

Coeur d'Alene

CITY COUNCIL MEETING

September 19, 2006

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
SEPTEMBER 5, 2006**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall September 5, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Phil Muthersbaugh, LifeSource Community Church.

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

PUBLIC COMMENTS:

MULLAN AVENUE: Rolly Jergens, representing North Idaho College, requested that the Council not turn Mullan Avenue into a 3-lane roadway. He believes that this roadway receives a heavy amount of use and it would be a detriment to the NIC students if the west bounds lanes were reduced from two lanes to one lane. Councilman Goodlander noted that the Ped./Bike Committee has received several requests to improve the crosswalk at Memorial Field and noted that there is an additional entrance into NIC from River Avenue. Mr. Jergens believes that the crosswalk could be better identified by the use of plastic cones and flashing lights which would then not requiring reducing the west bound lanes.

CITY BUDGET:

Ron Catlin, 986 N. Victorian Drive, Cd'A expressed his appreciation to the staff and Troy Tymesen for all the work they have done with the budget and he appreciates that the City is only taking a 2% increase. Kelly Richards, 1460 E. Woodstone Drive, Hayden, representing Concerned Business of Idaho, expressed their appreciation for not taking the full 3% increase in the budget.

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

1. Approval of minutes for August 9th and 12, 2006.

2. Setting the Public Works Committee and General Services Committee meeting for September 11, 2006 at 4:00 p.m.
3. RESOLUTION 06-054: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT FOR WATER SERVICE AND WAIVING OPPOSITION TO ANNEXATION WITH JEFF & PENNY DAVIS; APPROVAL OF S-2-03 – ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR THE LANDINGS AT WATERFORD, 4TH ADDITION AND AWARD OF BID AND APPROVAL OF CONTRACT WITH RED DIAMOND CONSTRUCTION, INC. FOR THE NORTHEAST WATER SYSTEM IMPROVEMENT PROJECT.
4. RESOLUTION 06-055: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2005-2006, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2005:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$ 175,725	
Administration-----	418,320	\$ 452,320
Finance Department-----	645,185	
Municipal Services-----	947,600	966,477
Human Resources-----	221,017	
Legal Department-----	1,033,390	
Planning Department-----	432,142	460,142
Building Maintenance-----	335,153	
Police Department-----	7,067,804	7,133,176
K.C.J.A. Task Force-----	24,140	27,459
C.O.P.S. Grant-----	317,450	
Local Law Enforcement Grant-----	75,347	76,012

Byrne Grant-----	38,044	98,374
Fire Department-----	4,535,364	4,654,850
General Government-----	134,222	1,944,222
Growth Services-----	1,940,131	2,331,971
US Streets/Garage-----	2,537,143	2,602,143
Parks Department-----		1,205,176
Recreation Department-----	689,495	742,490
City Properties-----		251,697
TOTAL GENERAL FUND EXPENDITURES:	<u>\$23,024,545</u>	<u>\$25,674,429</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund----- \$	872,650	
Impact Fee Fund----- 1	1,972,000	
Parks Capital Improvements-----	370,000	1,089,000
Annexation Fee Fund-----	410,000	
Insurance / Risk Management-----	275,500	291,500
Cemetery Fund-----	262,332	
TOTAL SPECIAL FUNDS:	<u>\$4,162,482</u>	<u>\$4,897,482</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund----- \$	491,711	531,711
Water Fund-----	9,234,473	
Wastewater Fund-----	15,523,459	
Water Cap Fee Fund-----	1,400,000	
WWTP Cap Fees Fund-----	4,234,109	
Sanitation Fund-----	2,701,122	2,901,122
City Parking Fund-----	472,249	
Stormwater Management-----	1,131,137	1,289,637
TOTAL ENTERPRISE EXPENDITURES:	<u>\$35,188,260</u>	<u>\$35,586,760</u>

TRUST AND AGENCY FUNDS:-----	780,407	2,431,40
STREET CAPITAL PROJECTS FUNDS:-----	2,016,580	1,597,780
2006 GO BOND CAPITAL PROJECT FUND:-	0-	4,200,376
DEBT SERVICE FUNDS:-----	1,428,674	2,504,674
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$66,600,948</u>	<u>\$76,892,908</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 September 11, 2006 and September 18, 2006.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 19th day of September, 2006 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 5th day of August, 2006.

5. Approval of cemetery lot transfer from Margaret Osborne to Linda Schmidt.
6. Approval of beer/wine transfer from Timber Creek LLC to J & S Helmholz for Elmer's Restaurant.
7. Setting of Public Hearing for the vacation of 10' of undeveloped public access adjoining the easterly boundary of Lot 9, Block 2, Bentwood 3rd Addition for October 3, 2006.
8. Setting of public hearings for ZC-9-06 for October 3rd and appeal of ZC-6-06/PUD-3-06/SP-9-06/SP-11-06 for Nov. 7, 2006.

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

COUNCIL ANNOUNCEMENT:

BIRTHDAY WISHES: Councilman Reid wished her grandson, Riley Chase a Happy Birthday.

SCHOOLS ARE NOW OPEN: Councilman Edinger reminded the residents that school is now back in session and to please take care when driving.

BOOK SALE: Councilman Goodlander announced that the finale Front Porch book sale at the Library will be held next weekend.

ORDINANCE NO. 3267
COUNCIL BILL NO. 06-1027

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 8.20 ENTITLED SWIMMING POOLS BY REPEALING SECTION 8.20.060 ENTITLED PRIVATE POOL LOCATION; 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.

DISCUSSION: Jon Ingalls reported that the proposed ordinance repeals the location requirements for the placement of residential pools since this regulation is covered in the Uniform Building Code.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 06-1027.

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

Motion by Edinger, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 06-1027 by its having had one reading by title only.

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

RESOLUTION NO. 06-056

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT WITH LAKES HIGHWAY DISTRICT FOR RAMSEY ROAD IMPROVEMENTS.

Motion by Reid, seconded by Kennedy to adopt Resolution 06-056.

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

MULLAN AVENUE CROSSWALK: Motion by Reid, seconded by Kennedy to approve the elimination of the inside westbound lane on Mullan Avenue at Memorial Field, to establish a painted median and to install pedestrian-activated flashers at the crosswalk as available monies are identified. **DISCUSSION:** Councilman Reid noted that the Fort Ground Homeowners Association has endorsed this proposal. Gordon Dobler, City Engineer, also noted that the westbound traffic on Mullan Avenue is at 1,900 per day and the east bound traffic is about 4,000 per day. Councilman Edinger asked Rolly Jergens what was NIC's main concern. Rolly Jergens responded that it was that of congestion. Councilman Reid noted that people do park in the "No Parking" zone since the fine is only \$15.00 and she suggested that maybe the no parking fines be reviewed. Motion carried.

SIMS PROPERTY ANNEXATION: Motion by Reid, seconded by McEvers to consent to the annexation of the Sims property and all property on the south side of Aqua Avenue between Government Way and US 95 by the City of Hayden. Motion carried.

"NO PARKING" ZONE AT FEDERAL COURTHOUSE BUILDING ON 4TH STREET: Motion by Reid, seconded by Goodlander to establish a "No Parking" zone adjacent to the Federal Courthouse on Lakeside Avenue and 4th Street and direct staff to prepare the necessary resolution/ordinance. Motion carried.

ORDINANCE NO. 3268 COUNCIL BILL NO. 06-1016

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE ZONING CODE OF THE CITY OF COEUR D ALENE TO RENAME THE C-34 ZONING DISTRICT AS THE DOWNTOWN CORE ("DC") DISTRICT; RENAMING THE CENTRAL BUSINESS DISTRICT AS THE DC DISTRICT; AMENDING SECTIONS 17.05.330 AND 17.05.390

TO DELETE GROSS ACRE DENSITY INCREASES FOR AREAS WITHIN AND NEAR THE CENTRAL BUSINESS DISTRICT; AMENDING SECTION 17.05.370 TO SET HEIGHT LIMITS IN THE R-34 DISTRICT; AMENDING SECTION 17.05.650 TO SET OUT THE PURPOSE AND INTENT OF THE DC DISTRICT; AMENDING SECTION 17.05.660 TO ESTABLISH PROHIBITED USES IN THE DC DISTRICT; REPEALING SECTION 17.05.670 REGARDING ACCESSORY USES; REPEALING SECTION 17.05.680 REGARDING USES ALLOWED BY SPECIAL USE PERMIT; ADOPTING A NEW SECTION 17.05.685 TO ADOPT A BASE FLOOR AREA RATIO FOR THE DC DISTRICT AND TO ALLOW FOR ADDITIONAL FLOOR AREA RATIO THROUGH THE USE OF BONUS FEATURES; AMENDING SECTION 17.05.690 TO ESTABLISH A MAXIMUM BUILDING HEIGHT WITHIN THE DC DISTRICT; ADOPTING A NEW SECTION 17.05.695 TO REGULATE THE BULK AND SPACING OF LARGE BUILDINGS WITHIN THE DC DISTRICT; REPEALING SECTION 17.05.700 REGARDING IMPERVIOUS SURFACES; AMENDING SECTION 17.05.710 REGULATE MINIMUM LOT AREA AND FRONTAGE FOR RESIDENTIAL USES IN THE DC DISTRICT; ADOPTING A NEW SECTION 17.05.725 TO ESTABLISH PARKING RATIOS FOR THE DC DISTRICT; ADOPTING A NEW SECTION 17.05.727 TO ALLOW FEES IN LIEU OF PARKING SPACES IN THE DC DISTRICT; AMENDING ARTICLE "X" OF CHAPTER 17.09 TO ADOPT A DESIGN DEPARTURE PROCEDURE; ADOPTING A NEW SECTION 17.09.905 TO ESTABLISH THE PURPOSE FOR A DESIGN DEPARTURE; ADOPTING A NEW SECTION 17.09.910 TO REGULATE THE APPLICATION AND SUBMITTAL FOR A DESIGN DEPARTURE; ADOPTING A NEW SECTION 17.09.920 TO ESTABLISH PROCEDURES FOR CONSIDERATION OF A DESIGN DEPARTURE; ADOPTING A NEW SECTION 17.09.930 TO ESTABLISH REQUIRED FINDINGS FOR A DESIGN DEPARTURE; ADOPTING A NEW SECTION 17.09.940 GOVERNING APPEALS TO CITY COUNCIL FROM A DESIGN DEPARTURE; ADOPTING A NEW SECTION 17.09.950 TO REGULATE THE TERMINATION, AND REAPPLICATION OF A DESIGN DEPARTURE; AMENDING SECTIONS 17.44.030, 17.44.050, 17.44.060, 17.44.070, 17.44.080 AND 17.44.090 TO ALLOW PARKING REQUIREMENTS FOR INDIVIDUAL USES TO BE GOVERNED BY THE RELEVANT ZONING DISTRICT; AMENDING SECTION 17.44.240 TO ALLOW EIGHT (8') FOOT BY EIGHTEEN (18') FOOT PARKING STALLS IN THE DC DISTRICT; AMENDING SECTION 17.44.280 GOVERNING THE SIZE OF DRIVEWAYS AND TRAFFIC AISLES; REPEALING ARTICLE "V" OF CHAPTER 17.44; REPEALING SECTION 17.44.360 REGARDING THE SIZE OF PARKING STALLS; REPEALING SECTION 17.44.370 REGARDING DRIVEWAY WIDTHS; REPEALING SECTION 17.44.570 DEFINING THE CENTRAL BUSINESS DISTRICT; REPEALING SECTION 17.44.572 REGARDING FEES IN LIEU OF PARKING; 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 Hassell to pass the first reading of Council Bill No. 06-1016.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 06-1016 by its having had one reading by title only.

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

PUBLIC HEARING - ANNUAL APPROPRIATION FOR FY 2006-2007: Mayor Bloem read the rules of order for this public hearing. Troy Tymesen, Finance Director, gave the staff report.

Mr. Tymesen reported that the proposed budget is \$60,717,150 with a large amount of funding as part of the enterprise funds of Wastewater and Water. He noted that this financial plan includes the Council's top strategic goals including additional Police Officers, additional Firefighters, more part time Parks employees, enhancing customer service through technology, enhancing code enforcement as well as an additional Heavy Equipment Operator for the Street Department. He reviewed the sources that the City has available to obtain revenue, such as the 3% increase, new construction, new annexations, and forgone taxes. Additionally, he noted that the citizens approved two bonds one for the new Library and one for Public Safety. Mr. Tymesen then presented the proposed budget for Fiscal Year 2006-2007 which includes a reduction in the allowed 3% increase by \$117,000 by only taking a 2% increase of the General Fund. Ultimately, it is anticipated that the City's levy rate should be reduced by 19% from \$5.09/\$1,000 Net Valuation to \$4.10/\$1,000 Net Valuation for a home that has been assessed at \$250,000.

(Councilman Reid left the meeting at 7:10 p.m.)

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

ORDINANCE NO. 3266
COUNCIL BILL NO. 06-1026

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2006" APPROPRIATING THE SUM OF \$60,718,150 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Hassell to pass the first reading of Council Bill No. 06-1026.

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

Motion by Hassell, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 06-1026 by its having had one reading by title only.

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

EXECUTIVE SESSION: Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345, Subsection A: To consider hiring 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; and Subsection F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The Council entered into Executive session at 7:20 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator, City Attorney and Finance Director.

Matters discussed were those of hiring, litigation, and property acquisition. No action was taken and the Council returned to their regular meeting at 8:15 p.m.

LCSC TO PURCHASE PROPERTY: City Administrator Wendy Gabriel presented a proposal from Lewis and Clark State College to purchase certain City property.

ADJOURNMENT: Motion by Edinger, seconded by Kennedy that this meeting be recessed to September 18, 2006 at 11:30 a.m. Motion carried.

The meeting recessed at 8:20 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 06-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AMENDMENT NO. 2 TO THE CODE ENFORCEMENT CONTRACT WITH TIM TROUT; APPROVAL OF A LEASE RENEWAL WITH THE 11TH STREET DOCKOWNERS ASSOCIATION, INC.; APPROVAL OF CHANGE ORDER NO. 5 FOR THE WWTP PHASE 4B AND APPROVAL OF THE EMPLOYEE BENEFIT PLAN CHANGES AND RENEWAL RATES.

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) Approval of Amendment No. 2 to the Code Enforcement Contract with Tim Trout;
- 2) Approval of a Lease Renewal with the 11th Street Dockowners Association, Inc.;
- 3) Approval of Change Order No. 5 for the WWTP Phase 4B;
- 4) Approval of the Employee Benefit Plan changes and Renewal Rates;

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 19th day of September, 2006.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

GENERAL SERVICES

DATE: September 11, 2006

FROM: Susan Weathers, Municipal Services Director/City Clerk

SUBJECT: Code Enforcement Contract Amendments

DECISION POINT:

Would the City Council approve the proposed amendments to the current Code Enforcement contract with Tim Trout?

HISTORY:

One of the high priorities that the City Council set for their Strategic Goals was enhancing Code Enforcement. The initial proposal requested two FTE's (full time equivalents) to staff the program in-house.

Mr. Trout, who has contracted with the City since 2003 presented a proposal which would allow him to subcontract the clerical services required for code enforcement. This would in turn allow Mr. Trout to have more "field" time.

In weighing the cost of hiring two full time employees vs. amending Mr. Trout's contract, Council elected to accept Mr. Trout's offer and increase the professional services budget to allow Mr. Trout to subcontract for clerical services.

FINANCIAL ANALYSIS:

The estimated cost for hiring two employees for the first fiscal year is \$75,000. In comparison, by increasing Mr. Trout's contract from \$15,600/year to \$23,750/year, the result is a cost avoidance of approximately \$51,250.00. The City Council provided for the increase in the contract amount through the 2006-2007 budget which was adopted September 5, 2006.

QUALITY OF LIFE:

By continuing to contract with Mr. Trout and allow him to subcontract the clerical services, the City is enhancing their code enforcement services in the most cost effective manner.

PERFORMANCE ANALYSIS:

Since the clerical services would be subcontracted out, Mr. Trout's time could be more efficiently utilized by allowing him to work out in the field investigating the complaints received vs. in the office completing the paper work.

DECISION POINT/RECOMMENDATION:

It is recommended by that Council approve the amendments to the code enforcement contract with Mr. Trout which provides for an increase the annual contract amount and allows him to subcontract the clerical services provided that the clerical assistant is acceptable to the City.

AMENDMENT NO. 2 TO THE
PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

TIMOTHY L. TROUT

WHEREAS, pursuant to Resolution No.03-036 adopted the 1st day of April, 2003, as amended by Resolution No. 04-060 adopted the 18th day of May, 2004 the City of Coeur d'Alene entered into a Professional Services Agreement with Timothy Trout for Code Enforcement Services ; and

WHEREAS, Susan Weathers, City Clerk, has recommended that the City of Coeur d'Alene amend the Agreement with Timothy Trout by paying an additional Six Hundred Seventy Nine Dollars and 17/100's (\$679.17) per month to defray the costs of providing the code enforcement services to the City and to allow Tim Trout to subcontract for clerical help in meeting the requirements of the Agreement; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes an amendment to the Agreement with Tim Trout, adopted Resolution No. 03-036 (as amended by Resolution No. 04-060), to pay an additional Six Hundred Seventy Nine Dollars and 17/100's (\$679.17) per month for Code Enforcement Services.

BE IT FURTHER RESOLVED, that the Agreement be further amended to allow Tim Trout to subcontract for clerical services associated with Code Enforcement for the City provided that the clerical assistant is acceptable to the City.

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 Timothy Trout has caused the same to be signed this 19th day of September, 2006.

CITY OF COEUR D'ALENE

CONSULTANT

Sandi Bloem, Mayor

Timothy L. Trout

ATTEST:

Susan K. Weathers, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: September 11, 2006

FROM: Warren J. Wilson, Deputy City Attorney

SUBJECT: 11th Street Marina Lease Extension

DECISION POINT:

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

BACKGROUND/HISTORY:

For many years the City, and Idaho Water before that, has had a lease agreement with the Dock Owner's Association or their predecessors to facilitate the operation of a Marina at 11th Street. The term of present lease expired on August 31, 2006. Staff met with the Dock Owners Association and negotiated a new 5 year lease term.

EVALUATION:

Because the prior lease allowed a renegotiation of essentially the lease rate only, the terms of the new lease agreement are largely consistent with the prior lease. In addition to some minor house keeping changes, the lease payment has been updated for inflation, a new exhibit has been attached to more accurately reflect the current configuration of the marina and the renewal language has been changed to allow the parties to renegotiate all of the lease terms at the end of this lease term.

DECISION POINT/RECOMMENDATION:

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of September, 2006, by and between **ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC.**, an Idaho non-profit corporation, hereinafter referred to as "ASSOCIATION", and the **CITY OF COEUR D'ALENE**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "CITY".

W I T N E S S E T H:

DECLARATIONS

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

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

TERMS OF LEASE

FOR AND IN CONSIDERATION of the sum of Five Thousand Eight Hundred Dollars (\$5,800.00) with an annual increase equivalent to the CPI for the Western Region, rent to be paid in advance annually by LESSEE unto the CITY and in consideration of the further mutual grants, agreements, considerations and terms as hereinafter more particularly set forth, the parties do hereby mutually covenant and agree as follows:

1. Term: The term of this agreement shall be for a period of five (5) years commencing on the 31st day of August, 2006 and having a termination at 12:00 midnight on the 30th day of August, 2011.

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

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

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

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

- C. LESSEE, its successors or assigns, at all times shall conduct its operation so as not to damage, injure or interfere with the intake water lines of the CITY from the waters of Lake Coeur d'Alene.
 - D. LESSEE agrees to notify the CITY in writing at least thirty (30) days prior to any alteration of the breakwater.
 - E. In the maintenance of those catwalks, boat slips, docks or boom slips, LESSEE does covenant and agree that it shall not maintain them in such close proximity to the land and shoreline of the above described property so as to prevent boat access to the area by the CITY for the purpose of maintaining, installing and reinstalling its intake water lines.
 - F. In consideration of those grants by the CITY unto LESSEE, its successors and assigns, LESSEE, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall indemnify and hold harmless the CITY against any and all actions, claims and damages, including costs, attorney fees and expenses of whatsoever kind or character, including third party claims arising from the use of that license and/or licenses granted by the CITY to LESSEE. LESSEE does covenant and agree that they shall cause the CITY to be endorsed upon its existing liability coverages as an additionally named insured, which insurance shall carry limits of not less than One Million Dollars (\$1,000,000 to thereby protect the city from any claim of any person arising out of or by virtue of the maintenance of the moorage operation upon the riparian water of that property hereinbefore described owned by the CITY.
 - G. LESSEE will repair any damage to turbidity water lines belonging to the CITY that are in the area of the lease and the Marina associated with this lease.
3. LESSEE shall remove debris from along the Tubbs Hill shoreline within ten (10) days of written notice from the CITY and shall agree to pay for any such removal occurring after the ten (10) day notice period.
4. The number of boat slips including side tie docking space shall be limited to one hundred and thirteen (113).
5. LESSEE shall not park boat trailers nor shall it allow its lessees to do so on streets except when actively loading or unloading boats.
6. LESSEE shall provide to the CITY for its sole and unrestricted use one hundred (100) linear feet of mooring space which shall be side dock tying space rather than full boat slips. The purpose and use of said dockage shall be for fire boats, patrol boats or other publicly owned or publicly used service boats, as depicted in Exhibit "A", attached hereto and incorporated herein by reference. The City shall have the right to allow such dockage space for use by the

County Sheriff, Coast Guard, Coeur d'Alene Fire Department or any other public law enforcement, firefighting or administrative agency. The dockage space shall not be assignable for use by private individuals.

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

- A. Sanitary Pump Station to service boats on Lake Coeur d'Alene as depicted in Exhibit "A", attached hereto and incorporated herein by reference.
- B. The placement of a floating boom, as depicted in Exhibit "A" attached hereto and incorporated herein by reference, to protect the use of the beach area immediately adjacent to the "old pump house" at the Tubbs Hill east entrance, and the policing and maintenance of the shore line and waters within the interior of the boom and the existing docks.
- C. The attachment of Exhibit "A" and its incorporation into this lease by reference is for the sole purpose of depicting the location of the public amenities set out in Paragraphs 6 and 7 and for no other purpose.

8. Upon the commencement of the term of this agreement, LESSEE shall pay in cash to the CITY the sum of Five Thousand Eight Hundred Dollars (\$5,800.00). A like sum shall be paid to the CITY on August 31 of each year through the duration of the lease. However, the parties agree that rental shall be adjusted annually by an increase equivalent to the CPI for the Western Region for the first five (5) years.

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

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

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

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

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

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

LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
ELEVENTH STREET DOCKOWNERS
ASSOCIATION INC.

Sandi Bloem, Mayor

By:

Its:

Peter J. Anderson
President of 11th St. Dockowners
Association.

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of September, 2006, 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 26th day of August, 2006, before me, a Notary Public, personally appeared Peter J. Ambica of the **Eleventh Street Dockowners Association, Inc.**, who subscribed said limited non-profit corporation name to the foregoing instrument, and acknowledged to me that Eleventh Street Dockowners Association, Inc., executed the same.

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

 
Notary Public for Idaho
Residing at Coeur d'Alene
My Commission Expires: 3/20/10

11TH STREET DOCK ASSOC.

1100 E. LAKESHORE

N.T.S.

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ROPE BOUY

APPROXIMATE SHORELINE

BREAKWATER

'F' DOCK

'H' DOCK

'A' DOCK

PUBLIC SERVICE VESSEL AREA

SANITARY PUMP STATION

'B' DOCK

MAIN DOCK

'G' DOCK

'C' DOCK

'D' DOCK

'E' DOCK

EXHIBIT

EXHIBIT "2"

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2006

PRODUCER (208) 667-9406 FAX (208) 664-6707

Harris - Dean Insurance

703 Lakeside Avenue

P. O. Box 430

Coeur d'Alene ID 83816-0430

INSURED

Eleventh Street Dockowners Association Inc

Attn Charlie Dodson

P O Box 1674

Coeur d Alene ID 83816

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Western Maritime Ins

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A			GENERAL LIABILITY	WGP0000398	11/20/2005	11/20/2006	EACH OCCURRENCE	\$ 1,000,000	
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 1,000,000	
							GEN'L AGGREGATE LIMIT APPLIES PER:		
			<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
			<input type="checkbox"/> HIRED AUTOS						
			<input type="checkbox"/> NON-OWNED AUTOS						
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
							AUTO ONLY: AGG	\$	
			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
								\$	
			<input type="checkbox"/> DEDUCTIBLE					\$	
			<input type="checkbox"/> RETENTION \$					\$	
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER	
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E. L. EACH ACCIDENT	\$	
			If yes, describe under SPECIAL PROVISIONS below				E. L. DISEASE - EA EMPLOYEE	\$	
							E. L. DISEASE - POLICY LIMIT	\$	
			OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of Insurance

CERTIFICATE HOLDER

CITY OF COEUR D ALENE
Attn: Wendy Hague
710 MULLAN
COEUR D ALENE, ID 83814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

C Steinley/KARLA

EXHIBIT "2"

PUBLIC WORKS COMMITTEE **STAFF REPORT**

DATE: September 11, 2006
FROM: David E. Shults, Capital Program Manager *Des*
SUBJECT: Change Order #5 to Agreement with Contractors Northwest for WWTP Phase 4B

=====

DECISION POINT:

The City Council is requested to approve Change Order #5, for an increased cost of \$37,465 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,304,358.

