai, Inc.

By: _____

Surety: Westchester Fire Insurance Company

By: _____

James I. Moore, Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY



1083087

274045

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

"RESOLVED, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, as Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors."

Does hereby nominate, constitute and appoint JAMES I. MOORE, STEPHEN T. KAZMER and MARY BETH PETERSON all of the City of Countryside, State of Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten Million Dollars (\$10,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 2nd day of November 2004.



WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 2nd day of November, A.D. 2004, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Kathleen Tirri

Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 2nd day of December, 2005.



George D. Mulligan

George D. Mulligan, Secretary

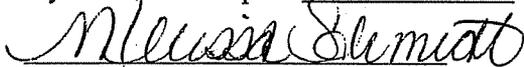
THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 2, 2006

State of Illinois }
 } ss.
County of DuPage }

On December 2, 2005, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Westchester Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06/23/2008


Melissa Schmidt, Notary Public



CITY COUNCIL STAFF REPORT

DATE: January 3, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Professional Services Agreement for Traffic Signal Design at the Intersection of Kathleen Avenue & Atlas Road

DECISION POINT

Request for approval of the Professional Services Agreement between the City and NWS Traffic Engineering.

HISTORY

Realignment of the Kathleen Avenue/Atlas Road intersection in the summer of 2004 and increased the traffic flows generated from the rapid residential development of the northwest quadrant of the City have triggered the need for a signalized intersection.

FINANCIAL ANALYSIS

Cost of the signal design is \$13,615.94, and the funding source is the impact fees that have been generated from the development in the northwest quadrant.

PERFORMANCE ANALYSIS

The project is scheduled in the CIP for 2006, and, should be completed by the end of summer 2006.

RECOMMENDATION

Approve the Professional Services Agreement with NWS that will allow the commencement of the design work for the signal.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
NWS Traffic Engineering
for
Kathleen Ave / Atlas Road Traffic Signal Design

THIS Agreement, made and entered into this _____ day of _____, 20____, 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 NWS Traffic Engineering an Oregon corporation, with its principal place of business at 12965 SW Herman Road, Tualatin, OR 97062, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means NWS Traffic Engineering.
- 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 Sixty (60) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Thirteen Thousand Six Hundred Fifteen Dollars and 94/100 (\$13,615.94).

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

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

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

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

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

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

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

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

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

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 insured 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 coverage's 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

NWS Traffic Engineering

Maston Wolfe Jr. 12/14/05

Sandi Bloem, Mayor

Maston Wolfe Jr., Owner

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

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**CITY COUNCIL
STAFF REPORT**

DATE: January 3, 2006
FROM: Christopher H. Bates, Project Manager *CB*
SUBJECT: Canfield Commons Condominiums, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 3 building /12 unit (total) residential condominium development.

HISTORY

- a. Applicant: Kenn Gimbel / Robert Recht
Canfield Commons, LLC
PO Box 1469
Coeur d'Alene, ID 83816-1469
- b. Location: West side of Thirteenth Street at Randal Avenue.
- c. Previous Action:
 1. July 2005, preliminary plat approval by CdA Planning Commission.

FINANCIAL ANALYSIS

No agreements or bonding were required for this development.

PERFORMANCE ANALYSIS

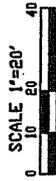
The developers have converted an existing 3 unit apartment complex into condominiums for individual ownership. All of the improvements and infrastructure were existing

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

CANFIELD COMMONS CONDOMINIUMS

LOT 2, BLOCK 1, SCARTH ADDITION IN THE NE 1/4 SECTION 12, T. 50N., R.4W; B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING
 SPOONBERRY ALONG THE EAST LINE OF SCARTH ADDITION
 SECTION 12, T. 50N., R. 4W., P. 16S., RECORDS OF
 KOOTENAI COUNTY, IDAHO.

