

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

VISION STATEMENT

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

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

6:00 P.M.

August 2, 2011

A. CALL TO ORDER/ROLL CALL

B. INVOCATION:

C. PLEDGE OF ALLEGIANCE:

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

E. PRESENTATION

1. Presentation: Fire Department Update

Presented by Jeff Sells, Jeffrey Fletcher, and Fire Chief Gabriel

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

G. CONSENT CALENDAR

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

1. Approval of minutes for July 14, 19, 2011.
2. Setting General Services and Public Works Committees meetings for Monday, August 8, 2011 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-025 consisting of the following items:
 - a. Additional Services Agreement with JUB for the 2011 Wastewater Collection System Projects

As Recommended by the Public Works Committee, July 25, 2011

- b. Change Order No. 1 - 2011 Wastewater Collection System CIPP Project

As Recommended by the Public Works Committee, July 25, 2011

- c. Memorandum of Understanding - Police Department Partnership with Spokane Sheriff's Department for an Air Support Unit.

As Recommended by the General Services Committee, July 25, 2011

- d. Award of Bid – 15th Street Reconstruction Project from Margaret Ave. to Dalton Ave.

Staff Report Submitted

- 4. Approval of purchase of a Side Utility Vehicle for the Police Department

As Recommended by the General Services Committee, July 25, 2011

- 5. Approval of Beer/Wine License for FIRE restaurant at 517 E. Sherman.

As Recommended by the City Clerk

- 6. Approval of cemetery lots transfer from William and Agnes Hawkins to James & Gail Hawkins

As Recommended by the City Clerk

- 7. Approval of cemetery lot repurchase from the Estate of Elsie James Burt by Candice Nelson

As Recommended by the City Clerk

- 8. SS-8-10 – Final Plat Approval for James Watt short plat.

Staff Report Submitted

H. ANNOUNCEMENTS

- 1. Council
- 2. Mayor
 - a. Appointments to Arts Commission and Parking Commission
- 3. Administrator's Report

I. PUBLIC WORKS COMMITTEE

Chairman Hassell

- 1. (P.W. Item 2) McEuen Park Improvement Project
 - a. RESOLUTION 11-026 – Agreement with Miller Stauffer Architects for Topographic Survey
 - b. RESOLUTION 11-027 – Agreement With Miller Stauffer Architects for Traffic Study
- 2. (P.W. Item 3) Mitigation Plan for Maintenance of the Flood Control Works (Levee)

J. PUBLIC HEARINGS

1. *(Legislative)* V-11-4 – Vacation of Portion of Excess Melrose Street Right-of-Way

Staff Report by Gordon Dobler, Engineering Services Director

K. EXECUTIVE SESSION

I.C. 67-2345

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

L. ADJOURNMENT

This Council meeting is aired live on CDA TV Channel 19

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



Coeur d'Alene

CITY COUNCIL MEETING

AUGUST 2, 2011

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE CITY HALL COUNCIL CHAMBERS
ON JULY 14, 2011

The City Council for the City of Coeur d'Alene met in continued session in the City Hall former Council Chambers at the hour of 5:30 p.m. on July 14, 2011 there being present upon roll call a quorum.

Sandi Bloem, Mayor

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

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

BUDGET WORKSHOP: Finance Director Troy Tymesen presented the proposed 2011-2012 financial plan. He noted that the preliminary plan has already been changed by \$2,000,000.00 since its printing because of the WWTP ammonia process contract. He announced that the Council will be setting a public hearing for September 6, 2011 at 6:00 p.m. at their next Council meeting. He noted that the budget is developed through a zero-based process. He reviewed the proposed capital expenditures for the coming fiscal year which include software, 4 patrol vehicles, 2 Street Dept. loaders and new office space for the Legal Department. He noted that the proposed plan also includes energy savings, new library books, Self- Insurance Fund Balance, Water Dept. Northwest Well, Ammonia Control Improvements for WWTP, stormwater levee maintenance and capital projects.

Mr. Tymesen explained the significant changes in the upcoming financial plan which includes the foregone balance, new growth revenue, medical insurance cost increase, and a Fund Balance that is equal to 12% of the general fund. Mr. Tymesen reviewed the revenue sources for the City which includes property taxes, state revenue sharing, franchise fees, KCEMSS, Interfund Transfer, building and inspection, and miscellaneous revenues. He noted that this coming financial plan includes a 353.23 FTE compared to 2008-09 financial plan which had 363.23 FTEs. Mr. Tymesen proposed taking new growth revenue at \$345,270, annexation fees at \$133,000, school resources officers \$90,297 now being paid by the school district, and decreasing the overlay by \$250,000 as a result of savings from the bids received for the current projects. Mr. Tymesen next reviewed the special funds, enterprise funds, capital projects. He explained the levy rate and how it is computed. In summary he reported that the proposed financial plan includes no new property taxes, a personnel management plan, minimal capital acquisition, and contracted personnel commitments.

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

The meeting adjourned at 7:15 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
JULY 19, 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 July 19, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Mike Slothower, River of Life Church.

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

PRESENTATION – HUMAN RESOURCES DEPT. UPDATE: Pam MacDonald reported on the city's recruitment process. She noted that Police and Fire are the two most labor intensive departments when it comes to recruitments in that their process also includes written testing, oral interview and physical fitness. The Human Resources department recently improved the testing results process whereby applicants can now go on line to find their test scores instead of calling into Human Resources. She noted that the Human Resources Department is operating at 1/3 of the staffing levels recommended by national standards. They are able to do this with the help of today's technology.

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

CONSENT CALENDAR: Motion by Kennedy, seconded by Goodlander to approve the Consent Calendar as presented. Councilman Bruning declared a conflict of interest.

1. Approval of minutes for July 5, 12, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, July 25th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-024: 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 A PLANNING AND DESIGN AGREEMENT WITH HDR ENGINEERING, INC. FOR THE WWTP TERTIARY MEMBRANE FILTRATION / AMMONIA CONTROL IMPROVEMENTS; APPROVING CHANGE ORDER NO. 6 WITH CONTRACTORS NORTHWEST FOR THE WWTP PHASE 5B; APPROVING S-1-11 FINAL PLAT APPROVAL AND MAINTENANCE / WARRANTY AGREEMENT FOR WALKERS GLEN.

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

ANNOUNCEMENTS:

COUNCILMAN GOODLANDER: Councilman Goodlander announced that the ArtCurrents program, which is the displaying of artwork in the Downtown area, has received a few offers to purchase which means some revenue for the City. She noted that the artwork is on loan from the artists and the agreement is that if a piece of artwork sells, the City receives 25% of the purchase price.

APPOINTMENT: Motion by Edinger, seconded by Bruning to appoint Heidi Rose to the Pedestrian Bicycle Advisory Committee. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that in the spring of this year, the city received an inspection report from the Army Corp of Engineers detailing many apparent deficiencies in the city's flood control system (wall, levee, and bulkhead wall). One of the more significant deficiencies noted in the report is the presence of vegetation (trees and bushes) in the embankment section, and close to the wall and bulkhead. The city was notified that these must be removed for the flood works to remain in compliance as an approved flood control facility for the Fort Grounds area. Staff will give a detailed presentation to the Public Works Committee on July 25th, which will include a draft mitigation plan and public relations strategies. After a lifetime of service to the Coeur d'Alene community, Ace Walden passed away last fall at the age of 103. The City of Coeur d'Alene recently received a generous gift of \$150,000 from the Ace Walden trust proceeds for improvements to the G.O. Phippeny Park on 7th Street. Thank you Ace! Mrs. Gabriel also announced that Coeur d'Alene's single stream recycling program has its highest participation rate to date, 66%! Here's a tip from the city's Pedestrian & Bicycle Advisory Committee: Bicycles are considered vehicles and should act as other cars. If cyclists always act in a consistent, predictable manner, then drivers will always know what to expect and fewer accidents and conflicts will occur. Summer Reading at the Coeur d'Alene Public Library is themed "One World, Many Stories" bringing an international flavor to the activities. Volunteer opportunities currently available are on the: Arts Commission, Parking Commission, Planning Commission, Natural Open Space Committee, Noise Abatement Board, and Pedestrian & Bicycle Advisory Committee. For more information regarding volunteer opportunities please visit our website at www.cdavid.org and click on Volunteer Opportunities on the left menu, or contact Amy Ferguson at (208) 666-5754.

2011-2012 PRELIMINARY FINANCIAL PLAN: Finance Director Troy Tymesen presented the City's preliminary Financial Plan for Fiscal Year 2011-2012. He noted that by adopting the following resolution they are also setting the public hearing for public input on the proposed budget for September 6, 2011.

RESOLUTION NO. 11-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2011-2012, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE

ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2011:

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-2011 BUDGET	FY 2011-12 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$186,087	\$197,461	\$209,702	\$209,912
Administration	483,273	487,398	506,414	514,369
Finance Department	704,421	708,642	685,549	698,735
Municipal Services	1,214,384	1,226,661	1,287,249	1,405,776
Human Resources	231,749	227,324	240,728	240,757
Legal Department	1,249,399	1,354,085	1,373,662	1,471,145
Planning	509,687	496,550	497,784	458,244
Building Maintenance	387,379	403,704	406,282	408,265
Police Department	8,906,121	8,700,361	9,396,597	9,587,462
Byrne Grant – Police Dept	-0-	111,619	155,186	159,589
COPS Grant	6,391	125,527	219,250	170,843

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
GENERAL FUND EXPENDITURES CON'T				
KCJA	31,425	194,216	36,700	36,700
Fire Department	6,571,246	6,722,029	7,102,021	7,553,083
General Government	177,830	320,228	185,750	131,750
Engineering Services	1,154,552	1,247,216	1,161,422	929,243
Streets/Garage	2,256,127	2,104,936	2,092,253	2,170,770
ADA Sidewalk Abatement	199,862	189,935	214,617	219,904
Byrne Grant – Police Dept	42,908	471,200	249,860	84,229
Building Inspection	828,302	749,892	764,526	707,232
Parks Department	1,689,304	1,648,535	1,638,267	1,694,573
Recreation Department	666,949	685,397	755,512	763,343
TOTAL GENERAL FUND EXPENDITURES:	27,497,396	\$28,372,916	\$29,179,331	\$29,615,924

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	1,123,653	1,168,709	1,231,020	1,284,625
CDBG	64,987	394,496	336,746	297,600
Impact Fee Fund	1,840,180	822,621	583,000	925,000
Parks Capital Improvement	1,679,446	291,975	205,000	676,600
Annexation Fee Fund	400,000	200,000		133,000
Self Insurance	200,717	260,591	206,925	234,000
Cemetery Fund	562,749	358,219	271,308	249,464
Cemetery Perp Care Fund	337,961	192,399	98,500	98,000
Jewett House	18,025	13,560	17,050	17,790
Reforestation	2,714	99,734	2,500	3,000
SPECIAL REVENUE FUND EXPENDITURES:	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
Street Trees	74,167	61,537	57,000	75,000
Community Canopy	1,276	677	1,200	1,200
Arts Commission	7,721	5,758	6,450	6,650

Public Art Funds	15,524	207,541	80,300	189,600
KMPO	607,833	348,781	650,000	350,000
<u>TOTAL SPECIAL FUNDS:</u>	<u>6,936,953</u>	<u>4,426,598</u>	<u>3,746,999</u>	<u>4,541,529</u>

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	588,045	637,818	591,321	575,021
Water Fund	6,219,581	6,116,517	6,924,772	7,394,451
Wastewater Fund	13,465,475	13,465,475	18,915,393	15,759,498
Water Cap Fee Fund	953,730	57,609	850,000	850,000
WWTP Cap Fees Fund	2,482,935	2,482,935	752,580	802,750
Sanitation Fund	3,117,677	3,152,239	3,118,772	3,229,772
City Parking Fund	151,354	191,150	176,957	177,957
Stormwater Management	1,456,202	1,735,049	1,573,460	1,417,627
<u>TOTAL ENTERPRISE EXPENDITURES:</u>	<u>28,434,999</u>	<u>27,838,792</u>	<u>32,903,255</u>	<u>30,207,076</u>
<u>FIDUCIARY FUNDS:</u>	2,527,030	2,449,454	2,562,000	2,537,300
<u>CAPITAL PROJECTS FUNDS:</u>	2,474,995	2,135,929	7,853,000	7,570,000
<u>DEBT SERVICE FUNDS:</u>	2,507,705	2,890,778	1,668,878	1,500,681
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$70,379,078</u>	<u>\$68,114,467</u>	<u>\$77,913,463</u>	<u>\$75,972,510</u>

<u>ESTIMATED REVENUES:</u>	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-2011 BUDGET	FY 2011-2012 PROPOSED
Property Taxes:				
General Levy	13,810,541	14,208,289	14,986,403	15,305,673
Library Levy	1,092,641	1,138,334	1,163,170	1,189,170
Policeman's Retirement Fund Levy	150,261	150,113	152,000	152,000
Comprehensive Liability Plan Levy	107,662	2,376	-0-	-0-

Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	990,940	960,393	1,050,000	1,140,000
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>16,402,045</u>	<u>16,709,505</u>	<u>17,601,573</u>	<u>18,036,843</u>

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	1,961,993	5,844,229	4,490,614	4,992,232
Beginning Balance	34,172,676	27,943,696	23,454,350	21,670,524
Other Revenue:				
General Fund	11,425,674	11,617,860	12,093,308	12,003,781
Library Fund	44,923	44,841	41,850	43,100
Community Development Block Grant	69,080	392,832	336,745	297,600
Parks Capital Improvement Fund	172,137	215,722	139,000	139,600
Insurance/Risk Management	16,862	18,670	5,000	4,000
Cemetery	147,594	116,200	151,308	153,464
Annexation Fee Fund	195,665	22,289	-0-	25,000

	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	692,392	352,504	518,000	350,000
Cemetery Perpetual Care Fund	136,439	122,964	80,000	100,000
Jewett House	10,041	8,568	7,050	11,000
Reforestation	2,804	101,966	2,500	3,000
Street Trees	86,647	52,085	40,000	40,000
Community Canopy	972	971	1,200	1,200
Arts Commission	5,901	5,698	6,600	7,000

Public Art Funds	149,918	170,942	83,055	110,500
KMPO	582,880	341,647	650,000	350,000
Street Lighting Fund	478,036	483,618	476,321	485,021
Water Fund	4,567,719	3,852,006	3,768,855	3,897,000
Wastewater Fund	6,332,404	6,075,254	12,272,716	6,903,280
Water Cap Fee Fund	534,256	435,808	308,000	401,500
WWTP Capitalization Fees	1,152,645	656,841	802,740	802,740
Sanitation Fund	3,028,689	3,010,744	3,157,300	3,229,772
City Parking Fund	185,016	198,878	126,200	126,000
Stormwater Management	1,318,005	1,323,282	1,322,000	1,321,334
Fiduciary Funds	2,550,351		2,359,000	2,348,300
Capital Projects Fund	1,858,982	662,528	7,072,000	7,079,000
Debt Service Fund	1,440,545	283,115	100,152	49,800
SUMMARY:				
	FY 2008-09 ACTUAL	FY 2009-10 ACTUAL	FY 2010-11 BUDGET	FY 2011-12 PROPOSED
PROPERTY TAXES	16,402,045	16,709,505	17,601,573	18,036,843
OTHER THAN PROPERTY TAXES	73,321,246	64,355,758	73,865,864	66,945,748
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$89,723,291</u>	<u>\$81,065,263</u>	<u>\$91,467,437</u>	<u>\$84,982,591</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 18, 2011 and August 25, 2011.

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

Motion by Goodlander, seconded by Hassell to adopt the foregoing resolution.

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

PUBLIC HEARING – O-2-11: AMENDMENT TO ZONING CODE FOR AWNINGS:

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

Mr. Yadon reported that in 2008, the City adopted procedures and the thresholds for the types of projects that would be required to be brought before the Design Review Commission. With three years of experience of reviewing awnings, the Design Review Commission has determined that it is not in the best interests of the Commission or an applicant to require this review. The Commission is asking that this authority be delegated to staff.

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

ORDINANCE NO. 3414
COUNCIL BILL NO. 11-1012

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.09.310 AND 17.09.315 TO REQUIRE THAT ALL AWNINGS SUBJECT TO DESIGN REVIEW BE REVIEWED BY THE PLANNING DIRECTOR RATHER THAN THE DESIGN REVIEW COMMISSION; 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 Kennedy to pass the first reading of Council Bill No. 11-1012.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 11-1012 by its having had one reading by title only.

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

PUBLIC HEARING – O-3-11: AMENDMENT TO ZONING CODE – SETBACKS FOR ACCESSORY STRUCTURES: Mayor Bloem read the rules of order for this public hearing. Planning Director Dave Yadon gave the staff report.

Mr. Yadon explained that Development Review Team discussed options to address the relatively rare but sensitive issue of water and snow runoff from residential accessory structures onto adjacent properties. Currently, the zoning ordinance allows accessory structures to be placed up to the property line in the “rear yard”. The building code requires that water drainage run away from a structure, so unless controlled, the water and snow from buildings abutting or within a few feet of a property line will likely drain or slide onto the adjacent property. The Design Review Team is recommending a five-foot setback to address this issue although they recognize that this

setback will not necessarily solve all runoff problems; however, it will be consistent with the existing setback requirements for homes and will help in the majority of cases. The performance measure of allowing for locating a structure closer to the lot line preserves an option for owners to utilize their rear yards as has been commonly done.