HISTORY:

Four months remain for the contractual period of the twenty-month Phase 4B project. The contractor and subcontractors are working on every aspect of the project now, completing piping and wiring and installation of process equipment. All work is coming together during this extremely busy time. Startup of the new facilities is anticipated within the next two months, when all of the interrelated equipment and operations must work flawlessly together to assure reliable and routine treatment of the City's wastewater. Several changes to the specifications and drawings have been necessary to allow the project to progress, and to provide additional features requested by the City. Proposed Change Order #5 addresses these issues, and is described in the attached letter that describes each of the separate change items to the construction contractor's work.

FINANCIAL ANALYSIS:

Early Effluent Pumping Improvements	108,000
Phase 4B Design	\$1,090,000
Construction Engineering, Inspection, Startup	1,429,000
Initial Construction Bid	10,949,000
Previously approved Change Orders #1, #2, #3, #4	317,893
Proposed Change Order #5	37,465
Centrifuge Prepurchase	324,000
Utility Relocation and Additional Power Feed	178,000
<u>Admin Expenses</u>	<u>100,000</u>
Total Phase 4B	14,533,358

Project estimate at bid time, including 5% contingency	14,827,000
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Budget	2005/2006 City Budget (Year 5 of 6)	7,800,000
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Funding	Wastewater cash reserves and loan from Idaho DEQ payable at 3.75% interest over 20 years
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DISCUSSION:

Change Order #5 includes a total of 24 changes. Six items are for extra work due to encountering conditions that were unknown at the time of design. Two items improve the appearance and irrigation of the landscaped berm that surrounds the plant. Eight items are necessary to resolve design conflicts with added materials and labor. Four items add improvements for better operation and safety of the facilities. Four items eliminated work or materials that staff believes is not needed at this time. Wastewater staff and the City's consulting engineer negotiated the proposed changes and costs with CNI to allow the project to advance without undue delay. The changes require no added days for project completion. The changes presented are considered to be normal for this type of construction, and the project is well within budget. The total change order percentage to date, expressed as a comparison to the original construction bid amount, is 3.2 %. Some of the extra cost is attributable to using the existing contractor and specialty subcontractors to install equipment and components necessary for the utility's equipment replacement program that is normally funded from the wastewater reserve fund that is established for this purpose.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #5, for an increased cost of \$37,465 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,304,358.

Attachment

des1188



08042...24390/5.2.10/C.O. #5

September 5, 2006

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

**RE: City of Coeur d'Alene Wastewater Treatment Plant
Phase 4B Upgrade and Expansion Project
Change Order No. 5**

Dear Dave:

Please find attached, for your review and approval, the recommended Change Order No. 5 for the above referenced project. This Change Order incorporates the following proposed change items, including Change Proposal Requests (CPRs).

CPR 28 – Cap 8 IN Drywell Line From Stimson. This change item involved capping a drywell system connected to the existing Stimson stormwater collection sump that was not identified on the drawings and was not known to exist. The change item removed the drywell at a cost of \$529 to the project.

CPR 35B – Added Grating at IPS Floor Openings. The original planset called for installation of steel floor plates over the upper level openings needed to access the influent pumping units in the Influent Pumping Station. It was determined that the floor plates would not allow the operations staff to monitor pump operation from the IPS upper level. In addition, the floor plates would be heavy and cumbersome to remove to access a pump. This change item resulted in the addition of 2 IN galvanized steel floor grating over the four openings in the IPS Building upper at an additional cost to the project of \$4,748.

CPR 40 – Change RS Connection. This change item modified the 36 IN and 16 IN influent piping in the Utilidor where they enter the IPS Building. The two pipes were originally designed to join in the Utilidor, and then discharge to the IPS influent channel. It was determined that influent sewer hydraulics should be changed to bring each of these pipelines into the influent channel separately. This change also involved additional detailing required for the Utilidor piping and a credit for elimination of a 36 IN x 36 IN pipeline tee in Utilidor. The change item resulted in an additional cost to the project of \$1,159.

CPR 49 – Scum Pit Box East Wall Hanging Frame. During the preparation for erection of the perimeter steel frame on Primary Clarifier No. 2, it was determined that the scum pit concrete walls would conflict with the steel frame. This change item eliminates a hanging frame member to allow the frame to be installed without conflicting with the scum box, at a cost credit to the project of -\$288.

CPR 51 – 3W and Centrate Line Changes. This change item modified the 8 IN centrate and 8 IN #3W pipelines alignments to miss existing structures and avoid conflicts with each other. This change item also included modifications to the Fort Grounds pipeline to facilitate construction, removal and replacement of several electrical duct banks, and installation of additional cleanouts identified as necessary in the field. The change item resulted in an additional cost to the project of \$4,970.

CPR 56 – Eliminate Relocation of Dumpster Enclosure. The University of North Idaho requested that the existing dumpster enclosure not be re-located to the north end of the site because of its poor condition and the University's desire to obtain a better enclosure. The change item eliminated the enclosure re-location and resulted in cost credit to the project of -\$159.

CPR 57 –Platform and Grating Changes at Clarifier No. 2. To facilitate better outside access to the primary clarifier scum pit at Primary Clarifier No. 2, Door D-203 was eliminated and a steel access platform and grating was installed at the exterior to Primary Clarifier No. 2. The result is a more efficient access to the scum pit without the need for entering the clarifier cover. This change item added a cost of \$163 to the project.

CPR 63 – Epoxy Injection and Caulking at Clarifier No. 1. During the rehabilitation of Primary Clarifier No. 1, cracks were identified in the concrete walls and launder trough of the basin. This change item added epoxy injection repairs to the cracks and application of polysulfide caulking at the intersection of the weirs and baffles to the launder wall. This change resulted in a cost to the project of \$3,370.

CPR 74 – Run 8 IN PVDF Through Existing Duct Bank. During the installation of the 8 IN PVDF centrate pipeline, a duct bank was encountered that was not identified in the location on previous as-built drawings. Further investigation resulted in the duct banks being sawcut and replaced to allow the PVDF line to be placed under the duct and provide adequate cover over the pipeline to prevent freezing. This change item required some re-work of the PVDF pipeline, and resulted in a cost of \$1,182 to the project.

CPR 79 – Bar Screen Interferences. During installation of the mechanical bar screens through the roof openings in the Influent Pumping Station, it was determined that removal of the screen motor drives would be necessary to allow the mechanisms to fit through the openings in the roof. This change order added removal and re-installation of the drive units on the two mechanical bar screens at an added cost of \$4,442 to the project.

CPR 86 – Landscape Modifications at the North Berm. Changes were made to the landscaping and irrigation system at the north berm that included elimination of the Netafin drip system and added a spray zone to replace the Netafin drip system. An additional spray zone and an additional rotor zone were also included. The previously designed drip zone plantings were changed to turf grass. This change item added a cost to the project of \$5,513.

CPR 87 – Raise Grit Classifiers. During the installation of the Grit Classifiers, it was determined that the units were too low to the floor level and would need to be raised to match the elevation of the screenings system discharge chutes. The equipment was installed, and re-work was required to install the units on higher concrete curbs and revise feed piping to them. This change item resulted in a better final installation, capable of allowing the use of more conventional garbage dumpsters for grit handling. The change item resulted in an additional cost of \$12,671 to the project.

CPR-88A – Painting Changes for Piping and Hatches. This change item eliminated the requirement for painting the piping in the Utilidor and added painting of the hatches on the covers of the Primary Clarifiers to match the existing roof architectural metal. The identification devices on the piping in the Utilidor were not eliminated by this change and the piping primer coatings have been included. The change item resulted in a no-cost change to the project.

CPR 89 – Add Isolation relays at the Primary Clarifiers. During installation of the primary clarifier covers, it was determined that the clarifier mechanism drive units were not explosion proof. The City replaced the existing motors with explosion proof motors, however the drive controls and limit switches were also not explosion-proof rated. In order to bring the equipment into full compliance with the explosion-proof rating, the drive controls were modified to include intrinsically safe wiring for the controls circuits for both Primary Clarifier No. 1 and No. 2. This change item added the intrinsically safe isolation relays at a cost of \$1,747 to the project.

CPR 91 – Delete Thickener No. 1 Cover. Gravity Thickener No. 1 was designed to have a low profile cover installed for odor control, similar to the covers installed on Thickener Nos. 2 & 3. City operations staff reported that the maintenance of the thickeners that currently have the lower profile covers is difficult, and results in impaired operation of the thickeners. The City determined that a revised arrangement is needed for the thickener covers in the future, and eliminated the installation of the low profile cover as designed. This change item eliminated the cover, and replaced aluminum checkered plate access flooring on the new thickener access platform with serrated aluminum grating for better freeze protection during the winter months. This change item provided a cost credit of -\$21,515 to the project.

CPR 94 – Duct Bank Removal and Temporary Power for Fan FA-1075. During the installation of the south area foul air duct and fan system, it was determined that a more protected location for Fan FA-1075 would be north of the original design, adjacent to the

south wall of Gravity Thickener No. 1. This re-location of the fan required additional electrical duct bank to be demolished and temporary power wiring installation for the Administration Building to enable construction to keep moving. This change item resulted in a cost of \$1,886 to the project.

CPR 97 – Delete Solids Building Roof From Contract. After further review of the condition of the Solids Building roofing, it was determined that replacement of the roofing system was not necessary at this time. This change item deleted the removal and replacement of the Solids Building roofing system and resulted in a -\$7,519 credit to the project.

CPR 98 – Sprinkler Repair and Reseeding of the West Berm. During installation of the new perimeter fence along the west berm, sprinkler heads were placed along the sea wall on the west side of the new fence to enable watering of the perimeter berm. Also, the area on the river side of the berm was re-graded by the Contractor and the area on the plant side was re-worked by the City employees. Both areas were hydro seeded. Since a portion of this work was included in the original contract, and a portion of the work was outside the original contract, it was agreed that the Contractor and Owner would split the charges at a cost of 40% from the Contractor and 60% from the Owner. This change item resulted in an additional cost of \$3,206 to the project for the City's portion of the work.

CPR 99 – Modify Fans 4510 and 4515 to Allow For Maintenance. The existing 26 IN FA duct on the discharge side of the new fans at the trickling filters ended up being too close to the trickling filter walls to allow for maintenance. This change item provides for re-location of the fans and re-configuration of the supply and discharge ducts. In addition, the existing concrete bases for the fans were removed and replaced to allow for installation of the new fans at a location to provide for clearance for maintenance. This change item added a cost of \$5,485 to the project.

CPR 104 – Grating System for Primary Clarifier No. 1. This change item, similar to CPR 57, adds an exterior access to the top of the scum pit for Primary Clarifier No. 1. This value added change item resulted in a safer and more convenient access to the clarifier scum pit for operations personnel at an additional cost of \$5,890 to the project.

CPR 107 – Revise South Side Grading Inside Screen Wall. Layout of the switchboard and electrical service entrance transformers required a change to the site grading plan to enable access to the transformers and allow for installation of the perimeter fence around the service entrance equipment without conflicting with the required gates on the perimeter fence. This change item, which provided for re-grading of the site subgrade soils to fit the actual switchboard and transformer pad layout, resulted in an additional cost of \$2,874 to the project.

CPR 119 – Modify IPS Sump Pump Floats. Following construction of the Influent Pumping Station sump, it was determined that the sump is not large enough or deep enough to properly control the dual pumping system arrangement with the specified four (4) tilting-bulb level control switches. This change item, which adds \$510 to the project, provides for adding a slide-rail float switch assembly in lieu of the tilting bulb style switches. The tilting bulb switches, already purchased for the project, will be delivered to the Owner for use as spares.

PCO/RFI 157 – Primary Clarifier Framing Modifications. This change item is associated with the additional field erection work required to modify the steel frame structure for Primary Clarifier No. 1 to fit the actual irregular diameter of the clarifier. Although the basin diameter was checked and verified with the dimensions given on the project documents during the shop drawing development process, the basin was found to have a very irregular diameter at the launder wall. Because of this arrangement, the steel superstructure required significant modifications in the field (including cutting and re-welding) to enable proper installation of the structure.

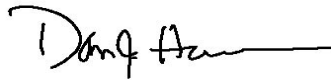
PCO LL – Revise Polymer Connections to Centrifuge. This change item provided for connection of both the 8 GPM and 4 GPM existing polymer feed units to the centrifuge polymer feed. At the time of startup, it was learned that the polymer feed capacity of the existing polymer unit was insufficient, and there was a need to startup both polymer feed units to meet centrifuge performance requirements. This change item added \$2,196 to the contract price.

Change in Contract Time. No additional time will be added to the project as a result of this change order.

I trust that the above provides sufficient summary of the change items associated with Change Order No. 5. Please contact me immediately if you require additional explanation or information.

Sincerely;

HDR ENGINEERING, INC.



Dan J. Harmon, P.E
Project Engineer

c. Bob Boucher, HDR
Chris Kelly, HDR

CHANGE ORDER NO. 5

OWNER: City of Coeur d'Alene, ID

DATE: September 5, 2006

CONTRACTOR: Contractors Northwest, Inc.

HDR NO. 08042-038-103/..24390

PROJECT: City of Coeur d'Alene Wastewater Treatment Plant
Phase 4B Upgrade and Expansion

CONTRACT DATE: May 19, 2005 NTP

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

Provide all labor and materials necessary for installation of the work outlined in CPR Items 28, 35B, 40, 49, 51, 56, 57, 63, 74, 79, 86, 87, 88, 89, 91, 94, 97, 98, 99, 104, 107, 119, PCO/RFI 157 and PCO LL. The cost summary of this Contract modification is as follows:

<u>CPR/PCO</u>	<u>Description</u>	<u>Cost</u>
28	Cap 8 IN Drywell Line from Stimson	\$529
35B	Added Grating at IPS Floor Openings	\$4,748
40	Change RS Connection and Piping Modifications	\$1,159
49	Scum Pit Box East Wall Hanging Frame	(\$288)
51	3W and Centrate Line Changes	\$4,970
56	Eliminate Relocation of Dumpster Enclosure	(\$159)
57	Platform and Grating Changes at Clarifier No. 2	\$163
63	Epoxy Injection and Caulking at Clarifier No. 1	\$3,370
74	Run 8 IN PVDF Through Existing Duct Bank	\$1,182
79	Bar Screen Interferences	\$4,442
86	Landscape Modifications at the North Berm	\$5,513
87	Raise Grit Classifiers	\$12,671
88	Painting Changes for Piping and Hatches	\$0
89	Add Isolation Relays at Primary Clarifiers	\$1,747
91	Delete Thickener No. 1 Cover	(\$21,515)
94	Duct Bank Removal and Temporary Power for Fan FA 1075	\$1,886
97	Delete Solids Building Roof from Contract	(\$7,519)
98	Sprinkler Repair and Reseeding of the West Berm	\$3,206
99	Modify Fans 4510 and 4515 to Allow for Maintenance	\$5,485
104	Add Grating Platform for Primary Clarifier No. 1	\$5,890
107	Revise South Site Grading Inside Screen Wall	\$2,874
119	Modify IPS Sump Pump Floats	\$510
PCO RFI 157	Primary Clarifier No. 1 Framing Modifications	\$4,405
PCO LL	Revise Polymer Connections to Centrifuge	\$2,196
Change Order No. 5	Total Amount	\$37,465

PART 1 - CHANGE ORDER SUMMARY

Original Contract Price:	\$10,949,000
Contract Price prior to this Change Order	\$11,266,893
Net Increase/Decrease of this Change Order	<u>\$37,465</u>

Revised Contract Price with All Approved Change Orders	\$11,304,358
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Contract Time:

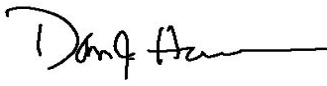
	Bid Item No. 2 Substantial Completion	All Other Work Substantial Completion	Final Completion of All Work
Contract Time Prior to this Change Order	347 Calendar Days	536 Calendar Days	620 Calendar Days
Net Increase of this Change Order	0 Calendar Days	0 Calendar Days	0 Calendar Days
Revised Contract Time With All Approved Change Orders	347 Calendar Days	536 Calendar Days	620 Calendar Days

There is no change in contract time as a result of this Change Order.

PART 2 - CHANGE ORDER APPROVAL

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

Accepted for Contractor By: _____ Date: _____, 2006

Approved for HDR Engineering By:  Inc. Date: **September 5, 2006**

Approved for Owner By: _____ Date: _____, 2006

Distribution: Owner, Contractor, Office, Field, Other

MEMORANDUM

DATE: September 6, 2006
TO: General Services
FROM: Pam MacDonald - Human Resources Director
SUBJECT: Benefit Plan Changes and Renewal Rates

DECISION POINT:

City Council is requested to approve the following benefit plan changes and renewal rates effective October 1, 2006. The benefit plan contracts will include Blue Cross of Idaho, Group Health Options, Willamette Dental, United Heritage Long-term Disability, as well as the Magnuson, McHugh & Company Flexible Spending Account.

HISTORY:

In an effort to minimize rate increases and strategically address employee cost sharing for medical benefits, a Medical Insurance Review Committee was activated as a result of Union and Association contract negotiations. The Committee consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. Their goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or generate options. They meet regularly throughout the year to understand market trends, review alternate plans and consider possible changes.

FINANCIAL ANALYSIS:

The following changes are effective October 1, 2006 through September 30, 2007 as recommended by the Medical Insurance Review Committee:

- Blue Cross Dental services remain the same as in previous years with a recommended 7.5% increase in the suggested funding rates.
- Willamette Dental increase is 5%.
- The initial increase for the Blue Cross of Idaho PPO with the current benefit coverage was 18.41%. With the Committee's recommendations the increase will be 9.41% (7.5% City Paid) as a result of the following changes:
 - *Prescription co-pay change to \$15.00 Generic (Currently \$10), \$30.00 Formulary Name Brand (Currently \$25) and \$45.00 Non-Formulary (Currently \$40).
 - *Deductible change to \$750 Individual (Currently \$250) and \$1500 Family (Currently \$500).
- All other benefit coverage remains the same.
- Employees who select the Blue Cross Medical Plan continue to have City contributed dollars added to their VEBA account based on the premium difference between the Blue Cross Plan and the Group Health Plan.
- Group Health Options insurance rate increase is 5.3%, entirely paid by the City, with the benefit coverage remaining the same as in the previous year.
- The United Heritage long-term disability premium cost and benefit coverage will remain the same until February 2007.
- The City's Flexible Spending Account with Magnuson, McHugh & Company, P.A. renewal is based on the City's Fiscal year and benefit coverage remains the same as in the previous year.

PERFORMANCE ANALYSIS:


Once the new plan document contracts and rates are updated, they will be forwarded to the City for signatures.

DECISION POINT/RECOMMENDATION:

City Council is requested to approve the benefit plan changes and renewal rates.

EXHIBIT "4"

**CITY COUNCIL
STAFF REPORT**

DATE: September 19, 2006
TO: Mayor and City Council
FROM: Richard F. Suchocki, Project Manager 
SUBJECT: Acceptance of Right of Way, Ramsey Rd North of Hanley Ave

PURPOSE

Staff is requesting City Council acceptance of additional right of way from 1 parcel along Ramsey Rd. north of Hanley Ave

HISTORY

City Council approval is necessary to purchase right of way.

FINANCIAL ANALYSIS

The total compensation for this one parcel is \$171,120.00. The costs for right of way are funded through impact fees.

PERFORMANCE ANALYSIS

The City is designing a widening project on Ramsey Road north of Hanley Ave. This project will tie into the states project on Prairie Ave. There are 6 parcels involved where additional right of way is needed. The City's right of way agent Don Horne has been successful in acquiring the right of way from the last parcel. When construction is completed Ramsey Road will be 5 lanes from Hanley north to Prairie Ave.

QUALITY OF LIFE ANALYSIS

The widening of Ramsey Road will significantly enhance another northwest corridor.

RECOMMENDATION

Staff recommends a motion to approve the right of way documents and compensation to the property owners and direct the mayor to sign the documents for recording.

RIGHT OF WAY CONTRACT

Project: Ramsey Road Reconstruction Project
Parcel No: 6

THIS AGREEMENT, made this 30th day of August, 2006, between ROBERT WILLIAM YANDT and BARBARA MAE YANDT, as Trustees of the ROBERT AND BARBARA YANDT LIVING TRUST, herein called Grantors, and the City of Coeur d'Alene, Kootenai County, a political subdivision of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, herein called Grantee.

WHEREAS, Grantors herewith deliver to the Grantee Warranty Deeds and Easements for highway purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Grantee shall pay Grantors and the Lienholder(s), if any, such sums of monies as are set out below. Grantors agree to pay all taxes and assessments due and owing, including those for the year 2006.
2. This contract shall not be binding unless and until executed by the City of Coeur d'Alene or their authorized representative.
3. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right-of-way and shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
4. RIGHT-OF-WAY/LAND & IMPROVEMENTS: The Grantee will pay Grantors for right-of-way/and improvements as follows:

Right-of-Way:

1.821 acres @ \$90,000 per acre \$163,890.00

Improvements: Several native trees -

bid per AVL Resources 2,558.00

500 sq.ft. of gravel driveway 250.00

Misc. decorative shade & fruit trees 500.00

Fencing & Gates: 150 feet of chain link
fence and 14 foot residential gate &
two 12 foot field gates.