ELEVATIONS ARE BASED ON THE CITY OF COEUR D'ALENE
 T.M. 4-17, BEING A BOLT IN THE NORTH CURB OF WEST
 AVENUE, 50' WEST OF THE NORTHWEST CORNER RETURN AT
 CORNER OF WEST STREET AND WEST AVENUE.
 1079.88 ELEV. B.M. 4

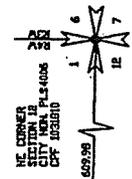
- LEGEND**
- ⊙ FRENCH DRIP ALONG CURB, INSURING THE NE CORNER OF SCARTH ADD.
 - ⊙ FRENCH DRIP ALONG CURB, INSURING THE NE CORNER OF SCARTH ADD.
 - ⊙ SET 3/4" I. PIN W/TPC 3804
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ WATER METER
 - ⊙ MAIL BOX
 - ⊙ UNIT PAID - RESTRICTED COMMON AREA
 - ⊙ CARPETS - RESTRICTED COMMON AREA
 - ⊙ GARAGE/STORAGE - RESTRICTED COMMON AREA
 - ⊙ COMMON AREA
 - ⊙ LIMITED COMMON AREA

NOTES:
 RESTRICTED COMMON AREA IS AN AREA NOT INCLUDED IN
 UNIT'S COMMON AREA. LIMITED COMMON AREA IS A
 LIMITED COMMON AREA IS A LARGER AREA SHARED BY
 ALL THE UNITS. A NUMBER AREA USED BY ALL UNITS &
 VARIANTS FOR GENERAL PURPOSES.

REFERENCES
 PLAT OF SCARTH ADDITION, BOOK 6, PAGE 165



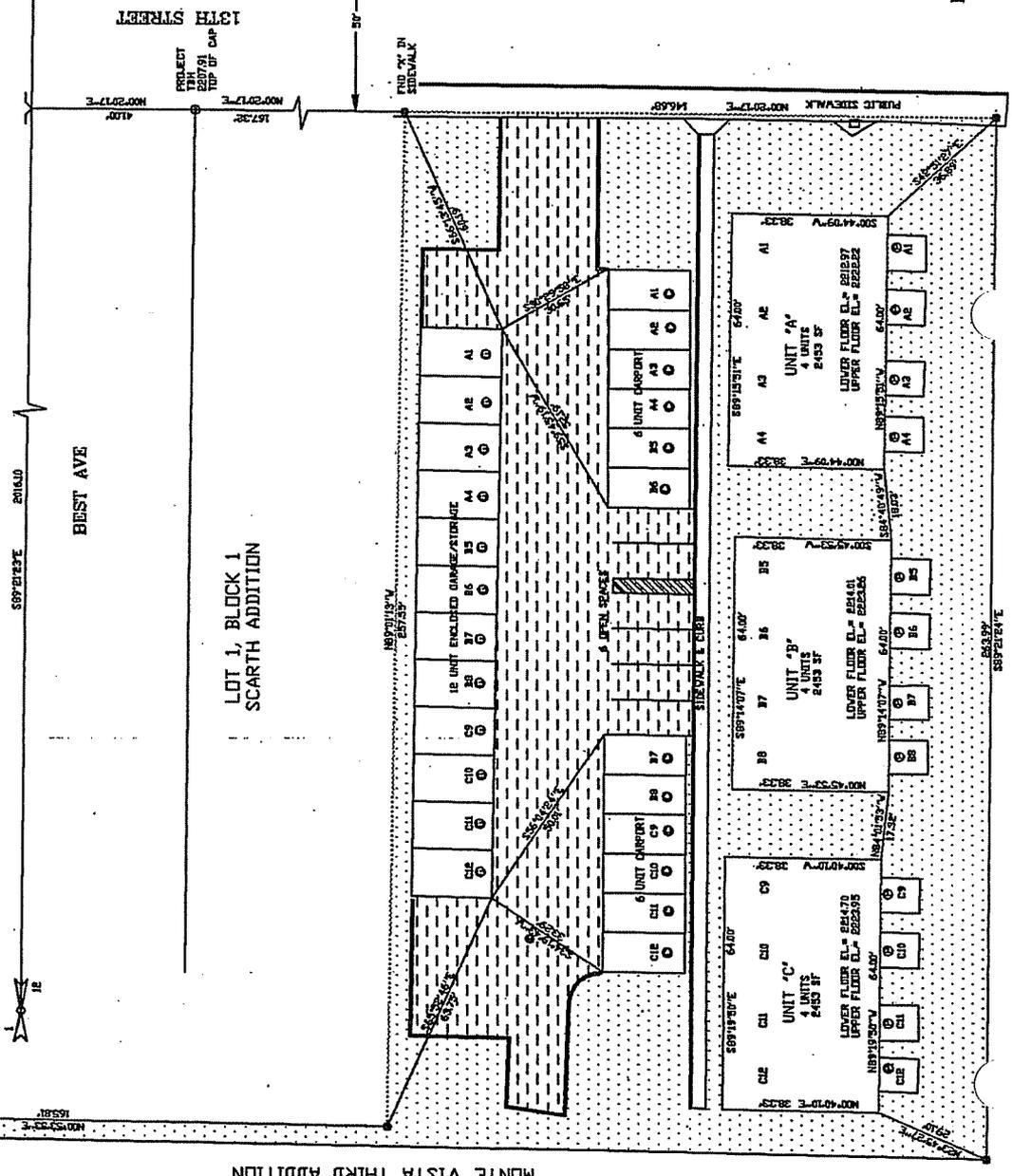
DURTTSCHI & ASSOC., INC.
 SURVEYING-PLANNING
 P.O. BOX 700
 570 GOVERNMENT WAY
 HAYDEN JAMES, ID 83401
 PHONE (208) 778-3
 FAX (208) 778-3
 E-MAIL: durttschi@earthlink.net
 LICENSE NO. 3177
 EXPIRES: MAY 2005