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

ORDINANCE NO. 3415
COUNCIL BILL NO. 11-1013

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW SECTION 17.06.425 REQUIRING A FIVE FOOT SIDE AND REAR YARD SET BACK FOR ACCESSORY STRUCTURES UNLESS THE STRUCTURE IS CONSTRUCTED TO PREVENT RUNOFF FROM CROSSING PROPERTY LINES; 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 Goodlander, seconded by Edinger to pass the first reading of Council Bill No. 11-1013.

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

Motion by Kennedy, seconded by Edinger to suspend the rules and to adopt Council Bill No. 11-1013 by its having had one reading by title only.

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

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

The meeting recessed at 7:05 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: July 19, 2011
FROM: Jim Remitz, Utility Project Manager
SUBJECT: Authorization For Additional Services – 2011 Wastewater Collection System Projects.

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DECISION POINT:

The Council may wish to authorize the performance of additional professional design services under the existing Agreement for Professional Services between J-U-B Engineers, Inc. and the City of Coeur D'Alene, dated December 21, 2010, for a total fee not to exceed \$56,200.00. These additional professional services will provide for the design of the open trench replacement of deficient and undersized sewer main piping in 1) the Fernan Court area, 2) within Foster Avenue, east of 6th Street and 3) within Nora Street, north of Walnut Avenue.

HISTORY:

The additional services tasks described in the attached Scope of Services, are consistent with the tasks defined within the above referenced Agreement for Professional Services between J-U-B Engineers, Inc. and the City of Coeur D'Alene and will provide for the continuity in the design and construction of the 2011 Wastewater Collection System Projects. Task 110 costs includes survey, preliminary and final design (\$51,200). Task 130 services may include additional soil borings, easement acquisition assistance, etc. when requested and authorized in writing by the City (\$5,000).

PERFORMANCE ANALYSIS:

J-U-B Engineers, Inc. has successfully performed similar professional services to the satisfaction of the Coeur D'Alene Wastewater Department. Performing the required geotechnical and survey field work associated with this design work in calendar year 2011 will allow for the solicitation of bids for the construction of these improvements early in 2012 (January or February) with the resulting construction completed by June 30, 2012.

FINANCIAL ANALYSIS:

Funding for this authorization will come from the approved 2010-2011 City of Coeur D'Alene Wastewater Operating Fund budget. Funds have been budgeted and are available.

RECOMMENDATION:

Approve the attached Scope of Services and fee proposal for the additional professional design services and authorize staff to sign an agreement with J-U-B Engineers, Inc. for these additional services

RESOLUTION NO. 11-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN ADDITIONAL SERVICES AGREEMENT WITH J.U.B. ENGINEERING FOR THE 2011 WASTEWATER COLLECTION SYSTEM PROJECTS; APPROVING CHANGE ORDER NO 1 WITH PLANNED AND ENGINEERED CONSTRUCTION, INC. FOR THE 2011 WASTEWATER COLLECTION SYSTEM CIPP PROJECT; APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE SPOKANE SHERIFF'S DEPARTMENT FOR AN AIR SUPPORT UNIT; AND APPROVING A BID AWARD AND CONTRACT WITH COEUR D'ALENE PAVING FOR THE 15TH STREET RECONSTRUCTION PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) Approving an Additional Services Agreement with J.U.B. Engineering for the 2011 Wastewater Collection System Projects;
- 2) Approving Change Order No 1 with Planned and Engineered Construction, Inc. for the 2011 Wastewater Collection System CIPP Project;
- 3) Approving a Memorandum of Understanding with the Spokane Sheriff's Department for an Air Support Unit;
- 4) Approving a Bid Award and Contract with Coeur d'Alene Paving for the 15th Street Reconstruction Project;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" 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 2nd day of August, 2011.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

July 19, 2011

Mr. Jim Remitz
City of Coeur d'Alene
Wastewater Department
765 W. Hubbard Avenue
Coeur d'Alene, ID 83814

RE: 2011 COLLECTION SYSTEM PROJECTS – PROPOSAL FOR ADDITIONAL DESIGN

Dear Jim:

Please find attached a proposal for review and comment regarding additional open trench design as requested. The proposal covers the following areas: Fernan Court, Foster Avenue east of 6th Street, and Nora Street north of Walnut Avenue.

The Fernan Court sewer poses several challenges. In particular, the significant settlement experienced to the north may extend south towards the sanitary sewer. We have therefore included geotechnical exploration with a small track mounted drill rig to explore soil conditions to an approximate depth of 20 feet. The drill rig has a small footprint which results in minimal surface disturbance and improved access to backyards; however, the mobilization and operating costs are more than traditional drill rigs. As noted in the attached scope of work, we are estimating three borings. If additional borings are desired, we are proposing to perform the work under the additional services task. We also expect more intensive survey with this area since the sewer is on back lot lines with significant surface improvements by homeowners.

The sewer on Foster Avenue east of 6th Street is an extension of previous design and construction in 2008 and has been targeted for replacement since it is currently only a 6 inch main line. The sewer is within the street section with the exception of the final reach to the north between 8th Street and 9th Street, and is approximately 9 to 12 feet deep. The last reach is on Nora Street and is also within the roadway. The project serves to replace an existing 6 inch main line that is bordered by residential land uses, although some commercial properties are within a block of the project.

If you have any questions or comments as you review this proposed scope of services, please do not hesitate to call.

Sincerely,

J-U-B ENGINEERS, Inc.

Levi T. Shoolroy, P.E.
Project Manager

Enclosure

COPY



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Authorization for Additional Services

CLIENT: City of Coeur d'Alene
Project Name: Wastewater Utility 2011 Collection System Project
J-U-B Project Number: 20-11-011

1. Additional Services. The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated December 21, 2010. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Additional Services: Provide additional open trench design, as requested, covering the areas of Fernan Court, Foster Avenue east of 6th Street, and Nora Street north of Walnut Avenue, in accordance with attached letter to the City dated 7/15/11 and Attachment A-1 Scope of Services and Attachment B-1 Fee Breakdown.

2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

Name Date

3. Payment for Additional Services. Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Task 110: Preliminary and Final Design, on a lump sum basis of \$51,200;
The total amount for Task 110 is hereby modified to \$103,000 (\$51,800 original scope + \$51,200 this additional services)
Task 130: Additional Services, on a time & materials basis, using J-U-B's standard billing rates, estimated at \$5,000.
The total amount for Task 130 is hereby modified to \$10,000 (\$5,000 original scope + \$5,000 this additional services).

4. Schedule of Services. Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

As outlined in Attachment A-1.

Dated this 19th day of July, 2011

CLIENT: City of Coeur d'Alene

J-U-B ENGINEERS, Inc.

By: Project Representative or Authorized Signatory for CLIENT

By: Stephen P. James Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

STEPHEN P. JAMES, SENIOR PROJECT MANAGER
Print or Type Name and Title

ATTACHMENT A-1**SCOPE OF SERVICES****City of Coeur d'Alene Wastewater Utility****2011 Collection System Projects: Fernan Court, Foster Avenue, and Nora Street**

TASK 1**OPEN TRENCH SEWER REPLACEMENT****Background and Objective**

Wastewater has identified three potential areas for Open Trench replacement in fiscal year 2012. The reaches are generally described as follows:

- Fernan Court:
 - In January 2011, the sewer main from Manhole M7-01B to M7-01C in the Fernan Court area experienced a sewer back-up. The main line evidenced significant root intrusion at one service, which was believed to be the cause of the back-up. Once the roots were removed, the segment in question and upstream lines were inspected by City crews using closed circuit television (CCTV). The next upstream segment was impassable due to deposition and was subsequently cleaned. Reportedly within a week the upstream segment was again impassable due to significant additional deposition. Based on our discussions with you, the area in question may be experiencing subsidence as a result of organic debris or other unsuitable backfill in the area. Previous work by the City on E. Fernan Ct. discovered such material to depths of 5 to 20 feet.
 - The reaches considered are: Manholes M7-01B to M7-01E (three reaches of 8 in sanitary sewer, totaling approximately 800 ft)
- Foster Avenue
 - The sanitary sewer on Foster Avenue east of 6th Street consists of 6 in sanitary sewer mains for approximately 1,100 ft, including approximately 290 ft in an alley / backyard alignment. The driver for replacing this sewer is understood to be undersized main lines per current design standards.
 - The reaches considered are: Manholes BUS9A-02 to BUS9A-04B.
- Nora Street
 - The sanitary sewer on Nora Street north of Walnut Avenue consists of 6 in sanitary sewer mains for approximately 500 ft. The driver for replacing this sewer is understood to be undersized main lines per current design standards.
 - The reaches considered are: Manholes L3-01 to L3-02B.

Approach

Preliminary design will include field investigations, review of CCTV inspection performed by the City, discussions with City crews relative to historical problems on the sewer mains, survey, development of concept plans and profiles, and preparation of final plans and specifications for bidding purposes. For Fernan Court, the work will also include a geotechnical investigation and evaluation of the existing soils and a neighborhood meeting. Bid and construction support, if requested at the completion of the final design phase, will be determined in a subsequent scope of services.

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

Task 110 – Prioritization and Preliminary Design (Items 110.51 through 110.67 on the attached Labor-Hour Estimate): Gather, document, review existing conditions and identify potential construction conflicts. Develop preliminary plans for initial discussion and review by the CITY. The activities are as follows:

- 1) The following sanitary sewer reaches will be considered for design in 2011:
 - a) Fernan Court: Manholes M7-01B to M7-01E (three reaches of 8 in sanitary sewer, totaling approximately 800 ft)
 - b) Foster Avenue: Manholes BUS9A-02 to BUS9A-04B (four reaches of 6 in sanitary sewer, totaling approximately 1,100 ft)
 - c) Nora Street: Manholes L3-01 to L3-02B (two reaches of 6 in sanitary sewer, totaling approximately 500 ft.
- 2) Collect topographical survey for the three areas identified above. Survey will include collection of surface improvements within the alleys and streets in the CITY right-of-way for the projects, sanitary sewer locations and depths to inverts, utilities as marked by the utility owners based on a One Call for construction (request to be made by J-U-B), utilities as marked by CITY storm water utilities, and any available, found property pins within the project area. Property lines will be approximated using the CITY's GIS database and the County Assessor's Map; a boundary survey is not included in this scope.
- 3) Develop one concept drawing each for the open trench reaches based on replacing the existing sanitary sewer main lines (6- or 8- inch) with 8-inch sanitary sewers along the same alignment, or minor adjustments in alignment within the existing alleys' extents, and matching inverts. The concept drawings will include a CITY-provided orthophoto of the project area and assessor map.
- 4) Services will be located at the main line based on closed circuit television (CCTV) performed by the CITY. The laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project.
- 5) Specific work related to the Fernan Court sewer only:

- a) Review historical photographs of the area to identify past land uses or topographical features that may indicate areas of uncontrolled backfill or other causes of ground settlement in the project area.
 - b) Utilizing Strata as a geotechnical subconsultant, conduct a geotechnical evaluation of the soil along the sanitary sewer alignment from Manholes M7-01C to M7-01E.
 - i) A low impact, portable drill rig that can access the backyards through gates is expected to be used for borings to a depth of 20 ft. Three borings are budgeted.
 - ii) Pending preliminary findings from these borings, additional borings may be recommended by ENGINEER; however, additional borings will not be completed without authorization from the CITY for additional services.
 - iii) Following completion of the borings, prepare a draft geotechnical report summarizing the findings and recommending corrective measures for construction of the replacement sewer. A final geotechnical report will be issued following receipt of comments from the CITY.
 - c) Prepare an engineering memorandum identifying options for replacing the sanitary sewer. Final design will be based on the CITY's preferred option.
 - d) At the conclusion of preliminary design, conduct one neighborhood meeting to present and discuss the preferred replacement approach. Following the neighborhood meeting, prepare a summary of comments received for review by the CITY and consideration in final design.
- 6) Review concept drawings and concept opinions of probable cost with the CITY Wastewater Utility for concurrence before proceeding with final design.
 - 7) Submit a set of the concept drawings to potentially affected utilities for their information.

Task 110 – Final Plans and Preparing Bid Documents (Items 110.68 through 110.76 on the attached Labor-Hour Estimate): Based on CITY comments from the concept design, the concept drawings will be finalized in calendar year 2011. The activities are as follows:

- 1) Develop bid documents, technical specifications, and final plans for competitive bidding. The Contract Documents will be based on the latest edition of the ISPWC with supplemental technical specifications as required for the project.
 - a) Given the unknown soil conditions on Fernan Court, it is assumed in this scope of services that design will be for excavation to existing pipe invert, replacement of the existing sewer in its current location, backfill, and subsequent surface repair. If more elaborate or extensive corrective measures are identified through the geotechnical evaluation, neighborhood meeting, and subsequent selection of a preferred option by the CITY, this may constitute a change in the scope of services resulting in additional services.
- 2) Conduct internal QC/QA of the Contract Documents.

- 3) Provide Engineer's opinion of probable construction cost for the projects.
- 4) Submit five sets of Agency Review plans, specifications, and contract documents to the CITY Wastewater Utility for review and approval. Wastewater will distribute the five copies to the City Engineering Department, Water Department, Storm Sewer Department, legal department, IDEQ (following a QLPE review), and other departments as CITY deems necessary.
- 5) Submit one set of Agency Review plans each to potentially affected utilities (communication, power, gas, etc.) for informational purposes.
- 6) Incorporate CITY and IDEQ comments (as applicable) and develop final bid sets.
- 7) Provide 5 sets of final Contract Documents, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, affected utilities and interested contractors.

Task 120 - Contract Bidding and Construction Phase Services: No construction phase services are included in the scope of services.

Task 130 – Additional Services: The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested and authorized in writing by the CITY. Such authorization shall also state the negotiated amount and method of compensation by the CITY. When authorized, the ENGINEER will:

- Coordinate or attend neighborhood informational meetings for the project(s), other than for Fernan Court as outlined above.
- Prepare exhibits and descriptions for CITY's use in acquiring temporary or permanent easements.
- Redesigning or updating the plans or specifications for bidding and construction in subsequent years.
- Perform boundary survey work.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CITY in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during the geotechnical evaluation / drilling or during construction.
- And other additional services specifically requested by CITY.

Schedule: The proposed schedule for Task 1 is as follows:

Task	Days
110 – Topographical Survey	20
110 – Preliminary Design (from completion of utility locates)	45
110 – Final Design (from selection of preferred options at concept)	30
120 – Contract Bidding and Construction Phase Services	N/A
130 – Additional Services	N/A

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

- Preliminary and Final Design: On a lump sum basis of \$51,200.
- Additional Services: On a time and materials basis, using J-U-B's standard billing rates, estimated at \$5,000.

Attachment B-1 - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2011 Collection System Projects: Open Trench
- Fernan Court, Foster Avenue, and Nora Street

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Survey Tech / Drafting	PLS	Survey Crew	Clerical	Expenses	Subconsultants	Task Totals
110	Preliminary and Final Design											
110.51	Preliminary Design											
110.52	Topographical survey; Fernan Court: MH A7-01B to A7-01E		2		4	16	6	32		\$500		\$7,900
110.53	Foster Avenue: MH BUS9A-02 to BUS9A-04B			4	1	8	4	16		\$250		\$3,900
110.55	Nora Street: MH L3-01 to L3-02B			1	1	4	2	6		\$150		\$1,700
110.56	Geotechnical evaluation (Fernan Court only) Equipment mobilization (specialty drill rig)										\$3,500	\$3,500
110.57	Three bores to approximately 20 ft		1		8	1					\$7,500	\$8,400
110.58	Analysis and recommendations; final report		2		2						\$2,500	\$3,200
110.59	Concept development and CCTV review			2								\$2,600
110.61	Fernan Court: MH A7-01B to A7-01E		1		12	16				\$100		\$600
110.62	Review historical photographs and land use		1		4							\$2,600
110.63	Foster Avenue: MH BUS9A-02 to BUS9A-04B		2		12	16						\$1,400
110.64	Nora Street: MH L3-01 to L3-02B		1		8	8			4	\$100		\$1,600
110.65	Neighborhood meeting (Fernan Court only)		4		2	2						\$600
110.66	Concept opinion of probable cost.		2		4							\$900
110.67	Concept review with the CITY		4		4							\$2,600
110.68	Final Design											\$2,600
110.69	Fernan Court: MH A7-01B to A7-01E		2		12	16						\$2,600
110.70	Foster Avenue: MH BUS9A-02 to BUS9A-04B		2		12	16						\$1,400
110.71	Nora Street: MH L3-01 to L3-02B		1		8	8			8			\$1,800
110.72	Specifications		4		4							\$600
110.73	Opinion of Probable Cost		2		4							\$900
110.74	Review with the CITY		4		4							\$1,000
110.75	QC/QA review		4									\$1,400
110.76	Preparing, binding, and distribution final Contract Documents		2		2	2			8	\$100		\$1,200
	SUBTOTAL		11	39	108	113	12	54	20	\$1,200	\$13,500	\$51,200
120	Bidding through Construction											
120.51	N/A											
	SUBTOTAL										TOTAL	\$56,200
130	Additional Services											
130.51	Additional geotechnical borings (estimated cost per each)										\$2,500	\$2,500
130.52	Others (to be determined)										\$2,500	\$5,000
	SUBTOTAL										\$5,000	\$5,000
											Preliminary and Final Design	\$51,200
											Bidding through Construction	N/A
											Additional Services	\$5,000

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: July 21, 2011
FROM: Jim Remitz, Utility Project Manager
SUBJECT: 2011 Wastewater Collection System Projects –CIPP Change Order No.1

=====

DECISION POINT:

The Council may wish to authorize Change Order No. 1 for the installation of Cured-In-Place-Pipe (CIPP) rehabilitation of existing sewer piping under the existing Contract between Planned and Engineered Construction, Inc. (PEC) and the City of Coeur D’Alene, dated May 3, 2011, for a total cost of \$50,112.00. The additional work will provide for the CIPP rehabilitation of approximately 1,846 linear feet of 8 inch and 12 inch diameter sewer piping.