3,922.00

TOTAL CONSIDERATION:

\$171,120.00

Project: Ramsey Road
Parcel No: 6

5. Grantee shall construct and/or retain and protect all approaches, land improvements, and irrigation facilities in accordance with the approved right-of-way plans.
 6. INGRESS and EGRESS: Grantors hereby grant the Grantee or its contractor a temporary construction easement for ingress and egress for construction of sidewalks, curbs and gutters, fences, drainage facilities and approaches, or any other item requiring minor encroachment on the Grantors remaining property during construction. Said Easement to terminate upon completion of construction.
 7. LEGAL AND PHYSICAL POSSESSION: Grantors shall give the Grantee legal and physical possession on date of payment; 90 days for possession is waived.
 8. Grantors represent that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they observed or have been informed. In the alternative, if the Grantors have knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
-
-

Project: Ramsey Road
Parcel No: 6

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

GRANTORS:

ROBERT WILLIAM YANDT and BARBARA MAE YANDT,
as Trustees of the ROBERT AND BARBARA YANDT
LIVING TRUST

By: Robert William Yandt - Trustee
ROBERT WILLIAM YANDT, Trustee

By: Barbara Mae Yandt - Trustee
BARBARA MAE YANDT, Trustee

Recommended for Approval:

By: [Signature]
Right-of-Way Agent

Approved for City of Coeur d'Alene

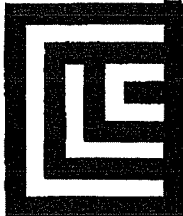
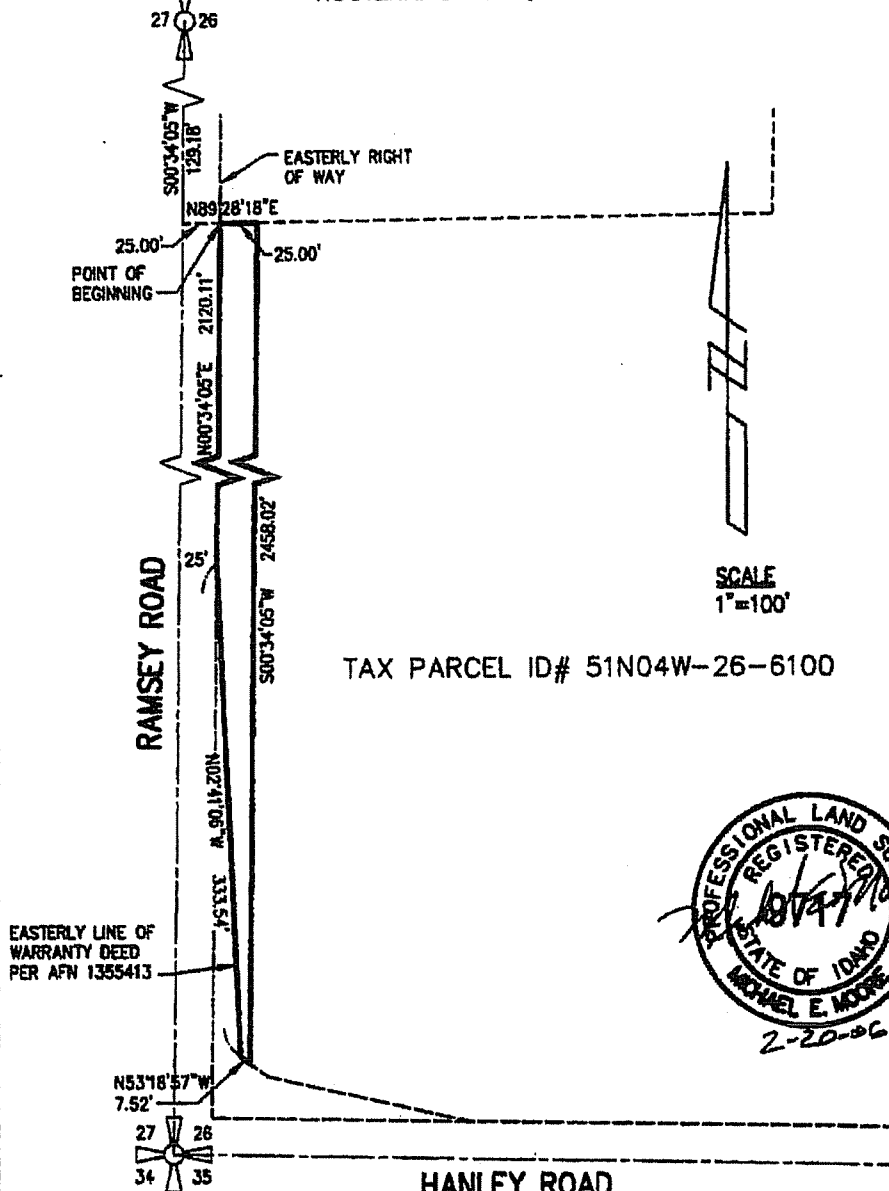
On _____, 2006

By: _____

EXHIBIT

TAX PARCEL ID# 51N04W-26-6100

FOR RIGHT OF WAY ACQUISITION ALONG RAMSEY ROAD
LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF
SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.,
KOOTENAI COUNTY, IDAHO

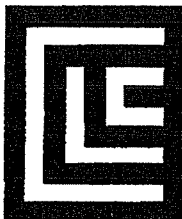
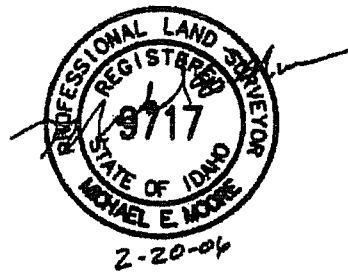
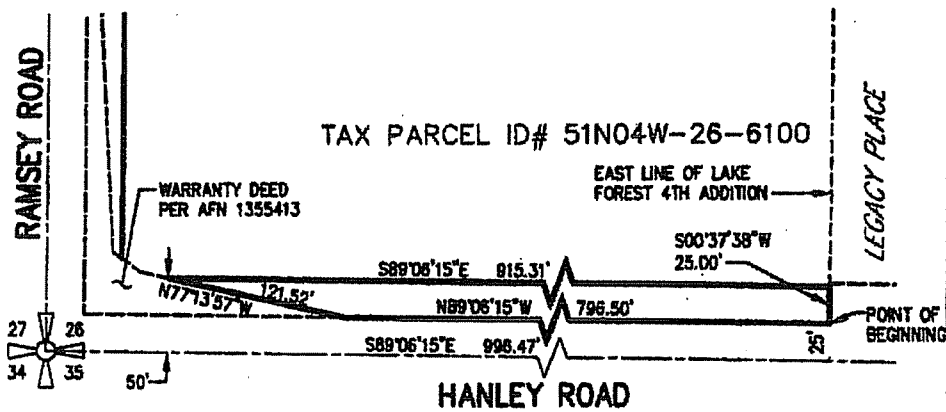


1873D E MIRABEAU PKWY
SUITE 100
SPokane Valley
WASHINGTON 99016
P 509 433 8840
F 509 433 8844
C 509 433 8844

ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

EXHIBIT

TAX PARCEL ID# 51N04W-26-6100
FOR RIGHT OF WAY ACQUISITION ALONG HANLEY AVENUE
LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF
SECTION 26, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.,
KOOTENAI COUNTY, IDAHO



CLC ASSOCIATES

13730 E MIRABEAU HWY
SUITE 100
SPokane Valley
WASHINGTON 99216
P 509 428 8840
F 509 428 8844
CLCASSOC.COM

ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

STAFF REPORT
General Services

DATE: September 11, 2006
FROM: Steve Anthony
SUBJECT: Request to go to Bid Ramsey Park Field #2

DECISION POINT:

The Council is requested to authorize staff to go to bid for the installation of the city owned MUSCO Green Sports Cluster Lighting System for Ramsey Field #2.

HISTORY:

The City has had an authorization from the Council to install field lighting at the five Ramsey Park ball fields. The city over the past 5 years has lit three out of the five ball fields and two soccer fields. The Recreation Department is asking to complete another phase in this project. The City already has the light structures for field #2 and now requesting permission to go to bid for installation.

FINANCIAL ANALYSIS:

The Recreation Department currently has \$34,000.00 for installing field lights at Ramsey Park. The department also has \$40,000.00 remaining in full time salaries, due to postponed hiring and reorganization of the department. The Department is requesting that \$34,400.00 (out of full time salaries) be transferred to the 2006-2007 budgets for the installation of lights. The approximate price for installation is \$68,000.00 total amount budgeted would be \$68,400.00

PERFORMANCE ANALYSIS:

The City for the first time ever had to limit teams in the adult softball program. By installing lights at field #2 we can accommodate 25 more teams. The city receives \$450.00 per team in revenue. This would add \$11,250 in player fees per year. The Department would also be able increase fall league teams by 12 teams for approximately \$1,900.00 per year. The system being installed is the MUSCO Green, which will use half the energy of a regular lighting system.

DECISION POINT/RECOMMENDATION:

The council is requested to authorize staff to go to bid for installation of City owned MUSCO Green Sports Cluster Lighting System at Ramsey Park Field #2.

CITY OF COEUR D'ALENE



RAMSEY PARK FIELD #2 LIGHTING

Specifications and Contract Documents

September 2006

Table of Contents

NOTICE OF ADVERTISEMENT FOR BID
RAMSEY PARK FIELD LIGHTING
COEUR D'ALENE, IDAHO

The City Council of the City of Coeur d'Alene is accepting bids from contractors with an Idaho Public Works License to install field lighting in Ramsey Park. Sealed bids for the City of Coeur d'Alene RAMSEY PARK FIELD LIGHTING project will be received by the City Council at the office of the City Clerk, 710 Mullan Avenue Coeur d'Alene, Idaho 83814, until **10:00 a.m., local time, October 9, 2006**. Bids received after this time and date will be rejected. Bids will be opened at the Office of the City Clerk and read aloud at said time and date. All interested individuals are welcome to attend.

Interested contractors with a Public Works License can pick up a copy of the bid specifications from the City Clerk's Office in the Customer Service Center at City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

A pre-bid meeting will be held at the site on September 26, 2006, at 9:00 a.m. at Ramsey Park Field #2.

All bids shall contain one of the following forms of Bidder's security in an amount equal to 5% of the total Bid amount, made payable to the City of Coeur d'Alene: a) Bidder's Bond executed by a surety company qualified to conduct business in the State of Idaho, b) Certified Check, c) Cashier's Check, or d) cash.

Questions can be addressed to the Recreation Department at 208-769-2252.

Dated this 20th day of October, 2006.

Susan Weathers CMC, City Clerk

Published: September 22 and September 29, 2006

BIDDING INFORMATION

DESCRIPTION OF PROJECT

Install field lighting at Ramsey Softball Field #2, with alternate installation of power and scoreboards at Ramsey Fields 2 and 3.

Plans and Specifications

These plans and specifications are intended to include all details reasonably required to execute the proposed work. Questions regarding the intent or interpretation of these contract documents should be submitted to Steve Anthony, Recreation Director, City of Coeur d'Alene, and 710 Mullan Ave, Coeur d'Alene, ID 83814.

Bid Amounts

Unit price proposals are required on all bid items of work shown on the Bid proposal, except where lump sum items are designated. The estimated work quantities are approximated based on design information, and are assumed only for the computing of Bid totals for the basis of Contract award.

Unit prices for all items, extensions, and total amount of **Bid must be shown in both words and figures**. If conflict occurs, the written or typed words shall prevail.

Payment will be made based on measurement of work actually performed, in accordance with the Contract documents. Estimated work quantities may be increased or decreased by the City as necessary for satisfactory completion of the project.

Lump sum totals paid to the Contractor shall be adjusted as necessary to account for additions or deletions in the scope of work.

Bid Submittal

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. One copy of the complete Bid package is required for each bidder.

Bid proposals shall be submitted in SEALED envelopes or folders, clearly marked **BID FOR CITY OF COEUR D'ALENE, RAMSEY FIELD LIGHTING**, and received by the City of Coeur d'Alene at the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, at the time and on the date specified in the Notice of Advertisement for Bids.

The owner may waive any informalities or minor defects, or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof.

Each Bid must be accompanied by a Bid Bond in the form included in the Contract Documents payable to the Owner for five percent (5%) of the total amount of the Bid. A Certified Check, Cashiers Check, or Cash may be used in lieu of a Bid Bond. As soon as the Bid prices have been compared, the Owner will return the Bonds of all except the three lowest responsible Bidders. When the agreement is executed, the Bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until

the Labor and Materials Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

Examination of Contract Documents and Site

It is the responsibility of each Bidder before submitting a Bid:

1. To examine thoroughly the contract documents and other related data identified in the Bidding Documents (including "Technical Data" referred to below);
2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - a. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - b. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - c. To promptly notify Recreation Director of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
3. Reference is made to the Supplementary Conditions for identification of:
 - a. Those reports or explorations and tests of subsurface conditions at, or contiguous to, the site which have been utilized by the Recreation Director in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purpose of bidding or construction.
 - b. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at, or contiguous to, the site that have been utilized by Recreation Director in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purpose of bidding or construction.
 - c. Information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City and Recreation Director by owners of such Underground Facilities or others, and City and Recreation Director do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
 - d. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems

the Labor and Materials Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

Examination of Contract Documents and Site

It is the responsibility of each Bidder before submitting a Bid:

1. To examine thoroughly the contract documents and other related data identified in the Bidding Documents (including "Technical Data" referred to below);
2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - a. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - b. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - c. To promptly notify Recreation Director of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
3. Reference is made to the Supplementary Conditions for identification of:
 - a. Those reports or explorations and tests of subsurface conditions at, or contiguous to, the site which have been utilized by the Recreation Director in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purpose of bidding or construction.
 - b. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at, or contiguous to, the site that have been utilized by Recreation Director in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purpose of bidding or construction.
 - c. Information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City and Recreation Director by owners of such Underground Facilities or others, and City and Recreation Director do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
 - d. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems

necessary to determine its Bid for performing and furnishing Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- e. On request, City will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies, as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- f. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by City or others (such as utilities) that relates to the work for which a Bid is to be submitted. On request, City will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- g. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the requirements of these documents, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Parks Director written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Parks Director is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained for by City unless otherwise provided in the Contract Documents.

Interpretations and Addenda

- 1. All questions about the meaning or intent of the Bidding Documents are to be directed to Recreation Director. Interpretations or clarifications considered necessary by Recreation Director in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by City Clerk as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City or Recreation Director and only when a request for substitute is made in writing by the contractor and approved in writing by the Parks Director.

Substitute and "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the

Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Parks Director, application for such acceptance will not be considered by Parks Director until after the Effective date of the Agreement and only when a request for substitute is made in writing by the Contractor and approved in writing by the Parks Director.

Subcontractors, Suppliers and Others

No Contractor shall be required to employ any Subcontractor, Supplier, other Person or Organization against whom Contractor or City has reasonable objection.

Utilities

The Contractor shall be responsible for contacting and coordinating with the utilities in bidding and scheduling the work for this contract. The Contractor shall schedule the work with the utilities to avoid any conflicts. The Owner will not be responsible for any lost time or costs as a result of conflicts between the utilities and the Contractor.

Telephone:	Verizon and/or AT&T
Electrical/Gas:	Avista Utilities
Roadway/Culverts:	City of Coeur d'Alene Street Department
Cable TV:	Adelphia

CALL 48 HOURS BEFORE YOU DIG: 1-800-428-4950

Trenches

All trenches will be backfilled and compacted daily. At the end of each day, the Contractor shall insure that the trenches are backfilled and that the work area is barricaded and posted.

The Contractor shall be solely responsible for making all excavations in a safe manner. All excavation shall meet the safety requirements of OSHA, Idaho Public Works requirements, and other applicable governmental regulations and agencies.

Hours of Operation

The Contractor's hours of operation will be limited to 7:00 a.m. to sunset, Monday through Saturday. Sunday work shall only be by pre-approval of the City.

Bid Submittal

Please submit your written Bid to the Coeur d'Alene City Clerk by 10:00 a.m., October 2006, at 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

General Scope of Work

1. Install conduit from source to light poles city to provide lights and poles.
2. Pull wiring through underground conduit from light poles to source and set poles and lights.
3. Install junction boxes.
4. Install key switch at source.
5. Drill or dig holes for foundation for poles.
6. Complete final hook-up, test all lights, and set light direction.
7. Repair any damage to grounds caused by project construction, including leveling of ground, irrigation repair, concrete sidewalk or curb repair, asphalt, etc.
8. Check for underground utilities and/or other obstructions.
9. Set up safety fencing around equipment and construction area for public safety.
10. Construction Dates: November 1, 2006 through November 30, 2006.

RAMSEY ALTERNATE
LIGHTING OF SCORE BOOTHS AT FIELDS 2 AND 3

Scope of Work

1. Pull wiring through underground conduit from score booth to source and conduit already installed on field #3.
2. Install one 110-double GFI outlet inside each score booth. Install correct conduit per code inside the booth and from the booth into the ground outside the booth.
3. Install an exterior grade 70-watt light fixture with light switch inside each booth.
4. Repair any damage to the booths and grounds caused by project construction, including leveling of ground, irrigation repair, concrete sidewalk or curb repair, asphalt, etc.
5. Test installation.
6. Check for underground utilities and/or other obstructions.
7. Set-up safety fencing around equipment and construction area for public safety.
8. Construction dates: November 1, 2006, through December 30, 2006.



GUARANTEED PERFORMANCE

ILLUMINATION SUMMARY

Field #2

Ramsey Park Phase 3
Coeur D Alene, ID

Field #2 Spill

- Grid Spacing = 30.0'
- Values given at 3.0' above grade

- Luminaire Type: Green Generation
- Rated Lamp Life: 5000 hours
- Avg Lumens/Lamp: 134,000

HORIZONTAL FOOTCANDLES

No. of Target Points: 67
Average: 0.097
Maximum: 0.20
Minimum: 0.03

Average Lamp Tilt Factor: 1.000
Number of Luminaires: 20
Avg KW over 5000 hours: 31.2
Max KW for Sizing Transformer: 34.0

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Averages shall be +/-10% in accordance with IESNA RP-6-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

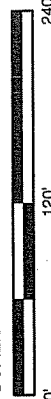
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

By: Michal Hudack Date: 10-Apr-06
File #: 116349

Pole location(s) + dimensions are relative to 0,0 reference point(s)

SCALE IN FEET 1 : 120





GUARANTEED PERFORMANCE

ILLUMINATION SUMMARY

Field #2

Ramsey Park Phase 3
Coeur D Alene, ID

Field #2 Spill

- Grid Spacing = 30.0'
- Values given at 3.0' above grade

- Luminaire Type: Green Generation
- Rated Lamp Life: 5000 hours
- Avg Lumens/Lamp: 134,000

CONSTANT ILLUMINATION

MAX VERTICAL FOOTCANDLES

No. of Target Points: 67
Average: 0.480
Maximum: 0.90
Minimum: 0.19

Average Lamp Tilt Factor: 1.000
Number of Luminaires: 20
Avg KW over 5000 hours: 31.2
Max KW for Sizing Transformer: 34.0

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Averages shall be +/-10% in accordance with IESNA RP-6-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

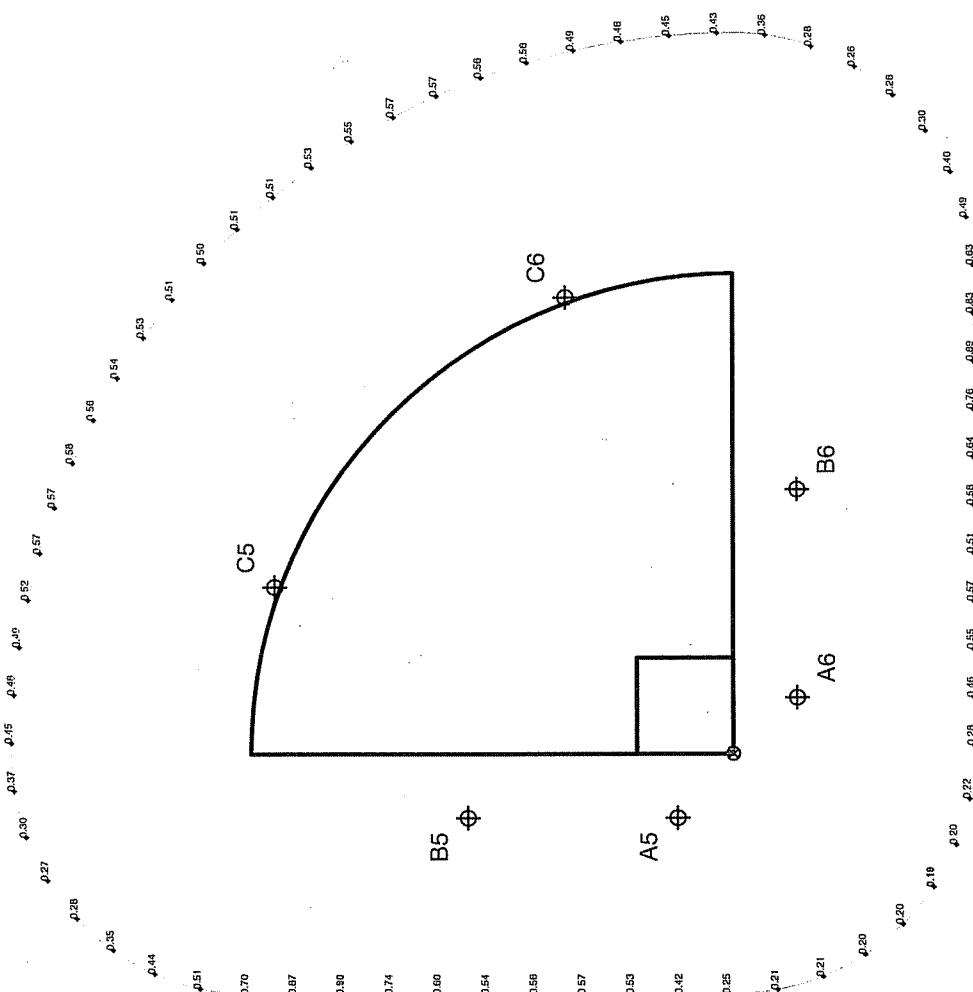
By: Micha Hudack Date: 10-Apr-06
File #: 116349

Pole location(s) + dimensions are relative to 0,0 reference point(s)

SCALE IN FEET 1 : 120



EQUIPMENT LIST FOR AREAS SHOWN				
Pole		Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	QTY / THIS GRID
2	A5-A6	60'	1500W MZ	2 2 0
4	B5-B6	60'	1500W MZ	4 4 0
6	C5-C6			20 20 0
TOTALS				





GUARANTEED PERFORMANCE

EQUIPMENT LAYOUT

Ramsey Park Phase 3

Coeur D Alene, ID

INCLUDES:

- Field #2

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

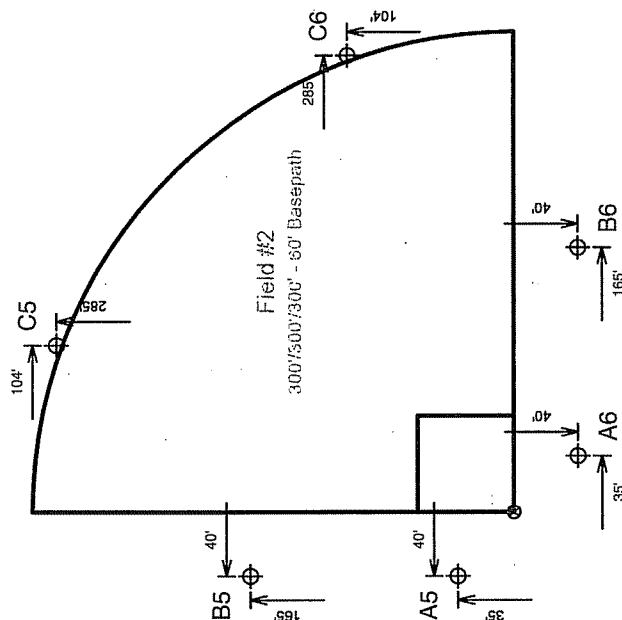
Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		
					LAMP TYPE	QTY/POLE	
2	A5-A6	60'		60'	1500W MZ	2	
4	B5-B6	60'		60'	1500W MZ	4	
6	C5-C6						
					TOTALS	20	

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications		Line Amperage Per Luminaire (max draw)									
(50 min power factor)											
Single Phase Voltage		120	208	220	240	277	347	380	415	480	
		(ea)	(ea)	(ea)	(ea)	(ea)	(ea)	(ea)	(ea)	(ea)	(ea)
1500 watt MZ	Max	-	8.6	7.7	7.5	6.5	5.1	-	-	3.7	
	Min	11.7	6.7	6.0	5.9	5.1	4.0	X	X	2.9	



SCALE IN FEET 1 : 120



By: Micha Hudack

Date: 10-Apr-06

File #: 116349

Pole location(s) +/- dimensions are relative to 0,0 reference point(s)

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GUARANTEED PERFORMANCE

ILLUMINATION SUMMARY

Field #2

Ramsey Park Phase 3
Coeur D Alene, ID

Field #2

- Size: 300'/300'/300' - 60' Basepath
- Grid Spacing = 20.0' x 20.0'
- Values given at 3.0' above grade

- Luminaire Type: Green Generation
- Rated Lamp Life: 5000 hours
- Avg Lumens/Lamp: 134,000

CONSTANT ILLUMINATION
HORIZONTAL FOOTCANDLES

No. of Target Points:	Infield	Outfield
Average:	25	183
Maximum:	31.3	21.0
Minimum:	42	29
Avg/Min:	23	14
Max/Min:	1.36	1.54
UG (Adjacent Pts):	1.82	2.12
CV:	1.68	1.68
	0	0
Average Lamp Tilt Factor:		1.000
Number of Luminaires:		20
Avg KW over 5000 hours:		31.2
Max KW for Sizing Transformer:		34.0

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Averages shall be +/-10% in accordance with IESNA RP-6-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

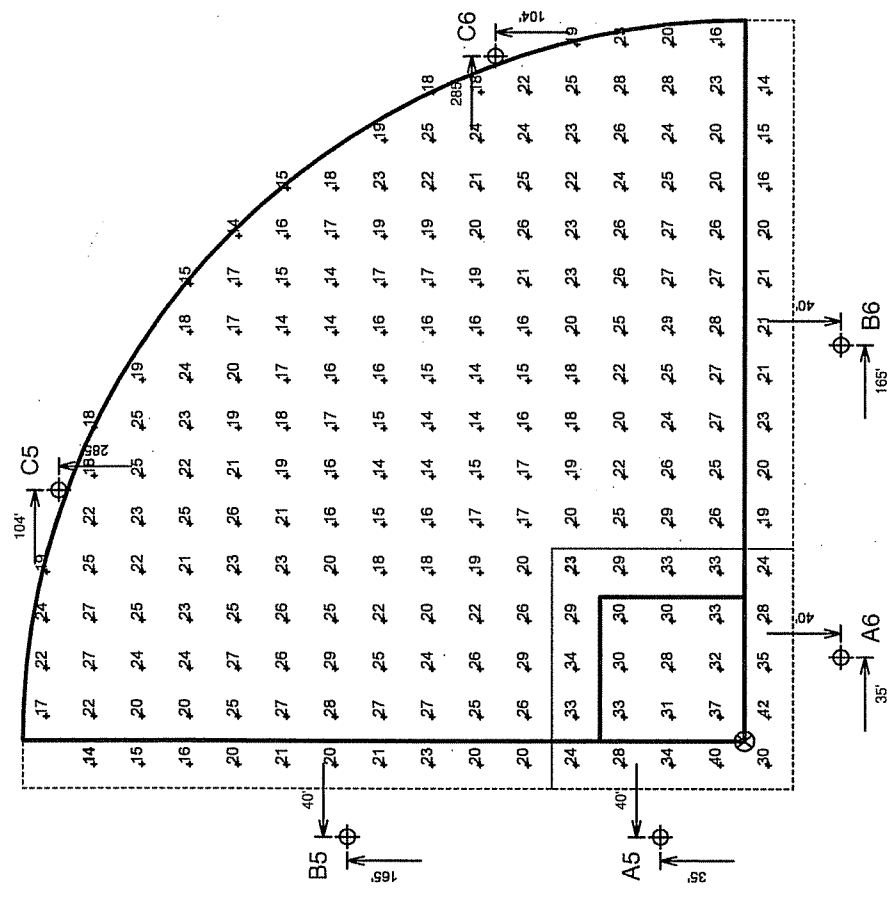
Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