13TH STREET

EAST SUNSET HEIGHTS ADD.

RANDLE AVE



LOT 1, BLOCK 1
 SCARTH ADDITION

MONTE VISTA THIRD ADDITION

BAKER & LOVLIN 1ST ADD.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services 12/27/05 Kathy Lewis
Department Name / Employee Name / Date
Request made by: Francis & Virginia Wiener 509-328-0150
Name / Phone
N 7407 Kettle Court Spokane WA 99208
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Francis & Virginia Wiener to Robert King

Niche(s): _____
Lot(s): 28, 29, _____, _____, _____, _____. Block: 39 Section: C

Lot(s) are located in / / Forest Cemetery / / Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 40 -) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 159947

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

[Signature]
Accountant's Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

3. The purchase price of the Lot(s) when sold to the owner of record was \$ _____ per lot.

Karen Haskew For Doree Eastwood 12/27/2005
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / / No.

Person making request is authorized to execute the claims [Signature] 12-27-05
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

[Signature] 12/27/05
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____ Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

- Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

**OTHER COMMITTEE MINUTES
(Requiring Council Action)**



annuals and some low maintenance landscaping. Doug felt that it was important to have a connecting corridor from the park to the neighborhood on the next block. Consensus of the Commission was that this was a very good idea and asked that Doug continue to meet with LCDC.

Chairman Shellman called a five minute recess at 7:25 pm.

The meeting reconvened at 7:30 pm.

16. CHERRY HILL CHANGE ORDER

Doug Eastwood explained to the Commission that they were being asked tonight to participate in a decision involving Change Order Request #11 for the Cherry Hill Construction – Phase I project that was denied. J. Foote Excavation was hired by Poe Asphalt, the project's general contractor, to do some extra excavation work on Cherry Hill not covered in the original bid due to the inaccuracy of the aerial survey data on the original bid plans. When the change order was presented to Abbotswood Design Group, the project administrator, for review and approval it was denied. Fred Ogram of Abbotswood asked J. Foote Excavation to provide details on how the requested amount was calculated to see if this was an accurate amount. J. Foote did not provide the requested information to Abbotswood so, in order to calculate the cost of the actual work done, Abbotswood had to find other resources to recreate the excavation project. Abbotswood was not able to justify the amount for the excavation work that was done so payment of the request was denied. Both Foote and Abbotswood feel strongly about their positions in this matter. After two months of discussions without finding a solution to this problem both parties agreed to present their findings to the Parks and Recreation Commission and allow the consensus decision to be binding, no matter what the outcome.