HISTORY:

This extra CIPP rehabilitation was requested by the Coeur D’Alene Wastewater Department in order to rehabilitate recently discovered deteriorated sewer piping segments and to take advantage of the bid prices received from PEC, Inc. as part of the existing contract.

PERFORMANCE ANALYSIS:

PEC, Inc. has successfully performed similar rehabilitation work to the satisfaction of the Coeur D’Alene Wastewater Department.

FINANCIAL ANALYSIS:

Funding for this extra work will come from the approved 2010-2011 City of Coeur D’Alene Wastewater Operating Fund budget. Funds have been budgeted and are available. Change Order No. 1 will increase the contract amount by \$50,112.00 from the original contract amount of \$225,846.00 to a new contract amount of \$275,958.00.

RECOMMENDATION:

Approve and authorize staff to sign/execute the attached Change Order No. 1.

CHANGE ORDER

ONE (1)

PROJECT: CITY OF COEUR D'ALENE WASTEWATER UTILITY
2011 CURED-IN-PLACE PIPE (CIPP) PROJECT

DATE OF ISSUANCE: JULY 21, 2011

EFFECTIVE DATE: JULY 21, 2011

OWNER: CITY OF COEUR D'ALENE

OWNER's Contract No.

CONTRACTOR: Planned and Engineered Construction, Inc.

ENGINEER: J-U-B ENGINEERS, Inc.

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

Description: Additional Work - See Breakdown on attached pages

Attachments: (List documents supporting change):
See attached breakdown of additional work and Map layout

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$225,846.00	Original Contract Times Ready for final payment: August 11, 2011
Net changes from previous Change Orders No. -0- to -0- \$0.00	Net changes from previous Change Orders No. -0- to -0-
Contract Price prior to this Change Order \$225,846.00	Contract Times prior to this Change Order Ready for final payment: August 11, 2011
Net Increase of this Change Order \$50,112.00	Net Increase (decrease) of this Change Order
Contract Price with all approved Change Orders \$275,958.00	Contract Times with all approved Change Orders Ready for final payment: August 11, 2011

RECOMMENDED: APPROVED: ACCEPTED:

BY: _____
Engineer(Authorized Signature)

BY: _____
Owner (Authorized Signature)

BY: _____
Contractor (Authorized Signature)

DATE: _____

DATE: _____

DATE: _____

CITY OF COEUR D'ALENE WASTEWATER UTILITY - 2011 CURED-IN-PLACE PIPE (CIPP) PROJECT

Change Order No. 1

- MH A3-05 to A3-04: 8-in, 339 LF
- MH A3-04 to A3-03: 12-in, 468 LF
- MH A3-02 to A3-01: 12-in, 378 LF
- MH A3-01 to A2-22: 12-in, 661 LF

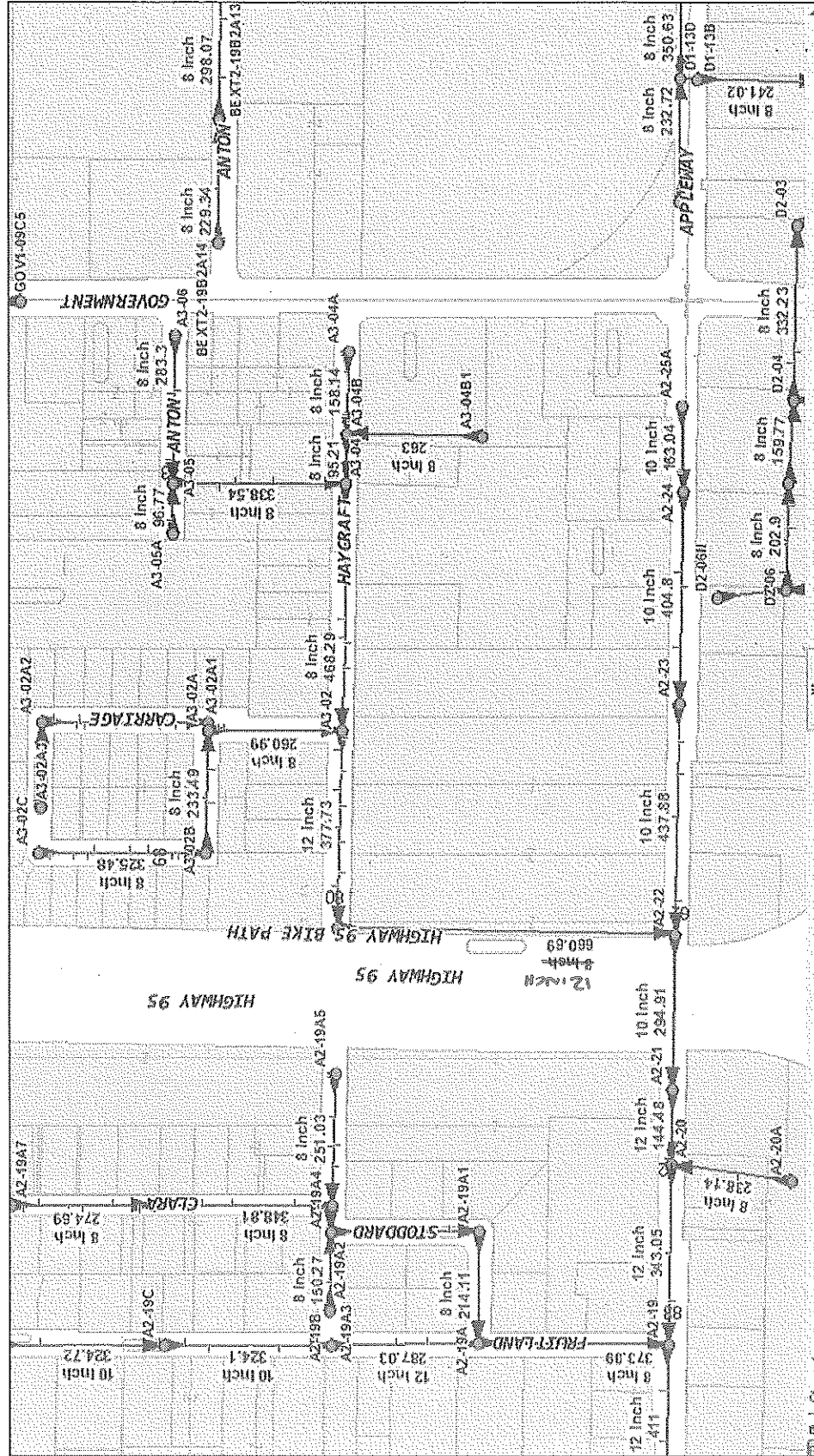
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Change Order No. 1					
2010.4.1.A.1	Mobilization	1	LS	\$500.00	\$500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$2,000.00	\$2,000.00
SP-02541.4.1.A.1	CIPP Rehabilitation - 8" *	339	LF	\$18.00	\$6,102.00
SP-02541.4.1.A.1	CIPP Rehabilitation - 12" *	1,507	LF	\$24.00	\$36,168.00
SP-02541.4.1.C.1	Lateral Reinstatement	24	EA	\$50.00	\$1,200.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	1,846	LF	\$1.00	\$1,846.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	1,846	LF	\$1.00	\$1,846.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$450.00	\$450.00
TOTAL					\$50,112.00

* Indicates payment will be by Plan Quantity

CITY OF COEUR D'ALENE WASTEWATER UTILITY - 2011 CURED-IN-PLACE PIPE (CIPP) PROJECT

Change Order No. 1

- MH A3-05 to A3-04: 8-in, 339 LF
- MH A3-04 to A3-03: 12-in, 468 LF
- MH A3-02 to A3-01: 12-in, 378 LF
- MH A3-01 to A2-22: 12-in, 661 LF



**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: June 30th, 2011

FROM: Steve Childers, Police Captain

SUBJECT: Partnership in the Spokane Sheriff's Department Air Support Unit

Decision Point: Council is requested to approve a partnership between Coeur d'Alene Police and the Spokane County Sherriff's office to have access to a public safety helicopter.

History: Spokane County currently has an air support unit which consists of one helicopter and several paid and volunteer employees. There is no past history; this would be a new program involving Coeur d'Alene Police. We would select one police officer who would be trained and then assigned to at least one shift per month working with the Air Support Unit. The officer would continue to receive training one day per month which takes place in Spokane. If allowed to participate, Coeur d'Alene Police would begin their participation as soon as an officer is selected. The partnership would allow the Coeur d'Alene Police Department access to an air support element that could be used during high profile events, search and rescue missions and general air support during peak hours involving calls for service, along with a host of other missions.

Financial Analysis: There would be a yearly financial obligation however; our this obligation would not begin until the new fiscal year. Funding would come from the Department's FY 2011/2012 financial plan. The financial obligation is currently \$5000 and would be utilized to help maintain the Unit and equipment. We currently pay Spokane sheriff's Department \$600 per hour if we call for air support. In addition, we would allocate one department member, at the rank of patrol officer, who would be trained as a Tactical Flight Officer (TFO). To alleviate any impact on department manning, the officer's training and TFO schedules could occur during his/her regularly scheduled days off and the officer could receive compensatory time in lieu of overtime. If the officer was called to duty on a day other than his normal schedule, they could receive compensation at a rate of time and a half or in compensatory time off.

Performance Analysis: Due to our changing environment, the community we serve expects their Police Department to be run as efficient as possible. By partnering with Spokane County we are able to bring an air support asset to our community for a relatively small financial impact. With this partnership and utilizing current staff we can better serve our community and visitors. We can accomplish this with little expense, but hopefully have a very positive impact.

Decision Point: Council approves the partnership between Coeur d'Alene Police and the Spokane County Sherriff's office to have access to a public safety helicopter.

Stephen W. Childers, Captain
Coeur d'Alene Police Department



**Spokane Regional Air Support Unit
Memorandum of Understanding**

The Spokane Regional Air Support Unit (SRASU) is a joint unit operated by the Spokane County Sheriff's Office, Spokane Police Department, and the Kootenai County Sheriff's Department.

- A. The SRASU has extended to the Coeur d'Alene Police Department the opportunity to join this program.
- B. Under the terms of this memorandum of understanding, the obligations for the Coeur d'Alene Police Department (CDAPD) will be:
 - a. Provide one officer to serve as a Tactical Flight Officer (TFO) at CDAPD's expense.
 - b. The TFO provided by CDAPD will be an employee of the CDAPD at all times he or she is providing duties related to the SRASU. The CDAPD will be responsible for all employee costs related to the TFO it provides, including, but not limited to overtime, workers compensation, and other employee benefits.
 - c. The TFO will fly one to two (1-2) patrol flights per month (approximately a four-hour shift).
 - d. The TFO will attend the monthly ten-hour training day (held on the third Wednesday of every month).
 - e. Contribute five thousand dollars (\$5,000) per year to the SRASU beginning January 1, 2012.
- C. Under the terms of this memorandum of understanding, the obligations for the SRASU will be:
 - a. Conduct the necessary training for the CDAPD TFOs.
 - b. Equip the CDAPD TFO with all necessary SRASU equipment (flight helmet, flight suit, etc). Items not provided by the SRASU include a shoulder holster, Nomex flight gloves, and boots.
- D. As part of the SRASU in 2011, there will be no cost to the CDAPD for airborne law enforcement response when the aircraft is already airborne for previously scheduled patrol flights. For the remainder of 2011, requests for airborne law enforcement that require a flight crew to be called out will be billed at six hundred and twenty-five dollars (\$625) per hour. Beginning in 2012, there will be no cost beyond the five thousand dollars (\$5,000) SRASU annual contribution for SRASU response.
- E. TFOs will be selected jointly between the CDAPD and existing SRASU members.

- a. The CDAPD patrol Captain will forward acceptable candidates to the SRASU supervisor.
- b. The SRASU supervisor will review candidates, may conduct interviews, and will make the final selection.
- F. CDAPD retains authority regarding CDAPD TFOs with regard to performing SRASU-related activities during duty hours.
 - a. It is generally understood that in the event of an SRASU call out within the jurisdiction of the CDAPD, the CDAPD TFO will be requested as one of the primary flight crew members.
 - b. It is generally understood that CDAPD TFOs at times may be requested for call out missions in other jurisdictions as needed.
- G. CDAPD TFOs may be removed from the SRASU at the request of the SRASU supervisor or by CDAPD at any time.
- H. This agreement is mutually severable upon thirty (30) days written notice.

Spokane County Sheriff's Office
 1100 West Mallon Avenue
 Spokane, Washington 99260-0300

Coeur d'Alene Police Department
 3818 Schreiber Way
 Coeur d'Alene, Idaho 83815

 Ozzie D. Knezovich, Sheriff

 Wayne M. Longo, Chief of Police

 Date

 Date

CITY COUNCIL STAFF REPORT

DATE: August 2, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Acceptance of Bid and Contract Award for the 15th Street Reconstruction Project
- Margaret Avenue to Dalton Avenue

DECISION POINT

Staff is requesting that the City Council accept the responsive bid and award the contract for the 15th Street Reconstruction Project – Margaret Avenue to Dalton Avenue that was submitted by Coeur d'Alene Paving, Inc.

HISTORY

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

1.	Coeur d'Alene Paving, Inc.	\$ 453,060.30
2.	MDM Construction, Inc.	\$ 524,819.50
3.	Interstate Concrete & Asphalt, Inc.	\$ 530,094.00
4.	LaRiviere Equipment & Excavation	\$ 561,634.70

Engineer's Estimate	\$477,520.30
---------------------	--------------

FINANCIAL ANALYSIS

The 15th Street Project is a budgeted project. The City's contribution will come from impact fees, street overlay, and, stormwater utilities. The responsive low bidder is within the engineer's estimate, therefore, we are within budget.

PERFORMANCE ANALYSIS

This project which initiated in 2007 with the purchase of a few parcels of additional right-of-way on 15th Street has finally come to fruition. Elements of the project are infill placement of concrete curb and gutter, sidewalk installation on the west side and bike path expansion on the east side, stormwater facilities, road widening, and, installation of a traffic signal at the 15th St./Margaret Ave./Shaddock Lane intersection. There is a sixty (60) calendar day construction time frame on the project.

RECOMMENDATION

Staff recommends a motion to approve Coeur d'Alene Paving, Inc. as the low bidder, and requests the authorization for the Mayor to execute the contract and direct staff to issue the notice to proceed for the 15th Street Reconstruction Project – Margaret Avenue to Dalton Avenue.

CONTRACT

THIS CONTRACT, made and entered into this 2nd day of August, 2011, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **COEUR D'ALENE PAVING, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 120 E. Anton Avenue, Coeur d'Alene, Idaho, 83814, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the 15th Street / Margaret Avenue to Dalton Avenue project according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Four Hundred Fifty Three Thousand Sixty and 30/100 Dollars (\$453,060.30).

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

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

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal

corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

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

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda - No. 1, dated July 22, 2011, Traffic Signal Installation

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

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

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
Coeur d'Alene Paving, Inc.

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of August, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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



STATE OF IDAHO)
) ss.
County of Kootenai)

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

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

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

STAFF REPORT

TO: General Services Committee

FROM: Steve Childers
Police Captain

SUBJECT: Purchase of Side by Side Utility Vehicle

DATE: June 29, 2011

Decision Point: Authorization to purchase a side by side utility vehicle.

History: Over the past 4 years the Coeur d'Alene Police Department has partnered with Specialty Sales and Recreation where we were able to acquire a Kawasaki UTV through a Public Safety Loan Program, however the loan program has been discontinued. Research for similar programs has proven to be non-existent. Coeur d'Alene Police have utilized the vehicle for the following reasons. (1) Special events, such as July 4th, Ironman and Car d'Alene (2) Utilize police volunteers to patrol Centennial Trail and other pedestrian trails and parks (3) as a utility/work vehicle around the police department including snow removal. However, if a purchase is approved we would extend the use to drug enforcement operations as well.

Financial Analysis: After research of several makes and models it has been determined that the Polaris Ranger 500 would be the most practical. It is also the least expensive. The total cost of this vehicle is approximately \$11,087. This includes the cost of the vehicle plus miscellaneous equipment such as canvass cab and small snow plow. Funding would be accomplished utilizing Asset forfeiture funds.

Quality of Life Analysis: Due to our changing environment, the community we serve expects their Police Department to be run as efficient as possible. By utilizing asset forfeiture dollars we will be able to obtain a utility vehicle without impacting the Police Department budget. To continue having access to such a vehicle will impact our community in a positive manner.