By: Micha Hudack Date: 10-Apr-06

File #: 116349

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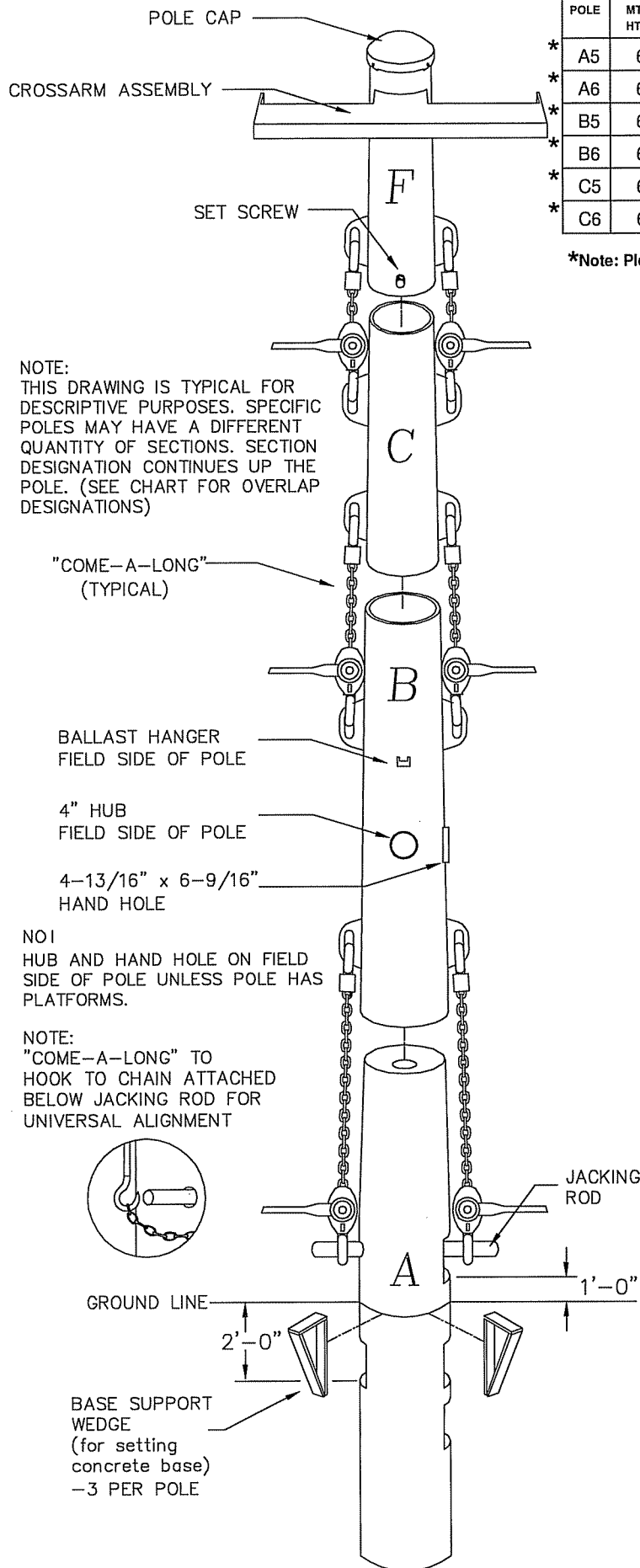
Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / THIS POLE	THIS GRID GRIDS
2	A5-A6	60'	-	60'	1500W MZ	2	2
4	B5-B6	60'	-	60'	1500W MZ	4	4
6	C5-C6	60'	-	60'	1500W MZ	6	6
TOTALS							



SCALE IN FEET 1:80



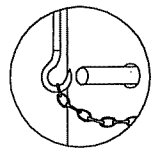
Pole location(s) + dimensions are relative to 0.0 reference point(s)



NOTE:
THIS DRAWING IS TYPICAL FOR
DESCRIPTIVE PURPOSES. SPECIFIC
POLES MAY HAVE A DIFFERENT
QUANTITY OF SECTIONS. SECTION
DESIGNATION CONTINUES UP THE
POLE. (SEE CHART FOR OVERLAP
DESIGNATIONS)

NO 1
HUB AND HAND HOLE ON FIELD
SIDE OF POLE UNLESS POLE HAS
PLATFORMS.

NOTE:
"COME-A-LONG" TO
HOOK TO CHAIN ATTACHED
BELOW JACKING ROD FOR
UNIVERSAL ALIGNMENT



BASE SUPPORT
WEDGE
(for setting
concrete base)
-3 PER POLE

POLE	MTG HT.	NBR FXT	CAT #	CONC BASE	STEEL SHAFT	HOLE DIA	HOLE DPTH	BUR DPTH	BACK FILL	B-C	C-D	D-E	F
* A5	60'	2	LSS60AA	1870	845	-	-	-	-	18"	NA	NA	15"
* A6	60'	2	LSS60AA	1870	845	-	-	-	-	18"	NA	NA	15"
* B5	60'	4	LSS60AA	1870	995	-	-	-	-	18"	NA	NA	15"
* B6	60'	4	LSS60AA	1870	995	-	-	-	-	18"	NA	NA	15"
* C5	60'	4	LSS60AA	1870	995	-	-	-	-	18"	NA	NA	15"
* C6	60'	4	LSS60AA	1870	995	-	-	-	-	18"	NA	NA	15"

*Note: Please refer to foundation design by structural engineer.

Note: Design standard IBC wind zone 90 mph

Backfill - concrete needed for backfill is 3000 PSI minimum strength

Overlap dimensions may vary +/- 6 inches based on:

- 1 - Steel pole tolerances,
- 2 - Concrete tolerances or
- 3 - Galvanizing thicknesses

NOTES:

- 1) Before assembling, visually inspect poles to confirm that nothing will impede the slip fit.
- 2) To be assured of meeting slip fit dimensions, (2) 1-1/2 ton "come-a-longs" should be used to firmly seat the sections together.
- 3) "Come-a-longs" not supplied by Musco unless ordered for the project.
- 4) Steel pole bottom should nominally rest 7" from the top handhole of the concrete base. (Do not include the handhole indentation as being part of the handhole.)
- 5) CAUTION : Care must be taken when mating steel to steel sections to confirm linear alignment and coupling alignment.

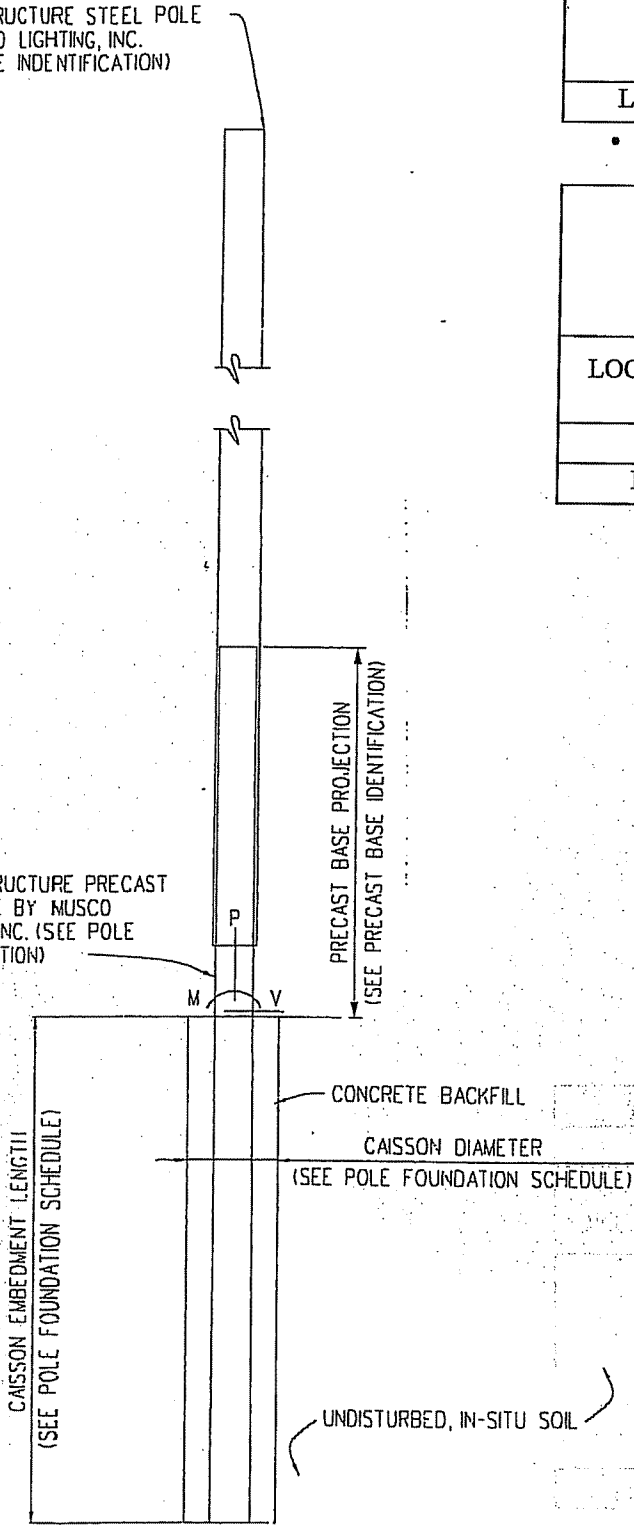
Ramsey Park Phase 3
Coeur D Alene, ID USA

By:	Scale:	Date: 06/21/2006
Rep:	Nbr: 116349	
Order:	Rev:	

MUSCO
SPORTS-LIGHTING, INC.

LIGHT STRUCTURE STEEL POLE
BY MUSCO LIGHTING, INC.
(SEE POLE IDENTIFICATION)

LIGHT STRUCTURE PRECAST
PIER BASE BY MUSCO
LIGHTING, INC. (SEE POLE
IDENTIFICATION)



POLE FOUNDATION SCHEDULE

FORCES (MAXIMUM)				CAISSON	
TYPE	MOMENT (M) KIP-FT	SHEAR (V) KIPS	VERTICAL (P) KIPS *	DIAMETER INCHES	EMBEDMENT FEET
LS60-AA	35.32	0.901	0.979	30"	10'-0"

- VERTICAL FORCE DOES NOT INCLUDE WEIGHT OF PRECAST BASE.

POLE IDENTIFICATION

LOCATION/MARK	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIXTURES PER CROSSARM)	FIXTURE EPA (MAX)
A5, A6	LS60-AA	2B	2	4.4
B5, B6, C5, C6	LS60-AA	2B	4	9.6

PRECAST BASE TYPE	WEIGHT LBS	OVERALL LENGTH FEET	HEIGHT ABOVE GRADE FEET	EMBEDMENT IN CAISSON FEET	OUTSIDE DIAMETER INCHES
2B	1,840	17'-3"	7'-3"	10'-0"	12.00"

GENERAL NOTES

GENERAL

ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE INTERNATIONAL BUILDING CODE, 2003 EDITION.

WIND: ASCE 7-02, 90 MPH (EXPOSURE C)

REFERENCE POLE LOCATION DRAWING FOR ACTUAL POLE PLACEMENT AND SITE LOCATION.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION PROCEDURES AND SAFETY CONDITIONS AT THE JOB SITE.

SOIL DESIGN PARAMETERS

ALLOWABLE VERTICAL BEARING CAPACITY: 1,000 PSF OR 167 PSF SKIN FRICTION

ALLOWABLE LATERAL PASSIVE SOIL BEARING PRESSURE: 267 PSF/FT

REFERENCE CHAPTER 18, SECTION 1805 AND TABLE 1804.2 OF THE 2003 EDITION OF THE INTERNATIONAL BUILDING CODE. ASSUME CLASS 5 SOILS.

DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL PARAMETERS MUST BE VERIFIED BY A GEOTECHNICAL ENGINEER.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY EXIST. POLE FOUNDATIONS MAY NEED TO BE REANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST.

IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY.

ALL PIERS AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM, UNDISTURBED SOIL.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL. CASING MAY BE REQUIRED IF CAVING OCCURS.

ALL EXCAVATIONS MUST BE FREE OF WATER OR CONCRETE SHALL BE PLACED WITH A TREMIE PIPE IN ACCORDANCE WITH ACI STANDARD 304. CONCRETE PLACED BY THE TREMIE METHOD SHALL HAVE A MINIMUM ULTIMATE STRENGTH OF 1,000 PSI GREATER THAN REQUIRED UNDER "CONCRETE BACKFILL" BELOW.

CONCRETE BACKFILL

CONCRETE BACKFILL SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI. SPECIAL INSPECTION IS NOT REQUIRED. (3,000 PSI IS SPECIFIED FOR EARLY POLE ERECTION, NOT FOR STRUCTURAL DESIGN PURPOSES.)

CONCRETE BACKFILL SHALL ATTAIN A MINIMUM STRENGTH OF 2,000 PSI PRIOR TO STEEL POLE ERECTION.

USE TYPE II PORTLAND CEMENT OR AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.

MIX IN CONFORMANCE WITH ASTM C-94

AGGREGATES PER ASTM C-33. (1" MAX AGG. SIZE)

PLACE CONCRETE IMMEDIATELY AFTER COMPLETION OF EXCAVATION AND INSPECTION BY THE GEOTECHNICAL ENGINEER. NO EXCAVATIONS SHALL BE LEFT UNPROTECTED OR OPEN OVERNIGHT.

CONCRETE SHALL BE PLACED IN ONE CONTINUOUS OPERATION (NO CONSTRUCTION JOINT) WITH SPECIAL EQUIPMENT WITH A MAXIMUM FREEFALL OF 5 FT AND TO PREVENT CONCRETE FROM STRIKING THE SIDES OF THE EXCAVATION. VIBRATE TOP 5 FT.

MISCELLANEOUS

FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION.

POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS, PLATFORMS, SPECIFICATIONS, AND INSTALLATION PER MUSCO LIGHTING, INC.

FIXTURE: EPA = 2.4 MAX SQ FT; WEIGHT = 40 LBS (PER MUSCO LIGHTING, INC.)

POLE SUPPORT FOUNDATION	MUSCO LIGHTING, INC. 2107 STEWART ROAD MUSCATINE, IOWA 52761	DATE: 05/19/06
RAMSEY PARK PHASE 3 FIELD LIGHTING COEUR D ALENE, ID	R. L. FOLEY & ASSOCIATES, INC. STRUCTURAL ENGINEERS 25652 ASHBY WAY LAKE FOREST, CA 92630	SHEET C1 OF 1

BID PROPOSAL
CITY OF COEUR D'ALENE
RAMSEY PARK BALL FIELD LIGHT INSTALLATION

Proposal of, hereinafter called BID, to the CITY OF COEUR D'ALENE, IDAHO, hereinafter called OWNER.

The undersigned hereby certify that they have personally examined the location and construction details of work as outlined in the Plans and Specifications for COEUR D'ALENE RAMSEY PARK BALLFIELD LIGHT INSTALLATION for the City of Coeur d'Alene, Kootenai County, Idaho and have read and understand the Specifications and Contract Documents governing the work embraced in these improvements and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in these improvements in accordance with said Specifications and Contract Documents, and at the following schedule of rates and prices.

Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project according to the scheduling requirements of the Special Provisions of these Contract documents. Bidder further agrees to pay liquidated damages in the sum of \$500.00 for each consecutive day thereafter as hereinafter provided in the General Conditions.

LIGHTING BID PRICE FOR RAMSEY FIELD 2 IN NUMBERS* \$ _____

LIGHTING BID PRICE FOR RAMSEY FIELD 2 IN WRITING:

_____ DOLLARS

SCORE BOOTH ALTERNATE PRICE FOR RAMSEY FIELD 2 IN NUMBERS* \$ _____

SCORE BOOTH ALTERNATE PRICE FOR RAMSEY FIELD 2 IN WRITING:

_____ DOLLARS

SCORE BOARD ALTERNATE PRICE FOR RAMSEY 3 IN NUMBERS* \$ _____

SCORE BOARD ALTERNATE PRICE FOR RAMSEY 3 IN WRITING:

_____ DOLLARS

**Bid price to include all permit fees, bond fees, sales, consumer use and other similar taxes required by law in the place where the work is performed.*

The Owner shall make the award, if it is awarded, to the lowest responsive and responsible Bid.

The undersigned further agrees to Contract with the City upon the terms and conditions and pursuant to the agreement forms provided herewith, and that this proposal constitutes an offer which shall be binding on the undersigned for thirty (30) days from the date of bid submittal.

LIGHT STRUCTURE STEEL POLE
BY MUSCO LIGHTING, INC.
(SEE POLE IDENTIFICATION)

LIGHT STRUCTURE PRECAST
PIER BASE BY MUSCO
LIGHTING, INC. (SEE POLE
IDENTIFICATION)

CAISSON EMBEDMENT LENGTH
(SEE POLE FOUNDATION SCHEDULE)

PRECAST BASE PROJECTION
(SEE PRECAST BASE IDENTIFICATION)

CONCRETE BACKFILL
CAISSON DIAMETER
(SEE POLE FOUNDATION SCHEDULE)

UNDISTURBED, IN-SITU SOIL

POLE FOUNDATION SCHEDULE

TYPE	FORCES (MAXIMUM)			CAISSON	
	MOMENT (M) KIP-FT	SHEAR (V) KIPS	VERTICAL (P) KIPS *	DIAMETER INCHES	EMBEDMENT FEET
LS60-AA	35.32	0.901	0.979	30"	10'-0"

- VERTICAL FORCE DOES NOT INCLUDE WEIGHT OF PRECAST BASE.

POLE IDENTIFICATION

LOCATION/MARK	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIXTURES PER CROSSARM)	FIXTURE EPA (MAX)
A5, A6	LS60-AA	2B	2	4.4
B5, B6, C5, C6	LS60-AA	2B	4	9.6

PRECAST BASE TYPE	WEIGHT LBS	OVERALL LENGTH FEET	HEIGHT ABOVE GRADE FEET	EMBEDMENT IN CAISSON FEET	OUTSIDE DIAMETER INCHES
2B	1,840	17'-3"	7'-3"	10'-0"	12.00"

GENERAL NOTES

GENERAL

ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE INTERNATIONAL BUILDING CODE, 2003 EDITION.

WIND: ASCE 7-02, 90 MPH (EXPOSURE C)

REFERENCE POLE LOCATION DRAWING FOR ACTUAL POLE PLACEMENT AND SITE LOCATION.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION PROCEDURES AND SAFETY CONDITIONS AT THE JOB SITE.

SOIL DESIGN PARAMETERS

ALLOWABLE VERTICAL BEARING CAPACITY: 1,000 PSF OR 167 PSF SKIN FRICTION

ALLOWABLE LATERAL PASSIVE SOIL BEARING PRESSURE: 267 PSF/FT

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CONCRETE BACKFILL SHALL ATTAIN A MINIMUM STRENGTH OF 2,000 PSI PRIOR TO STEEL POLE ERECTION.

USE TYPE II PORTLAND CEMENT OR AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.

MIX IN CONFORMANCE WITH ASTM C-94

AGGREGATES PER ASTM C-33. (1" MAX AGG. SIZE)

PLACE CONCRETE IMMEDIATELY AFTER COMPLETION OF EXCAVATION AND INSPECTION BY THE GEOTECHNICAL ENGINEER. NO EXCAVATIONS SHALL BE LEFT UNPROTECTED OR OPEN OVERNIGHT.

CONCRETE SHALL BE PLACED IN ONE CONTINUOUS OPERATION (NO CONSTRUCTION JOINT) WITH SPECIAL EQUIPMENT WITH A MAXIMUM FREEFALL OF 5 FT AND TO PREVENT CONCRETE FROM STRIKING THE SIDES OF THE EXCAVATION. VIBRATE TOP 5 FT.

MISCELLANEOUS

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POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS, PLATFORMS, SPECIFICATIONS, AND INSTALLATION PER MUSCO LIGHTING, INC.

FIXTURE: EPA = 2.4 MAX SQ FT; WEIGHT = 40 LBS (PER MUSCO LIGHTING, INC.)

POLE SUPPORT
FOUNDATION

MUSCO LIGHTING, INC.
2107 STEWART ROAD
MUSCATINE, IOWA 52761

DATE:
05/19/06

RAMSEY PARK
PHASE 3
FIELD LIGHTING
COEUR D ALENE, ID

R. L. FOLEY & ASSOCIATES, INC.
STRUCTURAL ENGINEERS
25652 ASHBY WAY
LAKE FOREST, CA 92630

SHEET
C1
OF 1

LIGHT POLE FOUNDATION DETAIL

The City reserves the right to reject any or all bids, or to accept the Bid deemed to be in the best interest of the City. The City further reserves the right to waive informalities and minor irregularities.

BID SIGNATURES:

Bidder: _____
(Individual/Partnership/Corporation)

Public Works Contractor's License: _____

By: _____

Title: _____

By: _____

Title: _____

Address: _____

Phone Number: _____

FAX Number: _____

NOTE:

1. If the Bid is a co-partnership or joint venture, so state, giving firm name under which business is transacted.
2. If the Bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. Any Bidder who has any objections or desires to change any of the requirements of these documents must make the objections or requested changes in writing and deliver to the Parks Director no later than five (5) calendar days prior to Bid opening for consideration.
4. The CONTRACTOR will commence the work required by the Contract by the date stated in the NOTICE TO PROCEED, and will complete the same within thirty (30) calendar days, unless the period for completion is extended otherwise by the Contract Documents.
5. Unit prices for all items, extensions, and total amount of Bid must be shown on the Bid Proposal Schedule. Show unit prices in both words and figures.

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

_____ (Officer's Name), being first duly sworn, on oath deposes and says that I am the _____ (Title) of _____ (Contractor); that said Contractor is in conformance with Idaho Code 63-1502; that it has paid or secured to the satisfaction of the respective taxing units all taxes for which it or its property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this _____ day of _____, 2006.

SIGNATURE OF OFFICER

SUBSCRIBED & SWORN to before me
this _____ day of _____, 2006.

Notary Public for Idaho

Residing at _____

Commission expires _____

(SEAL)

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(Idaho Code 63-1503)

The Contractor, in consideration of securing the business of erecting or constructing Public Works in this State, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the State when taxes, excises, or licenses fees for which it 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, 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 the payment thereof exists, even though the same constitute 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 its 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 it hereunder the estimated amount of such accrued and accruing taxing units to which said contractor is liable.

CONTRACTOR

By: _____

Title: _____

(SEAL)

Name: _____

Address: _____

ATTEST:

SAMPLE CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2006, 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 _____, a corporation duly organized and existing under and by virtue of the laws of the state of _____, with its principal place of business at _____, hereinafter referred to as "CONTRACTOR,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for _____ 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 _____ as set forth in the said plans and specification 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 of the CITY OF COEUR D'ALENE, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents and save the City harmless from all claims for injury to person or property resulting from the **CONTRACTOR'S** actions or omissions in performance of the contract, and to that end shall maintain liability insurance naming the City as one of the insured 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 Chapter 9, Title 6, Section 24 of the Idaho Code. 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 Worker'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 _____ Dollars (\$ _____).

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 Treasurer.

The number of calendar days allowed for completion of the Contract work shall be thirty (30) calendar days. The Contract time shall commence within ten (10) days of the Notice to Proceed issued by the City herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500.00) 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, the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

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

- 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; and
- 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; and
- 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 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 a 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) Notice of 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. _____, dated _____, 2006
- No. _____, dated _____, 2006

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, the City Clerk has affixed the seal of said City hereto, and the **CONTRACTOR** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:

By: _____
Sandi Bloem, Mayor

By: _____
Title: _____

ATTEST: _____
Susan K. Weathers, City Clerk

ATTEST: _____
(Name)

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: September 11, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Vacation of North Street, Between Davidson & Emma Avenues

DECISION POINT:

Ron Ayers, applicant and owner of the property that adjoins both sides of the noted North Street, is requesting the vacation of the developed roadway in order to combine the property's that are situated on either side (Garden Motel on the west, vacant on the east). This will allow the applicant to proceed with a development plan that will utilize the complete property, which combined with the r/w, would total approximately 4.5 acres.