Fred Ogram, Abbotswood Design Group, gave a power point presentation explaining the Change Order Request process and how he arrived at a fair market value of **\$13,352.51** for work done under Change Order Request #11. Fred answered several questions presented by the Commissioners.

Jay Barnett, J. Foote Excavating, gave his power point presentation describing the work that was done and how he calculated his amount of **\$37,802.12** for the Change Order Request #11.

Discussion followed. Many questions were asked by the Commissioners. Finally they came to a consensus that the value the Change Order Request #11 for extra excavation work done at Cherry Hill was **\$21,360.00**.

This amount was based on:

Total cubic yards of dirt actually excavated (per J. Foote)	= 13,640
Total cubic yards of dirt to be excavated per original bid proposal (per Ruen Yeager)	= <u>- 8,300</u>
Total cubic yards of <u>excess</u> dirt excavated not covered by bid proposal	= 5,340
5,340 cubic yards @ \$4 per yard	= \$21,360.00

Motion was made by Commissioner McDowell to forward a recommendation to the City Council to approve the Cherry Hill – Phase I Construction Change Order Request #11 in the amount of \$21,360.00 which was the amount agreed

**to by both parties involved. Motion was seconded by Commissioner Hill.
Motion passed.**

Chairman Shellman adjourned the meeting at 9:20 pm.

Respectfully submitted by Jackie Carbone, Parks Secretary

**Next regular meeting of the Parks and Recreation Commission will
be on December 12, 2005.**



CLARKSTON DIVISION
 P.O. Box 449 Lewiston, ID 83501
 Ph: 509/758-5561 Fax: 509/758 -1754

GRANGEVILLE DIVISION
 Route 2, Box 862 Grangeville, ID 83530
 Ph: 208/983-3472 Fax: 208/983-3466

POST FALLS DIVISION
 2732 N. Beck Road Post Falls, ID 83854
 Ph: 208/777-0498 Fax: 208/777-0499

PULLMAN DIVISION
 P.O. Box 784 Pullman, WA 99163
 Ph: 509/334-6400 Fax: 509/334-6464

C O N T R A C T P R O G R E S S R E P O R T

Contract : 90175- CDA CHERRY HILL PARK - PHASE I

APPLICATION # : 6 DATE : 11/30/05
 Period From 11/08/05 To 11/08/05
 INVOICE # 42008

NUMBER ITEM	DESCRIPTION	QUANTITY	AMOUNT	JTD	PRICE	ON-SITE	COMPLETE	AMOUNT	AMOUNT
		CONTRACT	CONTRACT	QUANTITY	UNIT	MATERIALS	WORK	PREVIOUS	THIS PERIOD
1	GRADING AND DRAINAGE	0.00	76,930.70	0.00	0.00	0.00	72,511.80	72,511.80	0.00
2	LIGHTS POWER SUPPLY	0.00	22,648.93	0.00	0.00	0.00	22,648.94	22,648.94	0.00
3	TENNIS COURT LIGHT CONDUIT	0.00	10,186.63	0.00	0.00	0.00	10,186.63	10,186.63	0.00
4	IRRIGATION SLEEVING	0.00	7,725.72	0.00	0.00	0.00	7,725.72	7,725.72	0.00
5	CULVERTS	0.00	3,178.00	0.00	0.00	0.00	3,178.00	3,178.00	0.00
6	ENTRY DRIVEWAY	0.00	5,909.38	0.00	0.00	0.00	5,909.38	5,909.38	0.00
7	PARKING LOTS	0.00	107,639.27	0.00	0.00	0.00	107,639.27	107,639.27	0.00
8	WALKING PATHS	0.00	13,466.77	0.00	0.00	0.00	13,466.77	13,466.77	0.00
9	CONCRETE CURBING	0.00	1,816.00	0.00	0.00	0.00	1,816.00	1,816.00	0.00
10	PEDESTRIAN RAMPS	0.00	1,186.08	0.00	0.00	0.00	1,186.08	1,186.08	0.00
11	BASKETBALL COURTS	0.00	12,028.77	0.00	0.00	0.00	12,028.77	12,028.77	0.00
12	TENNIS COURTS	0.00	278,578.51	0.00	0.00	0.00	276,259.93	276,259.93	0.00
90	CO#4 RUEN-YEAGER ADD. WORK	0.00	0.00	0.00	0.00	0.00	1,219.00	1,219.00	0.00
91	CO#2 EXCESS MATERIAL J. FOOTE	0.00	0.00	0.00	0.00	0.00	4,418.90	4,418.90	0.00
92	CO#10 UNSUITABLE EXCAVATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93	CO#11 EXCESS EX. - J. FOOTE	0.00	0.00	0.00	0.00	0.00	21,360.00	0.00	21,360.00
	SUB TOTALS		541,294.76			0.00	561,555.19	540,195.19	21,360.00
	LESS RETAINAGE :					0.00	28,077.77	27,009.77	1,068.00
	** TOTAL DUE ** :					0.00	533,477.42	513,185.42	20,292.00