Decision Point: Purchase a side by side utility vehicle.
Steve Childers
Police Captain



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

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

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

Name of Eating Establishment	FIRE		
Applicant's Name	Doug Johnson		
Mailing Address	517 E. Sherman		
Physical Address	517 E. Sherman		
City, State Zip	Coeur d'Alene ID 83814		
Business Telephone	208-676-1743		
Contact person :	Doug Johnson		
Contact Numbers	Home Phone : 208-765-4786	Cell: 208-692-2063	e-Mail freerange.doug@gmail.com

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

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

Please supply a copy of your current menu
What hours is the full menu available? Start 11A End 12 midnight
What days are the full menu available? All

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

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

_____ Signed encroachment application

Include Fee: 16 Number of Seats x \$19.28 per seat (Sewer Cap fee) = 308.00 ^{308.48}

If located on sidewalk or City property \$115.00 Encroachment Fee 115.00 ^{423.48}

Total Due \$ 523.00

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 6/2011
Department Name / Employee Name / Date

Request made by: JAMES V. HAWKINS 208-664-3900
Name / Phone
910 West Steamboat Drive Coeur d'Alene ID 83814
Address

The request is for: / / Repurchase of Lot(s) William & Agnes Hawkins
/X/ Transfer of Lot(s) from _____ to James V & Gail R Hawkins

Niche(s): _____
Lot(s): 13, 14, 15, 16, _____, _____. Block: B6 Section: A

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", affidavits of authorization must be attached.

Title transfer fee (\$ 40.00) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Sheri Caswell
Accountant 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 Cemetery Book of Deeds is listed as:
William and Agnes Hawkins
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 100.00 per lot.

RDE 7/22/11
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 claim: _____ 7-22-11
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.

Susan K Weather 7-25-11
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.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 7/19/2011
Department Name / Employee Name / Date

Request made by: Candice Nelson 405-9274
Name / Phone

PO Box 2967 Hayden ID 83835

The request is for: Estate of Elsie James Burt 1095 East Dalton Ave. CDA 83815
100 Norman C. Burt
 Repurchase of Lot(s)
 / / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 069, _____, _____, _____, _____, _____ Block: D Section: Annex

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* Daughter of owner

*If "executor" or "other", affidavits of authorization must be attached.
Title transfer fee (\$ N/A) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vernie J. Jensen
Accountant 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 Cemetery Book of Deeds is listed as:
Mrs Elsie E James (Burt)
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 200 - per lot.

RDE 07/19/2011
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 claim: _____ 7-19-2011
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.

Susan K. Weather 7-20-11
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.

**CITY COUNCIL
STAFF REPORT**

DATE: August 2, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: James Watt, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document for the James Watt subdivision, a two (2) lot commercial subdivision.

HISTORY

- a. Applicant: City of Coeur d'Alene
City Hall
710 E. Mullan Avenue
Coeur d Alene, ID 83814
- b. Location: Northwest corner of Howard Street and Neider Avenue.
- c. Previous Action: Preliminary plat approval – October 2010.

FINANCIAL ANALYSIS

There are no financial issues or agreements with this subdivision.

PERFORMANCE ANALYSIS

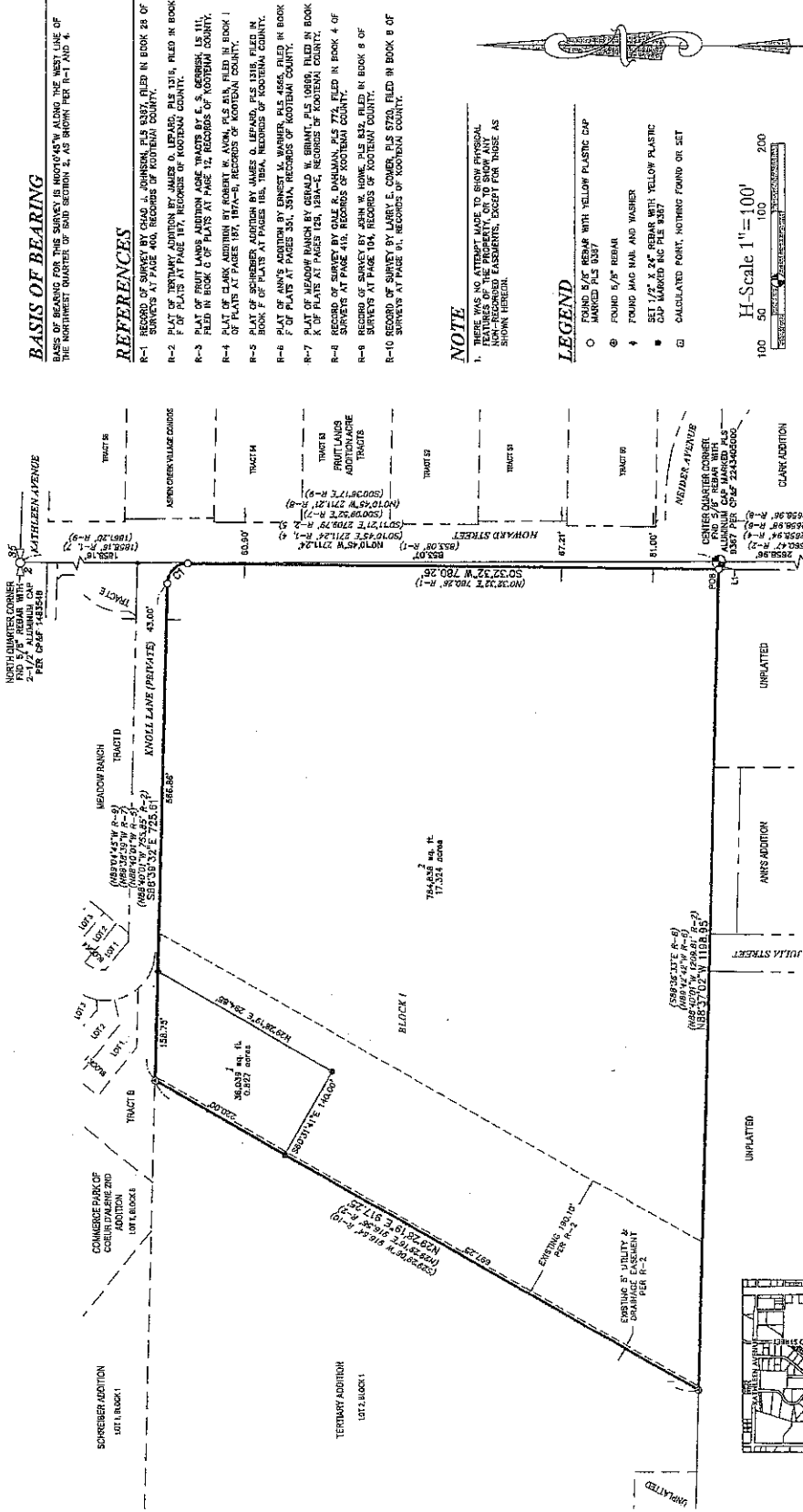
This subdivision is a replat of Lot 3, Block 1 of the previously platted Tertiary Addition, the site of the City's compost processing facility. There are no infrastructure developments that need to be addressed. All required improvements have been previously installed.

DECISION POINT RECOMMENDATION

Approve the final plat document.

JAMES WATT

OF A PORTION OF LOT 3, BLOCK 1 OF TERTIARY ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING

BASES OF BEARING FOR THIS SURVEY IS MAGNETICALLY ALIGNED THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, AS SHOWN PER R-1 AND 4.

REFERENCES

- R-1 RECORD OF SURVEY BY PAUL J. JENSEN, PLS 1857, FILED IN BOOK 28 OF SURVEYS AT PAGE 400, RECORDS OF KOOTENAI COUNTY.
- R-2 PLAT OF TERTIARY ADDITION BY JAMES O. LEFARO, PLS 1315, FILED IN BOOK F OF PLATS AT PAGE 187, RECORDS OF KOOTENAI COUNTY.
- R-3 PLAT OF FRUITLANDS ADDITION ACHE TRACTS BY E. S. GERBER, PLS 111, FILED IN BOOK C OF PLATS AT PAGE 12, RECORDS OF KOOTENAI COUNTY.
- R-4 PLAT OF CLARK ADDITION BY ROBERT R. AVON, PLS 834, FILED IN BOOK I OF PLATS AT PAGES 187, 187A-B, RECORDS OF KOOTENAI COUNTY.
- R-5 PLAT OF SCHROEDER ADDITION BY JAMES O. LEFARO, PLS 1316, FILED IN BOOK F OF PLATS AT PAGES 185, 185A, RECORDS OF KOOTENAI COUNTY.
- R-6 PLAT OF ANN'S ADDITION BY ERNEST W. WARDNER, PLS 486, FILED IN BOOK F OF PLATS AT PAGES 351, 351A, RECORDS OF KOOTENAI COUNTY.
- R-7 PLAT OF MADISON RANCH BY GERALD W. BRIMM, PLS 1080, FILED IN BOOK R OF PLATS AT PAGES 154, 154A-C, RECORDS OF KOOTENAI COUNTY.
- R-8 RECORD OF SURVEY BY JOHN W. HORN, PLS 834, FILED IN BOOK 4 OF SURVEYS AT PAGE 410, RECORDS OF KOOTENAI COUNTY.
- R-9 RECORD OF SURVEY BY JOHN W. HORN, PLS 834, FILED IN BOOK 8 OF SURVEYS AT PAGE 104, RECORDS OF KOOTENAI COUNTY.
- R-10 RECORD OF SURVEY BY LARRY E. COMER, PLS 8720, FILED IN BOOK 8 OF SURVEYS AT PAGE 81, RECORDS OF KOOTENAI COUNTY.

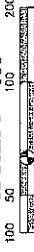
NOTE

THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY ENCUMBRANCES OR EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP
- FOUND 5/8" REBAR
- ⬇ FOUND MAG NAIL AND WASHER
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED INC FILE #387
- CALCULATED POINT, NOTHING FOUND ON SET

H-SCALE 1" = 100'

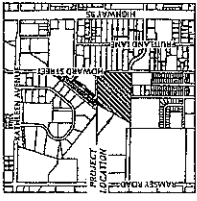


JAMES WATT
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DATE: 07/26/10
DRAWN BY: SNA
CHECKED BY: SNA
SCALE: 1" = 100'
PROJECT NO: 10-087
SHEET 1 OF 2

Line Table	Line	Length	Direction
1	(R-1)	10.86	S89°37'02"W

Curve Table	Curve #	Length	Radius	Delta	Chord	Direction
1	(R-1)	46.70	30.00	68°10'55"	43.13	S44°00'08"E



VICINITY MAP
NOT TO SCALE

ANNOUNCEMENTS

Memo to Council

DATE: July 25, 2011

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the August 2nd Council Meeting:

BARBARA MUELLER
ROBERTA LARSEN

ARTS COMMISSION
ARTS COMMISSION

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

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

Memo to Council

DATE: July 25, 2011

RE: Appointments to Boards/Commissions/Committees

The following re-appointments are presented for your consideration for the August 2nd Council Meeting:

JOHN WILLIAMS
ANN MELBOURN

PARKING COMMISSION
PARKING COMMISSION

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Amy Ferguson, Parking Commission Staff Support

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**July 25, 2011
PUBLIC WORKS COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Jon Ingalls, Deputy City Admin.
Amy Ferguson, Executive Assistant
Warren Wilson, Deputy City Atty
Troy Tymesen, Finance Director
Jim Remitz, Utility Project Mgr.
Doug Eastwood, Parks Director
Gordon Dobler, Engineering Svcs Dir.
Kim Harrington, Engineering Tech.
Judy House, Claims Mgr.
Karen Haskew, Urban Forester

Item 1 Authorization for Additional Services – 2011 Wastewater Collection System Projects

Consent Calendar

Jim Remitz, Utility Project manager, presented a request for authorization of additional professional design services under the existing Agreement for Professional Services between J-U-B Engineers, Inc. and the City of Coeur d'Alene, dated December 21, 2010, for a total fee not to exceed \$56,200.00. Mr. Remitz noted in his staff report that these additional professional services will provide for the design of the open trench replacement of deficient and undersigned sewer main piping in (1) the Fernan Court area, (2) within Foster Avenue, east of 6th Street and (3) within Nora Street, north of Walnut Avenue. Performing the required geotechnical and survey field work associated with this design work in calendar year 2011 will allow for the solicitation of bids for the construction of these improvements early in 2012 (January or February) with the resulting construction completed by June 30, 2012. Funding for this authorization will come from the approved 2010-2011 City of Coeur d'Alene Wastewater Operating Fund budget. Funds have been budgeted and are available.

Councilman McEvers asked how these items were missed. Mr. Remitz responded that they are *additional* projects that they intend to construct in 2012. They would like to get the design done this fall so they can put it out to bid earlier in the winter and get better prices.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution #11-025, authorizing an agreement with J-U-B Engineers, Inc. for additional professional design services for a total fee not to exceed \$56,200.00. Motion carried.

Item 2 Topographic and Traffic Analysis at McEuen Park

Doug Eastwood, Parks Director, presented a request to authorize Team McEuen led by Miller/Stauffer Architects to do the topographical survey and traffic analysis for the proposed new park. Mr. Eastwood noted in his staff report that McEuen Park was recently approved to move forward and have the design documents completed for Phase I and the bidding process. Phase I includes a topographic survey of the entire site and a traffic analysis. The park project also involves connectivity to the downtown area which may suggest a change in vehicle traffic movement on Front Street, Third Street, and 4th Street. The traffic

analysis will provide traffic pattern information to help determine the street improvements. The analysis will also study the traffic movement away from the park to determine impacts on other arterials. The topographic survey will cost \$30,800, and will be paid out of the Parks Capital Improvement Fund. The traffic analysis will cost \$29,500 and will be paid out of the Parking Fund. Completing this work this summer will provide Team McEuen with the necessary data to design the construction documents over the next several months in preparation of bidding Phase I.

Mr. Eastwood commented that stormwater retention is included in the topographical study. They also want to begin the traffic analysis now while there is traffic. They are in the process of negotiating construction documents for the project but it will be awhile. The topographical study is needed early on for everything that they do from this point forward. The traffic study will include traffic analyses from 2nd to 7th, Sherman Avenue, and Front Street to determine access and disbursement from the park.

Councilman Hassell asked if the monies have been allocated from the Parking Fund. Mr. Tymesen said that the Parking Fund does not have it in its financial plan right now so the city would need to amend the budget. Funds are available that could be allocated to the Parking Fund.

Councilman Goodlander asked if the traffic analyses would look at how the changes would impact neighborhoods further north. Mr. Eastwood said that he is not sure how far north the analyses would go, but once the vehicles leave the park and whichever arterial they hit, if they are going north, he would suspect they will stay north for awhile.

Councilman McEvers asked what is next after the completion of the topographical survey and traffic study. Mr. Eastwood said that when they are completed they will have all the data they need to start to put together the components of Phase I in the McEuen project, and parking is a part of that phase.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution 11-026, authorizing an agreement with Miller/Stauffer Architects-Team McEuen for the McEuen Park Topographic Survey in the amount of \$30,800, and Resolution 11-027, authorizing an agreement with Miller/Stauffer Architects-Team McEuen for the McEuen Park Traffic Study in the amount of \$29,500.00. Motion carried. Motion carried.

Item 3 Mitigation Plan for Maintenance of the Flood Control Works (Levee)

Gordon Dobler, Engineering Services Director, presented a power point slideshow about the history of the levee and flood control works, and the elements of the Army Corps inspection report. He further discussed the process for levee certification.

Mr. Dobler also noted in his slideshow what would happen if the levee can't be certified, and said that while we are dealing with the Army Corps on the physical issues, FEMA is the insurance company. FEMA can unilaterally choose to accept to not accept what the Army Corps offers them. In the end, if FEMA is not satisfied, they can decide whether they are going to leave the Ft. Grounds area in a protected zone or not.

Mr. Dobler also discussed the standards for vegetation, and the removal of stumps and roots. He noted that vegetation can be an obstruction for inspection and flood fighting, and visually illustrated how erosion, root invasion, and slumping of banks creates a safety issues. Mr. Dobler further noted that the right of way for the dike just covers the road at the top, and the easement only goes to the "toe" of the levee. Anything outside of the "toe" is not in the city's easement. He also noted that the city and NIC will need to get permits for all encroachments, including signs, benches, restrooms, etc. Most of the more

substantial encroachments will be the responsibility of NIC to obtain the required permits and take the lead with design and repair.

Mr. Dobler discussed what would happen if the city did nothing. In that case the city would not be eligible for federal funding for post-flood rehab. The areas behind the levees will be mapped as high risk areas and flood insurance will be required for buildings with mortgages from federally regulated or insured lenders. In addition, there would be development restrictions and it would be very onerous to meet their requirements. Any new construction or substantial remodel would have to conform to FEMA regulations for constructing in a flood zone.

Mr. Dobler noted in his staff report that the city received their summary report in March and is required to respond with a proposed mitigation plan within 90 days. The city received a 60 day extension in order to accommodate certain clarifications the city requested. The city has up to 2 years, and possibly longer, to come into compliance.