HISTORY:

The noted North Street originated on the plat of the East LaCrosse Addition in 1907. The street which is a fully developed 36' wide road section, serves as a north/south cross street (attached map) but has no residences situated on it. There are no sanitary or storm water facilities in the street, however, there is a City water main (6" AC) that at one time provided service to the easterly property, however, those services have since been abandoned and the property is now vacant.

FINANCIAL ANALYSIS:

There would be no negative financial impact to the City if the vacation request were approved. The City would no longer have to maintain a portion of roadway that could be removed from the street inventory and not have any significant impact, and, would eventually gain tax revenue from the development of the subject property. The developer would be responsible for the relocation of water main at the time of development on the subject property if it's need was deemed necessary to the water system network.

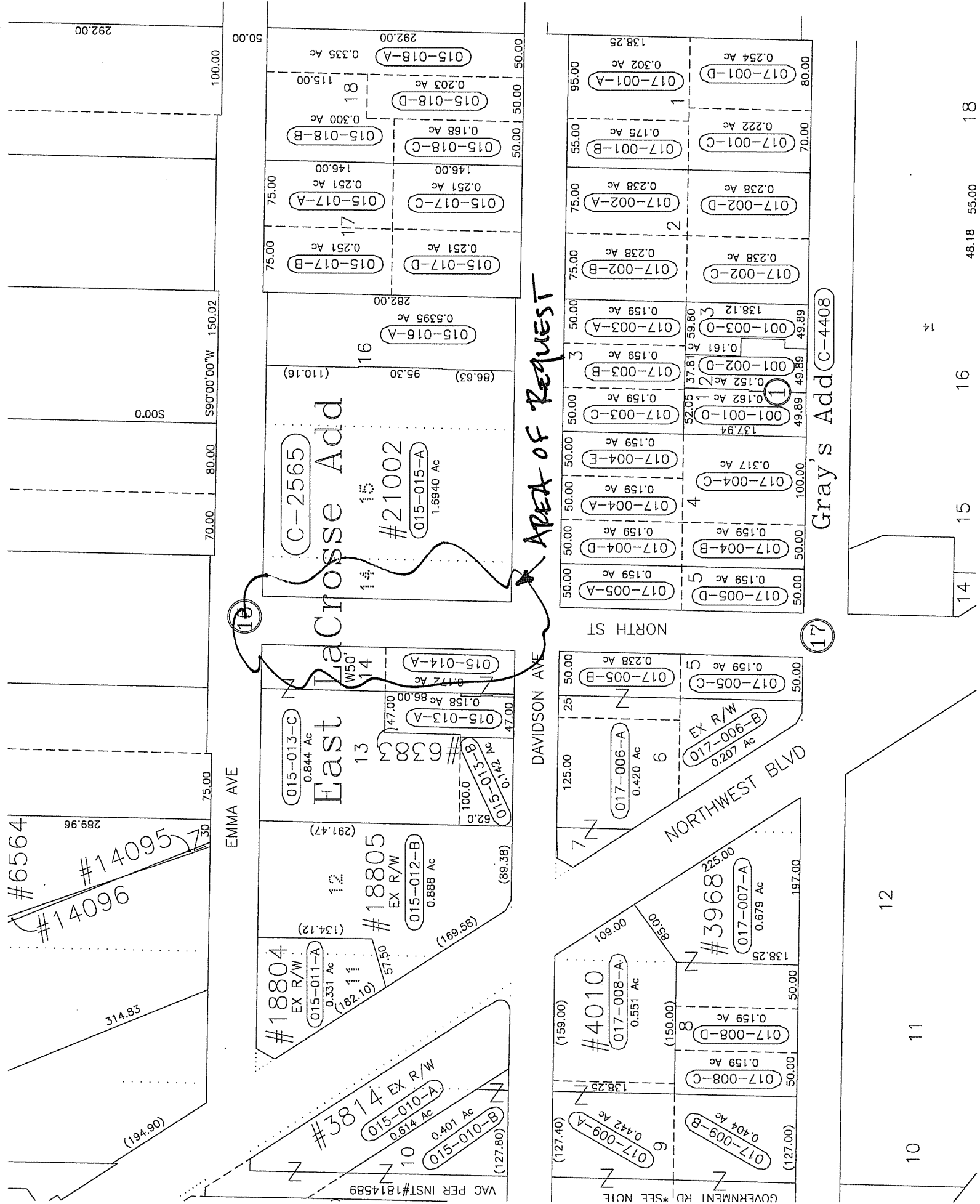
PERFORMANCE ANALYSIS:

The applicant is proposing a long range development plan for the overall site that would include the subject r/w. The plan, while in the preliminary stages, is a combination commercial/residential development that would be made feasible by the vacation of the portion of North Street that bisects the property. The vacation of the roadway would enable the applicant to take advantage of the variance in elevation (+/- 50') from the NW Boulevard frontage to the easterly boundary of the site.

SUMMARY:

Applicant Ron Ayers is requesting the vacation of the right-of-way of North Street between Davidson & Emma Avenues in order to combine the adjoining property that he owns on either side, and, which would allow him the ability to create a uniform development on the combined +/- 4.5 acres. There are no City storm or sanitary facilities in the road, however, there is a City water main that may need to be relocated. If the Public Works Committee approves the request, it is recommended that the Committee direct staff to proceed with the vacation process per Idaho

State Code, Section 50-1306A, and, recommend the setting of a public hearing on the vacation request before the City Council for October 17, 2006.



#6564
#14095
#14096

EMMA AVE

East LaCrosse Add
#21002

AREA OF REQUEST

DAVIDSON AVE

NORTHWEST BLVD

Gray's Add C-4408

10

11

12

14

15

16

14

18

48.18 55.00

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 38.25
Rec No 216199
Date 9/12/00
Date to City Council: _____
Reg No. _____
License No. _____
Rv _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input checked="" type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00

Business Name	SUNSE BOWL
Business Address	202 SUNSET AVE.
City/State/Zip	COEUR D'ALENE, ID 83815
Business Contact	Telephone Number: _____ Fax: _____ 208-667-2695 208-667-9179
Manager Name	VERNON ORTEL
Manager Home Address	202 SUNSET AVE, CDA, ID
Manager Information	Social Security No. 532-34-9519 Date of Birth 10/27/39
Manager Contact	Telephone: 667-2695 Cell 208-337-3447 e-mail: N/A
Manager Place of Birth	DAVENPORT, WA.
License Applicant	VERNON ORTEL
Filing Status (circle one)	Sole Proprietor Corporation Partnership LLC <input checked="" type="checkbox"/> Other
Address of Applicant	202 SUNSET AVE, CDA, ID
Applicants Prior Address for past five years	619 PARK LAKE CIRCLE VESTAVIA HILLS, AL. 35242
Applicants Prior Employment for past 5 years	LEHIGH CEMENT CO. BIRMINGHAM, AL

DATE: SEPTEMBER 6, 2006
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: NOVEMBER 21, 2006

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
V-2-06	Requested appeal Applicant: Thomas Walsh Location: 1027 Sherman	Recommended approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the earliest regular Council meeting at which this item may be heard is **November 21, 2006**

JS:ss

September 1, 2006

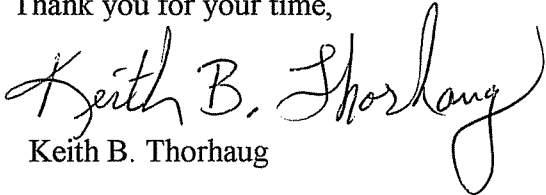
APPEAL ITEM V-2-06

Dear Mayor Sandi Bloem and City of Coeur d' Alene City Council,

I, Keith B. Thorhaug, and those families listed below do hereby APPEAL the decision by the Coeur d' Alene Planning Commission to approve ITEM V-2-06, height variance request by Thomas G. Walsh at 1027 Sherman Avenue.

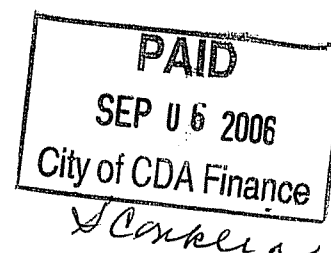
Attached is the \$200 fee collected by those families wishing to speak to the City Council in opposition of the Planning Commission's decision of Item V-2-06.

Thank you for your time,


Keith B. Thorhaug

These families listed below have contributed the appeal fee and desire to address the City Council.

David and Rose Doughty
Lloyd Vivian
Mike Whallon
Barbara Crumpacker
John and Evalyn Coutts
Tom Anderson



September 1, 2006

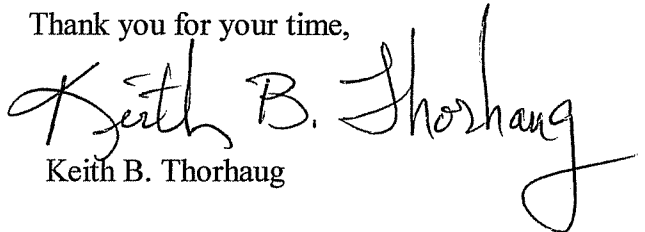
APPEAL ITEM V-2-06

ATTN: MAYOR SANDI BLOEM
Dear City of Coeur d' Alene City Council,

I, Keith B. Thorhaug, and those families listed below do hereby APPEAL the decision by the Coeur d' Alene Planning Commission to approve ITEM V-2-06, height variance request by Thomas G. Walsh at 1027 Sherman Avenue.

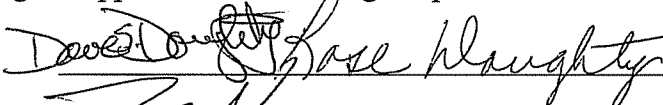
Attached is the \$200 fee collected by those families wishing to speak to the City Council in opposition of the Planning Commission's decision of Item V-2-06.

Thank you for your time,

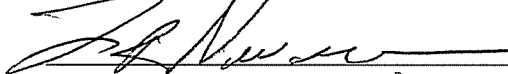

Keith B. Thorhaug

Those families contributing the appeal fee and wishing to speak.

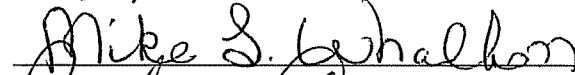
David and Rose Doughty



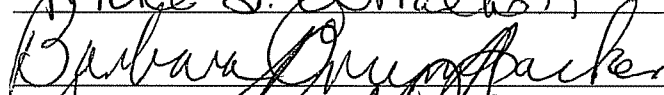
Lloyd Vivian



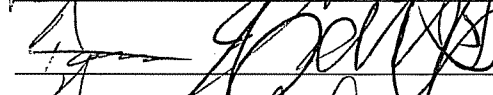
Mike Whallon



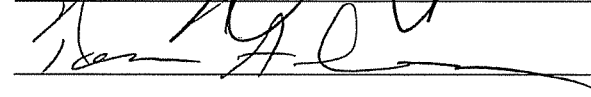
Barbara Crumpacker



John and Evalyn Coutts



Tom Anderson



DATE: SEPTEMBER 13, 2006
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: NOVEMBER 21, 2006

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-3-06	Applicant: City of Coeur d'Alene Request: Cluster Housing Regulations	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **NOVEMBER 21, 2006.**

JS:ss

DATE: SEPTEMBER 12, 2006
TO: MAYOR AND CITY COUNCIL
FROM: TROY TYMESEN, FINANCE DIRECTOR
RE: SETTING PUBLIC HEARING DATE: OCTOBER 3, 2006

Mayor Bloem,

Various departments have forwarded requests for amending certain fees or the creation of certain fees in order for the City Council to schedule a public hearing. In order to satisfy the publication requirements, the earliest regular Council meeting at which this item may be heard is **October 3, 2006**.

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday September 11, 2006
4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairman
Ron Edinger
A.J. "Al" Hassell, III

STAFF PRESENT

Susan Weathers, Municipal Services Director/City Clerk
Warren Wilson, Deputy City Attorney
Troy Tymesen, Finance Director
Renata McLeod, Project Coordinator
Pam MacDonald, Human Resources Director

**Item 1. Contract Amendments/Code Enforcement Services
(Consent Calendar)**

Susan Weathers, Municipal Services Director/City Clerk presented a request to approve Amendment No. 2 to the Contract with Tim Trout for Code Enforcement Services. Susan reported that one of the high priorities the City Council set for their Strategic Goals was enhancing Code Enforcement. The initial proposal requested two FTE's (full time equivalents) to staff the program in-house.

Susan noted that Mr. Trout, who has contracted with the City since 2003, presented a proposal which would allow him to subcontract the clerical services required for code enforcement. This will in turn allow Mr. Trout to have more "field" time. The estimated cost for hiring two employees for the first fiscal year is \$75,000. In comparison, by increasing Mr. Trout's contract from \$15,600/year to \$23,750/year, the result is a cost avoidance of approximately \$51,250.00. The City Council provided for the increase in the contract amount through the 2006-2007 budget which was adopted September 5, 2006.

Susan added that to this point, Mr. Trout has been unable to provide Code Enforcement Reports to the City Council because of time constraints. The added clerical services should now allow time to prepare these reports.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-057 approving Amendment No. 2 to the code enforcement contract with Tim Trout.

**Item 2. Bid Specifications and Advertising for Bids/Ramsey Field II Lighting.
(Consent Calendar)**

Troy Tymesen, Finance Director, requested authorization for staff to go to bid for the installation of the city owned MUSCO Green Sports Cluster Lighting System for Ramsey Field No. 2. Troy noted that the Recreation Department currently has \$34,000.00 for installing field lights at Ramsey Park. The Rec. Department also has \$40,000.00 remaining in full time salaries, due to postponed hiring and reorganization of the department. The Rec. Department is requesting that \$34,400.00 (out of full time salaries) be transferred to the 2006-2007 budget for the installation of lights. The approximate price for installation is \$68,000.00, total amount budgeted would be \$68,400.00.

Troy added that the system being installed is the MSUCO Green, which will use half the energy of a regular lighting system.

MOTION: THE COMMITTEE is recommending that the City Council authorize staff to solicit bids for the installation of City owned MUSCO Green Sports Cluster Lighting System at Ramsey Park Field #2.

**Item 3. Employee Benefit Plan/Changes and Renewal Rates.
(Consent Calendar)**

Pam MacDonald, Human Resources Director reported the City Council is requested to approve the following benefit plan changes and renewal rates effective October 1, 2006. The benefit plan contracts will include Blue Cross of Idaho, Group Health Options, Willamette Dental, United Heritage Long-term Disability, as well as the Magnuson, McHugh & Company Flexible Spending Account.

The following changes are effective October 1, 2006 through September 30, 2007 as recommended by the Medical Insurance Review Committee:

- Blue Cross Dental services remain the same as in previous years with a recommended 7.5% increase in the suggested funding rates.
- Willamette Dental increase is 5%.
- The initial increase for the Blue Cross of Idaho PPO with the current benefit coverage was 18.41%. With the Committee's recommendations the increase will be 9.41% (7.5% City Paid) as a result of the following changes:
 - *Prescription co-pay change to \$15.00 Generic (Currently \$10), \$30.00 Formulary Name Brand (Currently \$25) and \$45.00 Non-Formulary (Currently \$40).
 - *Deductible change to \$750 Individual (Currently \$250) and \$1500 Family (Currently \$500).All other benefit coverage remains the same.
- Employees who select the Blue Cross Medical Plan continue to have City contributed dollars added to their VEBA account based on the premium difference between the Blue Cross Plan and the Group Health Plan.
- Group Health Options insurance rate increase is 5.3%, entirely paid by the City, with the benefit coverage remaining the same as in the previous year.
- The United Heritage long-term disability premium cost and benefit coverage will remain the same until February 2007.
- The City's Flexible Spending Account with Magnuson, McHugh & Company, P.A. renewal is based on the City's Fiscal year and benefit coverage remains the same as in the previous year.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-057 approving the benefit plan changes and renewal rates effective October 1, 2006.

**Item 4. Lease Renewal/11th Street Docks.
(Consent Calendar)**

Warren Wilson, Deputy City Attorney is requesting approval of a lease renewal with the 11th Street Dock Owners Association. Warren reported that for many years the City, and Idaho Water before that, has had a lease agreement with the Dock Owner's Association or their predecessors to facilitate the operation of the Marina at 11th Street. The terms of the present lease expired August 31, 2006. Because the prior lease allowed a renegotiation of essentially the lease rate only, the terms of the new lease agreement are largely consistent with the prior lease. In addition to some minor house keeping changes, the lease payment has been increased for inflation, a new exhibit has been attached to more accurately reflect the current configuration of the marina and the renewal language has been changed to allow the parties to renegotiate all of the lease terms at the end of this 5 year lease term.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-057 approving the lease renewal with the 11th Street Dock Owners Association for another 5 year term.

**Item 5. Closeout Agreement/Seltice Way Improvement Grant.
(Agenda Item)**

Renata McLeod, Project Coordinator is asking for authorization for amendment #2 to the Contract with Idaho Department of Commerce for the ICDBG for the U. S. Bank West Seltice Way project and to authorize the Grant Closeout Agreement. Renata reported that on May 3, 2005, the City entered into an agreement with the Idaho Department of Commerce authorizing the City to receive an ICDBG for economic development and public infrastructure (traffic signal) at the entryway to the U.S. Bank facility on Seltice Way. The City estimated the cost of the traffic control signal and design professional costs. Since the approval of the agreement, real costs have been established, and funds allocated in the budget toward the signal were needed for design professional costs. The proposed amendment clarifies the movement of fund classification in the agreement, however does not change the total allocation. With this amendment, all work has been completed and the grant can now be closed.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-058 authorizing amendment #2 to the Contract with Idaho Department of Commerce for the ICDBG for the U.S. Bank West Seltice Way Project and to authorize the Grant Closeout Agreement.

The meeting adjourned at 4:20 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave
Recording Secretary

M E M O R A N D U M

DATE: SEPTEMBER 6, 2006

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF AN AMENDMENT #2 TO THE AGREEMENT WITH THE DEPARTMENT OF COMMERCE FOR AN IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT (ICDBG) FOR THE US BANK WEST SELTICE WAY PROJECT ICDBG –04-I-31- ED, AND APPROVAL OF THE GRANT CLOSEOUT AGREEMENT.

DECISION POINT:

- To authorize amendment #2 to the Contract with Idaho Department of Commerce for the ICDBG for the U. S. Bank West Seltice Way project
- To authorize the Grant Closeout Agreement

HISTORY: On May 3, 2005, the City entered into an agreement with the Idaho Department of Commerce authorizing the City to receive an ICDBG for economic development and public infrastructure (traffic signal) at the entryway to the U.S. Bank facility on Seltice Way. The City estimated to cost of the traffic control signal and design professional costs. Since the approval of the agreement, real costs have been established, and funds allocated in the budget toward the signal were needed for design professional costs. The proposed amendment clarifies the movement of fund classification in the agreement, however does not change the total allocation. With this amendment, all work has been completed and the grant can now be closed.

FINANCIAL: With this amendment the City will be able to be refunded an additional \$2,575.00 for administrative costs. Once the grant is closed the final allocations can be released.

PERFORMANCE ANALYSIS: Authorizing the amendment #2 to the Contract with Idaho Department of Commerce will allow the City to move forward with the grant closeout.

DECISION POINT/RECOMMENDATION:

- To authorize amendment #2 to the Contract with Idaho Department of Commerce for the ICDBG for the U. S. Bank West Seltice Way project.
- To authorize the Grant Closeout Agreement

RESOLUTION NO. 06-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT WITH IDAHO COMMERCE & LABOR (ICL) FOR THE ICDBG FOR THE U.S. BANK WEST SELTICE WAY PROJECT AND TO AUTHORIZE THE GRANT CLOSEOUT AGREEMENT.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene authorize Amendment No. 2 to the Contract with Idaho Commerce & Labor and authorize the Grant Closeout Agreement pursuant to terms and conditions set forth in said documents, 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 said documents; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City authorize Amendment No. 2 to the Contract with Idaho Commerce & Labor and authorize the Grant Closeout Agreement, in substantially the forms attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said documents to the extent the substantive provisions of the documents remain intact.

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

DATED this 19th day of September, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CONTRACT AMENDMENT NO. 2
Contract No. ICDBG-04-I-31-ED

The contract between the Department of Commerce and Labor and the City of Coeur d' Alene is hereby amended as follows:

Attachment A – Budget

The budget is amended according to “Attachment A” of this amendment. The ICDBG line items are amended as follows:

	<u>Original Budget</u>	<u>Amount Changed</u>		<u>Amended Budget</u>
Administrative Expenses	\$11,500	+ \$1,620	=	\$13,120
Design Professional Fees	\$94,260	+ \$955	=	\$95,215
Traffic Signals	\$120,475	- \$2,575	=	\$117,900

Total ICDBG Funds	\$226,235	+ \$0	=	\$226,235

The foregoing contract amendment is hereby accepted with the understanding that all other terms and conditions of the contract remain the same.

APPROVED:

STATE OF IDAHO
Department of Commerce and Labor

CITY OF COEUR D' ALENE

Roger B. Madsen
Director

The Honorable Sandi Bloem
Mayor

Date

Date

For Internal Use of the Department of Commerce and Labor

=====

Reviewed and Approved

Dennis Porter
Lead Community Development Specialist

Lisa Robbins
Financial Manager

Date

Date

**ATTACHMENT A
BUDGET
COMMUNITY DEVELOPMENT PROJECT**

Applicant: City of Coeur d' Alene

Project No.:ICDBG-04-I-31-ED

Project: Coeur d' Alene / US Bank - West Seltice Improvements Project

LINE ITEMS	AMOUNTS			
	ICDBG Grant	Lake City Development Corp	City of Coeur d' Alene	Total
Administrative Expenses*	\$13,120			\$13,120
Grant Writing				\$0
Project Planning/Design				\$0
Design Professional Fees	\$95,215	\$14,538	\$50,515	\$160,268
Property Acquisition				\$0
Relocation Payments to Businesses & Individuals				\$0
Traffic Signals	\$117,900		\$8,765	\$126,665
Construction and Project Improvement		\$1,239,388	\$166,955	\$1,406,343
Equipment				\$0
Audit				\$0
Total Costs	\$226,235	\$1,253,926	\$226,235	\$1,706,396

Remarks:

*Administrative expenses & project planning design costs when totaled shall not exceed 10% of the total ICDBG amount.

Closeout Agreement

This Agreement is made by and between Idaho Commerce & Labor (ICL) and the Grantee, CITY OF COEUR D'ALENE, IDAHO.

In reliance upon, and in consideration of mutual representations, ICL and the Grantee agree to close Project Number ICDBG-04-I-31-ED without a final grant audit. Since costs have been incurred subsequent to the audit report performed by MAGNUSON MCHUGH & COMPANY for the period of OCTOBER 2005 THROUGH SEPTEMBER 2006, the Grantee agrees to remit the final audit for Fiscal Year ending SEPTEMBER 30, 2006. Further, it is agreed the amount of any costs that are disallowed by the final audit will be remitted to Idaho Commerce & Labor.

Idaho Commerce & Labor

City of Coeur d'Alene, Idaho

Signature

Signature

Typed Name

Sandi Bloem

Typed Name

Title

Mayor

Title

Date

September 6, 2006

Date

Final Performance Report

Grantee: City of Coeur d'Alene

Contract Number: ICDBG-04-I-31-ED

Project Type: ☐ PF ☐ Housing ☒ ED ☐ SC/CC ☐ Other

National Objective: ☒ LMI ☐ Slum & Blight ☐ IM Threat

Prepared By: Sherri Wastweet Telephone: (208) 772-0584 x 3023 Date: 9/6/06

Project Activities

Provide a detailed narrative of completed activities. The discussion should include specific activities accomplished, how they were accomplished, who was involved, and how the activity relates to the overall project. At the very least, provide a paragraph describing the grantee's activities for each of the applicable project areas:

- **Professional Services**

The City advertised for grant writing and administration services for various economic development and public facilities projects for a three-year term. A Pre-Bid/RFP Solicitation Summary was submitted on 8/22/2003. Proposals were received no later September 9, 2003. The City Council approved the award of the contract to Panhandle Area Council on October 21, 2003. Award and rejection letters were mailed October 28, 2003.

On December 1, 2004 and amendment to the three-year contract was added under the existing contract.

The Advertisement for Engineering Services was published December 2, 2004 and December 11, 2004. Proposal Solicitation Summary was submitted to ICL December 1, 2004. Engineering Evaluations took place January 7, 2005 and letters of award and rejection were mailed January 18, 2005. Ruen-Yeager & Associates was awarded the contract which was executed June 21, 2005.