RESOLUTION NO. 06-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #11 TO THE CONTRACT WITH POE ASPHALT PAVING, INC. FOR THE CHERRY HILL PARK, PHASE I PROJECT AND DIRECTING STAFF TO PREPARE A CHANGE ORDER #11 AGREEMENT FOR SIGNATURE..

WHEREAS, the City of Coeur d'Alene, pursuant to Resolution No. 05-030, entered into a contract dated the 3rd day of May 2005 with Poe Asphalt Paving, Inc., for the Cherry Hill Park, Phase I Project, pursuant to advertised bidding specifications; and

WHEREAS, the Parks and Recreation Department is recommending that the City of Coeur d'Alene approve Change Order #11 for the FY 2005-2006 at an additional cost of \$21,360.00, as shown in an invoice, attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, the City Council deems it to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such request and directs staff to prepare a Change Order #11 agreement for signature; NOW, THEREFORE,

BE IT RESOLVED, that the Mayor and City Council of the City of Coeur d'Alene hereby approve the requested Change Order #11 in the scope of the original specifications and contract with Poe Asphalt Paving, Inc., as set forth above and offers Poe Asphalt Paving Inc. and its subcontractors the sum of \$21,360.00 in full satisfaction of the additional work reflected in Change Order #11.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute any and all documents necessary to effect such Change Order #11 on behalf of the City of Coeur d'Alene.

DATED this 3rd day of January, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

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PULLMAN DIVISION
 P.O. Box 784 Pullman, WA 99163
 Ph: 509/334-8400 Fax: 509/334-8464