The staff report further noted that staff has met with the representatives of the college several times over the past months to form a partnership whereby it can address the non-compliant items. Mr. Dobler also noted that with NIC as a partner, he thinks we can bring a lot of solutions to the table. The city has the ability to use part-time in house work to address some of the issues, such as concrete repair. The city can also move forward with some of the vegetation removal in the off season with part-time workers. He doesn't think the impact will be hugely significant. Funding sources would be NIC, possibly stormwater funding, and wherever funding can be found in the city's budget.

Mr. Dobler noted that a reasonable course of action at this point would be to file the mitigation plan in the required time frame and pursue any options open for preserving the larger trees in the embankment. Staff could proceed with removing brush and thinning the smaller trees, which would allow restoration of the embankment in those areas, which would mostly likely be done in the winter months. Staff can also proceed with concrete repair and permitting of the encroachments.

Councilman Hassell asked about the area about the Wastewater Treatment plant and if the levee in that area is the same height with the same problems. Mr. Dobler said that the Wastewater Treatment plant area has the same issues, including erosion and vegetation.

Councilman Goodlander asked about creating trails on both sides of the levee to get down to the water and NIC, and if it mattered how many steps or trails were put in. Mr. Dobler said that the number of steps put in is not limited. The main concern is how they are installed. They would need to meet building code criteria and be above the line of embankment on both sides.

Mr. Dobler said that FEMA is asking the Army Corps to go back and recheck their calculations and recertify because there are a few cases where the Army Corps has said a dike or levee is fine and FEMA has disagreed and removed it from the protected area. He further noted that the Seattle District, of their own accord, has been allowing certain kinds of variances, but they are not significant. They have also been told by the National Army Corps that they may not be allowed to continue allowing the variances.

Councilman Goodlander said that in the end there is a lot of discussion and exploration to be made. She would like to pursue every option that the city finds available and would recommend thinning some of the vegetation and the smaller trees and trying to negotiate with the Corps.

Councilman McEvers asked if our ability to control the level of the water with the Post Falls Dam counts for anything. Mr. Dobler explained that it doesn't because we can't control it enough. Even though we have never experienced a 100 year flood, statistically it's a sure thing.

Councilman McEvers asked if you could put a cement bulkhead in to save the trees. Mr. Dobler responded that you could, but it would be a huge cost, and would require a redesign of everything. He will explore the option.

Councilman Goodlander said that she talked to a friend who is a geologist and she said that the trees could potentially weaken the levee. What we are really talking about is that FEMA is going to say you are going to have to do this. Maybe the city can take a couple of years and work through it and get some concessions, but the city doesn't have a choice.

Mr. Dobler commented that he has talked with the Urban Forestry Committee about the situation, and there are plenty of areas to replant on the water side and the NIC side, so some of the vegetation can be recaptured.

Councilman Goodlander noted that there are a number of citizens who are really passionate about this issue and the city might want to involve them in the process through the creation of a citizen committee.

Councilman McEvers asked about the steps at Independence Point. Mr. Dobler said that they are not a part of the flood control system.

Mr. Dobler said that the Army Corps does an inspection of the flood control system every year. This issue has never come up. Mr. Dobler noted that the rules haven't changed, they just changed the enforcement.

Councilman Hassell said that his first response to the requirements was to tell them, "No," but when he looks at the premiums that residents would have to pay for flood insurance if the city did that, he has to look again because it is not adequately protecting the citizens.

MOTION by Goodlander, seconded by McEvers, to recommend that council authorize staff to file the Mitigation plan in the required time frame and pursue any options open for preserving the larger trees in the embankment, and to proceed with removing brush and thinning the smaller trees, which would allow restoration of the embankment in those areas, and to proceed with concrete repair and permitting of the encroachments.

Mr. Dobler said that he would check in periodically to update council on progress.

Item 4 2011 Wastewater Collection System Projects – CIPP Change Order No. 1 **Consent Calendar**

Jim Remitz, Utility Project Manager, presented a request for approval of Change Order No. 1 for the installation of Cured-In-Place=Pipe (CIPP) rehabilitation of existing sewer piping under the existing Contract between Planned and Engineered Construction, Inc. (PEC) and the City of Coeur d'Alene, dated May 3, 2011, for a total cost of \$50,112.00. The additional work will provide for the CIPP rehabilitation of approximately 1,846 linear feet of 8 inch and 12 inch diameter sewer piping.

Mr. Remitz stated in his staff report that the extra CIPP rehabilitation was requested by the Wastewater department in order to rehabilitate recently discovered deteriorated sewer piping segments and to take advantage of the bid prices received from PEC, Inc., as part of the existing contract. Funding for this extra work will come from the approved 2010-2011 City of Coeur d'Alene Wastewater Operating Fund

budget. Funds have been budgeted and are available. The total contract amount, including the change order, will be \$275,958.00.

Mr. Remitz noted that the bad pipe was discovered through the video inspection program that the city does.

MOTION by McEvers, seconded by Goodlander, to recommend Council approval of Resolution No. 11-25 authorizing Change Order No. 1 for the installation of Cured-In-Place-Pipe (CIPP) rehabilitation of existing sewer piping under the existing Contract between Planned and Engineered Construction, Inc. (PEC) and the City of Coeur d'Alene, dated May 3, 2011, for a total cost of \$50,112.00. Motion carried.

The meeting adjourned at 5:26 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

JULY 25, 2011

From: Doug Eastwood, Parks Director

RE: Topographic and Traffic Analysis at McEuen Park

Decision Point: Authorize Team McEuen led by Miller/Stauffer Architects to do the topographical survey and traffic analysis for the proposed new park.

History: McEuen Park was recently approved to move forward and have the design documents completed for Phase I and the bidding process. We are working on the Phase I agreement and two components of that agreement include a topographic survey of the entire site and a traffic analysis. The topographic survey is one of the first tasks that needs to be completed and we would like to get that started as quickly as possible since the design documents will need complete and accurate topos for the park structures, locations, drainage, etc. The park project also involves connectivity to the downtown area which may suggest a change in vehicle traffic movement on Front Street between 3rd and 2nd Streets, 3rd Street – north and south between Front Street and Sherman Avenue and potentially closing 4th Street between Front Street and Sherman Avenue for pedestrian access. The traffic analysis will provide traffic pattern information to help determine the street improvements. The analysis will also study the traffic movement away from the park to determine impacts on other arterials.

Financial Analysis: The topo work will cost \$30,800 and will be paid out of the Parks Capital Improvement Fund. The traffic analysis will cost \$29,500 and will be paid out of the Parking Fund.

Performance Analysis: These two items would be part of the Phase I design/construction documents however they are two components that would also be done first. Completing this work this summer will provide Team McEuen with the necessary data to design the construction documents over the next several months in preparation of bidding Phase I.

Decision Point: Authorize Team McEuen led by Miller/Stauffer Architects to begin the topographic survey and traffic analysis needed for the Phase I design/construction documents.

RESOLUTION NO. 11-026

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

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 Miller Stauffer Architects – Team McEuen, for McEuen Park Topographic Survey pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for McEuen Park Topographic Survey, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 2nd day of August, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF COEUR D'ALENE
and
Miller/Stauffer Architects-Team McEuen
for
McEuen Park Topographic Survey

THIS Agreement, made and entered into this 2nd day of August, 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 **MILLER/STAUFFER ARCHITECTS**, a consulting firm that will lead a group of consultants also known as "**TEAM MCEUEN**." Miller/Stauffer Architects will be the prime contact throughout the duration of this agreement. Team McEuen is comprised of Bernardo Wills Architects, Welch Comer Engineers and other specialty consultants that may be required to assist Team McEuen. Each of the firms on Team McEuen and lead by Miller/Stauffer Architects are corporations duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 601 E. Front Street, Suite 201, Coeur d'Alene, ID 83814 Miller/Stauffer Architects will hereinafter be referred to as "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 Miller/Stauffer Architects.
- 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. The City may amend this agreement to include bidding and construction phase services.
- C. 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 in 90 calendar days. 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 following:

1. FIXED FEE of Thirty Thousand Eight Hundred and NO/100 (**\$30,800**) dollars for services described in Exhibit "A".
2. REIMBURSABLE EXPENSES: Reimbursable expenses for the deliverables listed in exhibit A are included in the fixed fee. No other reimbursable expenses are anticipated.

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.

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

MILLER STAUFFER ARCHITECTS, INC.

Sandi Bloem, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name/Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of August, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of August, 2011, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Miller Stauffer Architects**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

EXHIBIT A SCOPE OF SERVICES

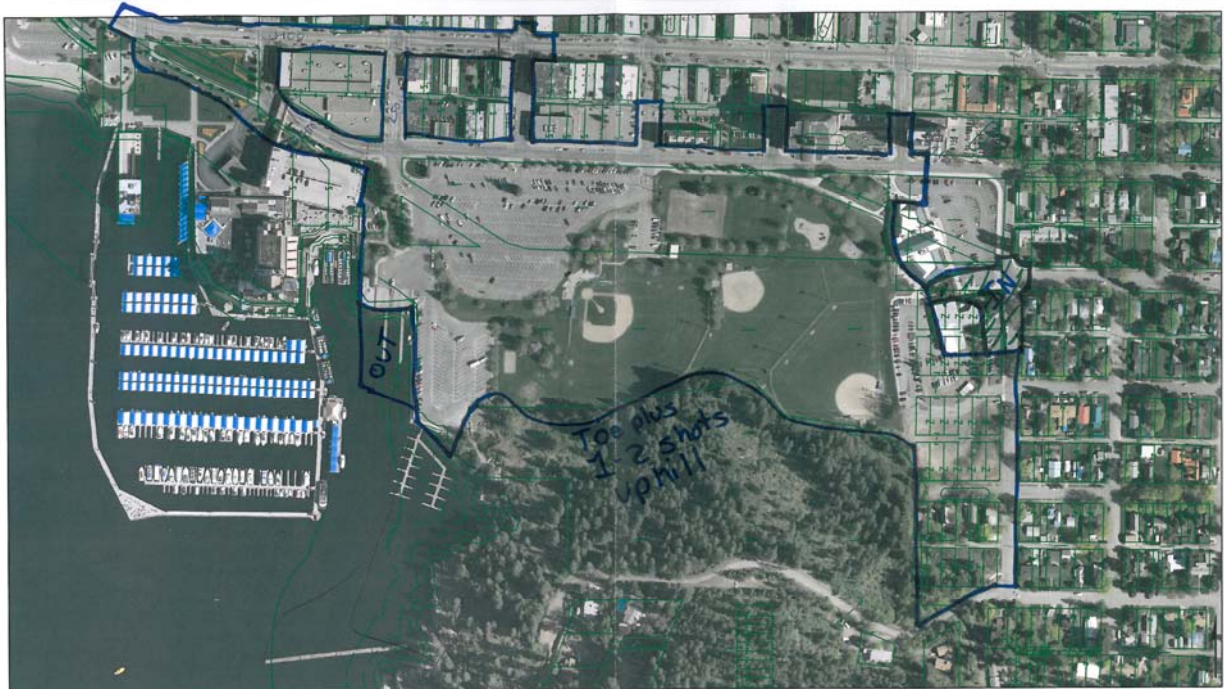
The scope of services includes the work necessary to develop a topographic base map for the proposed McEuen Park Improvements including street improvements on Front and Sherman Avenues, and 2nd, 3rd, 4th, 5th, 6th, 7th and 8th Streets in the areas shown in the figure in Section 8 of this scope of services.

The scope of services includes the following:

1. **Survey Control and Monuments:** Project control points will be established through a GPS network utilizing Static GPS, RTK and conventional surveying methods. The project control will be tied to a minimum of two National Geodetic Survey (NGS) monuments of 2nd order level of accuracy or equivalent. We anticipate this project to be completed using the horizontal coordinate system of NAD83 (2007) adjustment and the City of Coeur d'Alene vertical datum (NGVD29). Consultant will set primary and secondary horizontal and vertical control as deemed necessary by Consultant to facilitate topographic survey, right-of-way survey and the future construction staking. Primary control points will consist of 5/8" rebar with 2-1/2" aluminum cap marked "Control" while secondary control points will be a 5/8" rebar with plastic cap marked "Control".
2. **Topographic Survey:** The survey will locate visible features including but not limited to, roadway pavement (edges and crown), roadway striping, curbs, sidewalks, retaining walls, significant grade breaks, drainage structures, sewer structures, water distribution structures, utility poles, trees, significant vegetation, railings, fences, signs, building faces, stairways, and other elements pertinent to the design of the project improvements. Underground utilities such as electrical, power, cable TV and fiber optic lines will be located through a combination of correspondence with the One-Call utility locate service and communication with each individual utility company or their designated utility locate service.
3. **Supplemental Survey:** Complete sixteen (16) hours of supplemental topographic survey and associated office support during the course of the project design. The purpose of the supplemental topographic survey is to collect data in locations not anticipated at the time of the initial survey.
4. **Data Reduction:** The control and topographic survey information will be processed utilizing the appropriate office software. All survey data will undergo a strict quality control review, including but not limited to, instrument heights, rod heights, backsight orientation, field codes and field notes. Topographic survey information will be reviewed for code consistency and proper automated line work coding. The control survey data will be adjusted through a combination of GPS network control adjustments and least squares adjustments.
5. **Base Mapping:** Prepare electronic base maps using field survey data and existing record drawings provided by agencies or utility companies.
6. **Topography:** This portion of the base map will show planimetric features including all of the information obtained during the topographic survey. A digital terrain model (DTM) will

be created from the topographic survey data. The DTM will use a combination of field-coded breaklines in conjunction with expert office staff to create the DTM model. As part of the DTM creation process we will analyze the 3D lines and point data to ensure the DTM is an accurate representation of the existing ground conditions. Contours will then be generated from the DTM and shown on the map. A field visit will also be conducted to compare the base map to the field conditions. The DTM will be used as the basis of the project design data.

7. Deliverables will include two hard copy 24" x 36" plots of the surveyed area and electronic files in AutoCAD format.
8. The land area included in this topographic survey is shown in the following figure.



WELCH-COMER
ENGINEERS & SURVEYORS

www.welchcomer.com 208-664-9382
350 E. Kathleen Ave. (toll free)
Coeur d'Alene, ID 877-815-5762
83815 (fax) 208-664-5946

SubTitle

Sources:

PROJECT NO. _____
DRAWN BY: _____
FILENAME: _____
DATE: _____

RESOLUTION NO. 11-027

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

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 Miller Stauffer Architects – Team McEuen, for McEuen Park Traffic Study pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for McEuen Park Traffic Study, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 2nd day of August, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF COEUR D'ALENE
and
Miller/Stauffer Architects-Team McEuen
for
McEuen Park Traffic Study

THIS Agreement, made and entered into this 2nd day of August, 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 **MILLER/STAUFFER ARCHITECTS**, a consulting firm that will lead a group of consultants also known as "**TEAM MCEUEN**." Miller/Stauffer Architects will be the prime contact throughout the duration of this agreement. Team McEuen is comprised of Bernardo Wills Architects, Welch Comer Engineers and other specialty consultants that may be required to assist Team McEuen. Each of the firms on Team McEuen and lead by Miller/Stauffer Architects are corporations duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 601 E. Front Street, Suite 201, Coeur d'Alene, ID 83814 Miller/Stauffer Architects will hereinafter be referred to as "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 Miller/Stauffer Architects.
- 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. The City may amend this agreement to include bidding and construction phase services.
- C. 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 in 90 calendar days. 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 following:

1. FIXED FEE of Twenty Nine Thousand Five Hundred and NO/100 (\$29,500) dollars for services described in Exhibit "A".
2. REIMBURSABLE EXPENSES: Reimbursable expenses for the deliverables listed in exhibit A are included in the fixed fee. No other reimbursable expenses are anticipated.

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.

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

MILLER STAUFFER ARCHITECTS, INC.

Sandi Bloem, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name/Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of August, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of August, 2011, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Miller Stauffer Architects**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

EXHIBIT “A” SCOPE OF SERVICES

The Traffic Study scope of work is intended to evaluate the potential changes in traffic circulation or volumes caused by the McEuen Park Project and quantify the effects of those changes to the existing network. Additionally, the traffic study will recommend potential roadway and intersection improvements necessary to mitigate the impact.

The traffic study scope of work includes:

1. Collect Existing Traffic Data:
 - a. 24-hour traffic counts to determine the peak hour on two segments (likely Front Avenue and Sherman Avenue) on a typical weekday and a typical Saturday.
 - b. Determine the peak design hour
 - c. Traffic counts at five (5) intersections during the peak hour including pedestrian and turning movements: Sherman/2nd, Sherman/3rd, Sherman/4th, Front/3rd, and Sherman/7th.
 - d. Traffic counts using tube counters on 6 segments during the peak hour;
2. Collect Data on the Utilization of the Existing McEuen Parking Lot:
 - a. Parking analysis to determine the percentage of available spaces in the existing McEuen parking lot currently utilized during the peak hour on a typical weekday and a typical Saturday.
 - b. Origin and Destination study to determine the route vehicles currently take when entering and leaving the existing McEuen parking lot.
3. Background Network and Level of Service Calculations:
 - a. Based on the traffic volume data, assign existing traffic turning volumes to the network bounded on the north by Sherman Avenue, the south side by Front Avenue, the east side by Seventh Avenue, and the west side by 2nd Avenue.
 - b. Using traffic operations software such as Highway Capacity Software, quantify background (existing traffic volumes/existing circulation) Level-of-Service (LOS) at these intersections: Front/3rd; Sherman/2nd; Sherman/3rd; Sherman/4th, and Sherman/7th.
4. Quantify the Effects of the Proposed Circulation Modifications:
 - a. Proposed circulation modifications include:
 - i. Front Street parking garage that includes entrance/exit onto 6th Street;
 - ii. Close 4th Street between Front Avenue to Sherman Avenue to vehicles;
 - iii. Close Front Avenue between 2nd Street to 3rd Street to vehicles.
 - iv. Change 3rd Street from one-way to two-way from Front Avenue to Sherman Avenue.
 - b. Tasks include:
 - i. Using the parking analysis from the existing parking lot and the parking O&D study, quantify the total increase in trips entering and leaving the proposed parking garage and apply those volumes proportionally to the background traffic.
 - ii. Using the background traffic data, apply the volumes currently utilizing 4th Street between Front Avenue and Sherman Avenue proportionally to the background traffic.
 - iii. One operations scenario will include a) the parking garage and b) the 4th Street closure. Another operations scenario will include these options in addition to the Front Street closure.