- **Construction**

This grant is not a construction grant. Construction funds were used to purchase the signal equipment needed to complete the new intersection on Seltice Way near the new US Bank Call Center.

Equipment procurement was advertised August 22, 2005 and August 29, 2005. A pre-bid conference was held August 29, 2005 at the Council Chambers at the Coeur d'Alene City Hall. Bids were received until September 7, 2005 and were opened at 10:01 a.m. with Thorco, Inc. being shown as the apparent low bidder. The City Council unanimously agreed to accept Thorco's bid and the award letter was sent out that same day.

- **Environmental Review**

An environmental Site Assessment and Site Remediation Report were prepared for Crown Pacific by Parametrix, Inc. out of Portland Oregon. This assessment was used for the future development of the project site. This report was forwarded down to ICL March 25, 2005 for final approval. The Statutory Worksheet was completed 4/26/05 and

signed by Mayor Bloem on May 3, 2005. Environmental Concurrence for a Finding of Exemption was signed and issued May 13, 2005.

- **Citizen Participation**

The first public hearing for the grant was published November 24, 2004 and was held at the Coeur d'Alene City Hall December 7, 2004. The Citizen Participation Plan was still in effect from its passage December 2, 2003 for grant number ICDBG-03-I-3-ED. The Mid-Construction Public Hearing was held on October 4, 2005. The hearing was located in the City's Council Chambers and was televised on local access television. Verbal and Written comments were requested, however none were received.

- **Section 3**

This was not a construction project. This was equipment purchase only and did not require labor compliance.

- **Acquisition**

No ICDBG funds were used for acquisition.

- **Civil Rights**

In demonstration of their commitment to Civil Rights compliance the City has adopted and published the following resolutions:

Grievance Procedure Policy	11/18/03
City Excessive Force Policy	4/6/04

- **Fair Housing**

All Fair Housing Activities were completed under grant #ICDBG-03-I-33-ED as allowed by Idaho Commerce & Labor. The Analysis of Impediments & Action Plan was completed 4/27/06.

- **504/ADA**

All 504/ADA activities were completed under grant #ICDBG-03-I-33-ED as allowed by Idaho Commerce & Labor.

Construction Project Benefits

A. Project Accomplishments

1. **Proposed Benefits** *(taken from the benefit page of the application)*

Project will enhance the safety of the proposed access to U.S. Bank through signalization and roadway improvements and to build utility infrastructure that will allow development of the project area.

2. **Accomplished Benefits** *(Explain how the proposed benefits were achieved. If the proposed benefits were not met, explain why.)*

The traffic flow and safety has been greatly enhanced due to the new traffic signals.

3. **Numerical Benefits** *(Select the grid that matches your project. Provide a written explanation below the grid if the actual number served falls short of what was proposed in the application.)*

Public Facility, Downtown, ED

	AMOUNT IN APPLICATION (LINEAR FEET, SIZE OR NUMBERS)	ACTUAL ACCOMPLISHED (LINEAR FEET, SIZE OR NUMBERS)
Distribution		
Service Connections		
Fire Hydrants		
Service Meters		
Reservoir		
LMI Assessments		
LMI Connections		
Street		
Sidewalk		
Other		
Traffic Signals	Full set – East and Westbound Lanes of Seltice and North and South Grand Mill Boulevard	Same

B. National Objectives Met

1. **Proposed National Objective** *(taken from the application)*

US Bank has committed to creating at least 39 FTE positions, of which 20 (51%) will be made available to low to moderate-income (LMI) persons.

2. **Actual** *(Explain how the proposed national objective was met. If the proposed national objective was changed, explain why.)*

US Bank created 39 positions by the promised by December 31, 2005. Of these 39 FTE jobs 27 (69%) are held by persons that qualify as LMI. US Bank is committed to their goal of hiring at least 500 individuals within the next 3 years.

3. **Numerical** *(If this was a slum and blight project, place a "0" in the LMI box. For ED projects, place job numbers into the LMI boxes.)*

LMI Benefits

CATEGORY	PROJECTED	ACTUAL	% PROJECTED	% ACTUAL
Total or Project Population Benefited	39	39		
LMI	20	27	51%	69%
Minority Population Benefited		5		9.9%

ED Projects

A. List each position by rate of pay.

POSITION	NUMBER OF POSITIONS (FTE)	ANNUAL SALARY OR EQUIVALENT	FEMALE (NUMBERS)	MINORITY (NUMBERS)	PHYSICALLY CHALLENGED (NUMBERS)
Customer Service Rep.	35	8.25 per hour	30	5	3
Customer Service Rep.	3	9.50 per hour	3	0	0
Customer Service Supervisor	1	11.68 per hour	1	0	0

B. Describe the benefits (paid vacation, sick leave, training, health insurance, etc.) offered with these positions. **Copy of Benefit Package sent under separate cover.**

C. Describe the recruitment process for the above-mentioned jobs.

US Bank primarily us Job Service through Idaho Commerce and Labor for their screening process. All individuals hired went through a paid training process prior to being offered employment.

Project Schedule

Using the project schedule from the ICDBG contract or latest contract amendment, list each activity with its proposed date of completion and its actual date of completion.

ACTIVITY	CONTRACT DATE	ACTUAL DATE
Grant Administration Contract Approved	March 2005	March 2005
Procurement Document Approval	May 2005	June 2005
Bid Opening	June 2005	September 2005
Debarred Check	June 2005	September 2005
Preconstruction Conference	June 2005	Equipment Purchase
Start Construction	July 2005	September 2005
Construction 50% Complete	August 2005	October 2005
Business Construction	July 2005	May 2005
Second Public Hearing	August 2005	October 2005
Construction Complete	October 2005	June 2005
Civil Rights/Fair Housing Plan	May 2005	April 2006
Update 504 Transition Plan	May 2005	April 2006
Job Creation Completed	March 2005	March 2005
Final Report and Closeout Agreement	November 2005	September 2006
Final Audit	December 2005	December 2006

If actual dates vary from contract dates, explain the difference.

Bid Opening was delayed after it was decided use the procured engineer instead of the city engineer for this project. Design took place after this decision and set the project back a few

months. Installation of the signalization equipment was slowed down by freezing temperatures in November and December therefore it was after winter completed that the signals were brought online. The civil rights/fair housing and 504 ADA plans took longer than expected and were actually completed under grant #ICDBG-03-I-33-ED.

CERTIFICATION:

I, the undersigned, do hereby certify that the information contained in this report is true and correct and accurately reflects the accomplishments of the grant project.

_____	<u>Mayor</u> _____	_____
Signature of Chief Elected Official	Title	Date

Final Financial Report

Grantee: City of Coeur d'Alene

Contract Number: ICDBG-04-I-31-ED

Prepared By: Sherri Wastweet Telephone: (208) 772-0584 x 3023

Date: 9/6/06

I. Matching Funds

- A. **Match Expenditure** – In the table below, please list those matching funds identified in the grantee's ICDBG contract or latest contract amendment.

SOURCE OF FUNDS	AMOUNT PLEDGED	ACTUAL SPENT	DIFFERENCE
USDA-RD Grant			
EDA Grant			
Other Fed Grant			
DEQ Grant			
ITD Grant			
IDWR Grant			
Other State Grant			
Foundation Grant			
Local Cash/Bond/Loans	226,235.00	226,235.00	0
Local In-Kind			
Volunteer			
Donations			
Other – Lake City Dev.	1,253,926.00	1,253,926.00	0
Other			
Other			
Total			

- B. **Match Expenditure Differences** – If applicable, list by item those matching sources not fully spent and explain why the funds were not fully expended.
- C. **Volunteer/In-Kind/Force Account** – If applicable, describe the processes used to track and value the labor used.

II. Financial Services – Please list the name, address and phone numbers for the following:

	NAME	ADDRESS	PHONE NUMBER
Auditor	Magnuson McHugh and Company	1121 Mullan Avenue Coeur d'Alene, ID 83814	(208) 765-9500
Bank	US Bank	302 Sherman Avenue Coeur d'Alene, ID 83814	(509) 353-7075

III. Final Payment Request

- Step One Complete the ICDBG Drawdown Closeout Worksheet.
- Step Two Fill out the standard ICDBG Request for Funds form and in the request number box write FINAL and attach it to this report.
- Step Three If the grantee plans to close the grant with unexpended grant funds, please type the amount to be returned in Section V of this report.

IV. Certification of Recipient and Special Conditions

It is hereby certified that all activities undertaken by the Recipient with funds provided under the contract agreement number ICDBG-04-I-31-ED have, to the best of my knowledge, been carried out in accordance with the contract; that proper provision has been made by the Recipient for the payment of all unpaid costs and any unsettled third-party claims; and that Idaho Commerce & Labor is under no obligation to make any further payment to the Recipient under the contract in excess of the amount identified in "Final Request for Funds" dated 9/6/06, hereof; and that every statement and amount set forth in this document is true and correct as of this date.

Special Conditions:

Signature of Chief Elected Official

Date

Sandi Bloem, Mayor

Typed Name & Title of Chief Elected Official

V. Idaho Commerce & Labor

This Certificate of Completion is hereby approved; therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of \$0.00.

Signature of ICL Authorized Official

Date

Typed Name & Title of ICL Authorized Official

Contract Number

Insert FINAL REQUEST FOR FUNDS form here.

Idaho Community Development Block Grant Program Request for Funds

(Return to Idaho Department of Commerce, Community Development Division, 700 W. State St., P.O. Box 83720 Boise, ID 83720-0093)

Grantee Name: City of Coeur d'Alene			Contract #ICDBG-04-I-31-ED		Contact Person: Sherri Wastweet		CDA Seltice Way Project	
Address: 710 E. Mullan, Coeur d'Alene 83814			Report Period: 1/1/06 - 9/30/06		Date of Request: 9/6/06		Phone: (208) 772-0584 x 30	
			Request #3/Final					
	1 ICDBG Budget	2 Total of Previous Requests	3 Program Income Earned	4 Total Funds Requested + Program Income Col 2 + Col 3	5 Total Funds Disbursed	6 Unexpended Balance of Funds Req. + Program Inc. Col 4 - Col 5	7 Accrued (unpaid) Bills & Costs	8 Cui Requ Fu Col 7
A. Administration	14,075.00	10,350.00		10,350.00	10,350.00	-	3,725.00	
1				-		-		
2				-		-		
3				-		-		
B. Engineering	94,260.00	79,791.00		79,791.00	79,791.00	-	14,469.00	1.
Design				-		-		
Inspection				-		-		
C. Construction	117,900.00	117,900.00		117,900.00	117,900.00	-	-	
1				-		-		
2				-		-		
3				-		-		
D. Other				-		-		
E. Audit				-		-		
TOTALS	226,235.00	208,041.00	-	208,041.00	208,041.00	-	18,194.00	1

Note: Furnishing false information may constitute a violation of applicable state and federal law.

Certification of Financial Officer: I certify that the above data is correct, based on the grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purposes of, and in accordance with applicable contract terms and conditions. The funds requested are for reimbursement of actual expenditures during the report period.

Signature	Typed Name	Title
	Troy Tymesen	Finance Director

Go to LOTUS file on Master Reports Disk:
A:\CLOSEWRK
For the ICDBG Drawdown Closeout Worksheet

ICDBG Drawdown Closeout Worksheet

Project #ICDBG-04-I-31-ED

	Draw Req #	Date Requested	Date Received	Admin	A/E Base	Inspection	Acquisition	Other	Construction	Total
A	BUDGET			\$14,075.00	\$94,260.00				\$117,900.00	\$226,235.00
	1	11/08/05	12/21/05	\$6,900.00	\$79,791.00				\$0.00	\$86,691.00
	2	01/01/06	02/21/06	\$3,450.00					\$117,900.00	\$121,350.00
	3	09/08/06		\$3,725.00	\$14,469.00					\$18,194.00
	4									\$0.00
	5									\$0.00
	6									\$0.00
	7									\$0.00
	8									\$0.00
	9									\$0.00
	10									\$0.00
	11									\$0.00
	12									\$0.00
	13									\$0.00
	14									\$0.00
	15									\$0.00
	16									\$0.00
	17									\$0.00
	18									\$0.00
	19									\$0.00
	20									\$0.00
B	TOTAL SPENT			\$14,075.00	\$94,260.00	\$0.00	\$0.00	\$0.00	\$117,900.00	\$226,235.00
C	AMOUNT AVAILABLE			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: September 19, 2006
FROM: Sid Fredrickson, Wastewater Superintendent
SUBJECT: **EMERGENCY EXPENDITURE TO REPAIR SEWER LINE**

DECISION POINT:

The Council is requested to approve an emergency expenditure in the estimated amount of \$40,000 to enable the immediate replacement of a badly deteriorated one-block section of 6 inch sewer line.

HISTORY:

On September 13, 2006 the sewer line in the alley north of Lakeside Avenue between Sixth and Seventh Streets was found to be in extremely deteriorated condition. It is uncertain how long said pipe can continue to operate in removing sewage from the neighborhood. The inability to collect sewage from the neighborhood may result in damage to property, and could be a substantial health threat because of the potential for raw sewage spills in homes of the city and its citizens. In accordance with Idaho statute 67-2808, EMERGENCY EXPENDITURES, the Council can authorize a sole source expenditure of funds upon making a declaration of emergency to safeguard public health. If not corrected immediately, this deteriorated line has the potential to cause sewage backups and/or spills which would pose a hazard to public health and safety.

FINANCIAL ANALYSIS:

Work to replace this line will need to commence immediately to protect the health of the public. Costs are estimates to be \$40,000. Funding is available from the wastewater capital outlay fund for this work.

PERFORMANCE ANALYSIS:

The uncertainty of continued operation of said sewer pipeline precludes the city from normal procurement of contractor services, the replacement of said pipeline must be undertaken immediately to provide continued wastewater collection services to the neighborhood. It is in the best interests of the citizens of the city of Coeur d'Alene to replace this line immediately.

DECISION POINT/RECOMMENDATION:

It is recommended that the Council is requested to approve an emergency expenditure in the estimated amount of \$40,000 to enable the immediate replacement of a badly deteriorated one-block section of 6 inch sewer line.

DECLARATION OF EMERGENCY

SANDI BLOEM, duly elected Mayor of the city of Coeur d'Alene, hereby declares the following emergency pursuant to Idaho Code Section 67-2808.

WHEREAS, on September 13, 2006 the sewer line in the alley north of Lakeside Avenue between Sixth and Seventh Streets was found to be in extremely deteriorated condition; and

WHEREAS, it is uncertain how long said pipe can continue to operate in removing sewage from the neighborhood;

and

WHEREAS, the inability to collect sewage from the neighborhood may result in damage to property, and could be a substantial health threat because of the potential for raw sewage spills in homes of the city and its citizens;

and

WHEREAS, the uncertainty of continued operation of said sewer pipeline precludes the city from normal procurement of contractor services, the replacement of said pipeline must be undertaken immediately to provide continued wastewater collection services to the neighborhood;

and

WHEREAS, it is in the best interests of the citizens of the city of Coeur d'Alene to declare that an emergency exists;

NOW THEREFORE,

I, Sandi Bloem, do hereby declare that an emergency exists requiring and demanding that in the public interest, the immediate expenditure of public money, without competitive bidding, to safeguard life, health, and property is necessary as authorized by Idaho Code Section 67-2808.

STAFF REPORT

DATE: SEPTEMBER 13, 2006

FROM: WESLEY J. SOMERTON – DEPUTY CITY ATTORNEY

SUBJECT: APPROVE TRANSFER OF CABLE FRANCHISE ORDINANCE
FROM ADELPHIA COMMUNICATIONS CORP., TO
TIME WARNER NY CABLE, LLC.

DECISION POINT:

Approve the ordinance authorizing the transfer of interests in the Cable Franchise Ordinance 3161 from Adelphia Communications Corporation to Time Warner NY Cable, LLC.

HISTORY:

Adelphia Communications Corporation (Adelphia) was granted a cable franchise via City Ordinance 3161. In 2003 Adelphia filed for bankruptcy protection. Adelphia reorganized under the bankruptcy plan which resulted in their franchise interests to Ordinance 3161 being obtained by Time Warner Cable. On October 18, 2005 the City Council approved Resolution 05-074 which authorized the proposed transfer from Adelphia to Time Warner NY Cable, LLC., pending the bankruptcy court approval. The bankruptcy court approved the transfer which became effective July 31, 2006.

FINANCIAL ANALYSIS:

There is no financial impact to the City by approving this ordinance. This is merely a house keeping measure providing the proper and official authorization for the transfer of the franchise agreement.

PERFORMANCE ANALYSIS:

Time Warner NY Cable, LLC., has assumed control of the cable infrastructure within the Kootenai County area and has the same obligations for operation, performance and service as Adelphia Cable did under Ordinance 3161.

QUALITY OF LIFE ANALYSIS:

Ordinance 3161 contemplated potential changes in control and ownership of the cable interests within the City of Coeur d'Alene and provided for a reasoned and practical approach to such changes and transfers. This ordinance merely provides the tracking of who has the rights, interests and responsibilities for the performance, service and operation of the cable system as authorized by Ordinance 3161.

DECISION POINT/RECOMMENDATION:

Approve the Ordinance authorizing the transfer of interest, control and ownership of Cable Franchise 3161 to Time Warner NY Cable, LLC.

COUNCIL BILL NO. 06-1030
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSENTING TO THE CHANGE OF CONTROL OF THE OWNERSHIP OF THE GRANTEE OF THE FRANCHISE GRANTED TO ADELPHIA COMMUNICATIONS CORP., TO TIME WARNER NY CABLE, LLC., TO OPERATE A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE HEREOF.

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

WHEREAS, Adelphia Communications, Corp., has been dissolved in bankruptcy, and effective on July 31, 2006 Time Warner NY Cable, LLC., obtained all interests of the Adelphia Communications Corp., as those relate to the City of Coeur d'Alene Cable Franchise No. 3161;

WHEREAS, the City of Coeur d'Alene has previously approved, and consented to the transfer of interests from Adelphia Communications Corp., to Time Warner NY Cable, LLC., by Resolution No. 05-074 dated October, 18, 2005;

NOW, THEREFORE,

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

SECTION 1. To the extent that approval is required under Ordinance No. 3161 for the change of control of the Grantee of the Franchise, such change of control from Adelphia Communications Corp., to Time Warner NY Cable, LLC., is hereby consented to and approved as provided herein. Any subsequent transfers are subject to the terms of Ordinance No. 3161 and must be approved separately by the City Council.

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

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

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

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

APPROVED by the Mayor this 19th day of September, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

MEMORANDUM

DATE: September 13, 2006

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR

RE: POLICE ASSOCIATION AGREEMENT

DECISION POINT:

The Council is requested to approve the proposed negotiated Police Association Agreement establishing a three year contract, compensation and benefits.

HISTORY:

This Understanding shall be applicable to Police Association represented classifications for a term commencing October 1, 2006 and ending September 30, 2009. All prior resolutions between the City and the Police Association will no longer be applicable unless specifically provided herein.

FINANCIAL:

The following are the significant highlights regarding the negotiated contract:

- Longer term contract – 3 years
- Agreed to a common wage structure - same as the rest of the city
- Assignment pay for Field Training Officers instead of receiving comp time plus overtime
- Contract opener if Consumer Price Index is 5% or greater for 6 consecutive months
- A promotional increase of 10% (similar to other contracts) and eligible for an additional increase 12 months following the promotion
- Increase to education incentive pay
- Increase in education tuition reimbursement
- Established a Leadership List for Senior Sergeant criteria
- One hour increase to minimum hours paid for Overtime and Court time when called in on days off

PERFORMANCE ANALYSIS:

The negotiated contract provides necessary consistency and equity.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the proposed negotiated Police Association Agreement establishing a three year contract, compensation and benefits.

RESOLUTION NO. 06-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE
POLICE ASSOCIATION.

WHEREAS, representatives of the City of Coeur d'Alene, and representatives of the Coeur d'Alene Police Association have negotiated certain terms of the Collective Bargaining Agreement between the City of Coeur d'Alene and the Coeur d'Alene Police Association; and

WHEREAS, the Mayor and City Council deem it to be in the best interests of the City of Coeur d'Alene 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 the Collective Bargaining Agreement between the City of Coeur d'Alene and the Coeur d'Alene Police Association, a copy of which agreement is marked Exhibit "1" attached hereto and by reference made a part hereof.

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

DATED this 19th day of September, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

Council Member Edinger Voted _____

Council Member Kennedy Voted _____

Council Member Hassell Voted _____

Council Member McEvers Voted _____

Council Member Goodlander Voted _____

Council Member Reid Voted _____

_____ was absent. Motion _____.

STAFF REPORT

DATE: August 21, 2006

FROM: Bette Ammon, Library Director

SUBJECT: Consultant Labor Services Agreement for Alicia Cargile

DECISION POINT: The Council is requested to approve a Consultant Labor Services Agreement with Alicia Cargile for a period of thirty-six (36) months, which includes medical benefits for thirty-six months.

HISTORY: The City's Personnel Rules include an opportunity for the employee who retires with the City of Coeur d'Alene a Retirement Medical Benefit that provides sharing of the medical expense between the City and the retiree. This occurs if all the documented criteria are met and only upon approval of the department head and the Deputy City Administrator. This benefit is viewed as a management tool allowing long-term City employees the opportunity to retire and the City to manage personnel change in a more cost effective manner.

The approval of Department Head and the City Administrator is generally contingent upon a commitment from the retiree to provide up to two hundred forty (240) hours of job related transition duties and established processes to be completed by a date certain after retirement. The approval is always contingent upon absolute cost savings and the balancing of resources.

FINANCIAL ANALYSIS: Alicia Cargile's expertise will be utilized on a contract labor basis commencing on the 1st day of October 2006. Her retirement gives the Library an opportunity to reorganize staff positions based on best practices and current conditions.