CONTRACT PROGRESS REPORT

Contract : 90175- CDA CHERRY HILL PARK - PHASE I

APPLICATION # : 6 DATE : 11/30/05
 Period From 11/08/05 To 11/08/05
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NUMBER ITEM	DESCRIPTION	QUANTITY	AMOUNT	STD	PRICE	ON-SITE	COMPLETE	AMOUNT	AMOUNT
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4	IRRIGATION SLEEVING	0.00	7,725.72	0.00	0.00	0.00	7,725.72	7,725.72	0.00
5	CULVERTS	0.00	3,178.00	0.00	0.00	0.00	3,178.00	3,178.00	0.00
6	ENTRY DRIVEWAY	0.00	5,909.38	0.00	0.00	0.00	5,909.38	5,909.38	0.00
7	PARKING LOTS	0.00	107,639.27	0.00	0.00	0.00	107,639.27	107,639.27	0.00
8	WALKING PATHS	0.00	13,466.77	0.00	0.00	0.00	13,466.77	13,466.77	0.00
9	CONCRETE CURBING	0.00	1,816.00	0.00	0.00	0.00	1,816.00	1,816.00	0.00
10	PEDESTRIAN RAMPS	0.00	1,186.08	0.00	0.00	0.00	1,186.08	1,186.08	0.00
11	BASKETBALL COURTS	0.00	12,028.77	0.00	0.00	0.00	12,028.77	12,028.77	0.00
12	TENNIS COURTS	0.00	278,578.51	0.00	0.00	0.00	276,259.93	276,259.93	0.00
90	CO#4 RUEN-YEAGER ADD. WORK	0.00	0.00	0.00	0.00	0.00	1,219.00	1,219.00	0.00
91	CO#2 EXCESS MATERIAL J. FOOTC	0.00	0.00	0.00	0.00	0.00	4,418.90	4,418.90	0.00
92	CO#10 UNSUITABLE EXCAVATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93	CO#11 EXCESS EXCAVATION FOOTC	0.00	0.00	0.00	0.00	0.00	21,360.00	0.00	21,360.00
SUB TOTALS			541,294.76			0.00	561,555.15	540,195.19	21,360.00
LESS RETAINAGE						0.00	28,077.77	27,009.77	1,068.00
TOTAL DUE						0.00	533,477.42	513,185.42	20,292.00

annuals and some low maintenance landscaping. Doug felt that it was important to have a connecting corridor from the park to the neighborhood on the next block. Concensus of the Commission was that this was a very good idea and asked that Doug continue to meet with LCDC.

Chairman Shellman called a five minute recess at 7:25 pm.

The meeting reconvened at 7:30 pm.

16. CHERRY HILL CHANGE ORDER

Doug Eastwood explained to the Commission that they were being asked tonight to participate in a decision involving Change Order Request #11 for the Cherry Hill Construction – Phase I project that was denied. J. Foote Excavation was hired by Poe Asphalt, the project's general contractor, to do some extra excavation work on Cherry Hill not covered in the original bid due to the inaccuracy of the aerial survey data on the original bid plans. When the change order was presented to Abbotswood Design Group, the project administrator, for review and approval it was denied. Fred Ogram of Abbotswood asked J. Foote Excavation to provide details on how the requested amount was calculated to see if this was an accurate amount. J. Foote did not provide the requested information to Abbotswood so, in order to calculate the cost of the actual work done, Abbotswood had to find other resources to recreate the excavation project. Abbotswood was not able to justify the amount for the excavation work that was done so payment of the request was denied. Both Foote and Abbotswood feel strongly about their positions in this matter. After two months of discussions without finding a solution to this problem both parties agreed to present their findings to the Parks and Recreation Commission and allow the consensus decision to be binding, no matter what the outcome.

Fred Ogram, Abbotswood Design Group, gave a power point presentation explaining the Change Order Request process and how he arrived at a fair market value of **\$13,352.51** for work done under Change Order Request #11. Fred answered several questions presented by the Commissioners.

Jay Barnett, J. Foote Excavating, gave his power point presentation describing the work that was done and how he calculated his amount of **\$37,802.12** for the Change Order Request #11.

Discussion followed. Many questions were asked by the Commissioners. Finally they came to a concensus that the value the Change Order Request #11 for extra excavation work done at Cherry Hill was **\$21,360.00**.

This amount was based on:

Total cubic yards of dirt actually excavated (per J. Foote)	= 13,640
Total cubic yards of dirt to be excavated per original bid proposal (per Ruen Yeager)	= <u>- 8,300</u>
Total cubic yards of <u>excess</u> dirt excavated not covered by bid proposal	= 5,340
5,340 cubic yards @ \$4 per yard	= \$21,360.00

Motion was made by Commissioner McDowell to forward a recommendation to the City Council to approve the Cherry Hill – Phase I Construction Change Order Request #11 in the amount of \$21,360.00 which was the amount agreed

**to by both parties involved. Motion was seconded by Commissioner Hill.
Motion passed.**

Chairman Shellman adjourned the meeting at 9:20 pm.

Respectfully submitted by Jackie Carbone, Parks Secretary

**Next regular meeting of the Parks and Recreation Commission will
be on December 12, 2005.**

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