- iv. Using the background traffic data, apply the volumes currently utilizing Front Street between 2nd Street and 3rd Street proportionally to the background traffic.
 - v. Using traffic operations software, quantify the “2011 Build Scenario” (2011 traffic volumes/circulation modified with the proposed construction) Level-of-Service at these intersections: Front/3rd; Sherman/2nd; Sherman/3rd; Sherman/4th, and Sherman/7th. It is anticipated that there will be two scenarios – one with and one without the Front Avenue closure.
 - vi. Present LOS findings to City staff. Discuss with City staff potential impacts to the existing network and potential improvements, if necessary.
5. Recommendations
- a. Prepare a report that summarizes the methods and findings related to the affects of the McEuen project on the existing network.
 - b. Prepare recommendations on the feasibility of closing Front Avenue between 2nd Street and 3rd Street to vehicular traffic.
6. Deliverables
- a. Two copies of the traffic analysis report.
 - b. Two presentations to City selected group (e.g. City Council, General Services Committee, McEuen Steering Committee).

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: July 25, 2011
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Mitigation Plan for Maintenance of the Flood Control Works (levee)

DECISION POINT

Staff is requesting approval of the draft mitigation plan for maintenance of the Flood Control Works, which include the levee, wall, and sheet pile wall.

HISTORY

Last year the Army Corps contracted with a third party to inspect all of the flood control projects nationwide for proper maintenance and conformance to adopted requirements. We received their summary report in March, and are required to respond with a proposed mitigation plan within 90 days. We have received a 60 day extension in order to accommodate certain clarifications we requested.

Generally, their assessments fall into three categories; Encroachments, Vegetation, and Maintenance. There were 137 items identified, of which only 22 were compliant. The rest require varying degree of action, depending on the issue. Encroachments range from minor items such as signs and benches, to larger issues such as both existing NIC bathrooms. Regarding vegetation, none is allowed on the levee or within 15' of the concrete or sheet pile walls. The maintenance items are mostly repair of the concrete wall and restoration of the embankment where it has been eroded by years of pedestrian traffic. We have up to 2 years to come into compliance.

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

FINANCIAL ANALYSIS

Since the City is responsible for the maintenance of the project, we are responsible to procure funding to bring the project into compliance. There are no federal funds available for this, however, NIC is the majority property owner and is responsible for many of the encroachments over the years. In addition, as a condition of the recent annexation of the mill site, they are responsible for bringing that portion of the project into compliance. Staff has met with the representatives of the college several times over the past months to form a partnership whereby we can address the non-compliant items.

There is currently \$100,000 proposed to be set aside in the Stormwater Utility next fiscal year to fund the first year of work. NIC is recommending that funds be set aside in their next fiscal year's budget also. The idea is to continue to fund part time positions in the Street department and Parks department to complete as much of the concrete repair, vegetation removal, and embankment restoration as possible. Whatever can't be done in-house will be contracted out. Since this effort will span more than one year, we will reassess the funding needs again next year.

PERFORMANCE ANALYSIS

The repairs to the project must be completed in order for it to retain its certification as a flood control facility. Without certification it is probable that the protected area would revert to an unprotected flood plain. This would have two significant impacts. First, any new construction or improvement of existing facilities would have to conform to flood plain regulations which would practically stop any construction, including NIC and the Wastewater treatment plant. Second, flood insurance would be limited to \$250,000 for a single family residence and \$500,000 for commercial. Any damage in excess of those amounts would be borne by the property owner. Finally, leaving the trees could destabilize the levee, resulting in a breach and subsequent flooding of the Fort Grounds area.

A reasonable course of action at this point would be to file our mitigation plan in the required time frame and pursue any options open to us for preserving the larger trees in the embankment. We could proceed with removing brush and thinning the smaller trees, which would allow restoration of the embankment in those areas. This would most likely be done in the winter months. We can also proceed with concrete repair and permitting of the encroachments.

RECOMMENDATION

Staff recommends that we file the mitigation plan as required and proceed as outlined above, which would include pursuing all reasonable options for preserving the larger trees.

ITEM ID	STA	CATEGORY	RATING	ITEM	REMARKS	REQUIRED ACTION	PROPOSED MITIGATION
1	2	6 LEVEE EMBANKMENT	MA	ENCROACHMENTS	chain link fence, foundation, 6ft block wall, landscape walls w/wtp	Confirm if Permitted, Permit or Remove	Submit request for permit
2	3	1 LEVEE EMBANKMENT	U	VEGETATION	two 20 in DBH pines	Comply with vegetation variance requirements	Remove
3	4	4 FLOODWALLS	MA	CONCRETE	surface spalling exposing rebar	Repair Damaged Components	Repair
4	5	10 LEVEE EMBANKMENT	U	VEGETATION	continuous vegetation riverward of levee, shrubs, grasses, conifers and deciduous trees > 4 in DBH	Comply with vegetation variance requirements	Bring into compliance
5	6	10 LEVEE EMBANKMENT	MA	EROSION	riverward embankment starting at toe and extending vertically 6ft, embankment is over steepened	Investigate and repair as needed	Restore embankment
6	7	0 LEVEE EMBANKMENT	U	VEGETATION	conifer near toe >4	Comply with vegetation variance requirements	Remove
7	8	2 LEVEE EMBANKMENT	U	VEGETATION	large group of trees exceeding 4 in DBH	Comply with vegetation variance requirements	Remove
8	9	6 FLOODWALLS	U	VEGETATION	line of trees and bushes within 15ft of floodwall, many over 4 in DBH	Comply with vegetation variance requirements	Bring into compliance
9	10	11 LEVEE EMBANKMENT	MA	SOD COVER	lack of sod (dirt, rock, erosion)	Repair Damaged Components	Restore embankment
10	11	11 LEVEE EMBANKMENT	MA	ENCROACHMENTS	remnant sheet pile wall, causing erosion issues, toe of slope eroded	Confirm if Permitted, Permit or Remove	Remove sheet pile
11	12	11 FLOODWALLS	U	CLOSURE STRUCTURE	#15 post holes debris/rust damaged, spalling w/exposed rebar	Repair Damaged Components	Eliminate opening by extending sheet pile
12	13	12 LEVEE EMBANKMENT	U	VEGETATION	extensive trees and shrubs >4 in DBH	Comply with vegetation variance requirements	Bring into compliance
13	14	13 LEVEE EMBANKMENT	U	EROSION	the full height of levee, levee is cut vertical along riverward	Investigate and repair as needed	Section is adjacent to floodwall. Restore as necessary
14	15	12 FLOODWALLS	U	CONCRETE	spalling /disintegration of concrete cap	Repair Damaged Components	Repair
15	16	11 FLOODWALLS	MA	CONCRETE	spalling w/exposed rebar entire wall	Repair Damaged Components	Repair
16	17	13 LEVEE EMBANKMENT	MA	ENCROACHMENTS	water valve risers at top of levee	Confirm if Permitted, Permit or Remove	Submit request for permit
17	18	13 LEVEE EMBANKMENT	U	ENCROACHMENTS	underground utility and pole opening for cable attached to wall allows leaking through pile wall	Confirm if Permitted, Permit or Remove	Submit request for permit
18	19	13 FLOODWALLS	MA	ENCROACHMENTS	guardrail and signage on crown edge	Confirm if Permitted, Permit or Remove	Remove and repair
19	20	67 LEVEE EMBANKMENT	MA	ENCROACHMENTS	sanitary sewer manhole lid is not watertight	Confirm if Permitted, Permit or Remove	Submit request for permit
20	21	66 LEVEE EMBANKMENT	MA	ENCROACHMENTS	benches, signs, trash cans	Confirm if Permitted, Permit or Remove	Remove
21	22	66 LEVEE EMBANKMENT	MA	ENCROACHMENTS	minor erosion on toe of levee	Confirm if Permitted, Permit or Remove	N/A - outside easement area
22	23	67 LEVEE EMBANKMENT	MA	EROSION	wood fence with wire cloth running up levee embankment	Investigate and repair as needed	N/A - outside easement area
23	24	65 LEVEE EMBANKMENT	MA	ENCROACHMENTS	sanitary manhole present in levee side slope	Confirm if Permitted, Permit or Remove	Submit request for permit
24	25	68 LEVEE EMBANKMENT	MA	ENCROACHMENTS	benches and signs encroach on levee crown	Confirm if Permitted, Permit or Remove	Abandon Storm manhole
25	26	65 LEVEE EMBANKMENT	MA	ENCROACHMENTS	wooden stairs in levee embankment	Confirm if Permitted, Permit or Remove	Submit request for permit
26	27	63 LEVEE EMBANKMENT	MA	ENCROACHMENTS	irrigation control valve in levee embankment	Confirm if Permitted, Permit or Remove	Submit request for permit
27	28	61 LEVEE EMBANKMENT	MA	ENCROACHMENTS	restroom, stairs, utility boxes and irrigation boxes within 15ft of levee toe	Confirm if Permitted, Permit or Remove	Submit request for permit
28	29	60 LEVEE EMBANKMENT	MA	ENCROACHMENTS	light pole(one of many/utility box and dry well within 15ft of levee toe / remove or review to determine if hazard to function or flood fighting	Confirm if Permitted, Permit or Remove	Submit request for permit
29	30	64 LEVEE EMBANKMENT	U	ENCROACHMENTS		Confirm if Permitted, Permit or Remove	Submit request for permit
30	31	59 LEVEE EMBANKMENT	MA	ENCROACHMENTS	wooden stairs constructed into levee embankment park features, picnic tables, fire pits, trash cans, signs, benches	Confirm if Permitted, Permit or Remove	Submit request for permit
31	32	63 LEVEE EMBANKMENT	MA	ENCROACHMENTS	slope steeper than 2H to 1V with areas of steeper sloughing, foot traffic	Confirm if Permitted, Permit or Remove	Submit request for permit
32	33	58 LEVEE EMBANKMENT	MA	EROSION	depression from parking cars	Investigate and repair as needed	Restore embankment
33	34	56 LEVEE EMBANKMENT	MA	DEPRESSION		Fill and Monitor	Restore embankment


34	35	52	LEVEE EMBANKMENT	MA	ENCROACHMENTS	concrete stairs with metal rails on landside of levee	Confirm if Permitted, Permit or Remove	Submit request for permit
35	36	50	LEVEE EMBANKMENT	MA	ENCROACHMENTS	metal gate, gate runs parallel to levee crown on riverward side	Confirm if Permitted, Permit or Remove	Submit request for permit
36	37	50	LEVEE EMBANKMENT	MA	EROSION	toe of bank, erosion occurs just outside 15ft from toe	Investigate and repair as needed	N/A - outside easement area
37	38	49	LEVEE EMBANKMENT	MA	ENCROACHMENTS	multiple water and irrigation valve boxes present	Confirm if Permitted, Permit or Remove	Submit request for permit
38	39	49	LEVEE EMBANKMENT	U	ENCROACHMENTS	restroom building within 15ft of levee toe and is cut into levee prism	Confirm if Permitted, Permit or Remove	Submit request for permit
39	40	49	LEVEE EMBANKMENT	MA	ENCROACHMENTS	wooden stairs constructed into levee prism	Confirm if Permitted, Permit or Remove	Submit request for permit
40	41	48	LEVEE EMBANKMENT	MA	ENCROACHMENTS	electrical utility infrastructure within 15ft of levee toe	Confirm if Permitted, Permit or Remove	N/A - outside easement area
41	42	48	LEVEE EMBANKMENT	MA	ENCROACHMENTS	stairway, water valve box and utility boxes	Confirm if Permitted, Permit or Remove	Submit request for permit
42	43	47	LEVEE EMBANKMENT	MA	ENCROACHMENTS	fire hydrant and valve riser at top of slope	Confirm if Permitted, Permit or Remove	Submit request for permit
43	44	46	LEVEE EMBANKMENT	MA	ENCROACHMENTS	two building, benches, deck stairs encroach levee embankment, also two new ramps from crown to building	Confirm if Permitted, Permit or Remove	Submit request for permit
44	45	46	LEVEE EMBANKMENT	MA	EROSION	toe of levee due to construction of access rd to outdoor pursuits building	Investigate and repair as needed	Restore embankment
45	46	45	LEVEE EMBANKMENT	MA	ENCROACHMENTS	stairway and electrical boxes	Confirm if Permitted, Permit or Remove	Submit request for permit
46	47	43	LEVEE EMBANKMENT	MA	ENCROACHMENTS	fire hydrant and piping utilities at toe of slope, concrete steps in levee embankment	Confirm if Permitted, Permit or Remove	Submit request for permit
47	48	41	LEVEE EMBANKMENT	U	ENCROACHMENTS	park restroom, handicap ramp, parking and benches in levee prism	Confirm if Permitted, Permit or Remove	Submit request for permit
48	49	42	LEVEE EMBANKMENT	MA	EROSION	levee erosion due to park restroom structure	Investigate and repair as needed	Restore embankment
49	50	41	LEVEE EMBANKMENT	MA	ENCROACHMENTS	100 LF of 1.5ft high retaining wall at toe of slope	Confirm if Permitted, Permit or Remove	Submit request for permit
50	51	40	LEVEE EMBANKMENT	MA	ENCROACHMENTS	concrete stairway with metal guardrails in levee	Confirm if Permitted, Permit or Remove	Submit request for permit
51	52	40	LEVEE EMBANKMENT	MA	ENCROACHMENTS	fire hydrant and drywell at levee toe	Confirm if Permitted, Permit or Remove	Submit request for permit
52	53	38	LEVEE EMBANKMENT	MA	ENCROACHMENTS	beach signage installed on levee embankment	Confirm if Permitted, Permit or Remove	Submit request for permit
53	54	38	FLOODWALLS	U	VEGETATION	evergreen trees present within 15 ft of concrete floodwall	Comply with vegetation variance requirements	Remove
54	55	37	FLOODWALLS	A	CONCRETE	excellent shape / minor cracking	No Action Required	Repair
55	56	37	FLOODWALLS	MA	MONOLITH JOINTS	joint filler has deteriorated, exposing waterstop	Repair Damaged Components	Repair
56	57	37	FLOODWALLS	MA	ENCROACHMENTS	two street signs within 8 in of land face of floodwall	Confirm if Permitted, Permit or Remove	Submit request for permit
57	58	36	FLOODWALLS	U	ENCROACHMENTS	light pole 12in from land face of floodwall / remove or review to determine if hazard to function or flood fighting	Confirm if Permitted, Permit or Remove	Submit request for permit
58	59	36	FLOODWALLS	A	CLOSURE STRUCTURE	sediment may contribute to corrosion/ hinder observation	No Action Required	
59	60	35	FLOODWALLS	A	CONCRETE	minor acceptable cracking	No Action Required	
60	62	34	FLOODWALLS	MA	ENCROACHMENTS	old chimney within 15ft of floodwall	Confirm if Permitted, Permit or Remove	Submit request for permit
61	63	35	FLOODWALLS	A	CLOSURE STRUCTURE	#13 no damaged	No Action Required	
62	64	34	FLOODWALLS	A	CONCRETE	minor cracking	No Action Required	
63	65	34	LEVEE EMBANKMENT	MA	DEPRESSION	hole 6in deep 2ft in diameter	Fill and Monitor	Fill and Monitor
64	66	36	FLOODWALLS	U	VEGETATION	multiple evergreen trees and stumps within 15 ft of floodwall	Comply with vegetation variance requirements	Comply with requirements for trees within easement
65	67	34	FLOODWALLS	U	VEGETATION	evergreen >10in DBH within 15 ft of floodwall	Comply with vegetation variance requirements	No action required, Tree does not compromise wall integrity
66	68	34	FLOODWALLS	U	CLOSURE STRUCTURE	post holes / braces missing or buried	Repair Damaged Components	Repair
67	69	33	FLOODWALLS	MA	CONCRETE	cracking / spalling openings #11 and #12	Repair Damaged Components	Repair
68	70	33	LEVEE EMBANKMENT	MA	ENCROACHMENTS	concrete steps from opening #11 to beach	Confirm if Permitted, Permit or Remove	Submit request for permit