QUALITY OF LIFE ANALYSIS:

In reviewing the criteria in Rule XI, Section 12 of the Personnel Rules, Alicia Cargile satisfies the requirements for consideration of providing medical benefits in that she is eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.; the minimum savings to the City is anticipated to be at least \$6,000 per year for 3 years (minimum is \$6,000.00 per year); and the Department Head and Deputy City Administrator support the necessity of the retiree's consultation and this request.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve a Consultant Labor Services Agreement with Alicia Cargile for a period of thirty-six (36) months, which includes medical benefits for thirty-six months.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

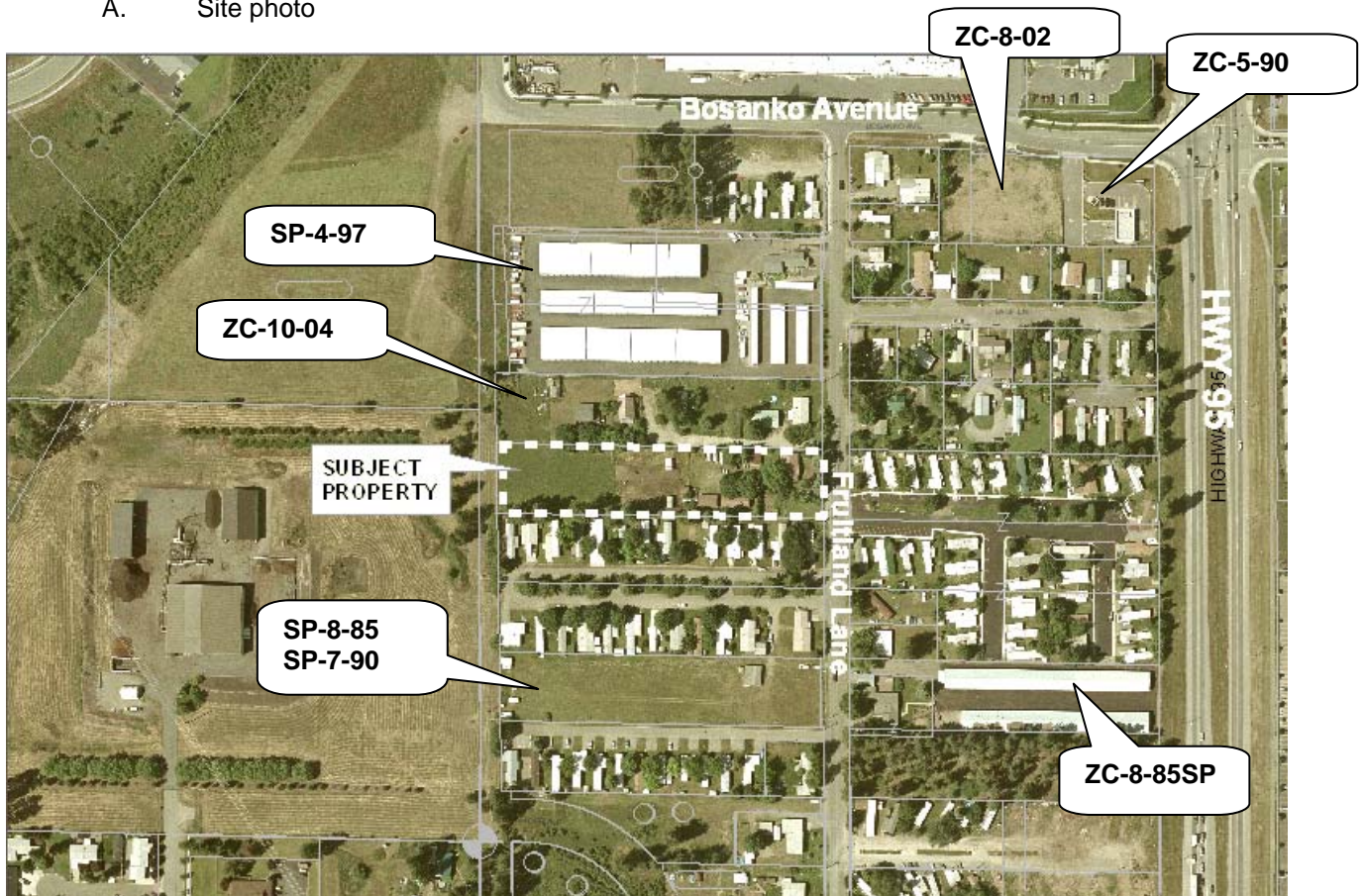
FROM: JOHN J. STAMSOS, ASSOCIATE PLANNER
DATE: SEPTEMBER 19, 2006
SUBJECT: ZC-8-06 – ZONE CHANGE FROM MH-8 TO R-12
LOCATION: +/- 1.82-ACRE PARCEL AT 3615 N. FRUITLAND LANE

DECISION POINT:

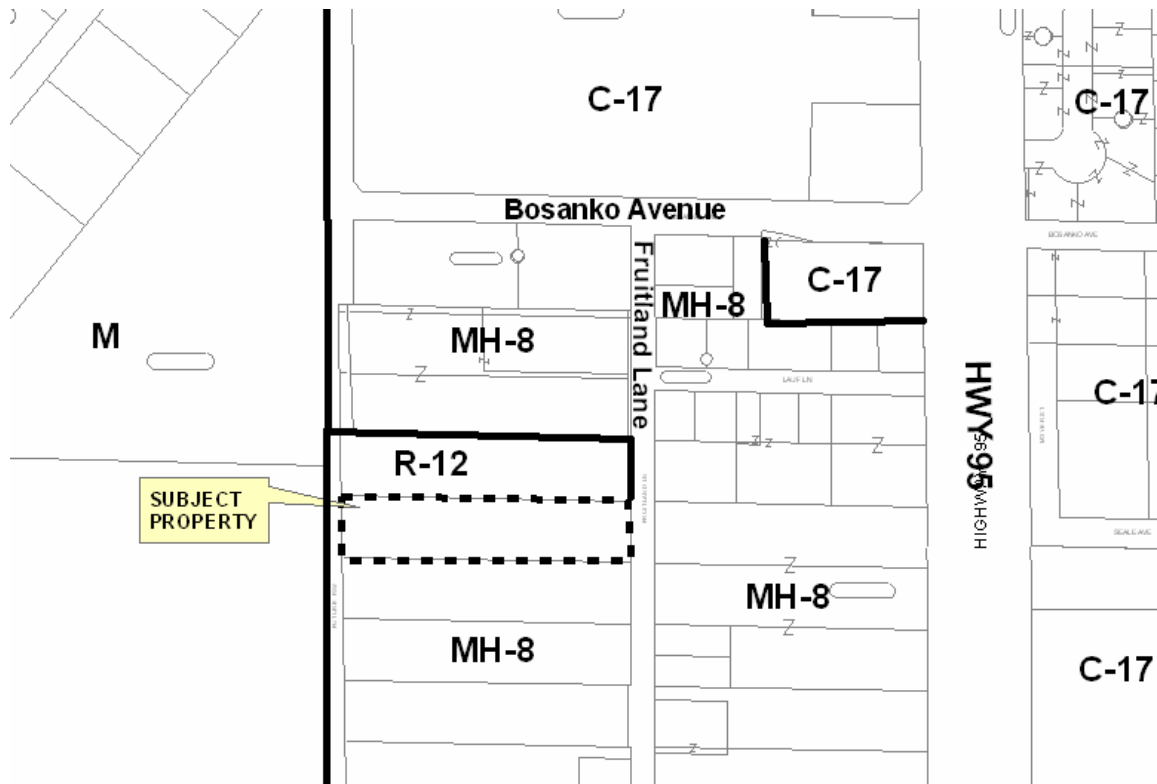
Lela Wilson is requesting a zone change from MH-8 (Mobile Home at 8 units per gross acre) to R-12 (Residential at 12 units/acre) at 3615 N. Fruitland Lane.

GENERAL INFORMATION:

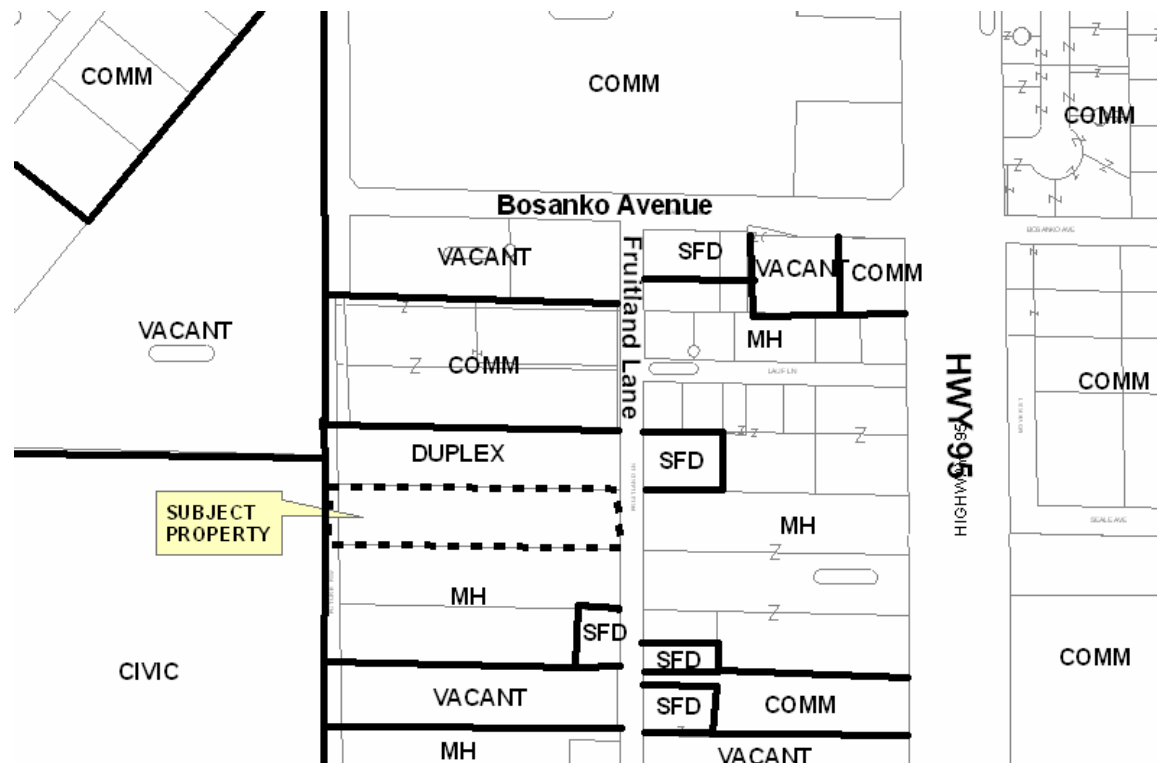
A. Site photo



B. Zoning:



C. Generalized land use pattern:



- D. Applicant: Lela Wilson
6135 Courcelles Parkway
Coeur d'Alene, ID 83815
- E. Owner: Dennis and Donna Euler
3615 N. Fruitland Lane
Coeur d'Alene, Idaho
- F. Land uses in the area include residential - single-family, duplex, mobile homes, mobile home parks, commercial – retail sales and service and vacant land.
- G. The subject property contains two duplexes and two mobile homes.
- H. Previous actions in the area:
1. SP-8-85 - Approved June 11, 1985 - mobile home park at 11 units/acre.
 2. SP-7-90 - Approved June 11, 1990 - mini-storage.
 3. ZC-8-85SP – Approved July 16, 1985 – R-12 to MH-8 & mini-storage.
 4. ZC-5-90 – Approved July 10, 1990 – MH-8 to C-17.
 5. SP-4-97 – Approved July 8, 1997 – Mini-storage.
 6. ZC-8-02 – Approved August 13, 2002 – MH-8 to C-17.
 7. ZC-10-04 - Approved January 25, 2005 - MH-8 to R-12.
- I. The Planning Commission heard ZC-8-06 on August 8, 2006 and approved it by a 4-0 vote.

PERFORMANCE ANALYSIS:

A. Zoning

R-12 Zone, Purpose and Intent:

The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross acre.

In this district a special use permit, as prescribed in article III, chapter 17.09 of this title, may be requested by neighborhood sponsor to restrict development for a specific area in single-family, detached housing. To constitute neighborhood sponsor, sixty five percent (65%) of the people who own at least seventy five percent (75%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 1/2) gross acres bounded by street, alleys, rear lot lines or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.

In this district, a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a cluster housing development. This density increase provision is established to reflect the growing concern for energy and environment conservation.

R-12 Zone, Principal permitted uses:

Single-family detached housing.

Duplex housing.

Cluster housing.

Essential service (underground).

"Home occupations" as defined in this title.

Administrative.

R-12 Zone, Uses allowed by special use permit:

Public recreation, whether or not buildings are involved.

Neighborhood recreation.

Community education.

Religious assembly.

Convenience sales.

Essential service (aboveground).

Restriction to single-family only (see district column).

Community assembly.

Commercial recreation.

Two (2) unit per gross acre density increase (see district column).

Group dwelling-detached housing.

Community organization.

Childcare facility.

Juvenile offenders facility.

Boarding house.

Handicapped or minimal care facility.

Noncommercial kennel.

Commercial film production.

Evaluation: The Planning Commission, based on the information before them, must determine if the R-12 zone is appropriate for this location and setting.

B. Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies as follows:

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as a Transition Area. It is also influenced by the Highway 95 corridor, which is designated as a High Intensity Corridor, as follows:

Transition Areas:

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

- Protect and/or enhance the integrity of existing residential areas.
- Encourage residential when close to jobs and other services.
- Discourage uses that are detrimental to neighboring uses.
- Encourage commercial clusters that will serve adjacent neighborhoods vs. city as a whole.
- Pedestrian/bicycle connections.
- Encourage cluster developments to maintain open space and forest lands.
- Overall buildout density approximately = 3 units/acre. Individual lot size will typically not be smaller than 8,000 sq. ft. (5 units/acre). Higher densities and mixed uses encouraged close to abutting transportation corridors.

High Intensity Corridors:

These are established as the primary areas where significant auto oriented community sales/service and wholesale activities should be concentrated.

- Encourage auto oriented commercial uses abutting major traffic corridors.
- The development should be accessible by pedestrian, bicycle, and auto.
- Residential uses may be allowed but not encouraged. Low intensity residential uses are discouraged.
- Encourage manufacturing/warehousing uses to cluster into districts served by major transportation corridors.
- Arterial /collector corridors defined by landscaping/street trees.
- Development may be encouraged to utilize large areas adjacent to these transportation corridors.

Page 28 – All requests for zone changes, special use permits etc., will be made considering, but not limited to:

1. The individual characteristics of the site;
2. The existing conditions within the area, and
3. The goals of the community.

Significant policies for consideration:

- 4C: "New growth should enhance the quality and character of existing areas and the general community."
- 4C3: Population growth should be compatible with preserving Coeur d'Alene's character and quality of life."
- 4C4: "Residential and mixed use development should be encouraged."
- 4C5: "New development should provide for bike paths and pedestrian walkways in accordance with the transportation plan and bike plan."
- 6A: "Promote the orderly development of land use at locations that are compatible

with public facilities and adjacent land uses.”

14A3: “All new developments must provide for immediate hook up to the sanitary sewer system.”

42A: “The physical development of Coeur d’Alene should be directed by consistent and thoughtful decisions, recognizing alternatives, affects and goals of citizens

46A: “Provide for the safe and efficient circulation of vehicular traffic.”

47C1: “Locate major arterials and provide adequate screening so as to minimize levels of noise pollution in or near residential areas.”

51A: “Protect and preserve neighborhoods both old and new.”

51A4: “Trees should be preserved and protected by support of the Urban Forestry Program and indiscriminate removal discouraged.”

51A5: “Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects.”

52B: “Promote a high standard of landscaping, building design and community development.”

52B5: “Provide a transition between different land uses by using intermediate land uses as buffers.”

53C: “New multiple-family residential areas should be compatible with the existing character of Coeur d’Alene and the immediate neighborhood.”

62A: “Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects.”

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

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

WATER:

Water is available to the subject property.

Evaluation: May require upgrades to water service(s). 12 inch main in Fruitland Lane.

Comments submitted by Terry Pickel, Assistant Water Superintendent

SEWER:

Public sewer is available and of adequate capacity to support this zone change

Evaluation: Public sewer is available within Fruitland Lane. Issues of lateral sizing will be

dictated by building code at the time applicant applies for a city permit.

Comments submitted by Don Keil, Assistant Wastewater Superintendent

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

TRAFFIC:

The ITE Trip Generation Manual estimates the project may generate approximately 0.90 peak hour trips for single family dwelling units or, 0.48 peak hour trips for multi family units.

Evaluation: Based upon the proposed R-12 request with 1.8 acres of area, the applicant could possibly install 14 single-family dwellings or 22 multi-family units on the subject property. Utilizing the noted peak hour factors, this would result in 12.6 peak hour trips for the sf'd's, or, 10.6 peak hour trips for multi-family units. The peak hour trips for mobile home parks are comparable to the rates for multi-family units. The adjoining street (Fruitland Lane) connects on both north and south ends to a cross street that has a signalized intersection (Bosnako & Neider), therefore, it can be determined that the connecting streets will accommodate the additional traffic volume.

STREETS:

1. The subject property is bordered by Fruitland Lane on the easterly boundary and the future Howard Street extension on the westerly boundary. The current right-of-way widths do not meet City standards.

Evaluation: An additional five feet (5') of right-of-way on Fruitland Lane, and thirty feet (30') for the Howard Street extension must be granted to the City as a condition of approval of the zone change.

2. Development on Fruitland Lane has been instrumental in the installation of the necessary roadway improvements for the roadway and the obtaining of right-of-way for the future Howard Street corridor to Kathleen Avenue.

Evaluation: Approval of the zone change for the subject property will require the installation of frontage improvements on Fruitland Lane and the signing of a Frontage Improvement Agreement for the improvement for Howard Street. The dedication of the right-of-way will be required as a condition of final approval of the zone change by the City Council, and, the installation of the necessary frontage improvements and signing of the Frontage Improvement Agreement will be required prior to any construction activity on the subject property.

APPLICABLE CODES AND POLICIES:

UTILITIES:

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City

- guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

STREETS:

4. All required street improvements shall be constructed prior to issuance of building permits.
5. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER:

6. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

Comments submitted by CHRIS BATES, PROJECT MANAGER

FIRE:

The standard Fire Department issues of access, water supplies, etc. will be addressed at the plan review phase. However, the bigger issue is the ability of the Fire Department (and other city services) to meet the increased demands on services such developments bring to the table, without increasing personnel and equipment.

Comments submitted by Dan Cochran, Deputy Fire Chief

POLICE:

I have no comments at this time.

Comments submitted by Steve Childers, Captain, Police Department

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

The subject property is level with no significant topographic features.

Evaluation: There are no physical limitations to future development.

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

The subject property is in a neighborhood that is a mix of single-family dwellings, mobile homes, mobile home parks, commercial and vacant land. This neighborhood recently received sewer service for the first time and Fruitland Lane was also repaved, which creates the potential for further development of vacant and under utilized parcels.

Evaluation: The Planning Commission must determine what affect the proposed use has on traffic, neighborhood character and existing land uses.

F. Proposed conditions:

1. Dedication of an additional five feet (5') of right-of-way on Fruitland Lane and thirty feet (30') for the Howard Street extension.
2. Installation of the frontage improvements (curb, sidewalk, drainage facilities and pavement widening) along the Fruitland Lane frontage prior to any construction activity on the subject property. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. Signing of a Frontage Improvement Agreement for the required improvements along the future Howard Street corridor.

E. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 1995.
Municipal Code.
Idaho Code.
Wastewater Treatment Facility Plan.
Water and Sewer Service Policies.
Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

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

If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.

If the Council denies the request, a new set of findings must be made.

**OAKWOOD MANOR
Zone Change Request
Addendum to Application**

This request is to change the existing parcel from MH-8 to R-12. The parcel is located at 3615 North Fruitland Lane in Coeur d'Alene, Idaho 83815. The parcel number is C-4050-000-054-0. It is located in Township 50N, Range 04W, and Section 02. The future plan is to develop multi-family units.

Zoning

This request is to amend the zoning district from MH-8 to R12. The existing neighborhood is a mixed use of residential and multi family housing and rentals. The proposed rezoning would be adjacent to an existing R-12 parcel and is compatible with the existing neighborhood.

R12 is intended as a residential area that permits a mix of housing types at a density of not greater than 12 dwelling units per gross acre. This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.

MH-8 is intended as a moderate density residential district for mobile homes at a density of 8 units per acre.

COMPREHENSIVE PLAN ANALYSIS

Population Goal:

To guide future planned growth in order to enhance the quality and character of the community while providing and improving the amenities and services available to Coeur d'Alene residents.

Policies:

C. New growth should enhance the quality and character of existing areas and the general community

Implementation:

C-4. Residential and mixed use development should be encouraged.

The request for R12 zoning is compatible with the mixed use neighborhood of Fruitland Lane which includes residential and multi residential duplexes and apartments and single family residential dwellings.

Transportation Goal:

Provide for the safe and efficient circulation of vehicular traffic.

Protect existing neighborhoods

High volume traffic should be discouraged from using residential streets:

Housing Goal:

To maintain and promote the residential character of Coeur d'Alene while providing a variety of housing situations.

Policies:

*A. Protect and preserve neighborhoods, both old and new.
This change of zoning will encourage the rehabilitation and upgrading of existing homes.*

Implementation:

A-1. Encourage the rehabilitation and upgrading of existing homes.

New multi family residential uses will be compatible with existing residential uses Rezoning from MH-8 to R12 is compatible with the existing mixed use area, which includes multi family dwellings such as apartment buildings, duplexes and single family dwellings.

Community Design Goal:

Coeur d'Alene's visual and physical environment should be comfortable, rich in variety, of unique and identifiable character, expressive of the city's functions, history, technology, culture and natural setting, and capable of being shaped by its inhabitants.

Policies:

D. The uniqueness of the city, and the unique characteristics of special areas and districts should be reinforced.

Implementation:

D-1. Encourage rehabilitation of existing structures.

We believe this new development will not only be compatible with the existing neighborhood but will strengthen it.

Applicant: Lela Wilson
Location 3615 N. Fruitland
Request: Proposed zone change from MH-8 (Manufactured Home)
to R-12 (Residential at 12 units/acre)
QUASI-JUDICIAL (ZC-8-06)

Associate Planner Stamos presented the staff report, gave the mailing tally as 1 in favor, 0 opposed, and 3 neutral, and answered questions from the Commission.

Public testimony open:

Steve Syrcle, applicant representative, 3712 Stack Road, Coeur d'Alene, explained the overview of the project and that the intent of the applicant is to provide affordable housing that will help enhance the character of the property. He then asked if the Commission had any questions.

Commissioner Souza inquired if these will be single-family homes.

Mr. Syrcle answered that these homes will be a combination of duplexes and tri-plexes designed with larger floor plans that will be attractive for potential buyers.

Commissioner Bowlby inquired if these homes will be rental properties.

Mr. Syrcle explained that these homes would be sold as condominiums.

Commissioner Bowlby questioned if any of the surrounding residents have complained of odors in this area.

Mr. Syrcle commented that he has not heard any complaints but added that currently there are horses on the property.

Eddie Keith, 3849 S. Stack Road, Coeur d'Alene, commented that he has been working on this project and that part of their vision is to provide a high quality condominium project that will still be affordable. He commented that he has known the owners of the property for 12 years and that it is their desire to build homes that will benefit the community.

Public testimony closed.

Motion by Bowlby, seconded by Souza, to approve Item ZC-8-06. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner George	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Souza	Voted	Aye

Motion to approve carried by a 4 to 0 vote. Motion approved.

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

A. INTRODUCTION

This matter having come before the Planning Commission on August 8, 2006, and there being present a person requesting approval of ITEM ZC-8-06, a request for a zone change from MH-8 (Mobile Home at 8 units per gross acre) to R-12 (Residential at 12 units/acre) zoning district.

LOCATION +/- 1.82-acre parcel at 3615 N. Fruitland Lane

APPLICANT: Lela Wilson

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

- B1. That the existing land uses are residential - single-family, duplex, mobile homes, mobile home parks, commercial – retail sales and service and vacant land
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is MH-8 (Mobile Home at 8 units per gross acre)
- B4. That the notice of public hearing was published on July 22, 2006, and August 1, 2006, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on July 31, 2006, which fulfills the proper legal requirement.
- B6. That 24 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on July 21, 2006, and 4 responses were received: 1 in favor, 0 opposed, and 3 neutral.
- B7. That public testimony was heard on August 8, 2006 with Steve Syrcle, applicant's representative explaining the request.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - 4C4: "Residential and mixed use development should be encouraged,"

 We do need this kind of development and the property is located in a transitional area.
 - 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."

 This is orderly development and it is along Fruitland Lane.
 - 53C: "New multiple-family residential areas should be compatible with the existing character of Coeur d'Alene and the immediate neighborhood."

 This is a new multi-family area that is compatible with development to the north.

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

This is based on the staff report and new projects in the area.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the subject property is flat with no physical constraints.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and existing land uses because Fruitland Lane can handle the additional traffic and the proposed use is compatible with the surrounding neighborhood.

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

1. Dedication of an additional five feet (5') of right-of-way on Fruitland Lane and thirty feet (30') for the Howard Street extension.
2. Installation of the frontage improvements (curb, sidewalk, drainage facilities and pavement widening) along the Fruitland Lane frontage prior to any construction activity on the subject property. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. Signing of a Frontage Improvement Agreement for the required improvements along the future Howard Street corridor.

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

ROLL CALL:

Commissioner Bowlby	Voted Aye
Commissioner George	Voted Aye
Commissioner Messina	Voted Aye
Commissioner Souza	Voted Aye

Commissioners Jordan and Rasor were absent.

Motion to approve carried by a 4 to 0 vote.


CHAIRMAN JOHN BRUNING

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

A. INTRODUCTION

This matter having come before the City Council on September 19, 2006, and there being present a person requesting approval of ITEM ZC-8-06, a request for a zone change from MH-8 (Mobile Home at 8 units per gross acre) to R-12 (Residential at 12 units/acre) zoning district.

LOCATION +/- 1.82-acre parcel at 3615 N. Fruitland Lane

APPLICANT: Lela Wilson

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

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

- B1. That the existing land uses are residential - single-family, duplex, mobile homes, mobile home parks, commercial – retail sales and service and vacant land
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is MH-8 (Mobile Home at 8 units per gross acre)
- B4. That the notice of public hearing was published on September 2, 2006, and September 12, 2006, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on September 11, 2006, which fulfills the proper legal requirement.
- B6. That 24 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 1, 2006, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on September 19, 2006.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

Criteria to consider for B9:

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

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

Criteria to consider for B10:

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

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

Criteria to consider for B11:

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

C. **ORDER: CONCLUSION AND DECISION**

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

Special conditions applied are as follows:

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

ROLL CALL:

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

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

**Finance Department
Staff Report**

Date: September 19, 2006
From: Troy Tymesen, Finance Director
Subject: Amending the 2005-2006 Fiscal Year Appropriations (Budget)

Decision Point:

To set the public hearing to review and approve the amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2005-2006.

History:

The City Council annually amends the original appropriations ordinance.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment to the appropriations ordinance at the second Council meeting in September.

Performance Analysis:

Revenues in excess of the anticipated budget plus fund balance will cover the increased expenses and transfers.

Decision Point:

To set the public hearing to review and approve the amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2005-2006.