69	71	33	FLOODWALLS	A	MA	CLOSURE STRUCTURE	#11 surficial corrosion	No Action Required	
70	72	32	FLOODWALLS	MA	MA	MONOLITH JOINTS	spalling at joint between #11 and #12	Repair Damaged Components	Repair
71	73	32	FLOODWALLS	MA	MA	CONCRETE	spalling on lakeside	Repair Damaged Components	Repair
72	74	32	LEVEE EMBANKMENT	A	MA	ENCROACHMENTS	metal wood stairway , former brick manhole , as built, no action recommended	No Action Required	
73	75	31	FLOODWALLS	U	MA	VEGETATION	two large trees >4 in DBH present within 15 ft of floodwall	Comply with vegetation variance requirements	Remove
74	76	31	FLOODWALLS	MA	MA	ENCROACHMENTS	irrigation system along wall	Confirm if Permitted, Permit or Remove	Submit request for permit
75	78	30	FLOODWALLS	U	MA	CONCRETE	sediment in post holes	Remove Sediment from post holes	Repair
76	79	29	FLOODWALLS	U	MA	VEGETATION	large conifer within 15 ft of floodwall on riverside	Comply with vegetation variance requirements	No action required, tree does not compromise wall integrity
77	80	29	FLOODWALLS	MA	MA	ENCROACHMENTS	street sign within 1 ft of wall on riverside	Confirm if Permitted, Permit or Remove	Submit request for permit
78	81	28	FLOODWALLS	A	MA	CONCRETE	minor spalling	No Action Required	
79	82	28	FLOODWALLS	MA	MA	CONCRETE	road drains to opening in wall causing beach erosion	Investigate and repair as needed	Repair
80	83	28	FLOODWALLS	A	MA	CLOSURE STRUCTURE	#10 surficial corrosion	No Action Required	
81	84	28	FLOODWALLS	U	MA	VEGETATION	two trees >4 in diameter within 15 ft of wall on landward side	Comply with vegetation variance requirements	No action required, tree does not compromise wall integrity
82	85	27	FLOODWALLS	MA	MA	MONOLITH JOINTS	deterioration and spalling on floodside of wall	Repair Damaged Components	Repair
83	86	27	FLOODWALLS	MA	MA	CONCRETE	spalling between openings #9 and #10	Repair Damaged Components	Repair
84	87	27	FLOODWALLS	MA	MA	ENCROACHMENTS	bike racks, benches, life guard station, stairs, lighting, utilities	Confirm if Permitted, Permit or Remove	Submit request for permit
85	88	26	FLOODWALLS	A	MA	CLOSURE STRUCTURE	#9 surficial corrosion	No Action Required	
86	89	26	FLOODWALLS	MA	MA	MONOLITH JOINTS	spalling lakeside, typical at two locations	Repair Damaged Components	Repair
87	90	25	FLOODWALLS	A	MA	CLOSURE STRUCTURE	#8 surficial corrosion	No Action Required	
88	91	24	FLOODWALLS	MA	MA	MONOLITH JOINTS	extensive spalling w/ exposed rebar	Repair Damaged Components	Repair
89	92	24	FLOODWALLS	MA	MA	CONCRETE	spalling /exposed rebar	Repair Damaged Components	Repair
90	93	24	FLOODWALLS	A	MA	CLOSURE STRUCTURE	#7 surficial corrosion	No Action Required	
91	94	23	FLOODWALLS	MA	MA	CONCRETE	spalling along floodwall / lakeside	Repair Damaged Components	Repair
92	95	24	FLOODWALLS	MA	MA	MONOLITH JOINTS	spalling lakeside at joint	Repair Damaged Components	Repair
93	96	23	FLOODWALLS	A	MA	CONCRETE	spalling numerous locations along floodwall	Repair Damaged Components	Repair
94	97	21	FLOODWALLS	MA	MA	CLOSURE STRUCTURE	#6 corrosion	No Action Required	
95	98	22	FLOODWALLS	MA	MA	CONCRETE	minor spalling both sides 10ft on center	Repair Damaged Components	Repair
96	99	22	FLOODWALLS	MA	MA	CONCRETE	spalling on lower wall / lakeside	Repair Damaged Components	Repair
97	100	21	FLOODWALLS	A	MA	CONCRETE	minor spalling at 5ft center/three instances	No Action Required	
98	101	21	FLOODWALLS	A	MA	MONOLITH JOINTS	no spalling	No Action Required	
99	102	21	FLOODWALLS	MA	MA	CONCRETE	minor spalling	Repair Damaged Components	Repair
100	103	2	FLOODWALLS	A	MA	CLOSURE STRUCTURE	#5 surficial corrosion/conduit may encroach	No Action Required	
101	104	19	FLOODWALLS	A	MA	CONCRETE	minor spalling at corner lakeside	No Action Required	
102	105	19	FLOODWALLS	A	MA	CLOSURE STRUCTURE	#4 brick at brace and post holes, must be removed prior to erection, brace shoe hidden	No Action Required	
103	106	19	FLOODWALLS	MA	MA	ENCROACHMENTS	rock landscaping and arch within 15ft of floodwall	Confirm if Permitted, Permit or Remove	Submit request for permit
104	107	19	FLOODWALLS	A	MA	CONCRETE	minimal cracking/minimal spalling	No Action Required	
105	108	19	FLOODWALLS	A	MA	CLOSURE STRUCTURE	#3 surficial corrosion only	No Action Required	
106	109	19	FLOODWALLS	U	MA	VEGETATION	deciduous tree > 4in DBH within 15 ft of floodwall	Comply with vegetation variance requirements	No action required, tree does not compromise wall integrity
107	110	19	FLOODWALLS	A	MA	CONCRETE	minimal cracking/ no spalling	No Action Required	
108	111	19	FLOODWALLS	U	MA	CLOSURE STRUCTURE	base missing/sodded over/east wall missing/closure inoperable/sponsor will sandbag	Verify new levee configuration and closure procedures	Provide verification
109	112	4	LEVEE EMBANKMENT	U	MA	DEPRESSION	levee top 1.5ft lower than top of floodwall, slopes to the west 25ft	Fill and Monitor	MA, as-built condition
110	113	62	LEVEE EMBANKMENT	MA	MA	SOD COVER	re-establish sod, (grease keep it short)	Re-Establish Sod Cover	Re-Establish Sod Cover

111	114	4 LEVEE EMBANKMENT	U	VEGETATION	pine tree greater than 4in at top of riverside slope excessive shrub and tree vegetation, most trees exceeding 4 in DBH	Comply with vegetation variance requirements	Comply with requirements for trees within easement
112	115	37 LEVEE EMBANKMENT	U	VEGETATION	land and riverward due to pedestrian traffic, paths vary from 1 to 3ft wide and a few inches to 12in deep	Comply with vegetation variance requirements	Comply with requirements for trees within easement
113	116	37 LEVEE EMBANKMENT	MA	EROSION	slopes steeper than 3H:1V at former bridge site	Investigate and repair as needed	Restore embankment
114	118	13 LEVEE EMBANKMENT	U	EROSION	buried vault within 15ft of levee toe	Investigate and repair as needed	Restore embankment
115	119	50 LEVEE EMBANKMENT	MA	ENCROACHMENTS	monitoring well casing (flush mount) within five feet	Confirm if Permitted, Permit or Remove	N/A - outside easement area
116	120	50 LEVEE EMBANKMENT	MA	ENCROACHMENTS	5 to 6ft from wall, forest st to military trash, logs downed trees on levee embankment (remove debris)	Confirm if Permitted, Permit or Remove	N/A - outside easement area
117	121	33 LEVEE EMBANKMENT	MA	EROSION	logs, trash along riverward toe of levee	Investigate and repair as needed	Repair as needed
118	122	13 LEVEE EMBANKMENT	MA	ENCROACHMENTS	construction or demo excavation removed portion of levee embankment	Remove Debris	Remove debris, restore slope
119	123	13 LEVEE EMBANKMENT	MA	ENCROACHMENTS	concrete debris along 100 LF of levee toe (remove debris)	Remove Debris	Remove debris, restore slope
120	124	10 LEVEE EMBANKMENT (FLOODWALL)	MA	ENCROACHMENTS	USGS stream gaging station on levee embankment	Confirm if Permitted, Permit or Remove	Item is adjacent to sheet pile wall. Repair slope as necessary
121	125	3 LEVEE EMBANKMENT	MA	ENCROACHMENTS	toe erosion over 150 LF, extends 8ft vertically up embankment from toe, toe is over steepened	Remove Debris	Remove debris, restore slope
122	126	3 LEVEE EMBANKMENT	MA	ENCROACHMENTS	need video/flap gate/ debris removed	Confirm if Permitted, Permit or Remove	Submit request for permit
123	127	3 LEVEE EMBANKMENT	MA	EROSION	logs, trash and petro barrier riverward toe of levee embankment	Investigate and repair as needed	Repair as needed
124	128	7 LEVEE EMBANKMENT (FLOODWALL)	U	CULVERTS/DISCHARGE	Remove Debris	Investigate and repair as needed	Repair as needed
125	129	7 LEVEE EMBANKMENT (FLOODWALL)	MA	ENCROACHMENTS	Conduct CCTV/Inspection	Remove Debris	Remove debris, No flaggate necessary
126	130	6 LEVEE EMBANKMENT	MA	ENCROACHMENTS	Remove Debris	Remove Debris	Remove debris
127	131	0 LEVEE EMBANKMENT	MA	EROSION	Remove Debris	Remove Debris	Remove debris
128	132	6 LEVEE EMBANKMENT	MA	EROSION	toe of levee on riverward side is eroded 6ft from toe upward, erosion is along approx. 100 LF of levee toe	Investigate and repair as needed	Repair slope, provide erosion protection.
129	133	0 LEVEE EMBANKMENT	U	VEGETATION	tree stump at base of wall, has new shoots 1 ft from wall	Investigate and repair as needed	Investigate and repair as needed
130	134	0 LEVEE EMBANKMENT	MA	ENCROACHMENTS	metal pole on levee crown	Comply with vegetation variance requirements	Remove stump
131	135	2 LEVEE EMBANKMENT	A	ENCROACHMENTS	Confirm if Permitted, Permit or Remove	Confirm if Permitted, Permit or Remove	Submit request for permit
132	136	2 LEVEE EMBANKMENT	U	SOD COVER	No Action Required	Remove	Remove
133	137	65 LEVEE EMBANKMENT	MA	VEGETATION	two trees >4 in diameter at water feature	Comply with vegetation variance requirements	Submit request for permit
134	138	65 LEVEE EMBANKMENT	MA	ENCROACHMENTS	water feature and piping	Confirm if Permitted, Permit or Remove	Submit request for permit
135	139	4 LEVEE EMBANKMENT	MA	ENCROACHMENTS	re-establish sod. (geese keep it short)	Re-Establish Sod Cover	N/A, outside of easement area
136	140	4 LEVEE EMBANKMENT	MA	ENCROACHMENTS	pipe fence along riverward top of levee	Confirm if Permitted, Permit or Remove	Submit request for permit
137	141	28 FLOODWALLS	MA	ENCROACHMENTS	soil and material stockpiles, from construction and ww plant	Confirm if Permitted, Permit or Remove	Remove
			MA	EROSION	minor erosion of toe of levee, dense vegetation cover	Investigate and repair as needed	Repair as needed
			U	VEGETATION	landscaping trees on landward side of concrete floodwall are <4 in DBH	Comply with vegetation variance requirements	No Action, Trees do not affect structural integrity

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: August 2, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: V-11-4, Vacation of a Portion of Excess Melrose Street Right-of-Way

DECISION POINT

The applicant, Darrel Haarr of 720 Davidson Avenue (Tax # 4029), is requesting the vacation of a portion (25.0') of excess Melrose Street right-of-way adjoining the westerly boundary of his property on the northeast corner of Melrose Street and Davidson Avenue. Vacation of the excess, would bring the r/w into conformance with the street r/w directly south of his parcel.

HISTORY

The subject property is situated in an older part of the Fort Sherman Abandoned Military Reservation (FSAMR) that was not subdivided separately but developed over the years as individual tax numbers (map attached). The subject property is situated in a fully established neighborhood with single family dwelling units occupying the lots. Streets in the vicinity are fully developed.

FINANCIAL ANALYSIS

There is no financial impact to the City. A minor amount of additional tax revenue would be generated if the subject property is vacated and turned into private ownership.

PERFORMANCE ANALYSIS

The portion of right-of-way that is being requested for vacation, is in excess of the standard r/w for all streets in the immediate vicinity, and, most of the City in general. The Melrose Street right-of-way adjoining the subject property is seventy five feet (75.0'), whereas, the Melrose right-of-way adjoining the southerly boundary of the subject property is only fifty feet (50.0). Also, all of the excess right-of-way adjoins the applicant's property. Vacation of the requested 25.0 feet would not impact the street section since it is fully constructed, sufficient r/w would remain for sidewalk placement if necessary, and, it would bring uniformity to the r/w on Melrose Street. Also, approval of the request would allow the applicant to construct a garage and meet all required setbacks required by City Code.

RECOMMENDATION

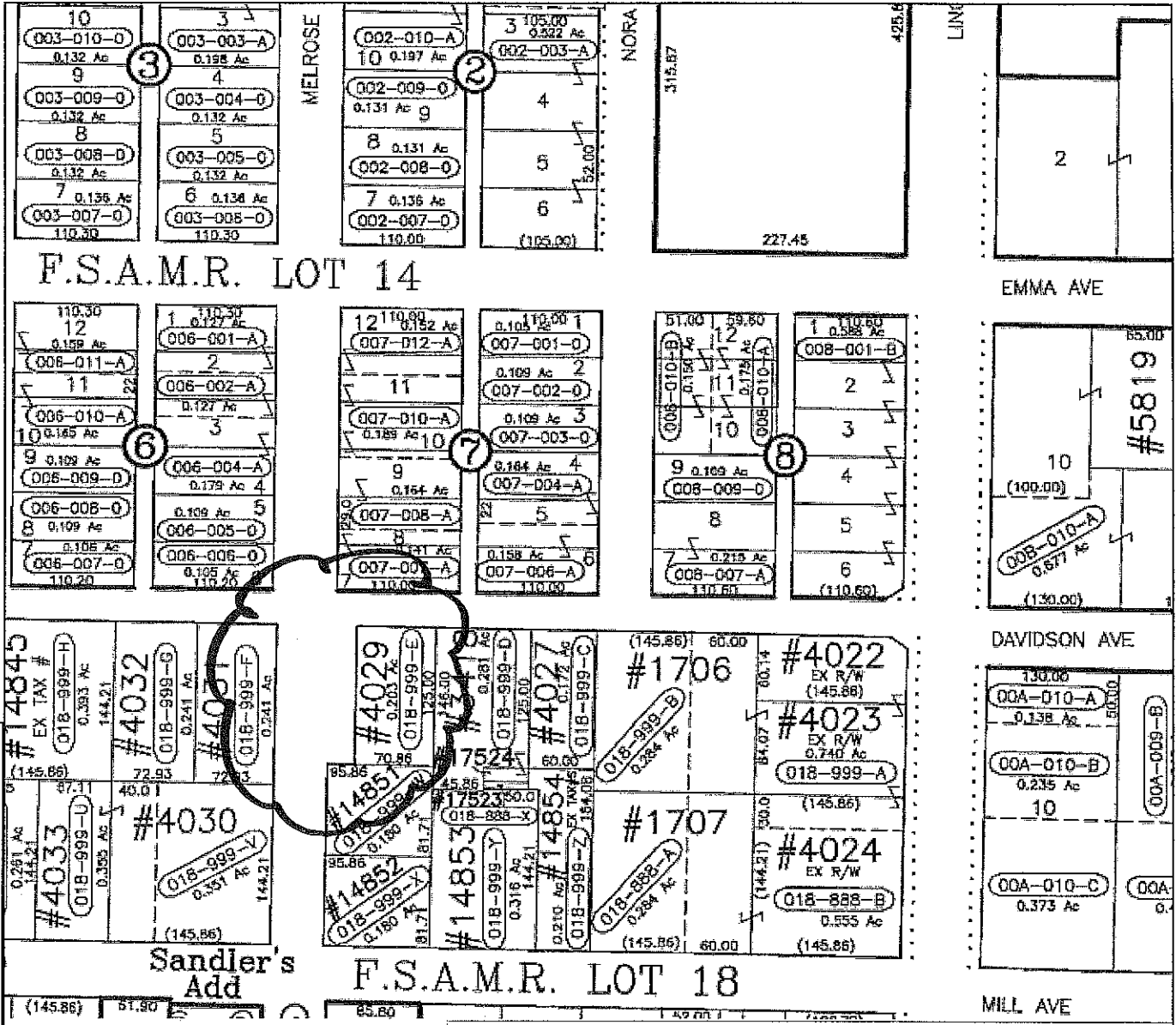
Vacation of the request would bring the existing right-of-way into conformance with the adjoining right-of-way to the south, and, would still allow for sidewalk placement within the existing r/w should it be required and some future date. Recommendation to the City Council would be to approve the request and vacate the right-of-way portion to the adjoiner to the east.