CITY OF COEUR D'ALENE
FISCAL YR 2005-06 BUDGET AMENDMENT

09/14/06

	<u>FY 05-06 BUDGETED</u>	<u>FY 05-06 PROJECTED</u>	<u>Projected Increase</u>
<u>TAXES</u>			
CURRENT YEAR	<u>10,817,860</u>	<u>10,817,860</u>	<u>0</u>
<u>FEES & LICENSES</u>			
CABLEVISION	173,000	187,431	14,431
NATURAL GAS	350,000	442,559	92,559
ELECTRICITY	785,000	832,355	47,355
BUS. LICENSE	68,000	68,000	0
BLDG/INSPECTN	1,230,000	1,685,153	455,153
BLDG/INSPECTN MECHANICAL	120,000	138,145	18,145
STORMWATER REVIEW	2,500	2,500	0
PLUMBING INSPECTION	180,000	233,188	53,188
ENCROACHMENT PERMITS	45,000	45,000	0
ELECTRICAL PERMITS	10,000	15,000	5,000
BUS. PERMITS	12,000	14,000	2,000
BURN PERMITS	1,600	1,600	0
SIGN PERMITS	16,000	17,014	1,014
BID SPECS	2,000	2,000	0
OCCUPANCY	96,000	96,000	0
TOTAL FEES AND LICENSES	<u>3,091,100</u>	<u>3,779,945</u>	<u>688,845</u>
<u>INTERGOVERNMENTAL</u>			
LIQUOR	470,000	470,000	0
HIGHWAY USER	1,398,765	1,472,539	73,774
REVENUE SHARE	1,400,000	1,626,322	226,322
SALES TAX	494,000	625,396	131,396
HIGHWAY DIST	430,000	467,755	37,755
KOOTENAI CNTY EMSS	1,012,472	1,012,472	0
FEDERAL GRANT	254,996	309,982	54,986
STATE GRANT	127,752	188,747	60,995
SCHOOL RESOURCE OFFICER	169,000	176,675	7,675
OTHER INCOME (THRU CNTY)	7,000	13,264	6,264
TOTAL INTERGOVERNMENTAL	<u>5,763,985</u>	<u>6,363,152</u>	<u>599,167</u>
<u>SERVICES</u>			
ANNEX/ZONING FEES	45,000	82,820	37,820
FEES FOR DOCUMENT PREP	1,500	2,630	1,130
POLICE	10,000	15,491	5,491
STREET	20,060	20,060	0
STREET WEAR	204,300	204,300	0
BILLING	13,000	13,000	0
RECREATION	200,000	220,395	20,395
MAP/CODE BOOKS	2,350	2,350	0
RENTS & LEASES	16,000	31,711	15,711
TOTAL SERVICES	<u>512,210</u>	<u>592,757</u>	<u>80,547</u>
<u>FINES/FORFEITS</u>			
DISTRICT COURT	240,000	240,000	0
RESTITUTIONS	6,000	8,376	2,376
PARKING	58,000	61,125	3,125
DRUG TASK FORCE	10,000	13,319	3,319
ORDINANCE VIOLATIONS	600	2,147	1,547
NSF CHECK FEES	2,400	2,400	0
TOTAL FINES AND FORFEITS	<u>317,000</u>	<u>327,367</u>	<u>10,367</u>

FISCAL YR 2005-06 BUDGET AMENDMENT

	FY 05-06 BUDGETED	FY 05-06 PROJECTED	Projected Increase
<u>INTEREST EARNINGS</u>			
INTEREST EARNINGS	60,000	189,479	129,479
<u>MISCELLANEOUS</u>			
SURPLUS SALE	12,000	19,828	7,828
OTHER	8,000	8,000	0
PROCEEDS FROM GO BOND		389,847	389,847
PROCEEDS FROM LEASE	346,626	0	(346,626)
TOTAL MISCELLANEOUS	366,626	417,675	51,049
<u>TRANSFERS</u>			
INTERFUND TRANSFER	1,398,675	1,398,675	0
TRF FROM IMPACT FEES			0
TRF FROM ANNEXATIONS FEES	410,000	410,000	0
TOTAL TRANSFERS	1,808,675	1,808,675	0
DESIGNATED FUND BALANCE	14,140	14,140	0
FUND BALANCE	272,948	1,363,378	1,090,430
TOTAL FUND BALANCE	287,088	1,377,518	1,090,430
TOTALS	23,024,544	25,674,428	2,649,884

<u>SUMMARY</u>	FY 05-06 BUDGETED	FY 05-06 PROJECTED	Projected Increase
Taxes	\$ 10,817,860	\$ 10,817,860	\$ -
Fees and Licenses	3,091,100	3,779,945	688,845
Intergovernmental	5,763,985	6,363,152	599,167
Services	512,210	592,757	80,547
Fines and Forfeits	317,000	327,367	10,367
Interest	60,000	189,479	129,479
Miscellaneous	366,626	417,675	51,049
Interfund Transfer	1,808,675	1,808,675	0
Beginning Balance	287,088	1,377,518	1,090,430
TOTAL GENERAL FUND	\$ 23,024,544	\$ 25,674,428	\$ 2,649,884

CITY OF COEUR D'ALENE
FISCAL YR 2005-06 BUDGET AMENDMENT

09/14/06

<u>General Fund - Added Expenses</u>	<u>Cost</u>	
Admin - Deputy City Administrator position	34,000	
MS - Audio Visual minor equipment	10,000	FB
MS - Minor Equipment - table & chairs	3,077	
MS - Licensing Background Checks	5,800	
Planning - Professional Services - Overheight Study & Four Corners	28,000	
Police - Overtime	35,000	
Police - Grants - LLEBG	665	
Police - Grants - Byrne Grant	60,330	
Police - Tuition Reimbursement - PD Assoc contract	1,000	
Police - Motorcycle Program - radar purchase from MPH	2,147	
Police - Drug Dog Reserve	3,000	FB
Police - increased utility rates and solid waste charges	16,550	
Police - Training SRO funded through the County	7,675	
Fire - Overtime	55,000	
Fire - FEMA Fire Prevention and Safety Grant	54,986	
Fire - Fuels	9,500	
General Government - Ramsey property	465,000	FB
General Government - Library project	300,000	FB
General Government - Pedestrian Ramps	45,000	
General Government - Transfer to Insurance Fund	1,000,000	FB
Streets - Equipment Storage Building	65,000	FB
Growth Services - FTA Grant match for public transportation	25,000	
Growth Services - Overlay	203,540	FB
Building Inspection and Growth Services - Vehicles	50,000	
Building Inspection - Minor Equip - laptops, cameras, review monitor	26,600	
Building Inspection - Professional Services - Plan reviews	86,700	
Recreation - increase in parttime wages offset by increase in tournament revenues	20,395	
Recreation - Field Lights at Ramsey	32,600	FB
Drug Task Force - audio video camera	876	
Drug Task Force - computers	2,443	
	<u>\$ 2,649,884</u>	

FISCAL YR 2005-06 BUDGET AMENDMENT

<u>Other Funds - Added Expenses</u>		<u>Cost</u>
004-013	Street Lighting - Annual Operation	40,000
023-093	Capital Projects - NW Blvd	3,200
023-090	Capital Projects - Ped Ramps	50,000
023-092	Capital Projects - 4th St - PAC Grant	388,000
023-093	Capital Projects - Govt Way - I-90 to Dalton	4,000
023-124	Capital Projects - Seltice - PAC Grant	136,000
026-021	Water Fund - Outside Professional Services - Annie Well	40,000
026-021	Water Fund - Insurance Claims	10,000
026-021	Water Fund - Maint Pumping Station - Material - Annie	57,000
026-021	Maint Services - Material	40,000
026-021	Water Fund - Power Purchased for Pumping	60,000
026-021	Water Fund - Capital Outlay	(207,000)
028-043	2006 GO Bond Capital Projects - Police Station Lease Payment	228,175
028-043	2006 GO Bond Capital Projects - Fire Station Lease Payment	161,714
023-043	2006 GO Bond Capital Projects - Library Building expenditures	2,000,000
023-043	2006 GO Bond Capital Projects - Fire Station II Remodel	178,084
023-043	2006 GO Bond Capital Projects - Fire Station Tower Training Facility	158,805
023-043	2006 GO Bond Capital Projects - Fire Dept Equipment	213,098
023-043	2006 GO Bond Capital Projects - Fire Administration Building	2,500
028-043	2006 GO Bond Capital Projects - Bond Issuance Costs	130,000
028-043	2006 GO Bond Capital Projects-transfer to G.F. to reimburse FY 04-05	128,000
029-049	2006 GO Bond Debt Service Payment - due 8/1/06	1,000,000
030-027	Kootenai County Solid Waste receipt turnovers	1,500,000
031-022	Wastewater - Services & Supplies	500,000
031-022	Wastewater - Capital Outlay	(500,000)
032-014	Sanitation - Garbage Collection	180,000
032-014	Sanitation - Transfer to G.F. for Street Wear	20,000
038-047	Stormwater - Office Supplies - postage	12,000
038-047	Stormwater - Motor Fuels	18,000
038-047	Stormwater - leaf pickup	10,000
038-047	Stormwater - R/M Other	18,500
038-047	Stormwater - share of 4th St improvements	100,000
048-042	LID Guarantee Fund - transfer to LID 137	76,000
067-095	Insurance Fund - Insurance Premium	16,000
070-095	Parking Fund - Repair Street Lights at Independence Point	8,060
070-095	Parking Fund - Capital Outlay	(8,060)
071-037	Arts Commission - Arts and Crafts Instructors & Directors	1,000
072-100	AJW Properties - Ramsey South Property	465,000
072-100	Parks Capital Improvements - Cherry Hill	240,000
072-100	Parks Capital Improvements - Bikeway	14,000
078-025	Kootenai Metropolitan Planning Organization	150,000
		<u><u>\$ 7,642,076</u></u>

COUNCIL BILL NO. 06-1031
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 3230, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2005 APPROPRIATING THE SUM OF ~~\$66,600,948~~ \$76,892,908, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$10,291,960; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

SECTION 1. That Section 1 of Ordinance 3230, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$66,600,948~~ \$76,892,908, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2005.

SECTION 2. That Section 2 of Ordinance 3230; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$	175,725	
Administration-----		418,320	452,320
Finance Department-----		645,185	
Municipal Services-----		947,600	966,477
Human Resources-----		221,017	
Legal Department-----		1,033,390	
Planning Department-----		432,142	460,142
Building Maintenance-----		335,153	
Police Department-----		7,067,804	7,133,176
K.C.J.A. Task Force-----		24,140	27,459
C.O.P.S. Grant-----		317,450	
Local Law Enforcement Grant-----		75,347	76,012
Byrne Grant-----		38,044	98,374
Fire Department-----		4,535,364	4,654,850
General Government-----		134,222	1,944,222
Growth Services-----		1,940,131	2,331,971
US Streets/Garage-----		2,537,143	2,602,143

Parks Department-----	1,205,176	
Recreation Department-----	689,495	742,490
City Properties-----	<u>251,697</u>	<u> </u>
TOTAL GENERAL FUND EXPENDITURES:	\$23,024,545	<u>\$25,674,429</u>
 SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund-----	\$ 872,650	
Impact Fee Fund-----	1,972,000	
Parks Capital Improvements-----	370,000	1,089,000
Annexation Fee Fund-----	410,000	
Insurance / Risk Management-----	275,500	291,500
Cemetery Fund-----	<u>262,332</u>	<u> </u>
TOTAL SPECIAL FUNDS:	\$ 4,162,482	<u>\$4,897,482</u>
 ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund-----	\$ 491,711	531,711
Water Fund-----	9,234,473	
Wastewater Fund-----	15,523,459	
Water Cap Fee Fund-----	1,400,000	
WWTP Cap Fees Fund-----	4,234,109	
Sanitation Fund-----	2,701,122	2,901,122
City Parking Fund-----	472,249	
Stormwater Management-----	<u>1,131,137</u>	<u>1,289,637</u>
TOTAL ENTERPRISE EXPENDITURES:	\$35,188,260	<u>\$35,586,760</u>
 TRUST AND AGENCY FUNDS:-----		
	780,407	2,431,407
STREET CAPITAL PROJECTS FUNDS:-----		
	2,016,580	1,597,780
2006 GO BOND CAPITAL PROJECT FUND:--		
	0	4,200,376
DEBT SERVICE FUNDS:-----		
	<u>1,428,674</u>	<u>2,504,674</u>
GRAND TOTAL OF ALL EXPENDITURES:	\$66,600,948	<u>\$76,892,908</u>

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance is hereby repealed.

SECTION 4. This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by this Mayor this 19th day of September, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

INFORMATION SECTION
Including
Correspondence
Board, Commission, Committee Minutes

September 11, 2006
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Dixie Reid, Committee Chairman
Council Member Woody McEvers
Council Member Mike Kennedy

CITIZENS PRESENT

Jenifer Harbour, Item #1
Ron Ayers, Item #1
Dick Stauffer, Item #1

STAFF PRESENT

Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Sid Fredrickson, WW Supt.
Dave Shults, Capital Program Mgr.
Jim Markley, Water Supt.
Amy Ferguson, Committee Liaison
Chris Bates, Project Manager

Item 1 V-06-4 – Vacation of North Street Between Davidson & Emma Avenue
Consent Calendar

Christopher Bates, Project Manager, on behalf of Ron Ayers, applicant and owner of the property that adjoins both sides of North Street, presented a request for the vacation of the developed roadway in order to combine the properties that are situated on either side. Mr. Bates explained in his staff report that this vacation will allow the applicant to proceed with a development plan that will utilize the complete property. Further, Mr. Bates explained that there are no sanitary or stormwater facilities in the street, however, there is a 6" City water main, which has since been abandoned. Jim Markley, Water Superintendent, confirmed that the water main is no longer in service, and can either remain in place or be removed. After questioning from the committee, Mr. Bates stated that the vacation should have minimal impact upon citizens and that everyone within 300 feet of the proposed vacation would receive notification of the Public Hearing.

**MOTION: RECOMMEND Council direct staff to proceed with the vacation process
and set a public hearing date for October 17, 2006.**

Item 2 Change Order #5 for WWTP Phase 4B
Consent Calendar

Dave Shults, Capital Program Manager, presented a request to approve Change Order #5, for an increased cost of \$37,465.00 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,304,358.00. Mr. Shults' staff report included a detailed breakdown of the proposed changes and costs. The staff report further explained that Change Order #5 includes a total of 24 changes. Six items are for extra work due to encountering conditions that were unknown at the time of design. Two items improve the appearance and irrigation of the landscaped berm that surrounds the plant. Eight items are necessary to resolve design conflicts with added materials and labor. Four items add improvements for better operation and safety of the facilities. Four items eliminated work or materials that staff believes is not needed at this time. The changes require no added delays for project completion, and are considered normal for this type of construction. The total change order percentage to date, expressed as a comparison to the original construction bid amount, is 3.2%.

MOTION: RECOMMEND Council approval of RESOLUTION NO. 06-057 approving Change Order #5 in the amount of \$37,465.00 to the City's agreement with Contractors Northwest, Inc., for a total construction contact amount of \$11,304,358.00.

**Item 3 Purchase of Armstrong Park Water System
For Information Only**

Mike Gridley, City Attorney, informed the committee that the negotiations for the purchase of the Armstrong Park Water System are nearing completion. Mr. Gridley was instructed to bring the final agreement back to the Public Works Committee for review before sending it on to the Council for approval at the first Council meeting in October, if possible.

MOTION: NO MOTION. For Information Only.

The meeting adjourned at 4:34 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 7/31/06	RECEIPTS	DISBURSE- MENTS	BALANCE 8/31/06
<u>General-Designated</u>	\$1,179,218	\$4,013	\$12,414	\$1,170,817
<u>General-Undesignated</u>	7,712,387	4,548,467	5,287,098	6,973,756
<u>Special Revenue:</u>				
Library	191,923	17,205	80,594	128,534
Cemetery	(11,858)	21,612	22,433	(12,679)
Parks Capital Improvements	939,595	15,972	39,925	915,642
Impact Fees	2,283,678	81,935		2,365,613
Annexation Fees	54,474	187		54,661
Insurance	965,552	6,974	1,319	971,207
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,300,355	17,325	1,071,895	245,785
LID Guarantee	162,336	558		162,894
LID 124 Northshire/Queen Anne/Indian Meadows	102,454	3,110		105,564
LID 127 Fairway / Howard Francis	103,761			103,761
LID 129 Septic Tank Abatement	265,563	81		265,644
LID 130 Lakeside / Ramsey / Industrial Park	240,043		630	239,413
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	45,273			45,273
LID 137 Govt Way / Kathleen / WWTP Cap Fees	74,666			74,666
LID 143 Lunceford / Neider	48,613	163		48,776
LID 145 Government Way	-			-
LID 146 Northwest Boulevard	198,643			198,643
LID 148 Fruitland Lane Sewer Cap Fees	-	13,193		13,193
<u>Capital Projects:</u>				
Street Projects	1,581,215	43,040	145,215	1,479,040
2006 GO Bond Capital Projects	(653,466)	7,755,180	520,462	6,581,252
<u>Enterprise:</u>				
Street Lights	(132,560)	42,396	32,566	(122,730)
Water	942,704	379,356	248,086	1,073,974
Water Capitalization Fees	2,721,818	54,906		2,776,724
Wastewater	4,849,170	530,307	872,487	4,506,990
Wastewater-Reserved	1,502,080	27,500		1,529,580
WWTP Capitalization Fees	5,471,503	279,134		5,750,637
WW Property Mgmt	60,668			60,668
Sanitation	214,284	275,469	234,408	255,345
Public Parking	509,388	12,168	7,988	513,568
Stormwater Mgmt	253,427	107,412	32,292	328,547
Water Debt Service	118	1		119
Wastewater Debt Service	343	1		344
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	176,803	186,217	176,803	186,217
LID Advance Payments	606	316		922
Police Retirement	1,379,401	22,427	20,619	1,381,209
Cemetery P/C	1,926,073	27,104	2,312	1,950,865
Sales Tax	981	1,404	981	1,404
Fort Sherman Playground	7,905	27		7,932
Jewett House	5,967	20	963	5,024
KCATT	3,082	11		3,093
Reforestation	185,153	5,037	1,000	189,190
CdA Arts Commission	1,197	4	9	1,192
Public Art Fund	58,722	202	10,000	48,924
Public Art Fund - LCDC	76,959	10,265		87,224
Public Art Fund - Maintenance	61,326	211	31	61,506
KMPO - Kootenai Metro Planning Org	37,544	19,875	4,551	52,868
BID	107,774	11,683	70	119,387
Homeless Trust Fund	255	228	255	228
GRAND TOTAL	\$37,207,117	\$14,522,696	\$8,827,406	\$42,902,407

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
31-Aug-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2006	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$152,380	\$142,738	94%
	Services/Supplies	23,345	14,352	61%
Administration	Personnel Services	364,030	364,334	100%
	Services/Supplies	54,290	44,446	82%
Finance	Personnel Services	520,965	455,480	87%
	Services/Supplies	124,220	79,377	64%
Municipal Services	Personnel Services	581,262	520,784	90%
	Services/Supplies	352,339	290,756	83%
	Capital Outlay	14,000	13,526	97%
Human Resources	Personnel Services	167,065	153,908	92%
	Services/Supplies	53,952	33,648	62%
	Capital Outlay			
Legal	Personnel Services	925,404	854,941	92%
	Services/Supplies	107,986	91,314	85%
	Capital Outlay			
Planning	Personnel Services	408,242	375,258	92%
	Services/Supplies	23,900	44,012	184%
Building Maintenance	Personnel Services	154,053	140,966	92%
	Services/Supplies	181,100	135,677	75%
	Capital Outlay			
Police	Personnel Services	6,395,776	5,777,280	90%
	Services/Supplies	465,402	393,093	84%
	Capital Outlay	206,626	182,384	88%
Fire	Personnel Services	4,204,574	3,891,175	93%
	Services/Supplies	330,789	260,644	79%
	Capital Outlay		57,463	
General Government	Personnel Services	62,400	6,817	11%
	Services/Supplies	71,822	816,822	1137%
Local Law Enforcemnt Grant	Services/Supplies	17,520	18,185	104%
Byrne Grant (Federal)	Personnel Services	13,883	21,782	157%
	Services/Supplies	43,944	19,060	43%
	Capital Outlay			
COPS Grant	Services/Supplies	317,450	202,551	64%
Byrne Grant	Personnel Services	35,044	35,501	101%
	Services/Supplies	3,000	2,023	67%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	14,722	61%
	Capital Outlay		3,717	

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
31-Aug-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2006	PERCENT EXPENDED
US Streets	Personnel Services	1,617,693	1,352,002	84%
	Services/Supplies	454,450	346,956	76%
	Capital Outlay	465,000	403,534	87%
Growth Services	Personnel Services	1,212,257	960,188	79%
	Services/Supplies	697,873	673,319	96%
	Capital Outlay	30,000	67,821	226%
Parks	Personnel Services	884,276	786,450	89%
	Services/Supplies	262,900	190,183	72%
	Capital Outlay	58,000		
Recreation	Personnel Services	505,020	423,093	84%
	Services/Supplies	164,475	137,227	83%
	Capital Outlay	20,000	52,600	263%
City Properties	Capital Outlay	251,697		
Total General Fund		<u>23,024,544</u>	<u>20,852,109</u>	<u>91%</u>
Library	Personnel Services	720,012	674,600	94%
	Services/Supplies	111,614	86,261	77%
	Capital Outlay	41,024	42,011	102%
Cemetery	Personnel Services	146,252	133,084	91%
	Services/Supplies	92,080	69,187	75%
	Capital Outlay	24,000	13,440	56%
Impact Fees	Services/Supplies	1,972,000	1,851,082	94%
Annexation Fees	Services/Supplies	410,000	410,000	100%
Parks Capital Improvements	Capital Outlay	370,000	338,930	92%
Insurance	Services/Supplies	275,500	235,051	85%
Total Special Revenue		<u>4,162,482</u>	<u>3,853,646</u>	<u>93%</u>
Debt Service Fund		<u>1,428,674</u>	<u>2,429,635</u>	<u>170%</u>
Ramsey Road	Capital Outlay	1,082,000	116,286	11%
Government Way - Phase 2	Capital Outlay		3,483	
Kathleen & Atlas Signal	Capital Outlay	230,000	141,722	62%
Ped Ramps	Capital Outlay		42,336	
Northwest Boulevard	Capital Outlay		3,200	
4th St - Anton to Timber	Capital Outlay		382,765	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	694,580		
Seltice Way	Capital Outlay		135,669	
US Bank Grant - Seltice	Capital Outlay	10,000		
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay		457,071	
Library Building	Capital Outlay		1,062,786	
Fire Dept GO Bond Expenditure	Capital Outlay		385,710	
Total Capital Projects Funds		<u>2,016,580</u>	<u>2,731,028</u>	<u>135%</u>
Street Lights	Services/Supplies	491,711	392,438	80%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
31-Aug-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2006	PERCENT EXPENDED
Water	Personnel Services	1,122,946	958,195	85%
	Services/Supplies	2,648,027	1,117,909	42%
	Capital Outlay	5,123,000	3,384,274	66%
	Debt Service	340,500	340,500	100%
Water Capitalization Fees	Services/Supplies	1,400,000		
Wastewater	Personnel Services	1,687,809	1,415,859	84%
	Services/Supplies	2,890,500	1,186,952	41%
	Capital Outlay	10,025,200	7,546,163	75%
	Debt Service	919,950	920,675	100%
WW Capitalization	Services/Supplies	4,234,109		
Sanitation	Services/Supplies	2,701,122	2,386,157	88%
Public Parking	Services/Supplies	172,249	107,402	62%
	Capital Outlay	300,000	5,877	2%
Stormwater Mgmt	Personnel Services	327,003	261,484	80%
	Services/Supplies	339,134	364,736	108%
	Capital Outlay	465,000	365,800	79%
Total Enterprise Funds		<u>35,188,260</u>	<u>20,754,421</u>	<u>59%</u>
Kootenai County Solid Waste			970,596	
Police Retirement		234,000	213,604	91%
Cemetery Perpetual Care		101,000	92,593	92%
Jewett House		18,860	12,817	68%
Reforestation		23,200	3,628	16%
CdA Arts Commission		5,000	4,628	93%
Public Art Fund		20,000	12,897	64%
Public Art Fund - LCDC		20,000	9,972	50%
Public Art Fund - Maintenance		1,000	367	37%
Fort Sherman Playground		1,000		
KMPO		181,797	276,566	152%
Business Improvement District		122,000	80,000	66%
Homeless Trust Fund		5,000	3,086	62%
Total Trust & Agency		<u>732,857</u>	<u>1,680,754</u>	<u>229%</u>
TOTALS:		<u><u>\$66,553,397</u></u>	<u><u>\$52,301,593</u></u>	<u><u>79%</u></u>