Vicinity Map

Subdivision Vacation

720 W. Davidson Ave.

Coeur d'Alene, ID 83814





• 1814

1817

• 1820

1817

1812

• 1808

• 1811

VALLEY

1805

MELROSE

Woolenat Addition

1806

1809

1804

1802

1803

• 1802

1801

• 1803

• 1801

DAVIDSON

804

• 706

808

• 720

• 714

#17524

1710

Fort Sherman Aband Mill Res (R 37)

• 817

801

727

723

• 721

Sanborn

MILL

FEAR LOT 18

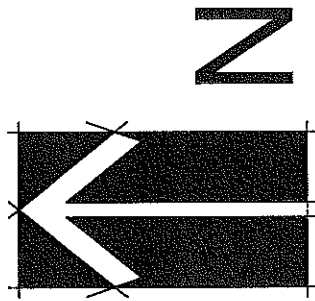
818

Subdivision Vacation Exhibit

720 W. Davidson Ave.

Coeur d'Alene, ID 83814

Parcel Number: C3735018999E



GRAPHIC SCALE



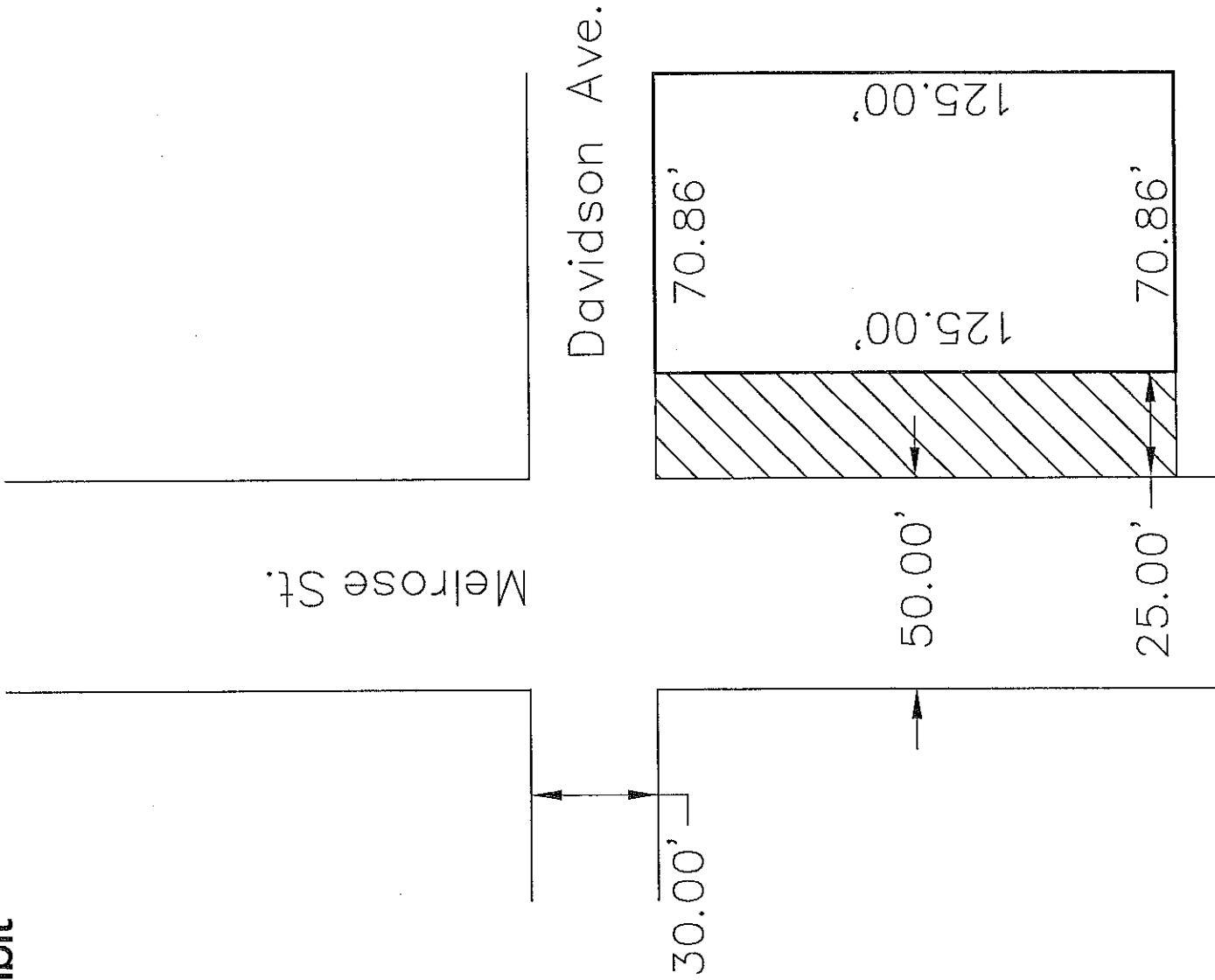
(IN FEET)
1 inch = 40 ft.

LEGEND

Area of
vacation
request

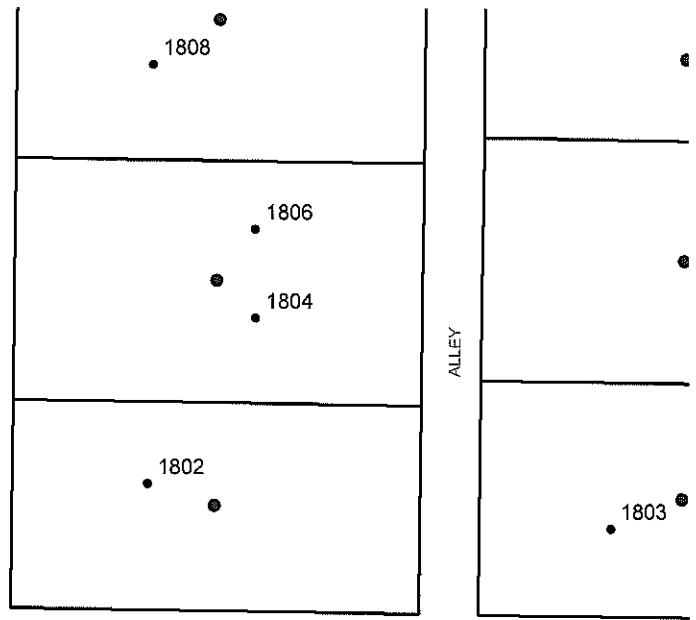


Area = 3125 sq. ft.

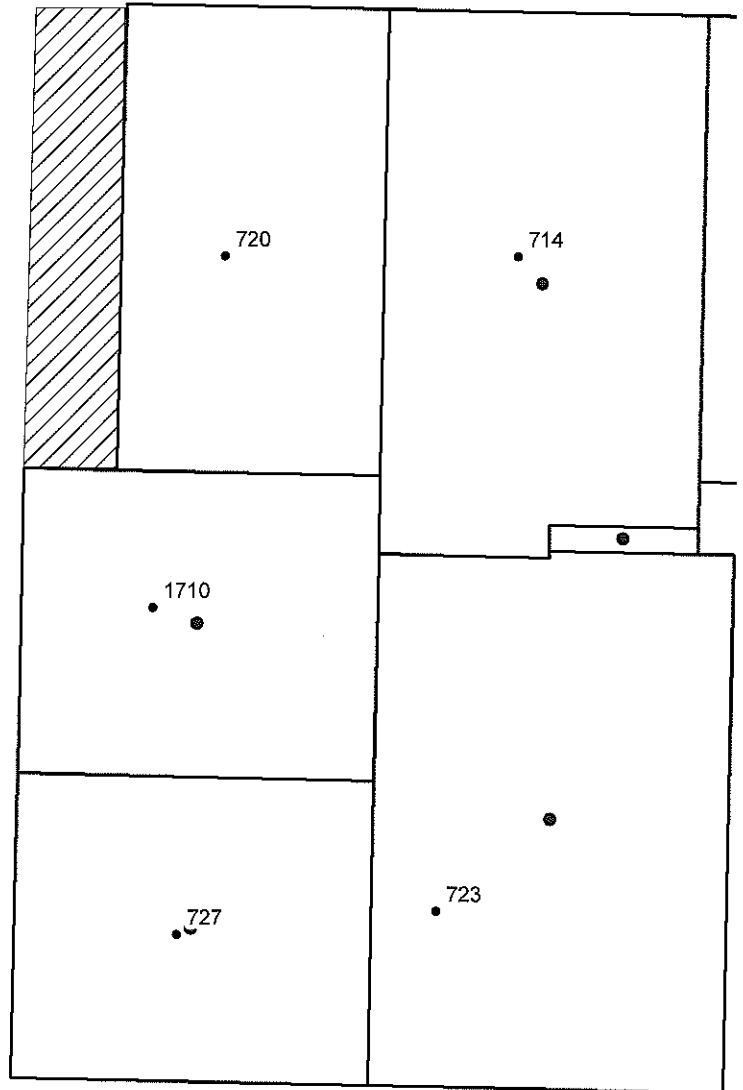
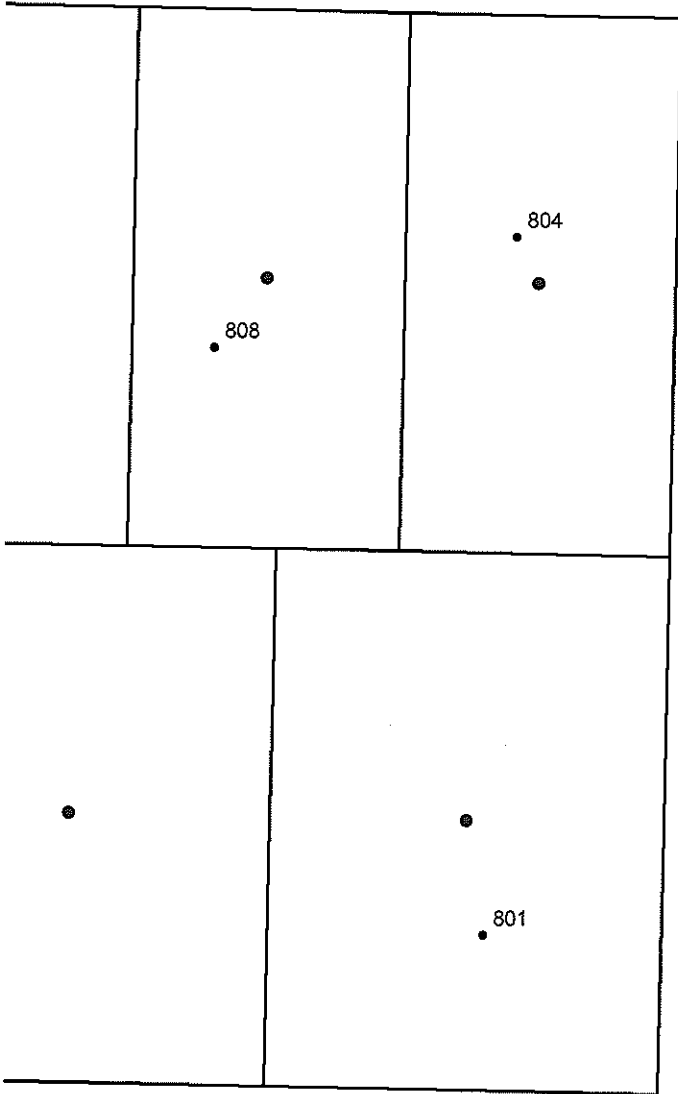




MELROSE



DAVIDSON



MILL

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

July 25, 2011
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Julie Balentine, Item 1
Jennifer Hansen, Item 1
Tom Hasslinger, CDA Press

STAFF PRESENT

Chief Wayne Longo, Police
Lt. Bill McLeod, Police
Jon Ingalls, City Administrator
Susan Weathers, City Clerk
Troy Tymesen, Finance Director
Mike Gridley, City Attorney
Juanita Knight, Senior Legal Assistant

**Item 1. Message Licensing / Citizen Request for Amendments.
(Tabled)**

Susan Weathers, City Clerk, is requesting direction from the Council regarding a citizen request that the City make certain amendments to the Massage License Regulations. Ms. Weathers noted in her staff report that the original licensing requirements for masseurs / bathhouse facilities were established to require FBI background checks on the applicant as a means of protecting the public. The citizen request appears to be establishing requirements for a type of credentialing certification which is beyond the role of city government. Additionally, the request is seeking the City set a dress code, which is something that would not be possible for existing staff to enforce and it also raises the concern of the legality of demanding how an individual dresses above and beyond indecent exposure laws. Ms. Weathers went on to say that she found that the State of Idaho has an Occupational Licensing Board which has 28 boards. She also noted that that this past legislative session, Senator Jim Hammond presented Senate Bill No. 1078 relating to the regulation and licensure of massage therapists. Ms. Weathers stated that it didn't pass but she anticipates it will return next year. Ms. Weathers suggested this item be presented at the state level, rather than the city level.

Councilman Edinger asked if the City has received any citizen complaints regarding massage therapists. Ms. Weathers responded no.

Julie Balentine, Licensed Massage Therapist, stated that their primary goal is to ensure the safety of the public by requiring a minimum educational requirement for licensure. Their hope would be that when someone applies for a license and gets background check, they would be required to submit transcripts to show they do have the education. Ms. Balentine noted that there are several hundred practicing massage therapists that are licensed but uneducated and people are getting hurt. Ms. Balentine added that the dress code request is simply to ensure professionalism within the industry.

Councilman Kennedy asked if Ms. Balentine had reviewed the state legislation. Ms. Balentine responded yes and that they had planned to also pursue this at the state level. They were just directed to start at the city level. Ms. Balentine also added that many therapists come to Idaho because of their limited educational requirements. Anyone is over 18 and can pass a background check can become a message therapist and this is not safe for the public.

Councilman Kennedy, asked Ms. Weathers how many of these professions does the city license. Ms. Weathers responded Merchant police/Security, Private Detectives, Childcare, and Massage Therapist. Councilman Kennedy noted that much like regulating cell phone use and texting while driving, regulating massage therapy to the degree requested at the city level would be patch work and difficult to regulate. Councilman Kennedy said

he would support forwarding this to the state level and said he would personally contact Senator Jim Hammond to discuss this with him.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that this item be tabled to see if the State Legislature will act on it.

**Item 2. Side Utility Vehicle / Police Department Request to purchase.
(Consent Calendar)**

Lt. Bill McLeod is requesting authorization for the Police Department to purchase a side by side utility vehicle. Lt. McLeod noted in his staff report that over the past 4 years the Police Department has partnered with Specialty Sales and Recreation where they were able to acquire a Kawasaki UTV through a Public Safety Loan Program, however the loan program has been discontinued. Research for similar programs has proven to be non-existent. The Police have utilized the vehicle for the following reasons. (1) Special events, such as July 4th, Ironman and Car d'Alene (2) Utilize police volunteers to patrol Centennial Trail and other pedestrian trails and parks (3) as a utility/work vehicle around the police department including snow removal. If a purchase is approved, the PD would extend the use to drug enforcement operations as well. Lt. McLeod stated that it has been determined that the Polaris Ranger 500 would be the most practical. It is also the least expensive. The total cost of this vehicle is approximately \$11,087. Funding would be accomplished utilizing asset forfeiture funds. By utilizing asset forfeiture dollars we will be able to obtain a utility vehicle without impacting the Police Department budget.

Chief Longo stated an added benefit to having this utility vehicle is to have something in between a patrol car and a bicycle to monitor alley ways, parking lots, and the trail systems for drug trafficking, etc. in these areas.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council authorize the Police Department to purchase a side by side utility vehicle as presented.

**Item 3. Air Support Unit / Request for Partnership with Spokane Sheriff's Dept.
(Consent Resolution No. 11-025)**

Lt. Bill McLeod is requesting approval to enter into a Memorandum of Understanding with Spokane County to have access to a public safety helicopter. Lt. McLeod noted in his staff report that Spokane County currently has an air support unit which consists of one helicopter and several paid and volunteer employees. This would be a new program involving Coeur d'Alene Police. PD would select one officer who would be trained and then assigned to at least one shift per month working with the Air Support Unit. The officer would continue to receive training one day per month which takes place in Spokane. If allowed to participate, the PD would begin their participation as soon as an officer is selected. The partnership would allow the PD access to an air support element that could be used during high profile events, search and rescue missions, and general air support during peak hours involving calls for service, along with a host of other missions. Lt. McLeod went on to explain that there would be a yearly financial obligation; this obligation would not begin until the new fiscal year. Funding would come from the department's FY 2011/2012 financial plan. The financial obligation is currently \$5000 and would be utilized to help maintain the unit and equipment. The PD currently pays Spokane Sheriff's Department \$600 per hour for a call for air support. In addition, the PD would allocate one department member, at the rank of patrol officer, who would be trained as a Tactical Flight Officer (TFO).

Chief Longo explained that on July 16th they received a report of a person on Tubbs Hill threatening to commit suicide. At around 11 p.m. they had marine patrol and officers set up a perimeter to try to find the person. The officers spotted him once but then lost him in the dark. The Chief then approved a call for air support. Air

support then used their lighting to light up the hill. After almost an hour, air support did not find the person. Chief Longo stated that the air support proved to be useful as they were able to quickly determine the person was no longer on the hill. If not for air support, offers may have spent an additional hour or two searching the hill. This would have made a huge impact on the shift on a busy Saturday night.

Chief Longo added that Kootenai County is also a part of this unit. They utilize for search and rescue for hunters, skiers, etc.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 11-025 approving a Memorandum of Understanding with the Spokane County Sheriff's office for a partnership to have access to a public safety helicopter.

The meeting adjourned at 12:30 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary