

Coeur d'Alene

CITY COUNCIL MEETING

October 7, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
SEPTEMBER 16, 2008

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, September 16, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Carl Cook, Candlelight Fellowship Church.

PLEDGE OF ALLEGIANCE: Councilman Edinger led the pledge of allegiance.

PRESENTATIONS:

OUTSTANDING CITIZEN AWARD: On behalf of the Mayor and Council, Jonnie Williams was presented with an Outstanding Citizens award by Deputy Fire Chief Glenn Lauper. Deputy Chief Lauper commended Mr. Williams for his bravery in waking and getting the residents of a duplex out of their burning building. Mary Field and Helen Powell the residents of the duplex expressed their gratitude for Jonnie's heroic efforts.

PUBLIC COMMENTS:

PRESIDENTIAL CANDIDATE: Stonecalf Warriorwoman, 1421 N. 9th St. Apt. B4, shared that Mr. LaRocco's Coeur d'Alene office is starting a grassroots activist training in Coeur d'Alene. She also announced that she is running for President of the United States as an independent and would like a volunteer to run as her vice president.

SUSAN B. KOMAN BREAST CANDER AWARENESS: John Mueller, representing his wife Nancy, Public Relations Communications Chair for the Susan B. Koman for the Cure announced that October is the Breast Cancer Awareness month and the last weekend of September is the annual Race for the Cure. He asked Mayor and Council to declare September 23, 2008 as Breast Cancer Awareness Day in the City. Motion by Goodlander, seconded by Kennedy to declare September 23rd as Breast Cancer Awareness Day in Coeur d'Alene. Motion carried.

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

1. Approval of minutes for September 2, 2008.
2. Setting General Services Committee and Public Works Committee meetings for September 22nd at 12:00 noon and 4:00 p.m. respectively.
3. Acceptance of easement from Riverstone West, LLC adjacent to Riverstone Park.
4. Approval of bills as submitted and on file in the City Clerk's Office.
5. Setting of Public Hearings: A-5-08 - Annexation/zoning for 2735 Fernan Hill Road for October 21, 2008, and; Creating/amending certain city fees for October 21, 2008.
6. SS-07-8 - Final Plat approval for Kathleen Professional Condominiums.

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

COUNCIL COMMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy thanked residents for participating in the 10-year plan to end homelessness meeting held last night at the Harding Family Center. He reported that the group continues to grow with subcommittees. Last night the first phase for ending homelessness in Coeur d'Alene was presented. He thanked all the residents that have faithfully dedicated their time in addressing this issue.

COUNCILMAN MC EVERS: Councilman McEvers introduced Cub Scout Pac 210 Troop co-leader Ed Padilla who introduced Doug Yubs and the Cub Scouts who attending tonight's Council meeting in order to earn their Community badge.

COUNCILMAN BRUNING: Councilman Bruning announced that open basketball for youth will start another season beginning Sept.24th on Wednesdays and Fridays. He announced that the Police Department is continuing to write speeding tickets for speeding in school zones and asked residents to slow down while driving in school zones.

COUNCILMAN HASSELL: Councilman Hassell announced that the last meeting on the 4th Street Reconstruction Corridor and Midtown Reconstruction was held last week and final plans are now being developed. The project is anticipated to start early Spring 2009 and it is hoped to be completed within 60-90 days of when construction begins..

Councilman Hassell also announced that the next LCDC meeting is scheduled for tomorrow afternoon at 3 pm.; however, beginning in October the LCDC meetings will begin at 5:30 p.m. on the 3rd Wednesday of each month and the public is always invited.

COUNCILMAN GOODLANDER: Councilman Goodlander expressed her appreciation for the unveiling of the Mudgy and Millie statues in the downtown area. She expressed her gratitude to Susan Nipp who wrote the story of Mudgy and Millie and who worked numerous hours over the last year and a half in writing the book and working with the illustrator and has donated all her time and proceeds from the book to the Library Foundation. Councilman Hassell noted that the books are on sale in the Library. Councilman Kennedy noted that this entire project was paid for through private funding.

Councilman Goodlander did point out that the Arts Commission paid for the installation of the statues. She also noted that since the statues are in place, the City's Arts Commission will now be responsible for the maintenance of the statues and the trail markers that follow the story of Mudgy and Millie.

COUNCILMAN EDINGER: Councilman Edinger reported that last Thursday the City dedicated the Fallen Heroes Memorial at Fire Station III during a September 11th ceremony. He also noted that the Coeur D'Alene Tribe donated \$40,000 toward completing the memorial and he expressed his gratitude to the Tribe, Police Dept. and Fire Dept.

MAYOR BLOEM: Mayor Bloem reported that she and Councilman Goodlander had attended Jack Dawson's retirement party and thanked him for his role in this area's education for the past 30 years.

Mayor Bloem also congratulated Jobs Plus role in having Coeur d'Alene receive the 2nd Place ranking for recruiting small businesses as reported in the US Today magazine.

APPOINTMENTS - CDA TV, CHILDCARE COMMISSION, LIBRARY BOARD: Motion by Kennedy, seconded by McEvers to re-appoint Jim VanSky and Bruce Hathaway to the CDA TV Committee, to appoint Kim Williams to the Childcare Commission, and to re-appoint Fay Sweney to the Library Board. Motion carried.

ADMINISTRATORS REPORT: City Administrator Wendy Gabriel thanked the City's Fire Dept. for their assistance with an I-90 auto accident at 4 a.m. this morning which resulted in a fatality and vehicle fire. She also extended her appreciation to the Wastewater staff for cleaning up the foaming agent used to put the vehicle fire out and preventing it from flowing into storm sewer. She reminded residents of the upcoming forums on Education Corridor which are scheduled for September 23rd at 12 noon at Coeur d'Alene School District Midtown meeting room and for September 25th at 7 a.m. at NIC Student Union Building in the Coeur d'Alene Room. The City is currently accepting applications for Police Officers, Wastewater Collection Operator, Legal Assistant and Library Clerk. She announced that the Water Department is promoting four specialty gardening classes which are being offered by the Master Gardeners of Spokane. For more information please contact Penny at 509-477-2183.

WATER SERVICE OUTSIDE CITY LIMITS ON JOHNSON ROAD: Councilman Hassell noted that the applicant has requested that this item be moved to Oct. 7, 2008.

RESOLUTION NO. 08-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A SIDEWALK CURB RAMP - ACCESSIBILITY POLICY.

STAFF REPORT: Deputy City Administrator Jon Ingalls provided a power point presentation on the sidewalk policy, reimbursement alternatives, and implementation of the priority plan. He noted that although residents are still responsible for their sidewalks, the City is proposing an incentive program for residents that need to repair their sidewalks when these sidewalks are not part of the current 5-year replacement plan cycle. He commended the Council for their leadership and progressive stance in complying with the ADA standards for the City's sidewalks. Mr. Ingalls reported that the proposed 5-year plan includes the following areas: 3rd St from Harrison to Lakeside (08-09) Lakeside Ave from 8th to 15th (09-10) 4th from Harrison to I-90 (10-11), Harrison Ave. from Gov't Way to 15th (11-12) and Best Ave. and 3rd Street on the west side (12-13)

Motion by Hassell, seconded by Goodlander to adopt Resolution 08-050 including the 5-year plan and the dual incentive plan and to authorize staff to fully reimburse for the directed scope of work those property owners who complied with the original sidewalk repair letters by the City.

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

RESOLUTION 08-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF BUDDY'S BACKHOE, INC. FOR THE CONSTRUCTION OF THE LANDINGS COMMUNITY PARK - PHASE 1.

STAFF REPORT: Consultant John Mueller presented the bids submitted for the Landing Park, Phase 1 construction and reported that the project estimate was \$310,000.

Motion by Edinger, seconded by Hassell to adopt Resolution 08-051.

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

PUBLIC HEARING - INTENT TO EXCHANGE PROPERTY - VACATION AND QUIT CLAIM TO IDAHO DEPT. OF TRANSPORTATION AN EASEMENT AT PRAIRIE STANDPIPE PROPERTY: Motion by Kennedy, seconded by Bruning to reschedule the public hearing for the vacation and quit claim to Idaho Dept. of Transportation an easement at the Prairie Standpipe for October 7, 2008. Motion carried.

PUBLIC HEARING - AMENDMENTS TO THE 2007-2008 ANNUAL APPROPRIATIONS ORDINANCE: Mayor Bloem read the rules of order for this legislative public hearing. Finance Director, Troy Tymesen, gave the staff report.

Mr. Tymesen reviewed the proposed amendments to this fiscal year's budget and in particular reported on the City's estimated revenues compared to the actual revenues

received this fiscal year. Councilman Hassell asked if the “glitch” with the County has been corrected. Mr. Tymesen responded that he has been assured by the County that the problem has been corrected.

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

ORDINANCE NO. 3340
COUNCIL BILL NO. 08-1017

AN ORDINANCE AMENDING ORDINANCE 3334, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007 APPROPRIATING THE SUM OF ~~\$71,317,159~~ \$72,904,094, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D’ALENE IN THE SUM OF \$1,586,935; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Hassell to pass the first reading of Council Bill No. 08-1017.

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

Motion by Kennedy, seconded by Hassell to suspend the rules and to adopt Council Bill No. 08-1017 by its having had one reading by title only.

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

EXECUTIVE SESSION: Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345, § C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and § F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement;

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

The session began at 7:20 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney, Deputy City Administrator, and Human Resources Director.

Matters discussed were those of labor negotiations, property acquisition, and litigation.

No action was taken and the Council returned to their regular meeting at 8:14 p.m.

RESOLUTION 08-052

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT WITH THE LAKE CITY EMPLOYEES ASSOCIATION.

Motion by Edinger, seconded by Hassell to adopt Resolution 08-052.

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

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

The meeting adjourned at 8:25 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 08-053

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 A PROFESSIONAL SERVICES AGREEMENT WITH LMN ARCHITECTS FOR COMMERCIAL ZONING DESIGN STANDARDS; ANNUAL RENEWAL RATES AND BENEFIT PLAN CHANGES FOR EMPLOYEE INSURANCES; BID AWARD AND APPROVAL OF A CONTACT WITH POLIN & YOUNG CONSTRUCTION, INC. FOR THE REMODEL TO FIRE STATION 1; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH JUB ENGINEERS FOR 4TH STREET IMPROVEMENTS AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH INLAND NORTHWEST CONSULTANT'S INC. FOR THE NEIDER AVE. / HOWARD STREET EXTENSION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 5" and by reference made a part hereof as summarized as follows:

- 1) Approval of a Professional Services Agreement with LMN Architects for Commercial Zoning Design Standards;
- 2) Annual Renewal Rates and Benefit Plan Changes for Employee Insurances;
- 3) Bid Award and approval of a Contact with Polin & Young Construction, Inc. for the remodel to Fire Station 1;
- 4) Approval of a Professional Services Agreement with JUB Engineers for 4th Street Improvements;
- 5) Approval of a Professional Services Agreement with Inland Northwest Consultant's Inc. for the Neider Ave. / Howard Street extension;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 5" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify

said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 7th day of October, 2008.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Date: September 22, 2008
To: General Services Committee
From: David Yadon, Planning Director
Subject: **Professional Services Contract** with LMN Architects

Decision Point

Should the City enter into a professional services contract with LMN Architects

History

On July 17, 2008, the City Council authorized the Planning Commission to precede with the development of city-wide commercial zoning districts design standards as. The objects for this project had been developed by the Planning Commission with assistance from city staff and consultant Mark Hinshaw. The scope of this project covers a number of the Planning Commission's top priorities for code amendments that have been endorsed by the City Council. Some of these priorities included lighting, landscaping & tree retention, screening of rooftop equipment and other commercial development standards compatible with the Comprehensive Plan.

The City has had an existing contract for previous professional services with LMN Architects (Mark Hinshaw). The Legal Department has opined that although it is possible to continue work on this project under the existing agreement, it is cleaner to establish a new contract.

Financial Analysis

The cost for this work is \$29,990.(See attached contract scope of work for details). The Council has approved \$34,000 for professional services in the upcoming budget.

Performance Analysis

The proposed contract recognizes the Council's action to address code updating priorities.

Quality of Life Analysis

The proposed work will provide for more effective regulation of development.

Decision Point Recommendation

Enter into a professional services contract with LMN Architects

PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF COEUR D'ALENE

and

LMN ARCHITECTS

THIS Agreement, made and entered into this 7th day of October, 2008, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **LMN ARCHITECTS**, Seattle, Washington, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "CITY" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means LMN Architects, 801 Second Avenue, Suite 501, Seattle, Washington 98104.

Section 2. Employment of Consultant.

The CITY hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Proposed Scope and Fee document attached hereto as Exhibit "A", and incorporated herein by reference.
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Proposed Scope and Fee.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the CITY against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance.

- A. The services of the Consultant shall commence upon execution of this agreement by the CITY and shall be completed on or before April, 1, 2009. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed Twenty Nine Thousand Nine Hundred and Ninety Dollars and NO/100 (\$29,990.00).
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

- A. The City will pay the Consultant, on a monthly "as-billed" basis, up to the amount set forth in Section 6. Monthly invoices, in a form acceptable to the City, shall be submitted to the City along with time and expense records identifying the work performed up to the date of the invoice. Each invoice shall also specify charges as they relate to the tasks in the Scope of Work and shall also provide a total of costs incurred and payments made to date. Payment will be rendered within forty-five (45) calendar days of receipt of billings submitted to the City.
- B. If the services subject to a specific invoice do not meet the requirements of this Agreement as the City may determine, The City may notify Consultant in writing and provide specific deficiencies in the work that do not meet the requirements. Consultant shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in the City's written notice. If the City again determines the work fails to meet the requirement, The City may withhold payment until the deficiencies have been corrected or may terminate this Agreement for cause as set forth in Section 8 of this Agreement.

Section 8. Termination of Agreement for Cause.

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

Section 9. Termination for Convenience of CITY.

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

Section 10. Modifications.

The CITY may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as

ordered in writing by the CITY, and the CITY agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

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

Section 12. Interest of Members of City and Others.

No officer, member, or employee of the CITY and no member of its governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

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

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

Section 14. Interest of Consultant.

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

Section 15. Findings Confidential.

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

Section 16. Publication, Reproduction and Use of Materials.

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

Section 17. Audits and Inspection.

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

Section 18. Jurisdiction; Choice of Law.

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

Section 19. Non-Waiver.

The failure of the CITY at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this

Agreement or any part thereof, or the right of the CITY thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes.

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

Section 21. Relationship of the Parties.

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

Section 22. Integration.

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

Section 23. CITY Held Harmless.

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

Section 24. Notification.

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

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

- A. Consultant shall maintain general liability insurance naming the CITY as an additional insured in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.
- B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the CITY or City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.
- C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.
- D. Prior to work under this Agreement, the Consultant shall furnish to the CITY certificates of the insurance coverages required herein, which certificates must be approved by the CITY's and or City's Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the CITY prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

LMN Architects

Sandi Bloem, Mayor

By _____
Its _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name/Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of October, 2008, 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 _____)
) ss.
County of _____)

On this ____ day of October, 2008, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **LMN Architects**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

Exhibit "A" Scope of Work

Commercial Design Standards

Task	Person-Hours MH	BH
1. Investigate/Analyze C-17 and C-17L Zones -- patterns of development -- pedestrian setting -- examples -- current standards	16	40
2. Present Findings, Objectives and Design Principles -- discuss with staff -- discuss with PC/DRC	12	24
3. Prepare Draft Standards -- discuss with staff -- discuss with PC/DRC -- host public workshop	32	80
4. Revise and Refine Standards -- public hearing with PC	16	24
5. Refine Standards -- PC/Council workshop -- public hearing with Council	16	12
Total	92	180

Labor:

M. Hinshaw	\$145/hour x 92 hours	=	\$ 13,340
B. Holan	\$75/hour x 180 hours	=	\$ 13,500
Total Labor			\$ 26,840

Expenses:

Seven trips @ \$ 450 / trip	\$ 3,150
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Total	\$ 29,990
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MEMORANDUM

DATE: September 15, 2008

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, 2008. The benefit plan contracts will include, Group Health Options, Blue Cross of Idaho Dental, Willamette Dental, United Heritage Life Insurance and 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 changes.

FINANCIAL ANALYSIS:

The following changes are effective October 1, 2008 through September 30, 2009 as recommended by the Medical Insurance Review Committee:

- Blue Cross Dental 's administration fee increase is 2.0% with services remaining the same as in previous years plus an additional Carryover Plan benefit as follows: If you use less than \$500 per calendar year in dental benefits, you will "carryover" \$250 into the next calendar year. Maximum carryover benefit is \$1000.00. City paid as per contract.
- Willamette Dental increase is 7.5% with the following co pay increases:
 - Missed Appointments: \$30.00 (currently \$20.00)
 - Office Visit Charge with Specialist: \$30.00 (currently \$15.00)
 - ER Office Visit during Office Hours: \$50.00 (currently \$15.00) City paid as per contract.
- The proposed increase from Blue Cross of Idaho PPO was 11.8%. As recommended by the Committee, Blue Cross of Idaho Medical will no longer be offered effective 10/01/08.
- Group Health Options insurance rate increase is 1.6%, entirely paid by the City, with the benefit coverage remaining the same as in the previous year.
- A second Group Health Option Plan with HRA/VEBA Incentive will be offered. The Plan has a \$500 deductible and higher co pays consequently lower premiums. If selected, the employee receives a percentage of the City's savings in HRA/VEBA dollars.

- The United Heritage long-term disability premium rate increase is 8% and benefit coverage will remain the same.
- The United Heritage Life insurance premium cost and benefit coverage will remain the same.
- 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.

Fiscal Year 2008 - 2009 Premium Rates

Group Health				
	Employee Premium	City Premium - Emp. Premium	Total City Premium	Cobra Rate
Single	\$ -	\$ 430.75	\$ 430.75	\$ 439.37
2 Party	\$ 46.71	\$ 887.49	\$ 934.20	\$ 952.88
Family	\$ 53.08	\$ 1,008.47	\$ 1,061.55	\$ 1,082.78
2 Prty NS	\$ 31.16	\$ 592.00	\$ 623.16	\$ 635.62
Fam NS	\$ 35.39	\$ 672.32	\$ 707.70	\$ 721.85

Group Health (\$500 Deductible Plan)				
	Employee Premium	City Premium - Emp. Premium	Total City Premium	Cobra Rate
Single	\$ -	\$ 360.49	\$ 360.49	\$ 367.70
2 Party	\$ 39.09	\$ 742.73	\$ 781.82	\$ 797.46
Family	\$ 44.42	\$ 843.98	\$ 888.40	\$ 906.17
2 Prty NS	\$ 26.08	\$ 495.44	\$ 521.52	\$ 531.95
Fam NS	\$ 29.61	\$ 562.66	\$ 592.27	\$ 604.12

Dental				
B.C. Admin. Fee = \$6.57	B.C.	B.C. Cobra Rate	Willamette	Willamette Cobra Rate
Single	\$ 38.94	\$ 39.72	\$ 43.25	\$ 44.12
2 Party	\$ 77.93	\$ 79.49	\$ 86.50	\$ 88.23
Family	\$ 117.62	\$ 119.97	\$ 130.60	\$ 133.21
2 Prty NS	\$ 60.08	\$ 61.28	\$ 66.70	\$ 68.03
Fam NS	\$ 76.46	\$ 77.99	\$ 84.90	\$ 86.60

VEBA contribution for B.C. Members		
Plan	Monthly	Annual
Single	\$ 42.00	\$ 504.00
2 Party	\$ 92.00	\$ 1,104.00
Family	\$ 104.00	\$ 1,248.00
2 Prty NS	\$ 60.00	\$ 720.00
Fam NS	\$ 70.00	\$ 840.00

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: September 16, 2008

From: Jim Washko, Deputy Fire Chief

Re: Bid Acceptance Station 1 Remodel

DECISION POINT: Should Mayor and Council accept construction bid for Fire Station 1 remodel.

HISTORY: Through a successful General Obligation Bond election, the Fire Department received funds to do a remodel of Fire Station 1. We have gone through the bid process and are ready to award a bid for construction to Polin & Young Construction Company.

FINANCIAL ANALYSIS: The base bid has come in at \$413,185.00. This is within our budgeted range.

PERFORMANCE ANALYSIS: All specs have been reviewed by staff and fit the requirements of the bid. We anticipate construction to begin the first week of October 2008.

DECISION POINT/RECOMMENDATION: That the council accept the construction bid from Polin & Young Construction Company for the remodel of Fire Station 1.

CONTRACT

THIS CONTRACT, made and entered into this 7th day of October, 2008, 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 **POLIN & YOUNG CONSTRUCTION, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 680 Capstone Ct. Hayden, ID 83835, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Remodel of Fire Station 1** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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

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

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Four Hundred Thirteen Thousand One Hundred Eighty Five and no/100 Dollars (\$413,185.00).

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

The date of completion for this Contract shall be March 30, 2009.

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) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees: In consideration of securing the business of 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, agrees:

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

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

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

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

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

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

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

Addenda No. 1, dated September 10, 2008
Addenda No. 2, dated September 12, 2008
Addenda No. 3, dated September 15, 2008
Addenda No. _____, dated _____, _____
Addenda No. _____, dated _____, _____

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

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

**CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
POLIN & YOUNG CONSTRUCTION, INC.**

Sandi Bloem, Mayor

By: _____
John Young, President

ATTEST:

Susan K. Weathers, City Clerk

CITY COUNCIL STAFF REPORT

DATE: October 7, 2008
FROM: Dennis J. Grant, Engineering Project Manager 
SUBJECT: Professional Services Agreement for 4th Street Improvements

DECISION POINT

Staff is requesting the City Council to approve a Professional Services Agreement with J-U-B Engineers, Inc. for street improvements and roadway design of 4th street between Lakeside Avenue and Harrison Avenue.

HISTORY

This portion of 4th street has been on the Overlay list for the past several years. The pavement is badly deteriorated and in need of reconstruction. There are utility upgrades and repairs that need to be made (storm water, sewer, and water), the existing curbing is in need of replacement, and much of the sidewalk needs to be repaired or replaced. Staff advertised Request for Proposals from qualified consultants to provide engineering design services for this project. City Staff determined that J-U-B Engineers, Inc. was the most responsive in meeting the proposal requirements.

FINANCIAL ANALYSIS

The total compensation, including estimated additional services, is \$426,000.00. This cost will be shared with the City of Coeur d'Alene, Lake City Development Corporation (LCDC), and the property owners. The cost for the reconstruction is from around \$2.6 million to \$3 million depending on the level of amenities and enhancements. LCDC has committed to \$1.1 million, the City of Coeur d'Alene has committed to \$1.1 million and the Local Improvement District will be about \$400,000.00. The City's contribution will come from the Overlay fund and the Water, Wastewater, Storm Water Utilities.

PERFORMANCE ANALYSIS

The proposed timeline will be to have the design finished by the end of the year or early next year, start construction in the spring, and complete construction by early summer.

RECOMMENDATION

Staff recommends a motion to approve the Professional Services Agreement with J-U-B Engineers, Inc. and authorize the mayor to execute the contract.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, Inc.

for

The City of Coeur d'Alene

Street Improvement/Roadway Design of 4th Street – (Lakeside Ave. to Harrison Ave.)

THIS Agreement, made and entered into this 7th day of October, 2008, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City", and J-U-B ENGINEERS, Inc., an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, Idaho, 83815, hereinafter referred to as the "Consultant",

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "City" means the CITY OF COEUR D ALENE, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho, 83815.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Two Hundred Seventy (270) calendar days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Four Hundred Twenty Six Thousand Dollars and NO/100 (\$426,000.00).
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

- A. Partial payment shall be made on the third Tuesday of each calendar month, on a duly certified estimate of the work completed in the previous calendar month, less five percent (5%). Requests for payment must be submitted to the City's Engineer prior to the second Monday of the month in which payment is desired.

- B. Final payment will be made thirty (30) days after completion of all work and approval of all work by the City, and a receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

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

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

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

Section 11. Equal Employment Opportunity.

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

employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

Section 13. Assignability.

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

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

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

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

and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

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

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

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

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

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

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

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

Section 23. City Held Harmless.

- A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the negligent acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's negligent performance of this Agreement. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.
- B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's professional, wrongful acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

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

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

- A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insured's in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.
- B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The

Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

- C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.
- D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

JUB ENGINEERS INC.

Sandi Bloem, Mayor

By Dale R Baine
Its Vice President & Regional Manager

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Susan A Cassant
Name/Title Billing Clerk

Exhibit "A"

SCOPE OF SERVICES

4TH STREET IMPROVEMENTS LAKESIDE AVENUE TO HARRISON AVENUE 2008 - 2009

SECTION 1 - OVERVIEW

The project area will include the 4th Street right-of-way extending from a point just north of the previous Lakeside Avenue improvements to a point ending at Harrison Avenue. Hardscape and signal improvements to Harrison Avenue intersection are not anticipated; however, the roadway base and asphalt will be reconstructed as needed for a project transition and termination.

Work elements in this PROJECT include reconstruction, construction and/or installation of the following: streets, curbs, sidewalks, street landscape, street art, storm drainage, water service adjustments, illumination conduit and coordination with Avista design, street signage, striping, stormwater pollution prevention plan and construction traffic control plan.

SECTION 2 - SCOPE OF SERVICES

A. Survey and Preliminary Planning of Street Improvements

It is understood that the City of Coeur d'Alene will utilize an in-house Project Manager to be responsible for administration and construction of this project. All L.I.D. work will be performed by CITY staff. CITY staff will prepare ownership name and address work sheet. It is also understood that there is a need to provide an interface between the engineering work, the L.I.D. Administration, LCDC, and City funds. A small budget has been added to the scope for these services. The ENGINEER will provide the services listed below as requested by the CITY, anything in excess of this budget requested by the City will be reimbursed on a time and materials plus fixed fee basis.

1. Assist the City's Project Manager with:
 - a. The financial responsibilities of the PROJECT.
 - b. Preparation of data for audits.
 - c. Preparation of the required progress reports.
 - d. Preparation of Documents for the L.I.D.
 - e. Preparation of Documents for LCDC.

2. Attend (1) property owner or public meetings during concept verification or design as requested by the CITY.
3. Conduct topographic surveys to include the following:
 - a. Establish project control and bench marks.
 - b. Tie existing topography and improvements within the primary design corridor including building faces adjacent to the right-of-way including at least 50 feet down each of the seventeen side streets intersecting 4th Street.
 - c. Locate underground utility markings.
 - d. Locate all trees/edge of shrub/landscaping features within the ROW.
 - e. Locate all apparent surface utilities.
 - f. Locate all overhead utilities.
 - g. Perform record evaluation of the existing rights-of-way of 4th Street and intersecting roads.
 - h. Search for all monuments of record within the design corridor, locate those that are found.
 - i. Evaluate record data and found monuments to calculate the existing right-of-way lines.
 - j. Process topographic data and existing right-of-way boundaries and develop the base map.
4. Utility Locates: The One Call dig line will be utilized to the extent possible. Currently, utilities are reluctant to provide design service locates and if locates are provided through One-Call, the scheduling typically takes a low priority. Locating services not provided by One-Call will be hired out to a private contractor and reimbursed on a cost-plus basis. Utility locates will be incorporated into the base map when obtained.
5. Coordinate with franchised utility companies and City utility departments as necessary to develop the concept design.
6. Geotechnical Evaluation: The City will provide all field studies and data such as proposed roadway section, existing materials and depths, R-values, and areas of old concrete road sections.
7. Perform preliminary site investigations to become familiar with the general conditions of the site and a separate field check base map when complete. Collect supplemental data identified during the field check.
8. Engage with City staff to develop a base concept. Evaluate improvement opportunities and solutions based on constraints from site review and collected data. The base concept will incorporate elements such as a typical section, intersection layouts and some localized enhancements. The City staff will provide review and input for modifications to the base concept. The modified concept will be reviewed by City staff again for final acceptance. Any review comments to the modified

concept will be incorporated into future exhibits. Opinions of probable cost will be provided with both the base and modified concept submittals.

B. Preliminary and Final Design Plans

The PROJECT will be designed using standards that meet City ordinances and policies. It is anticipated that the Idaho Standards for Public Works Construction will be the Standard Construction Specifications. Future traffic signals are not planned for this project scope.

9. Street Section: Develop a centerline horizontal and vertical design for an assumed 2-lane street section. The actual structural section of the street will be determined in the geotechnical evaluation.
 - a. Curbs: Separate curb and gutter profiles may be required for both sides. Curbs along side streets will be reset at new design elevations, only if necessary, for drainage along with reconstruction of deteriorated side-street curbs, as determined by the City Engineer. New curb on side streets will extend, as a minimum, to the end of the 4th Street radius. Pedestrian drop curbs will be added at all intersections within the project to meet the Americans with Disabilities Act (ADA) requirements. Enhanced bulb-out curb section locations will be determined early in the project.
 - b. Sidewalks: All sidewalks will be replaced. New sidewalks are planned for both 5-foot width with a landscape strip and solid walkways from curb to ROW. The location of these options will be determined during the design process. Separate sidewalk profiles for purposes such as driveway matching are not anticipated.
 - c. Intersection Enhancements: The approved modified concept for the intersections will be refined in the design. Four enhanced intersections are anticipated that incorporate features that may differ from a typical project specific or City Standard intersection layout. Two separate intersections are at Foster and Miller. The other two enhanced intersections at Roosevelt and Montana may be connected by one block of raised roadway and possible enhanced roadway surfacing connecting the two intersections.
10. Storm Drainage: Storm drainage improvements will include the reconstruction of catch basins and pipe runs to the manholes. The condition of the manholes will be reviewed and replaced with agreement of CITY staff. Replacement of the storm system trunk lines will be included within the project limits. Stormwater modeling and basin review are not included in this scope of services. New stormwater technology review with Idaho Department of Environmental Quality (DEQ) is not in this Scope of Services.
11. SWPPP Compliance: A project specific plan will be developed for compliance with the EPA Storm Water Pollution and Prevention Plan regulations for implementation by the City and contractor.

12. Landscape: Street trees and related landscape improvements including street trees, furniture and opportunities for public display of art for the corridor will be developed based on selection of the preferred alternative in the Concept Validation Component of the project. Included with landscape development will be production of planting plans and irrigation plans, as well as related details for construction. Street furniture/elements will be programmed and provided at identified locations. Included options included for street furniture are benches, trash receptacles, banner poles, decorative lighting standards for illumination enhancement (see below) possible future transit shelter locations, bollards, and bicycle racks.
 - a. Planting, Irrigation Plans and Landscape Details: The landscape development component of the project represent an estimated planning and preliminary layout fee needed to initiate the work prior to final plans and details (refer to Labor Day Estimate at end of Exhibit A). The estimated fee is for a planning budget contingency. An additional service fee should be anticipated for production of the final landscape development component of the project.
13. Opportunities and possible locations for public art will be identified with the City staff as part of the overall development plan for locations in the Midtown area.
14. Street Illumination Design and Coordination: Basic street illumination is a part of this project. The Illumination Plan will include lighting fixtures on poles available from Avista that will provide an adequate level of lighting for a residential and business district. The plans will include the lighting layout as developed with City staff, possible street tree lighting, bollard lighting and conduit runs. It is anticipated that the conduit and foundations will be owned by the City of Coeur d'Alene. Avista will provide and own the poles and light fixture. The enhanced intersection bollards and street trees will be lighted per the concept plans. Lighting analysis is not included by the ENGINEER.
15. Street Signage, Pavement Markings and mail boxes: Updated street name signs are to be included in the project for all street intersections. New pavement marking and permanent signing plans will be provided in the design plans. Mail box clusters and locations will be evaluated and located as approved by the City and the Post Master.
16. Traffic Control: The plan will be to provide adequate street name, traffic control, temporary business location construction signing and detour routing. These signs will be incorporated in the construction traffic control and access plans.
17. Water/Sewer: Water service meters will be adjusted only as required. It is not anticipated that this project will be replacing, adding new or relocating water or sewer mains and associated services.
18. Develop construction schedule sequencing for the project.
19. Conduct a QC/QA and constructability review of the preliminary design and final design prior to submittal. Revise plans per the review comments.

20. J-U-B will meet and furnish a copy of the preliminary and final Plans to the City and utilities for review. Final plans will be incorporated into project Specifications and bid documents prepared by the City.
21. Prepare an opinion of probable project cost through detailed quantity take-offs to advise the CITY of any adjustments from previous opinions due to changes in the PROJECT or market conditions and to use to evaluate the bids from construction contractors.
22. Provide up to ten (10) copies of the Final Plans to the CITY for review and approval.

It is anticipated that the CITY will prepare the bid documents including the technical specifications and the ENGINEER will only provide plans. Any technical specifications required by the CITY from the geotechnical, electrical or landscaping disciplines will be provided by those subconsultants. Any Civil special provisions specifications that may be needed will be provided as additional services.

C. Bidding and Award Phase

The City shall reproduce and distribute the bid packages for the PROJECT to prospective bidders.

THE ENGINEER SHALL:

23. Attend a Pre-Bid Conference to answer bidder's questions. Pre-Bid Conference will be conducted by CITY staff. The ENGINEER will provide up to 20 plan sets to the CITY for bidding.
24. Answer bidders questions during the bid phase by preparing information for the City to issue addenda as required to clarify the plans and specifications, as directed by the CITY.

D. Limited Construction Service Assistance

It is anticipated that the City will provide construction management and observation services. The ENGINEER will provide record drawings and limited construction services outlined below as requested. The divisions of responsibilities for the ENGINEER and CITY have been outlined below to accomplish construction:

THE ENGINEER SHALL:

25. Assist with Interpreting the Plans as the construction proceeds and evaluate and make recommendations to the CITY concerning requests for minor deviations from the Plans and Specifications.
26. Assist the City with review of shop and working drawings, design calculations, tests, samples and other submissions of the Contractor for conformance with the design concept of the PROJECT and for compliance with the Plans and Specifications in the

Contract Documents when requested. Provide the CITY with recommendations for acceptance and one (1) copy of the shop drawings, samples and other submittals if available.

27. Assist the City with developing change orders when required.
28. Have members of the design staff available to make visits to the site at various intervals to observe the various stages of construction.
29. Assist with the City's development of record drawings of the facilities.

ANTICIPATED CITY RESPONSIBILITIES:

It is anticipated in this scope that the CITY will perform the following construction activities. The ENGINEER will support the CITY with any of the following additional construction services under a supplemental authorization if requested:

- ◆ Provide full-time on-site construction observation personnel during installation of equipment or placement of construction material under the supervision of the CITY ENGINEER during the implementation of the construction, as defined in the construction contracts. Keep records, notes, plans and maps of changes to the PROJECT and changes as reported by the Construction Contractor for ENGINEER's use in preparing record drawings for the PROJECT as finally constructed.
- ◆ Complete a daily report of work in progress by the on-site CITY ENGINEER's Representative. Provide copies of the reports to the ENGINEER for record drawing preparation.
- ◆ Develop and issue change orders.
- ◆ Periodically, but not more often than once per month, the CITY will review and confirm the accuracy of the progress payments prepared by the contractor. The CITY will recommend adjustment or modifications to the contractor's progress and final payment request.
- ◆ Advise the Contractor of construction deficiencies as they are observed. The CITY shall review the work to see that deficiencies are corrected by the contractor or addressed in an appropriate change order before final project Certificate of Final Completion will be issued.
- ◆ Negotiate final payment to the Contractor for the work performed and maintain a record of such proceedings.
- ◆ L.I.D. Closeout: L.I.D. closeout will be completed by CITY staff.

E. Reimbursable and Services Requiring Supplemental Authorization

The Services outlined hereinafter shall only be provided by the ENGINEER when requested, and authorized in writing by the CITY. Such authorization shall also state the negotiated amount and method of compensation by the CITY. If a predetermined amount or method of

compensation is not arranged after authorization due to schedule constraints, compensation shall be on a time and materials basis or cost plus arrangement. When authorized to proceed, the ENGINEER will:

- ⊗ Attend property owner or public meetings during concept verification, preliminary design or construction as requested by the CITY in excess of the number specified in the labor estimate.
- ⊗ Finalize Planting, Irrigation Plans and Landscape details: A preliminary layout fee was included in the scope to initiate the work prior to final plans and details (refer to Man Day Estimate at end of Exhibit A). An additional service fee is anticipated for the final design phase for production of the landscape planting, irrigation and details component of the project.
- ⊗ At the city's request, new CITY utility services may be added including fire lines to buildings and fire hydrant relocation, replacement or additions.
- ⊗ Invoice for expenses including additional meeting attendance beyond the scope, additional copies or exhibits requested by the CITY, and authorized additional services.
- ⊗ Provide technical specifications and special provisions as needed.
- ⊗ Assist the City with Construction Services not listed under the Engineering section.
- ⊗ Upon plan development and city acceptance, the ENGINEER will provide construction control staking in the form of both horizontal and vertical control, in accordance with standard construction staking practices for use by the Contractor in the detailed layout of the facilities to be constructed and as outlined in the draft construction staking scope in **APPENDIX A**.
- ⊗ After construction is complete, replace found monuments and lot pins that were destroyed or disturbed by construction activity.
- ⊗ Assist the CITY in resolving disputes over bankruptcy or default of the Contractor.
- ⊗ Assist the CITY as a result of fire, flood, acts of God, legal complaints or default of the Contractor.
- ⊗ Assist or extend services as a result of strikes, walkouts or other labor disputes, and including acts relating to settlement of minority group problems.
- ⊗ Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- ⊗ Complete legal descriptions, Right-of-Way or Easement acquisition services and exhibits.
- ⊗ New stormwater technology review with City staff or Idaho Department of Environmental Quality (DEQ) will be conducted only at city request.
- ⊗ Complete additional services requested by CITY staff.

- 📌 Changes in Regulations: The ENGINEERS are to perform their work under current Federal, State and local laws and regulations in full force and effect at the date of this Agreement. In the event the ENGINEERS are requested or directed to perform work, or amend work previously accomplished, due to changes in current laws or regulations, such work shall be deemed a change in scope of the work and shall be cause to amend Section 2 of this Exhibit A in respect to the cost changes by mutually agreeable amounts commensurate with the change in conditions.

END OF SCOPE

SECTION 3 - COMPENSATION SUMMARY

A. Basic Services Compensation

The ENGINEER shall provide services in connection with the terms and conditions of this Agreement and the CITY shall compensate the ENGINEER therefore as follows (Refer to detail labor estimate **Attachment A**):

Survey Through Final Design (2.A/B)	\$280,000
Bidding Through Construction (2.C/D)	\$33,000
Estimated Additional Services (2.E)	\$114,000

The following is a breakdown for project tracking and accounting/invoicing purposes:

- 2A. Survey and Preliminary Planning of Street Improvements:** The CITY shall compensate the ENGINEER for the Survey and Preliminary Planning of Street Improvements on a time and materials basis not to exceed without written authorization by the City.
- 2B. Preliminary and Final Design Plans:** The CITY shall compensate the ENGINEER for the Preliminary and Final Design Plans on a time and materials basis not to exceed without written authorization by the City.
- 2C. Bidding and Award Phase:** The CITY shall compensate the ENGINEER for Bidding and Award Phase on a time and materials basis.
- 2D. Construction Services:** The CITY shall compensate the ENGINEER for the Construction Services on a time and materials basis. The above fee is based on the attached fee estimate for construction during 2009.
- 2E. Additional Services (Estimated):** The CITY shall compensate the ENGINEER for work, subconsultants, expenses or equipment rental, on a time and materials basis or cost plus fixed fee as appropriate with City authorization.

It is further agreed by the parties hereto that as consideration for the services enumerated herein, the CITY shall reimburse the ENGINEER on a monthly basis according to the actual services completed.

SECTION 4 - GENERAL CONDITIONS

It is mutually agreed by the parties hereto that:

A. Qualified Estimates of Cost

Any opinion of the estimated construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CITY. Since the ENGINEER has no control over cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids.

B. Function of On-Site Personnel

Full-time observation will not be provided unless requested by the CITY when material or construction materials are being installed in the project. Any J-U-B on-site personnel will make reasonable efforts to guard the CITY against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the Construction Contractor and which include, but are not limited to, full responsibilities for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

C. ENGINEERS' Evaluation of Subsurface Conditions

In subsurface investigation work and in determining subsurface soil conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. The CITY will coordinate this work in accordance with generally accepted soils engineering practices and make no other warranties, expressed or implied.

D. ENGINEERS' Responsibility

The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the PROJECT and makes no other warranty either expressed or implied.

E. Authorization to Proceed

The ENGINEER is to proceed with the work only after receiving written notice from the CITY authorizing the ENGINEER to proceed with the engineering services.

INSERT LABOR DAY ESTIMATE

CITY OF COEUR D'ALENE
4TH STREET RECONSTRUCTION
LABOR-DAY ESTIMATE

Task	Description	Project Manager	Project Engineer	Design Engineer	Staff Engineer/ Tech	Drafting	PLS	Survey Crew	Clerical	Supplies	Task Totals	Negotiation Comments
2.A.	Survey and Preliminary Planning											
1	Assist the City's Project Manager	2	2	2		1			2	\$200	\$10,100	1) Level of effort reduced
2	Attend (1) property owner or public meetings	0.5	0.5	0.5					0.5		\$2,300	2) meetings reduced
3	Conduct a topographic survey and data collection		1	5	11.5	20	4	23			\$60,200	
4	Utility Locates		0.5	1	2	2		3			\$8,000	
5	Coordinate with utilities	0.5	1	1	0.5						\$3,400	
6	Initiate Geotechnical Evaluation										\$0	6) Hours Removed - City provide
7	Perform preliminary site investigations			0.5	2	1		1			\$3,800	geotech/section
8	Develop a base and a revised concept plan w/ City staff	3	4	7	2	5			1	\$700	\$22,900	9) revised see scope
2.B.	Preliminary and Final Design											
9	Develop section and hort/vert alignment and profiles	3	5	22	11	22					\$54,100	
10	Storm drainage improvements	2	5	10	4	7					\$26,300	
11	SWPPP Compliance	1	1	5	1	2.5			1		\$10,700	13) removed sidewalk evaluation and salvage option 13)Added two enhanced intersections and connecting roadway.
12	Landscape (Planning only)	1	1	1		2					\$5,300	
13	Identify possible public art locations	0.5	0.5	0.5							\$2,000	
14	Street Illumination Design and Coordination	0.5	4	7		5					\$15,300	17) Level of effort reduced
15	Street Signage and Pavement Markings	0.5	2	3	1	3					\$8,700	18) removed lighting analysis
16	Traffic Control and access plan during construction	0.5	3	5	1	4					\$12,400	
17	Water service meter adjustments		0.5	1.5	2	1.5					\$4,300	
18	Construction schedule sequence	0.5	0.5	1							\$2,500	
19	QC/OA review	1	1	3	1.5	5					\$10,200	
20	Preliminary and Final design submittal meetings	1	1	1		0.5			0.5		\$4,700	
21	Opinion of probable project cost	0.5	0.5	2.5	1						\$4,600	
22	Provide (10) copies of the Final Plans			0.5					0.5	\$500	\$1,300	
	Direct Expenses (mileage, GPS, etc)										\$5,000	Added
	SUBTOTAL	18	34	80	41	82	4	27	6	\$1,400	\$278,100	
	Bidding through Construction											
2.C.	Bidding and Award											
23	Attend a Pre-Bid Conference	0.5	0.5	0.5						\$500	\$2,500	27) Level of effort reduced
24	Answer bidders questions	0.5	1	1					0.5		\$3,400	28) Level of effort reduced
2.D.	Limited Construction Service Assistance											
25	Assist with interpreting the Plans	1	1.5	1.5							\$5,100	
26	Assist the City with review of contractor submittals		0.5	0.5					0.25		\$1,200	
27	Assist the City with developing change orders		1	1					0.25		\$2,200	29-33) Reduced level of effort ~40% - changed from producing record drawing to assisting city staff production of record drawings on a limited basis.
28	Intermittent site visits	2	3	3							\$10,100	
29	Record drawings assistance	0.5	1.5	2	1.5	1	0.5	0.5	0.5		\$7,800	
	SUBTOTAL	5	9	10	2	1	1	1	2	\$500	\$32,300	
										TOTAL	\$310,400	
2.E.	Additional Services (ESTIMATED)											
	Abbotswood Landscape Architect (Design)										\$20,000	Revised with Arch budget est
	AEI Electrical Subconsultant										\$8,000	Revised with AEI budget Est
	Utility Locate Service (Gas, Electrical, Cable)										\$3,000	
	Construction Staking										\$60,000	
	As Requested Services (Reserve)										\$10,000	
	Technical Contract Special Provisions as needed										\$3,000	Added
	Legal Descriptions, ROW and exhibits as need										\$10,000	
	SUBTOTAL										\$114,000	
											TOTAL WITH ESTIMATED ADDITIONAL SERVICES	\$426,000
											SURVEY THROUGH FINAL DESIGN (2.A/B)	\$280,000
											BIDDING THROUGH CONSTRUCTION (2.C/D)	\$33,000
											Estimated Additional Services (2.E)	\$114,000

APPENDIX "A"

DRAFT CONSTRUCTION STAKING SCOPE

4TH STREET IMPROVEMENTS LAKESIDE AVENUE TO HARRISON AVENUE 2008 - 2009

- A. Survey Control. Using primary project control, establish secondary control and bench marks for construction staking.
- B. Catch Basins. Stake catch basins with 2 RP's or one RP along the curb for inlet style catch basins.
- C. Storm Manholes. Stake with 2 RP's each.
- D. Drywells. Stake with 2 RP's each.
- E. Storm Sewer. Stake at 50 foot intervals.
- F. Manholes. Stake with 2 RP's each.
- G. Sewer Service. Stake with 1 RP each.
- H. Water Line. Stake at 50 foot intervals.
- I. Hydrants. Stake with 2 RP's each.
- J. Luminaries. Stake with 2 RP's each.
- K. Subgrade. Staked at 50 foot intervals with three stakes across road prism.
- L. Top of Rock. Staked at 50 foot intervals with one stake on centerline. (Assumes curb will be installed first).
- M. Curb. Stake at 25 foot intervals, plus: curb drops, pedestrian ramps, approaches, PC's, PT's, and radius points for returns.
- N. Office Calculations. Reduce the plans for construction staking/layout.

**CITY COUNCIL
STAFF REPORT**

DATE: October 7, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Professional Services Agreement for Neider Avenue/Howard Street Extension**

DECISION POINT

Staff is requesting that the City Council approve a professional services agreement with Inland Northwest Consultants, Inc. for the design, and, construction staking of the Neider Avenue/Howard Street extension.

FINANCIAL ANALYSIS

The compensation amount for this portion of the project will be \$106,287.50. This is a budgeted project and the funding source is impact fees from Quadrant 1. Attached is the scope of services and financial breakdown.

PERFORMANCE ANALYSIS

The consultant will commence the design aspect of the project upon approval of the agreement, and design completion is expected by December 2008. The project is projected to go to advertisement and bid in the Jan/Feb 2009 time frame with construction commencing in March 2009. Project completion is anticipated to be April/May 2009.

RECOMMENDATION

Approve the Professional Services Agreement and authorize the Mayor to execute the contract on behalf of the City.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
Inland Northwest Consultants, Inc.
for
Neider Avenue/Howard Street Extension

THIS Agreement, made and entered into this _____ day of _____, 2008, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and Inland Northwest Consultants, Inc., an Idaho corporation, whose principal place of business is at 1296 E. Polston Avenue, Suite "B", Post Falls, ID 83854, with W. Brant Morris, President, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definition. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Inland Northwest Consultants, Inc. 1296 E. Polston Avenue, Suite "B", Post Falls, ID 83854.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Two Hundred Thirty Five (235) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of One Hundred Six Thousand Two Hundred Eighty Seven Dollars and 50/100 (\$106,287.50).

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

Section 7. Method and Time of Payment.

A. Partial payment shall be made on the third Tuesday of each calendar month, less five percent (5%). Requests for payment must be submitted to the City's Engineer prior to the second Monday of the month in which payment is desired.

B. Final payment will be made thirty (30) days after the completion of all work, approval of all work by the City, and upon receipt of a billing submitted to the City. Said billing shall reflect the total work performed and approved, prior payments made and total retainage withheld.

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

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

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

Section 11. Equal Employment Opportunity.

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

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

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

Section 13. Assignability.

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

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

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

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

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

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

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

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

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

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

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

Section 23. City Held Harmless.

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

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

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

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

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

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

Inland Northwest Consultants, Inc.

Sandi Bloem, Mayor

By _____
W. Brant Morris, President

ATTEST:

Susan K. Weathers, City Clerk



North 1 Avenue - Neider and Howard Extension
Neider and Howard Proposed Scope of Work

Task #1 Survey Coordination

1. Coordinate with Braunsen Addition (Clark) representatives on plat descriptions, etc.

Task #2 Preconstruction Survey

1. Complete preconstruction survey collect of field data: existing ground features, PP, utilities, fence, other physical features and obstructions, etc
2. Transfer point file data into ACAD

Task #3 Right of Way Acquisition

1. Identify potential R/W needs
2. Boundary Survey, including research, Deeds of record, Chain of Title, etc.
3. Prepare legal description of R/W and assist in Acquisition
4. Complete Monumentation of newly acquired R/W and File of Record of Survey
5. Prepare and record utility easements

Task #4 Construction Staking

1. Stake clearing limits for logging (1 Set only)
2. Clearing and Grubbing/ Rough Grade (1 Set only)
3. Sewer (1 Set only)
4. Water (1 Set only)
5. Centerline SG and BC (1 Set each)
6. Curb/sidewalk (1 Set only)
7. Storm (1 Set only)
8. Staked locations from a approved Utility Plan (easement) (1 Set only)
9. Coordinate with City during contractor negotiations regarding additional staking services needed during construction

Task #5 Coordination with Utility Companies

1. Coordinate with all utility companies
2. Request utility locates prior to preconstruction survey



City of Irvine - Neider and Howard Extension
Neider and Howard Proposed Scope of Work

3. Re meet with Utility companies and coordinate utility relocates and utility easement based on plans

Task #6 Preliminary Engineering and Design

1. Compile field data and establish horizontal alignment and vertical profile
2. Field verify sewer stub locations
3. Evaluation of existing storm drainage facilities surrounding project

Task #7 Engineering Design

1. Design roadway, curb/gutter, sidewalks, driveways
2. Redline surface improvements, including signage street lights, and striping, ped ramps, etc.
3. Draft surface improvements
4. Design Stormwater systems (calcs)
5. Redline stormwater system
6. Draft Stormwater improvements
7. Redline water system
8. Draft water system
9. Redline sewer system
10. Draft sewer system
11. Compile all drawing information together and review, sign off
12. Submit 100 % submittal to City
13. Re meet with City and make revisions to plans
14. Submittal final package and secure all regulatory approvals

Task #8 Howard Street Offsite Preliminary Engineering, and Investigation and Survey

1. Survey and provide Centerline Profile Data from project limits to Appleway
2. Survey and tie into centerline profile curb/gutter, storm, edge of pavement, sewer manholes, and water valves from project limits to Appleway
3. Strip topography survey for Neider and Howard to Meadow Ranch improvements
4. Compile survey data into drawing files for city information on future design
5. Preliminary Engineering of storm drainage , centerline, etc



Task #9 Assist the City in the Bidding Process (Non inclusive to main proposal, if directed by the City, contract will be under a T&M Basis)

1. If directed by the City. Assist City in preparation of Bid documents and technical specifications
2. If directed by the City. Assist City in advertisement for Bids and prepare additional notification to local contractors
3. If directed by the City. Answer Prospective bidder questions and prepare addendums as needed
4. If directed by the City. Attend Bid opening
5. If directed by the City. Review Contractor bid packets, including Proposal, Bids, all Bonds, Qualifications, and subcontractors qualifications
6. If directed by the City. Provide recommendation of award to City
7. If directed by the City. Review awarded bidder's contract, including performance Bond, Payment Bond, Public Works report, Notice to Proceed

Task #10 Preconstruction Coordination and Project Start-up

1. Coordinate and/or assist City in preconstruction meeting with all agencies, contractors, and utility companies.
2. Coordinate with Utility companies on scheduling of their proposed work.

Task #11 Construction Management Services

1. Review contractor pay requests to determine if work completed corresponds to actual work done and prepare statement to City
2. Draft daily reports and weekly progress correspondence to City
3. Coordinate with utility companies, school district, solid waste, mail, emergency services, etc
4. Complete project close out

Task #12 Construction Observation

1. Daily construction observation (4 hours per day) unless full time observation is required by City
2. Coordinate with compaction testing sub-consultant
3. Conduct final walk thru with City and prepare punch list if needed



Neider and Howard
Neider and Howard Proposed Scope of Work

Task #13 Preparation and Submittal of Recorded As-Built Drawings

1. Complete Post Construction Survey
2. Prepare and submit As built.

CDA Neider and Howard Manhour Estimate & Cost Tracking.xls
Manhour Estimate

Re: Resolution No. 08-053

Nelder and Howard Extension	Prospective # P08-048		Project # 08-178		Survey Coordination Task 1			Preconstruction Survey Task 2			R/W Acquisition Task 3			Construction Staking Task 4			Coordination w/ Utilities Task 5			Preliminary Eng'g & Design Task 6		
	Hourly Rate	Total Hours	Total Cost For Service	Hours	Cost	Notes	Hours	Cost	Notes	Hours	Cost	Notes	Hours	Cost	Notes	Hours	Cost	Notes	Hours	Cost	Notes	
Professional Surveyor (Principal)	\$130	17	\$2,210.00	2	\$260.00		2	\$260.00		8	\$1,040.00		22	\$2,090.00			\$0.00			\$0.00		
PLS	\$95	66	\$6,270.00	8	\$760.00		4	\$380.00		20	\$1,900.00		4	\$380.00			\$0.00			\$0.00		
Professional Engineer (Principal)	\$130	32	\$4,160.00		\$0.00			\$0.00		2	\$260.00		1	\$130.00			\$130.00		5	\$650.00		
PE	\$95	85	\$8,075.00	4	\$380.00			\$0.00		16	\$1,520.00		3	\$285.00			\$285.00		15	\$1,425.00		
Technician (Proj Mgr., LSIT, EIT)	\$85	161	\$13,685.00	10	\$850.00		2	\$170.00		4	\$340.00		12	\$1,020.00			\$1,020.00		25	\$2,125.00		
Drafting Technician	\$65	183	\$11,895.00		\$0.00		20	\$1,300.00		28	\$1,820.00			\$0.00			\$0.00		40	\$2,600.00		
Construction Observer	\$70	212	\$14,840.00		\$0.00			\$0.00			\$0.00			\$0.00			\$0.00		8	\$560.00		
Clerical/Administrative	\$45	37	\$1,665.00	4	\$180.00			\$0.00		4	\$180.00			\$0.00		2	\$90.00			\$360.00		
Survey Crew	\$150	192	\$28,800.00	24	\$3,600.00			\$3,600.00		22	\$3,300.00		96	\$14,400.00			\$0.00			\$0.00		
Misc Cost			\$4,000.00		\$0.00			\$0.00			\$1,000.00	Tile Co.										
		Subtotal:	\$95,600.00		\$2,430.00			\$5,710.00			\$9,840.00			\$18,530.00			\$1,525.00			\$7,160.00		
		Subtotal:	\$96,625.00		\$2,430.00			\$5,710.00			\$9,840.00			\$18,530.00			\$1,525.00			\$7,160.00		
	10%	Contingency:	\$9,662.50		\$243.00			\$571.00			\$984.00			\$1,853.00			\$152.50			\$716.00		
		Contract Total:	\$106,287.50		\$2,673.00			\$6,281.00			\$10,824.00			\$20,383.00			\$1,677.50			\$7,876.00		

print sign date

print sign date

Exhibit "5"

CDA Neider and Howard Manhour Estimate & Cost Tracking.xls
Manhour Estimate

Neider and Howard Extension	Prospective # P08-048		Howard Survey & Eng'r		Assist City on T&M Only		Coordination Project & Start-up		Construction Management		Construction Observation	
	Project #	Hourly Rate	Total Hours	Total Cost For Service	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Task 11	Task 12
Service Provided	Hours	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Professional Surveyor (Principal)	17	\$130	17	\$2,210.00		\$650.00		\$0.00		\$0.00		\$0.00
PLS	66	\$95	66	\$6,270.00	5	\$850.00		\$0.00		\$0.00		\$0.00
Professional Engineer (Principal)	32	\$130	32	\$4,160.00	10	\$950.00		\$0.00		\$0.00		\$0.00
PE	85	\$95	85	\$8,075.00	10	\$950.00		\$0.00		\$0.00		\$0.00
Technician (Proj Mgr., LSIT EIT)	161	\$85	161	\$13,685.00	50	\$4,250.00		\$0.00		\$0.00		\$0.00
Drafting Technician	183	\$65	183	\$11,895.00	40	\$2,600.00		\$0.00		\$0.00		\$0.00
Construction Observer	212	\$70	212	\$14,840.00	40	\$2,600.00		\$0.00		\$0.00		\$0.00
Clerical/Administrative	37	\$45	37	\$1,665.00	2	\$90.00		\$0.00		\$0.00		\$0.00
Survey Crew	192	\$150	192	\$28,800.00	40	\$6,000.00		\$0.00		\$0.00		\$0.00
Misc Cost				\$4,000.00								\$3,000.00
			Subtotal:	\$95,600.00								
			Subtotal:	\$96,625.00								
	10%		Contingency	\$9,662.50								
			Contract Total:	\$106,287.50								
						\$11,140.00		\$2,305.00		\$1,990.00		\$22,440.00
						\$1,114.00		\$230.50		\$199.00		\$2,244.00
						\$12,254.00		\$2,535.50		\$2,189.00		\$24,684.00

print _____ sign _____ date _____

print _____ sign _____ date _____

CDA Neider and Howard Manhour Estimate & Cost Tracking.xls
Manhour Estimate

Neider and Howard Extension	Prospective #		P08-048		Record Drawings	
	Project #	08-178	Task 13	Cost	Notes	
Service Provided	Hourly Rate	Total Hours	Total Cost For Service	Hours	Cost	Notes
Professional Surveyor (Principal)	\$130	17	\$2,210.00		\$0.00	
PLS	\$95	66	\$6,270.00	2	\$190.00	
Professional Engineer (Principal)	\$130	32	\$4,160.00		\$0.00	
PE	\$95	85	\$8,075.00	2	\$190.00	
Technician (Proj Mgr., LSIT, EIT)	\$65	161	\$10,565.00	2	\$170.00	
Drafting Technician	\$65	183	\$11,895.00	15	\$975.00	
Construction Observer	\$70	212	\$14,840.00		\$0.00	
Clerical/Administrative	\$45	37	\$1,665.00	1	\$45.00	
Survey Crew	\$150	192	\$28,800.00	10	\$1,500.00	
Misc Cost			\$4,000.00			
		Subtotal:	\$95,600.00		\$3,070.00	
		Subtotal:	\$96,625.00		\$307.00	
	10%	Contingency:	\$9,662.50			
		Contract Total:	\$106,287.50		\$3,377.00	

print sign date

print sign date

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 9/15/08
Department Name Employee Name Date
Request made by: A.J. Basile of Carly Ann Basile 660-9064
Name Phone
1780 W. Aronmink Way Meridian ID 83640
Address Carly - cell 284-7710
fax 387-6853

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): 010, _____, _____
Lot(s): _____, _____, _____, _____, _____, _____ Block: NEB Section: RIV

Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner / / Executor* Other* Father of deceased

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

Title transfer fee (\$ N/A) attached**. \$100.00 fee for new door

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vannie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Carly Ann Basile
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 450⁰⁰ per lot.
R.D.F. 9/16/08
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / / No.
Person making request is authorized to execute the claim: MCG 9/17/08
Attorney Init. Date

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

Susan K. Weather 9-30-08
City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

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

**CITY COUNCIL
STAFF REPORT**

DATE: October 7, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Acceptance of Waterline Easement from Kootenai Hospital District**

DECISION POINT

The City Council must accept all easements on behalf of the City.

FINANCIAL ANALYSIS

There is no cost to the City.

PERFORMANCE ANALYSIS

New facilities construction at the Kootenai Medical Center has required the need for a domestic water line extension that connects two existing lines to provide additional looping and increased redundancy on the medical center site. All water mains that provide water and fire service are the property of the City, and, easements are required when they are located on private property. The attached utility easement encompasses the main extension and protects the City's interest in the line.

RECOMMENDATION

Accept the easement on behalf of the City and direct the City Clerk to proceed with the recordation of the document.

**GRANT of EASEMENT
FOR WATER MAIN AND APPURTENANCES**

KNOW ALL MEN BY THESE PRESENTS, that Kootenai Hospital District, whose address is 2003 Lincoln Way, Coeur d'Alene, Idaho 83814, with James M. Curtis, MD, Board Chairman, **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim, and convey unto the **CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation**, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of a potable water line and appurtenances, over and through the following described property in Kootenai County, to wit:

See attached "Exhibits A & B" incorporated herein.

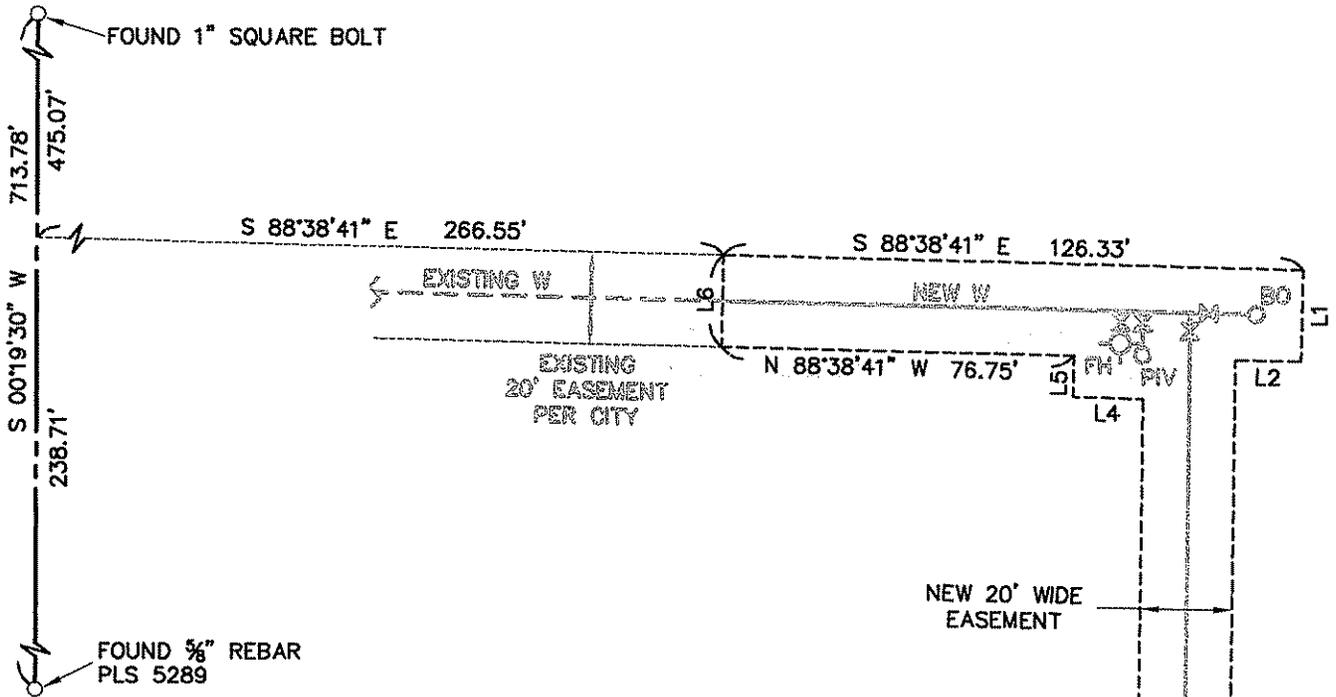
TO MAINTAIN AND/OR USE a water pipeline, together with such fixtures and appurtenances, at such locations and elevations, upon, along, over and under the right-of-way described below as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation.

GRANTOR, their heirs, successors and assigns, shall not erect or construct or permit to be erected or constructed any building, structure or improvement, or plant any tree or trees, or plant any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the City of Coeur d'Alene as evidenced by the signature of the Water Department Superintendent on an approved plan. **GRANTOR**, their heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

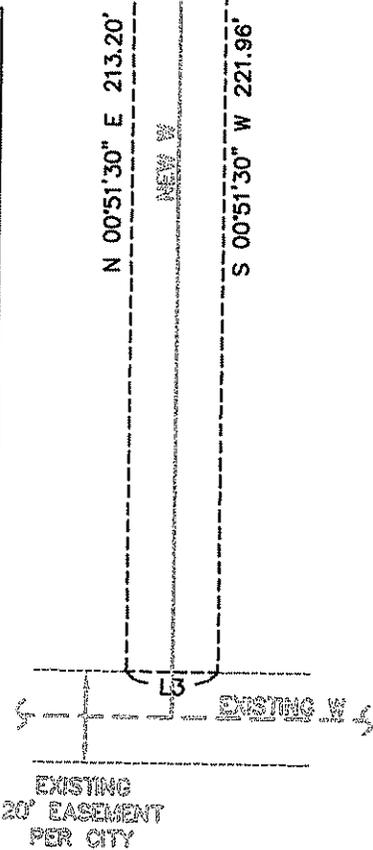
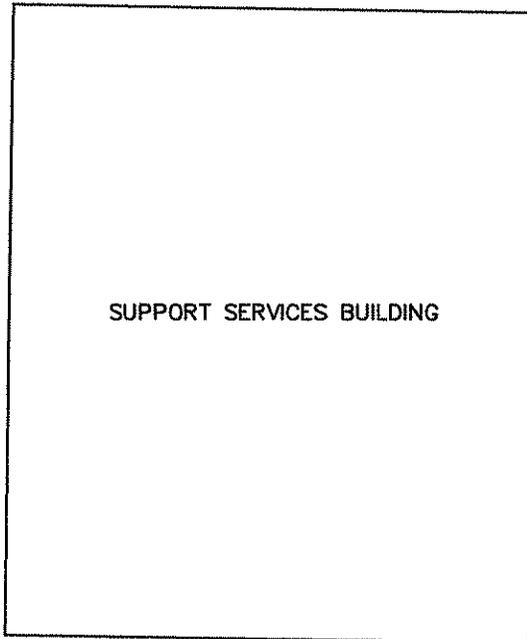
GRANTOR agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

GRANTOR expressly warrants and represents that **GRANTOR** has the power to grant this easement in accordance with its terms.

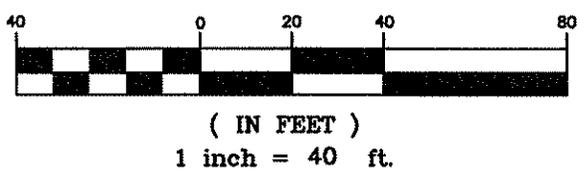


LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	S 01°21'19" W
L2	14.44'	N 88°38'41" W
L3	20.00'	N 89°08'30" W
L4	15.22'	N 88°38'40" W
L5	8.93'	N 01°21'19" E
L6	20.00'	N 01°21'19" E



LEGEND

- FOUND SURVEY PINS AS NOTED
- ⊗ WATER VALVE
- FH ⊗ FIRE HYDRANT
- PIVO ⊗ POST INDICATOR VALVE
- ⊗ ⊗ BLOW OFF



TITLE: KOOTENAI MEDICAL CENTER
SUPPORT SERVICES BUILDING PROJECT
NEW WATER LINE EASEMENT ILLUSTRATION

SCALE: 1"=40' **DATE:** 9/17/08 **FILE:** K48-WTR EX.dwg

FRAME & SMETANA, PA
Consulting Engineers
603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph. (208)684-2121/Fax: 785-5502/ Email: smetana@adelphia.net

ES

SHEET
1 OF 1

**LEGAL DESCRIPTION
WATERLINE EASEMENT
KOOTENAI MEDICAL CENTER**

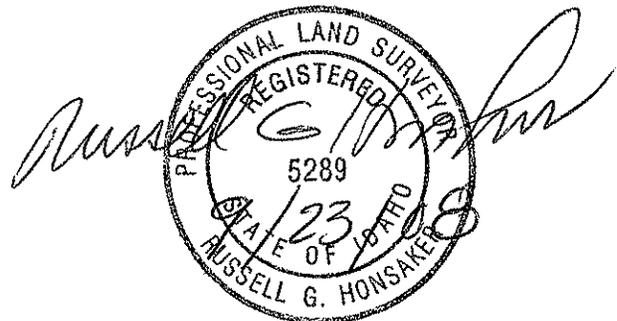
A PORTION OF THAT PARCEL SHOWN ON RECORD OF SURVEY, IN BOOK 22, PAGE 406, INSTRUMENT NUMBER 1885775, RECORDS OF KOOTENAI COUNTY, IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO, FOR THE PURPOSES OF CONSTRUCTION, MAINTANANCE AND IMPROVEMENT OF A WATERLINE, MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL, SAID CORNER BEING A FOUND 1 INCH SQUARE BOLT;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL, S 00°19'30" W, 475.07 FEET;

THENCE LEAVING SAID WESTERLY BOUNDARY LINE, S 88°38'41" E, 266.55 FEET TO THE NORTHWEST CORNER OF SAID PORTION OF LAND AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUING, S 88°38'41" E, 126.33 FEET;
THENCE S 01°21'19" W, 20.00 FEET;
THENCE N 88°38'41" W, 14.44 FEET;
THENCE S 00°51'30" W, 221.96 FEET;
THENCE N 89°08'30" W, 20.00 FEET;
THENCE N 00°51'30" E, 213.20 FEET;
THENCE N 88°38'41" W, 15.22 FEET;
THENCE N 01°21'19" E, 8.93 FEET;
THENCE N 88°38'41" W, 76.75 FEET;
THENCE N 01°21'19" E, 20.00 FEET TO THE TRUE POINT OF BEGINNING.



CITY COUNCIL STAFF REPORT

DATE: October 7, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Acceptance of Easement for Ingress/Egress in Block 10, Aresvik
Addition (4th St & Best Avenue)

DECISION POINT

The City Council must accept all easements on behalf of the City.

FINANCIAL ANALYSIS

There is no cost to the City.

PERFORMANCE ANALYSIS

In December 2005, the "strip mall" complex at the northeast corner of 4th Street and Best Avenue was destroyed by fire. Vehicle traffic on that block had utilized the north/south alley behind the complex, and, the "vacated" east/west alleys for rear yard, trash collection and utility access. Although the east/west alleys had been vacated in 1982 & 1984, vehicles continued to utilize the shopping center parking lot for access. New construction (2008) on the subject property utilized the site with a different design, and since the east/west alley access had been previously vacated, legal access to the adjoining side streets (4th & 5th) was technically non-existent. The owner of the newly constructed shopping center, has provided the City (public) with an easement (attached) for ingress/egress over and across the northerly boundary of the subject property, that also provides legal access to the north/south alley. The result of this easement, is legal uninterrupted access for the public in both the north/south and east/west directions.

RECOMMENDATION

Accept the easement on behalf of the City and direct the City Clerk to proceed with the recordation of the document.

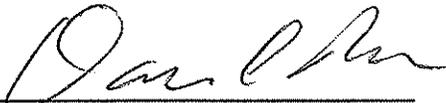
**GRANT of EASEMENT
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that David Rucker and Valerie Rucker, husband and wife, and, Janoco, LLC, a California Limited Liability Company with David Rucker as Managing Member, whose address is 554 Lincoln Drive, Ventura CA, 93001, Coeur d'Alene, Idaho 83814, **GRANTORS**, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged do hereby grant, and convey unto the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, an easement for the purpose of ingress and egress across, over and through the following described property in Kootenai County, to wit:

See attached "Exhibit A & B" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the **GRANTORS** do hereby grant the right of use in said strip of land for public use. Said strip of land may not be encroached upon, altered, or, obstructed in any way that would prevent the free movement of vehicular traffic without written authorization of the Grantee. Said Grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the **GRANTORS**.

IN WITNESS WHEREOF, the **GRANTORS** have caused this instrument to be executed this 15th day of September, 2008.

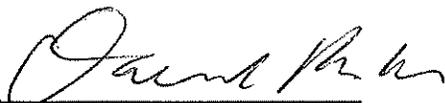


David Rucker



Valerie Rucker

Janoco, LLC

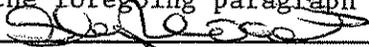
By: 

David Rucker, Managing Member

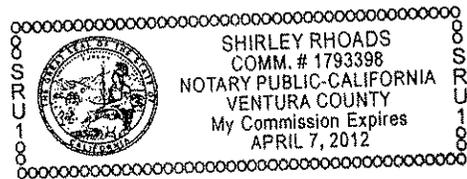
STATE OF California)
) SS
County of Ventura)

On this 15th day of September, 2008, before me a Notary Public, personally appeared David Rucker and Valerie Rucker, husband and wife, known or identified to me to be the individuals who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Public for the State of California
Residing at: Ventura, CA
My Commission Expires: 4/7/2012



STATE OF California)
) SS
County of Ventura)

On this 15th day of September, 2008, before me, a Notary Public, personally appeared David Rucker, known to me to be the Managing Member, of Janoco, LLC, and the person who executed the foregoing instrument on behalf of said limited liability corporation, and acknowledged to me that such limited liability corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Public for the State of California
Residing at: Ventura, CA
My Commission Expires: 4/7/2012

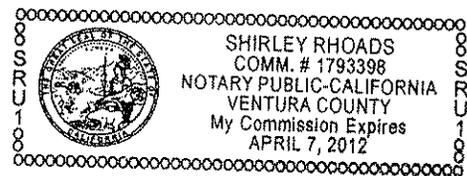
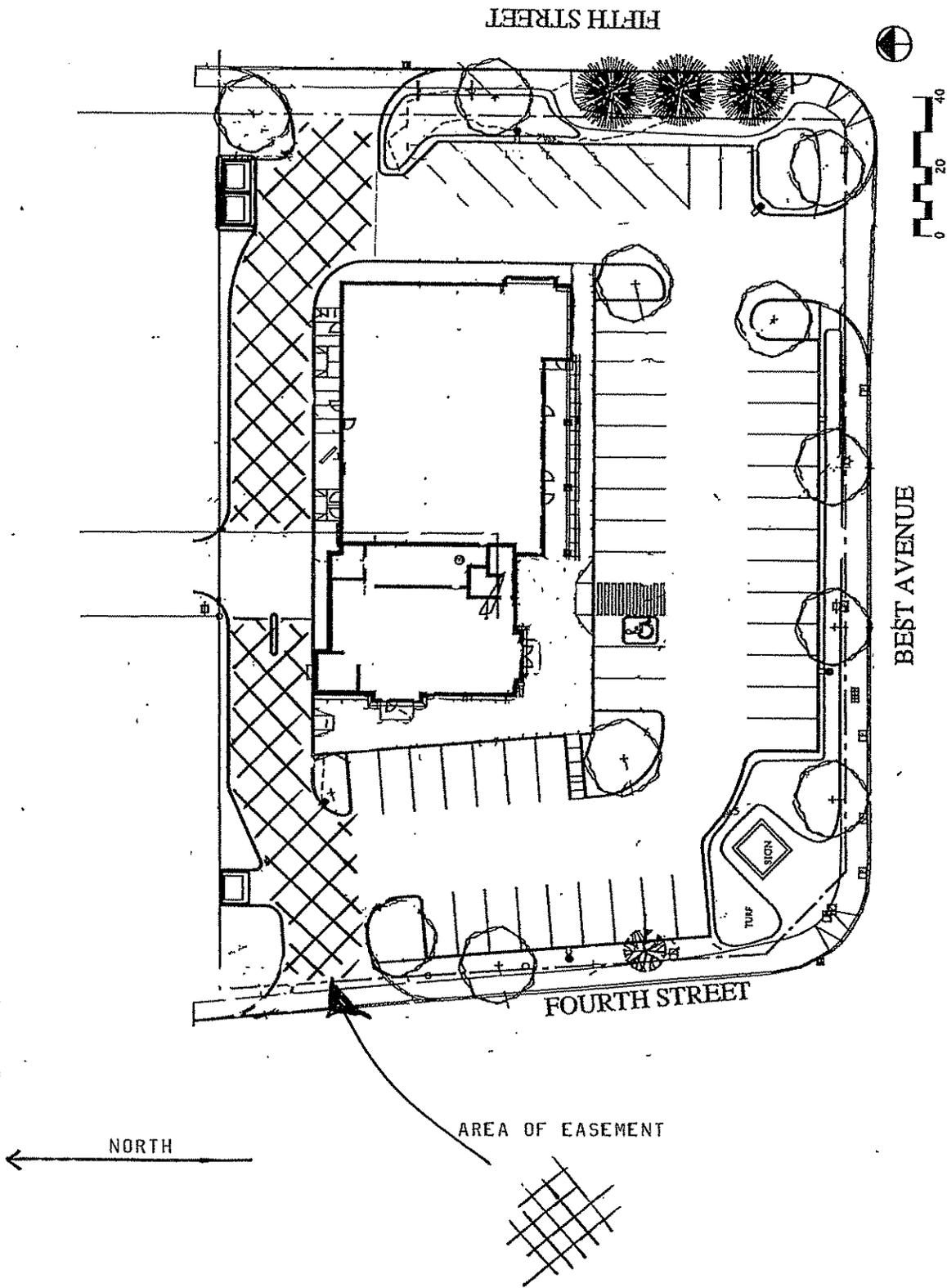


Exhibit "A"

That portion of Aresvik Addition to Coeur d'Alene, Idaho, situated in Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and recorded in Book "C" of Plats, Page 251, records of Kootenai County, more particularly described as follows:

The north forty five feet (45') of Lot 3, Block 10, less the south seventeen feet (17') of the east forty feet (40'), and, the north forty five feet (45') of Lot 4, Block 10, less the south seventeen feet (17') of the west seventy eight feet (78').

EXHIBIT "B"



**CITY COUNCIL
STAFF REPORT**

DATE: October 7, 2008
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Trails End – A Condominium, Final Plat Approval



DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one lot, four building multi unit (48) residential condominium development.

HISTORY

- a. Applicant: Norton Karno
16255 Ventura Boulevard
Suite 1200
Encino, CA 91436
- b. Location: South side of Golf Course Road adjacent to the new Kroc Community Center.

FINANCIAL ANALYSIS

There are no financial agreements associated with this final plat approval.

PERFORMANCE ANALYSIS

This is a condominium platting of an existing apartment complex and the final plat document is ready for recordation. All development related issues were addressed through the building permit process at the time of construction of the buildings on the subject property.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

September 22, 2008
GENERAL SERVICES COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Deanna Goodlander
Council Member Ron Edinger
Council Member John Bruning

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Warren Wilson, Asst. City Attorney
Pam MacDonald, Human Resource Dir.
Victoria Bruno, Project Coordinator
Amy Ferguson, Executive Assistant

Item 1 Council Bill No. 08-1018 – Amending Parking Commission Membership

Victoria Bruno, Project Coordinator stated that at the September 9th Student Representative reception she received a request from Parking Commissioner Jim Elder to consider having a student representative on the Parking Commission. Mrs. Bruno asked for the committee's recommendation as to whether or not the commission should have a student representative and, if so, whether or not the student should have voting rights. She further stated that adding a student representative to the Parking Commission would create consistency among the various boards, commissions, and committees.

MOTION by Bruning, seconded by Edinger, that Council adopt Council Bill No. 08-1018, amending the City's Parking Commission membership to include a voting student representative. Motion carried.

Item 2 Consultant Agreement with Mark Hinshaw – Commercial Zoning Design Standards Consent Calendar

Warren Wilson, Assistant City Attorney, presented a request on behalf of Dave Yadon, Planning Director, for council approval of a professional services contract with LMN Architects (Mark Hinshaw) for the development of city-wide commercial zoning districts design standards. Mr. Wilson said Mr. Hinshaw has been helping the city for a period of time now with some planning amendments to the code. This new professional services contract coordinates with the priorities of the Planning Commission which have been approved by the council.

Councilman Bruning commented that the commercial zones haven't been looked at since the early 1980's and he feels it is time to do this. Councilman Edinger asked about the contract amount being a large chunk of the Planning Department budget for professional services and questioned what would happen if an urgent need came up. Mr. Wilson responded that if an urgent need comes up they would put their heads together and discuss it with the Finance Director.

MOTION: Motion by Edinger, seconded by Bruning, to recommend Council approval of Resolution 08-053 approving the Professional Services Agreement with LMN Architects (Mark Hinshaw) in the amount of \$29,990.00. Motion carried.

Item 3 Employee Benefits – Plan Changes and Renewal Rates Consent Calendar

Pam MacDonald, Human Resources Director, presented a request for council approval of benefit plan changes and renewal rates effective October 1, 2008. She explained that the Medical Insurance Review

Committee meets monthly to review market trends, review alternate plans, and consider changes. They ultimately make the recommendations.

Ms. MacDonald discussed the changes to the two dental plans. Blue Cross Dental will increase 2% for administrative fees. That plan also has an increased benefit that the carryover of \$250.00 for the maximum payout. If less than \$500.00 of benefits is used in one year, \$250.00 will be carried over to the next year. The maximum carryover benefit is \$1,000.00 per year. Willamette Dental will increase 7.5%. The co-pays will increase.

The Medical Insurance Review Commission has recommended that the city no longer offer the Blue Cross of Idaho medical plan based on the number of members in the plan now and the percentage of increase. Group Health medical increased 1.6%. Removing the Blue Cross medical option allowed the committee to offer two plans through Group Health. One plan offers the same benefit coverage, and the other plan has a higher rate of co-pay and a deductible, along with some additional VEBA dollars and a little lower premium.

Long Term Disability rose 8%. There were no changes or increases in the life insurance policy and flexible spending account.

MOTION: Motion by Edinger, seconded by Bruning, to recommend Council approval Resolution No. 08-053 approving the benefit plan changes and renewal rates as outlined in the staff report.

**Item 4 Bid Acceptance – Fire Station I – Remodel
Consent Calendar**

Jon Ingalls, Deputy City Administrator, presented a request for council acceptance of the low construction bid from Polin & Young Construction Company for the remodel of Fire Station 1. Mr. Ingalls commented that this is the last piece of the G.O. Bond for the improvement of Fire Department facilities. The city built a new training tower and made improvements to Fire Station 2, as well as funded Fire Station 3. The total bid to renovate Fire Station 1 is \$413,185.00. This will include a renovation of the old basement area, cleaning up building code deficiencies, as well as habitability enhancements.

Councilman Edinger asked what the estimated cost was for the remodel of Fire Station 1. Deputy Chief Washko responded that they had \$526,000 set aside. At this point they have spent \$32,000 for the front ramp during the Administration building construction job. They will have to replace the electrical service in the remodel and are looking at the possibility of having a 1-2% overage on the whole project. He further stated that the city received six bids for the project and they were happy with the quality of the bids received. Deputy Chief Washko further commented that Polin & Young is a very reputable company.

MOTION: Motion by Edinger, seconded by Bruning, to recommend Council approval of Resolution No. 08-053 authorizing the City of Coeur d’Alene to enter into an agreement with Polin & Young Construction Company for the remodel of Fire Station 1, for the total low bid of \$413,185.00.

The meeting adjourned at 12:15 p.m.

Respectfully submitted,

Amy C. Ferguson
Recording Secretary

GENERAL SERVICES COMMITTEE

DATE: September 22, 2008

FROM: Victoria Bruno, Project Coordinator

SUBJECT: COUNCIL BILL NO. 08-1018: Amending the Parking Commission Membership

DECISION POINT:

Would the General Services Committee recommend approval of Council Bill No. 08-1018 amending the membership of the Parking Commission to include a student representative?

HISTORY:

In 2000, the City Council encouraged youth participation in city government by having student representatives serve on the various City Committees, Commissions, and Boards.

In 2005, the City Council established by ordinance the Parking Commission. M.C. 2.66.010 - ESTABLISHED; MEMBERSHIP; TERMS: however, it does not include a student representative. Therefore, staff is requesting that a student representative be added to this Commission's membership. Staff is also requesting that the General Services Committee make a recommendation as to whether this should be a voting or non-voting member of the Parking Commission.

FINANCIAL ANALYSIS:

The cost for publishing and codifying the amendments to City Codes have been included in the Municipal Services Department budget.

PERFORMANCE ANALYSIS:

By including a student representative on the Parking Commission, it will provide a greater consistency in the student memberships of the various City Committees, Commissions, and Boards.

DECISION POINT/RECOMMENDATION:

Staff recommends that the General Services Committee recommends adoption of Council Bill No. 08-1018, amending the City's Parking Commission membership to include a voting/non-voting student representative.

COUNCIL BILL NO. 08-1018
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.66.010 INCREASING MEMBERSHIP FROM 9 MEMBERS TO 10 TO INCLUDE A HIGH SCHOOL STUDENT WHOSE TERM SHALL BE FOR ONE YEAR; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1 . *That Coeur d'Alene Municipal Code Chapter 2.66 Parking Commission - Section 2.66.010, is hereby amended to read as follows:*

2.66.010: ESTABLISHED; MEMBERSHIP; TERMS:

- A. There is established a parking commission in the city which shall consist of ~~nine~~ ~~ten~~ (9)10 members who will receive no salary. Members of the parking commission shall be appointed by the mayor and confirmed by the city council and any members may, in a like manner, be removed.
- B. The members shall consist of one representative of the downtown master places implementation committee (committee of 9); two (2) property/business owners within the DC district; one Lake City Development Corporation board member; one downtown employee; one representative from North Idaho College; one Fort Grounds neighborhood resident; ~~and~~ two (2) community at large members from outside the above named areas/businesses; and one member shall be a high school student, who attends school within the boundary of School District #271, between the ages of fourteen (14) and eighteen (18) years old. One member of the city council shall act as a liaison for the parking commission with the city council.
- C. The terms of members shall be staggered in such a manner that the terms of no more than three (3) of those members shall expire in any one year. The respective terms of office of the first members appointed shall be determined by lot at the first meeting of the commission. Three (3) of such members shall hold office for a term of one year, three (3) for two (2) years, and three (3) for three (3) years. Thereafter, the term of office of each appointed member shall be three (3) years except for the high school student whose term shall be for one year.

D. Vacancies in such commission occurring otherwise than by expiration of the term shall be filled by the mayor and confirmed by the city council for the unexpired term.

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, ADOPTED and SIGNED this 7th day of October, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 2.66 Parking Commission - Section 2.66.010

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.66.010 INCREASING MEMBERSHIP FROM 9 MEMBERS TO 10 TO INCLUDE A HIGH SCHOOL STUDENT WHOSE TERM SHALL BE FOR ONE YEAR; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Chapter 2.66 Parking Commission - Section 2.66.010, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 7th day of October, 2008.

Warren J. Wilson, Chief Deputy City Attorney

CITY COUNCIL STAFF REPORT

DATE: October 7, 2008
FROM: Tim Martin, Street Superintendent

SUBJECT: DECLARATION FOR SOLE SOURCE PROCUREMENT

DECISION POINT: Request Council authorization to purchase one (1) new **AccuBrine** Automated Brine Maker.

HISTORY:

The 2008-2009 budget included a Brine Solution Center for \$80,000.00. This program was a top ten priority at April's strategic planning session. The **AccuBrine** automated Brine Maker is a system that will allow us to be able to supply our need for deicer and not rely on outside sources for product availability. There is a very competitive market in the industry for de-icer. This sole source justification fit the criteria outlined in Idaho Statute 67-2808 as a process improvement (safety).

FINANCIAL ANALYSIS:

The 2008-2009 Financial Plan includes \$80,000 for new Brine Solution Center.

PERFORMANCE ANALYSIS:

With the purchase of the Cargill **AccuBrine** System we will be able to blend materials at precise amounts. By purchasing this machine we will not have the need to spend many hours building and assembling our own system. The **AccuBrine** system will come off the shelf ready to tie into the system that we have already set up on site.

Many other features of this system are:

- Automated Salinity control
- Data log report (both brine solution, salt and water usage)
- Self Diagnostic
- Storage Sensors
- Temperature Brine Concentration
- Self Cleaning

Cargill is one of the leading manufactures for brine systems and the sole source for automated systems.

With today's market and the price of winter road deicers (salt, magnesium chloride) rising, the purchase of this automated machine will allow us to be prepared for slick streets from the start of winter season. If we were to purchase all components individually for the system there will be a considerable time delay to have the system in place before the end of winter. Our goal is to be up and running by mid November.

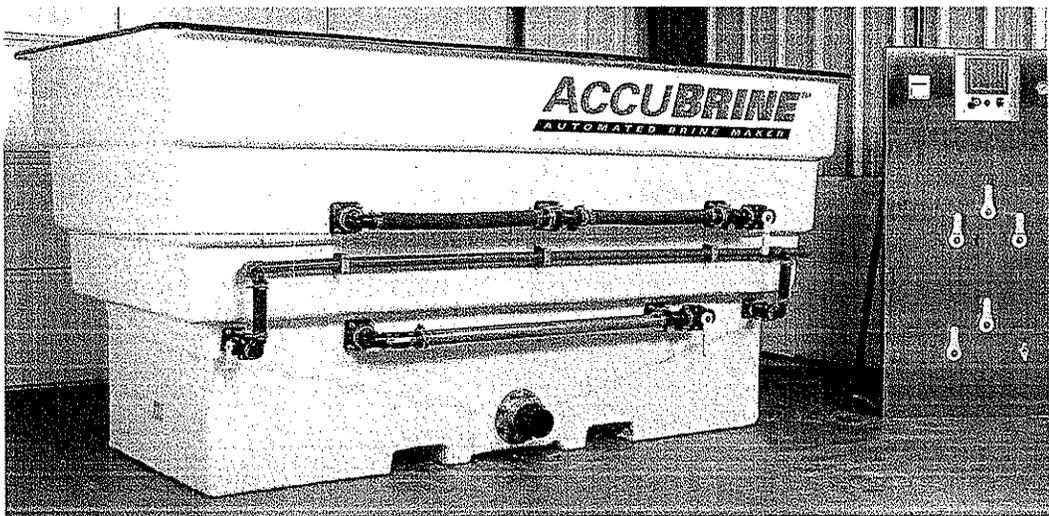
DECISION POINT/RECOMMENDATION:

The Council is requested to authorize staff to publish a declaration for the sole source procurement of one (1) **AccuBrine** Automated Brine Maker manufactured by the Cargill, Inc.

Attachment: Catalog Cut

ACCUBRINE™

AUTOMATED BRINE MAKER



ACCUBRINE™ AUTOMATED BRINE MAKER

*Keep your roads safer
with fewer operator hours.*

Brine is a highly effective solution for combating snow and ice issues on roadways. With its ability to work as a pre-treatment, brine is becoming an increasingly effective and economic deicing choice.

Now, Cargill Deicing Technology makes brine production more efficient and cost-effective than ever with ingenious new technology—AccuBrine™ automated brine maker. The AccuBrine™ automated brine maker gives you all the benefits of brine use—without the typical production and supply headaches.

All the benefits of brine—now faster, cleaner, and more efficient.

Helps achieve your ideal salt concentration.

The AccuBrine™ automated brine maker puts you in control.

- You produce your own brine. Typical production and supply hassles are drastically reduced.
- The AccuBrine™ automated brine maker allows you to produce brine on demand when the need arises, or store it for later use.
- Produce your own "hot mixes." Blending additives is easy and accurate with the AccuBrine™ automated brine maker. Additives can be injected from 0 to 100%.

Lower your operational costs.

- The AccuBrine™ automated brine maker is a great investment. The initial investment is quickly recovered in money saved in operational costs.
- State-of-the-art control system frees up employees for other duties.
- Low maintenance. The AccuBrine™ automated brine maker is constructed of non-corrosive, marine-grade fiberglass. The construction is both reliable and durable.

State-of-the-art automated production.

- Consistent quality. Concentration levels are continuously monitored to ensure brine meets your specifications.
- Programmable Logic Controller. The PLC initiates the dilution process while a second sensor re-checks concentration and accepts or rejects the batch.
- "Smart" sensors monitor valve function. The PLC and sensors work together to determine whether all valves are functioning. Manual valves override electric components if needed.
- Accurate data tracking. The PLC tracks daily and seasonal data including production volume, water, salt, and additives usage, and operator hours.

Self-diagnostics help save time and money.

- Problems are identified. In the event of a malfunction, the PLC informs the operator of the failure and provides corrective measures.

Clean equipment means quality brine.

- Bottom-down water flow. The water flow design produces a cleaner, more highly concentrated brine.
- Cleaner brine means less sediment (sand, silt, etc.). Sediment buildup in storage tanks is reduced. Flow meter and pump-seal failures are less likely.
- Fast, effective cleanout. Simply open cleaning valves and sediment is flushed through the built-in sump.

September 8, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers
Council Member Al Hassell

GUESTS PRESENT

Kent Phelps, Item #1
Susan P. Weeks, Item #1
Bob McAdams
Jane & Russ Merriman
David Dutton

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Gordon Dobler, City Engineer
Tim Martin, Street Supt.
Renata McLeod, Project Coordinator
Victoria Bruno, Project Coordinator
Pam MacDonald, Human Resource Dir.
Jim Markley, Water Supt.
Judy House, Risk Manager
Karen Haskew, Urban Forester
Warren Wilson, Asst. City Attorney
Troy Tymesen, Finance Director
Robert Royce, Streets Dept.
Amy Ferguson, Executive Assistant

Item 1 Request for Water Service Outside City Limits on Johnson Road

Jim Markley, Water Superintendent, presented a request from Kent and Tracy Phelps, through their attorney, Susan Weeks, for water service outside the City Limits, or if that would not be possible, the relinquishment of the city's interest in the well jointly held with the owners. The property is located at 1894 Johnson Road. Mr. Markley noted that the Phelps came before the Public Works Committee in August of 2007 and requested water service. At that time their request was denied. Mr. Markley said that in looking at the water policy, he doesn't see any change in circumstances that would necessitate a reversal of the decision of council. In regard to the relinquishment of water rights, Mr. Markley noted that staff has no objection since the water rights are very small and not significant enough to impact the water system.

Mr. Markley explained that the original request was for the parent parcel since the owners had trouble with their well. The owners asked for water hookup for the parent parcel and it was granted. In granting the water service for the parent parcel, the owners gave the city the water rights to their well. Mr. Markley said that if the city gives the water rights back to the owner, he would like to make it clear a failure of the well would not qualify for the city's "good neighbor" policy.

Councilman Kennedy asked about the effect of granting water rights in light of the current water adjudication. Mr. Markley confirmed that it would have no impact on the city's water adjudication rights.

Susan Weeks, the attorney representing the Phelps, said that she was hired by the Phelps to do some title and history research. She stated that the parcel has always been two separate parcels of property and that only the tax assessments were consolidated. The client wishes to build on the second parcel. Ms. Weeks found during her research that the city first granted the "good neighbor" policy to the individual who owned the property. Ms. Weeks has two concerns in that there is a possibility that since the well has been inactive for such a long period of time, there

may be a “laches” argument that it may not be able to be reactivated. The other issue is if the well fails, she feels that the Phelps should qualify for a “good neighbor” exception.

Ms. Weeks stated that under the history of this parcel, the city could look at modifying the exceptions and allow for the hookup. Councilman Hassell stated that one of the main reasons the water policy was instituted in the first place is that if the city’s water system in that area fails, they would have to do some major replacements. The city cannot assess someone on our system but out of the city limits. As a result, it would be an unfair tax burden to the residents of the city. Ms. Weeks stated that she represents some municipalities and you can address that concern through a contract wherein an individual would be subject to an LID assessment. Her client would be willing to sign such a contract and they would make it appurtenant to and be recorded to run with the land.

Mr. Markley confirmed that the property is not adjacent to the city limits for annexation purposes. Ms. Weeks confirmed that her client would be willing to sign an annexation waiver.

Mr. Phelps said that the property has always been split and wasn’t just recently done. Mr. Markley stated that there was one structure on the property and that is where the hookup was given. The rest of the property is vacant. Ms. Weeks stated that she believes that when the original owner, Ulvan, gave away his water rights, it was his understanding that he would be getting water service for both lots. Mr. Phelps confirmed that he wants city water hookups and is not really interested in getting the water rights back.

Warren Wilson, Assistant City Attorney, stated that the city’s policy dealing with failed water services provides that the owner of a parcel with an existing residence will be allowed one hookup if they can prove that the well is failing. If there were two pieces of property all along, only one of them met the policy because there was a residence on it. The policy was aimed at providing one hookup for each qualifying lot at the time the property qualified to receive water service. Mr. Wilson explained that the city is attempting to help people out without putting the water system in jeopardy. He further stated that the city doesn’t have a significant amount of extra capacity in that area. The policy provides for one hookup per existing residence and there is not an existing residence. The applicant wants this service so they can build. The water policy was not intended for further development.

MOTION by McEvers, seconded by Kennedy, to bring this matter forward to the full council without a recommendation.

DISCUSSION: Councilman Kennedy said that he thinks it is the fairest thing to do and that the council may need to take a second look at the policy. He can see where this could be a creeping problem.

Councilman Hassell said that he remembers the initial discussion regarding creating the “good neighbor” policy. There were several councilmen at that time who were adamantly opposed to any service outside the city. He feels that it needs to go back to the council for review. He further asked that maps, minutes of original discussions, and previous council minutes be provided to council for their review.

VOTE: Motion carried.

Item 2 Sidewalk Policy – Updates and Clarifications

Jon Ingalls, Deputy City Administrator, presented a powerpoint presentation on the sidewalk policy, reimbursement alternatives, and implementation of the priority plan. He stated that with the adoption of the 2008-09 Budget, council created a new ADA hazard abatement account. As part of that process, staff was asked to draft a sidewalk policy statement, provide recommendations for incentive and reimbursement, and draft a 5 year priority plan.

Mr. Ingalls reviewed the history of the different alternatives that were reviewed and discussed by council. The ADA Hazard Abatement Account was created with work to be performed by city employees. The account was funded with \$200,000 from foregone taxes. The city will systematically work their way around town fixing sidewalks.

As part of the council's direction, staff was asked to put together a prioritization plan and to look at the city's ordinances to make sure they are in sync with where the city is going. Council also asked staff to look reimbursements and incentives. The incentive plan would create for property owners an opportunity to repair a sidewalk that is not in the 5-year priority plan. The property owner would be able to apply to the city and get at least a partial reimbursement.

Mr. Ingalls discussed reimbursements for the approximately 30 people who complied with the original sidewalk repair letters. One option would be partial reimbursement similar to the rates and limits set out in the incentive program. Council could also consider a full dollar for dollar reimbursement up to the scope that was directed in the letters.

Councilman McEvers asked about the \$20.00/lineal foot, \$500.00 year proposed incentive. Mr. Ingalls confirmed that that figure was based on analysis and staff believes that it is a pretty realistic figure of what it might cost for the majority of their directed scope of sidewalk repairs.

Councilman McEvers asked if the incentive plan includes trees. Mr. Ingalls said that the \$500.00 per year figure would encompass an encroachment permit, concrete work, tree work, or whatever it takes. It probably won't come close to paying for the entire bill but it would be an incentive. .

Councilman McEvers asked about continuous enforcement and if notices would still go out. Mr. Ingalls said that primarily it would be a complaint driven process. He further confirmed that areas that are included in a LID or BID would not be included in the policy.

Mr. Ingalls confirmed that the preponderance of the plan meshes with ADA policies in regard to civic areas first, then commercial, then residential, but other things will also be taken into consideration. He further explained the five year priority plan which will be updated and brought forward to council on a yearly basis. The plan is a balance between looking at what the ADA says and also recognizing that we have 350 pedestrian ramps out there. The priority plan takes advantage of that tremendous amount of work and starts connecting it. It makes sense to go back and make meaningful, accessible routes.

Mr. Ingalls explained that Street Superintendent Tim Martin worked with a member of the Ped/Bike Committee (Aman Sterling), and a few residents of the city, including Don Waddell, and Russ and Jane Merriman. It was helpful to bring in citizens with a vested interest in these routes. They felt that in some cases you could do only one side of a street and be able to free up resources to go and do more in terms of accessibility.

Mr. Ingalls confirmed that the sidewalk program would not affect the requirement to bring things up to standard as part of the building permit process. A permit over \$15,000 triggers the requirement.

Councilman Kennedy asked about those citizens who may have repaired the sidewalks on their entire property when they were only instructed to do a few panels. Mr. Ingalls stated that he felt the city claims adjudicator could sort through those types of things and that the original letters that were mailed were very specific as to what area of the sidewalk needed repair.

Mr. Ingalls confirmed that sidewalk repairs would have to be approved to qualify for the incentive program. He further stated that the ADA standards are on the city's web site.

Mr. Ingalls stated that the city will just be doing panel by panel "fixes," referring to the database that has already been prepared – they won't be laying out whole new sidewalks. Fixing the problems will take some effort, working with engineering, streets, urban forestry, etc. He would expect as a team to not have a situation where a large number of trees would have to be removed.

Councilman McEvers said that full reimbursement to those who have made their sidewalk repairs pursuant to the letters seems more fair. Councilman Kennedy also stated that he feels that the city should reimburse fully the directed scope of work. He feels like the 30 or so people who complied did the right thing.

MOTION: Motion by Kennedy, seconded by McEvers, to recommend Council approval of Resolution 08-___ approving the updated Sidewalk Policy Statement, with the revised language on the Incentive Program; AND authorizing staff to implement the 5-Year Priority Plan and fully reimburse for the directed scope work those property owners who complied with the original sidewalk repair letters sent by the City.

Motion carried.

The meeting adjourned at 5:07 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: 8 September, 2008
FROM: Jim Markley, Water Superintendent
SUBJECT: **Water service request outside City limits @ 1894 Johnson Road**

DECISION POINT:

Would the Committee support returning the water rights to this property under the provision that doing so would in no way entitle them to consideration for City water service outside City limits?

HISTORY:

The owners of this property came in last year and requested that the City amend their water service outside City limits policy and provide them a hook up to the City water system (a copy of that staff report is attached). The Committee denied the request. A revised request has been received and is attached to this report. In the request they are asking for the City to reconsider revising the policy or to relinquish our interest in the well jointly held by the owners of 1812 and 1894 Johnson Road.

POLICY BACKGROUND:

A review of the policy issues is contained in the August 27, 2007 staff report. There is no change from the conditions at that time and as a result Staff would recommend that the Committee uphold their prior action. The second part of the request is that the City relinquish whatever water rights we hold on the well. The water rights in the well are so small as to be of little use to the City system and Staff has no objection to returning them to the owners of 1894 Johnson Road provided that it is clearly understood that this action does not entitle them to any future City hook ups should their well fail at some point in the future.

IMPACTS:

Relinquishing any interest that we might have to a residential sized well will not have any impact on the City provided it is clearly understood that it does not entitle the grantee to future City water service should the well fail.

DECISION POINT/RECOMMENDATION:

Staff recommends denying the request for a new service outside City limits. We have no objection to relinquishing any rights the City might have for the existing domestic well provided it is clear that relinquishing such rights will not entitle the owner to future City water service should the well fail in the future.

JAMES, VERNON & WEEKS, P.A.

ATTORNEYS AT LAW

KERWIN C. BENNETT*
MURIEL M. BURKE*
SCOTT A. GINGRAS
LEANDER L. JAMES*
STEPHEN J. NEMEC*†
MICHAEL J. PAUKERT*
CRAIG K. VERNON*
SUSAN P. WEEKS

1626 LINCOLN WAY
COEUR D'ALENE, ID 83814
TELEPHONE: (208) 667-0683
FAX (208) 664-1684

*ATTORNEYS LICENSED IN IDAHO & WASHINGTON
†REGISTERED PATENT ATTORNEY

August 15, 2008

Via Hand Delivery

Mr. Jim Markley
Superintendent Water Department
3820 Ramsey Road
Coeur d'Alene, ID 83815

RE: Kent and Tracy Phelps
1894 N. Johnson Road, Coeur d'Alene, ID 83814 (Outside City Limits)

Dear Mr. Markley:

Thank you for discussing the above matter with me earlier this week. This letter will confirm that we have requested to be on the August 25, 2008 agenda with the Public Works Committee.

It is my understanding that the City provided the above address and the adjoining property at 1812 N. Johnson Road with a water service in the past under the condition that they sign a waiver to annexation and assign their water rights to the City. The properties were sharing a well that was failing.

My clients are the subsequent purchasers of the property at 1894 N. Johnson Road. Their piece of property was actually two separate lots, consolidated for billing purposes with the county tax assessor. When they purchased, their seller indicated that the City had agreed to provide water to both lots. When my clients applied to the City for water last year, they were informed that they did not fall within the guidelines of the ordinance for service outside city limits and the council refused their request.

Since then, I have done further research. I have discovered that the City did require the adjoining property at 1812 N. Johnson Road (Drs. Robin Shaw and Mary Jo Shaw) to quitclaim deed their water rights to the City. (A copy of the deed is attached.) The previous owner of 1894 N. Johnson Road informs me that he was told he also would have to deed over his water rights in the same well, but not until the second lot had been provided a service. I do not find a

August 15, 2008
Page 2

water rights quitclaim deed of record from him to the City. I believe there is a waiver to annexation for both of my clients' lots.

I have informed my clients that the deed to the City by the Shaws of their water rights did not eliminate Mr. and Mrs. Phelps' water rights in the joint well. The previous owner of the Phelps' property was under the impression that he had agreed not to use the well if the City gave him hook ups to his lots. He indicated the reason that he had not yet decided over his water rights in the well was because he had not yet obtained the second water hook up.

I recognize that citizens can be mistaken in their previous dealings with the City and we have no personal knowledge of what occurred with the previous owner. However, my clients desire to move forward with their project. If the City is not willing to give them a hook up, they need to know so that they can continue to use the well without challenge by the City. Therefore, I am once again requesting on behalf of my client that this matter be reviewed again to determine if the City would consider giving them a water hook-up under the facts of this case.

Thank you for your time and consideration in this matter.

Very truly yours,



Susan P. Weeks

Enclosure

1934296

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
CITY OF COEUR D'ALENE

2005 MAR 10 A 10:21

DANIEL J. ENGLISH *PR*

WATER RIGHTS QUITCLAIM DEED

DEPUTY
FEES N/C
2 pgs

KNOW ALL MEN BY THESE PRESENTS, that Robin Shaw and Mary Jo Shaw, Husband and Wife, hereinafter referred to as Grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby quitclaim, grant and convey unto the City of Coeur d'Alene, Kootenai County, Idaho, a Municipal Corporation existing pursuant to the laws of the state of Idaho, with its principal place of business at 710 Mullan Avenue, Coeur d'Alene, Idaho, hereinafter referred to as Grantee, any and all water rights attached to the following described property situated in Kootenai County, Idaho, to wit:

*1812 N. Johnson Road
Township 50 N, Range 3W, Section 7
Tax #14157, Tx # 15808 (IN SW-SE)
Kootenai County, Idaho*

TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTORS has set its hand and seal this 23rd day of February, 2005.

GRANTEE: CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

GRANTOR:

By: *Sandi Bloem*
Sandi Bloem, Mayor

By: *Robin Shaw*
Robin Shaw, Husband

ATTEST:

Susan K. Weathers
Susan K. Weathers, City Clerk

By: *Mary Jo Shaw*
Mary Jo Shaw, Wife

1934295

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this 23rd day of February, 2005, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and Robin Shaw and Mary Jo Shaw, husband and wife, hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

**1812 N. Johnson Road
Township 50 N, Range 3W, Section 7
Tax #14157, Tx # 15808 (IN SW-SE)
Kootenai County, Idaho**

the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the hereinbefore described property to the City of Coeur d'Alene, the Owners of said property agree and covenant that they will not oppose annexation of said property to the City of Coeur d'Alene and will cooperate to the fullest extent with the City in the annexation of such property.

2. That all costs and fees for connecting to and providing water service including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be borne by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.

3. That the connection to the City's water service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City and the Owners have signed the same, the day and year first above written.

CITY OF COEUR D'ALENE,

Sandi Bloem
Sandi Bloem, Mayor

OWNERS:

Robin Shaw
Robin Shaw, Husband

ATTEST:

Susan K. Weathers
Susan K. Weathers, City Clerk

Mary Jo Shaw
Mary Jo Shaw, Wife

1934296

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of March, 2005, before me, a Notary Public, personally appeared Sandi Bloom 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 Coeur d'Alene For + Falls
My Commission expires: 12-10-09

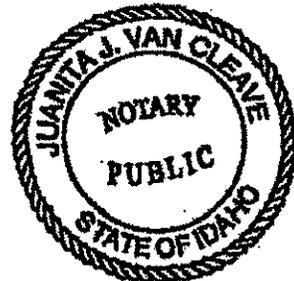


STATE OF IDAHO)
) ss.
County of Kootenai)

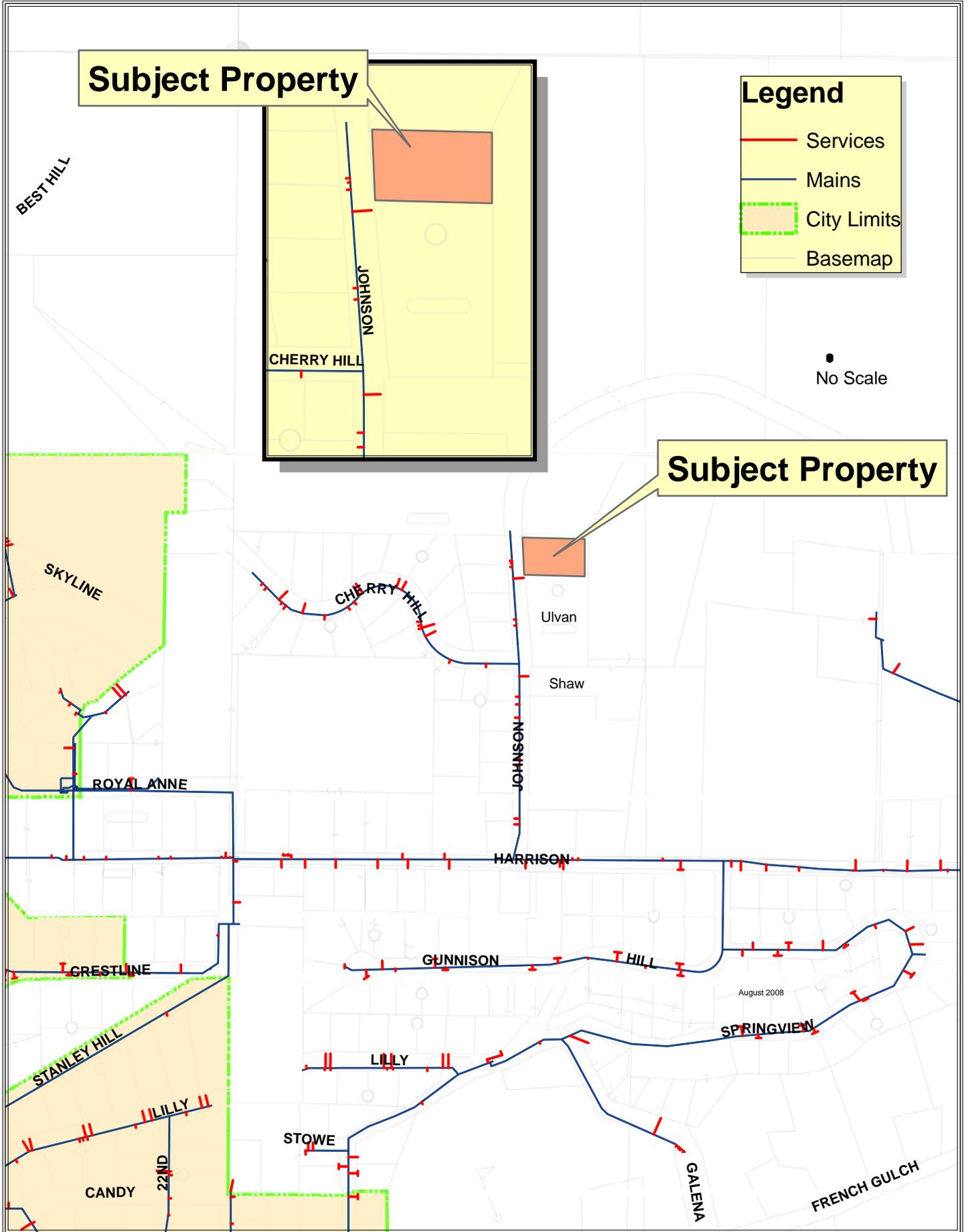
On this 23rd day of February, 2005, before me, a Notary Public, personally appeared Robin Shaw and Mary Jo Shaw, husband and wife, known to me to be the persons subscribed herein who executed the foregoing instrument and acknowledged that they voluntarily executed the same.

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


Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: 11/27/08



Phelps Service Request



POLICY: WATER SERVICE OUTSIDE CITY LIMITS

Goals:

To the extent possible it is the intention of this policy to:

- Limit new water service outside City limits to those properties that have a grandfathered/vested right to water service created by, monetary participation by the owner or a predecessor in interest, in construction of the main that would provide service to the property.
- Require qualifying properties to annex if possible or require the owner to consent to future annexation.
- Limit those properties outside City limits qualifying for water service to one residential (single family residence, ¾" meter) hook up for each parcel/lot existing at the time the property qualified to receive water service.
- Ensure the integrity of City boundaries.
- Minimize expenses for the City Water Dept. in upgrading facilities solely serving properties outside City limits.
- Ensure that the quality and quantity of City water service for City residents is not diminished by providing new water service outside City limits.
- Require the party seeking service to establish a right to the service.

Policy:

1. Annexation. A party seeking water service for a parcel outside City limits must annex into the City prior to receiving water service if the parcel is contiguous to the City limits. The party seeking annexation is responsible for all costs and fees associated with the annexation of their parcel.
2. Service Outside City Limits: If the party seeking water service cannot satisfy the annexation requirement, the party may be entitled to one residential hook up for a single family residence (¾ inch meter) if they can prove by a preponderance of the evidence that they meet all of the following conditions as well as one of the exceptions listed below in section 3:
 - A. The parcel or lot abuts a city water service main to which another service line can reasonably be connected; and
 - B. The City's water service to other customers will not be reduced below adopted standards if the requested water service is provided; and
 - C. The property owner signs an agreement consenting to subsequent annexation by the City at the City's discretion; and

D. The property owner agrees, in writing, to convey, without cost, all water rights attached to the parcel to the City upon request.

3. Exceptions: If the party seeking water service meets the conditions in section 2 above, they may be entitled to water service if they can prove by a preponderance of the evidence that they meet one of the following exceptions:

A. Approved Subdivisions: Each originally platted lot in the following subdivisions is entitled to one residential (3/4" meter) connection. If the lot, as originally platted has been further subdivided, the connection will be given to the first party who seeks service and meets the requirements of this policy.

- i. Approved Subdivision list:
 - a. Ponderosa Park.
 - b. Ponderosa Terrace.
 - c. Springview Terrace 1st addition.
 - d. Les James Subdivision.
 - e. Sky Blue Acres.
 - f. Aqua Terrace.
 - g. Nob Hill.
 - h. Rivercal Subdivision.
 - i. Morse Subdivision.
 - j. Stanley Hill Terrace.

B. Existing Residence with Failing Water Service: The owner of a parcel with an existing residence will be allowed one residential connection (3/4" meter) if the owner can prove by a preponderance of the evidence that the parcel's current water service is failing for reasons outside the parcel owner's control and there is no reasonable cost effective alternative to seeking City water service.

C. Other Qualifying Parcels: Owners of parcels not meeting any of the other exceptions listed in this section may be allowed one residential connection (3/4" meter) if they can prove, by a preponderance of the evidence, that the parcel for which service is being sought has a grandfathered right to water service. In order to establish that the parcel has a grandfathered right the owner must establish that the City or one of its predecessors specifically agreed, in writing, to provide water service to the parcel. This may be established by showing that the developer of the lot had a written agreement with the City or its predecessor to provide water to the lot in question or by establishing that the developer of the lot participated in the funding of the water main extension to the lot. It is not sufficient to merely establish that the lot is within an area where service would have been provided by the City under a previous policy or by one of its predecessors.

Prior Actions
Ulvan (original owner)

RESOLUTION NO. 05-003

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 AMENDMENT TO THE CITY'S WATER POLICY REGARDING ALLOWING WATER HOOK-UPS OUTSIDE OF THE CITY LIMITS FOR EXISTING RESIDENCES WHO'S CURRENT WATER SERVICE IS FAILING AND WHO CANNOT PRESENTLY ANNEX INTO THE CITY DESIGNATING CLAIMS/CODE ENFORCEMENT/RISK COORDINATOR TO PERFORM THE FUNCTION OF REMOVING ABANDONED/JUNK VEHICLES;.

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

1) Approval of an amendment to the City's Water Policy regarding allowing water hook-ups outside of the city limits for existing residences who's current water service is failing and who cannot presently annex into the City;

2) Designating Claims/Code Enforcement/Risk Coordinator to perform the function of removing abandoned/junk vehicles;

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 2" 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 18th day of January, 2005.


Sandi Bloem, Mayor

ATTEST

Susan K. Weathers
Susan K. Weathers, City Clerk

Motion by Reid, Seconded by Wolfinger, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER HASSELL	Voted <u>Aye</u>
COUNCIL MEMBER GOODLANDER	Voted <u>Aye</u>
COUNCIL MEMBER MCEVERS	Voted <u>Aye</u>
COUNCIL MEMBER REID	Voted <u>Aye</u>
COUNCIL MEMBER WOLFINGER	Voted <u>Aye</u>
COUNCIL MEMBER EDINGER	Voted <u>Aye</u>

_____ was absent. Motion carried.

**AMENDMENT TO THE POLICIES AND PROCEDURES
RESPECTING THE WATER SERVICE AREA AND MAIN EXTENSIONS
OUTSIDE CITY OF COEUR D'ALENE LIMITS**

It continues to be the policy of the City of Coeur d'Alene to provide no water main extensions within the Ultimate Service Boundary until such time as the affected property or properties to be served have been annexed to the City, except as provided in Exhibit B to Resolution 82-61 and this amendment.

1. Additional Exceptions.

In addition to compliance with all of the City of Coeur d'Alene policies and procedures respecting connection to the City's water service for parcels outside the City limits of the City of Coeur d'Alene, the City will allow one residential water hookup (3/4 inch meter) to an existing residence not otherwise eligible to receive water service from the City of Coeur d'Alene if the City has adequate water resources to provide the service and if the City Council finds to its satisfaction that:

- a. The parcel to be serviced is not contiguous to the City boundary and cannot be annexed at the time of the request; and
- b. The parcel abuts a city water service main to which another service line can reasonably be connected; and
- c. The parcel's current water service is failing for reasons not within the parcel owner's control and there are no reasonable cost effective alternatives to seeking water service from the City; and
- d. The parcel owner signs a document evidencing consent to subsequent annexation by the City of Coeur d'Alene at such time the annexation is convenient for the City.
- e. The parcel owner agrees to transfer any water rights, at his or her expense, to the City upon request.

February 7, 2005
PUBLIC WORKS COMMITTEE
Minutes

COMMITTEE MEMBERS PRESENT

Council Member Ron Edinger
Council Member Dixie Reid
Council Member Woody McEvers

CITIZENS PRESENT

Robin Shaw, PW Item #2
Gary Ulvan, PW Item #2
Matt Tosi, GS Item #1
Bill Dodd, GS Item #1
Steve James, PW Item #1

STAFF PRESENT

Warren Wilson, Asst. City Atty.
Kirk Johnson, IT Network Adm.
Amy Ferguson, Cmte Liaison
Jim Markley, Water Super.
John Stamos, Planning Dept.
Mike Gridley, City Attorney
Wendy Hague, City Administrator

NOTE: Due to the lack of a quorum on the General Services Committee, the General Services Committee meeting was cancelled and the agenda items were heard by the Public Works Committee.

**G. S. Item 1 Request for Use of City Streets – Coeur d'Alene Pedicab
(PW Committee)**

Matt Tosi and Bill Dodd presented a request for approval of a pedicab service to operate upon the city rights-of-way within the city limits of Coeur d'Alene. Mr. Tosi explained that the pedicabs would have a mountain bike-style front with a fiberglass seat on the back, and a maximum passenger weight of 500 pounds. Mike Gridley, City Attorney, confirmed that the pedicabs could be used on the Centennial Trail and that the only thing prohibited was motorized vehicles. After being questioned regarding where the bikes will be stopping, Mr. Tosi indicated that they will stop where the customer needs them to stop, and that the pedicabs will have headlights, brake lights, turn signals, and running lights. Mr. Tosi also stated that the pedicabs would initially run from Thursday to Sunday, but could run 7 days a week if the operation is successful, and that the drivers would operate for tips only, and wear uniforms. Mr. Tosi explained that the pedicabs would operate mainly in the downtown and Riverstone areas. Mr. Gridley stated that Mr. Tosi and Mr. Dodd had presented their idea to the Pedestrian & Bicycle Advisory Committee and they were in support of the proposal.

MOTION: RECOMMEND City Council approval of the request to operate a pedicab service upon the city rights-of-way within the city limits, and authorize staff to prepare the appropriate documentation.

**G.S. Item 2 Declaration of Surplus Property
Consent Calendar**

Kirk Johnson, IT Network Administrator, presented a request to approve the declaration of certain computer hardware as surplus. Mr. Johnson stated that the hardware items are no longer functional, and are broken as well as very outdated. As such, there is no dollar value

to the property. Mr. Johnson recommended offering the items to employees, and anything that is not taken would be offered to Anchor House or hauled to the dump. Councilman Reid also suggested that Mr. Johnson talk to the Women's Center and Senior Center to see if they would have any interest in the items. Discussion ensued regarding the printers on the surplus list, and Mr. Johnson stated that they were defective and not reliable.

MOTION: RECOMMEND that the City Council declare the requested list of computer hardware surplus and authorize the IT staff to appropriately dispose of the property.

**G.S. Item (a) Planning Commission Reorganization
(PW Committee)**

John Stamsos, Planning Commission Liaison, notified the Committee that the Planning Commission will be beginning a one-year trial of utilizing two groups to conduct the hearings and planning functions of the Planning Commission. One group would conduct the public hearings and administrative items, and one group will work on the Comprehensive Plan, the new commercial zones, and other long-range planning matters. In dividing the two groups, the commissioners feel that they will use their resources more effectively by having one group focusing exclusively on long-range planning items rather than the whole group dividing their time between public hearings and long-range planning. After one year, the commission will evaluate the arrangement and decide to continue it or go back to the full commission doing all activities. Mr. Stamsos stated that this type of structure has been used successfully in other communities. Councilman Edinger asked if the council would need to change how the Planning Commission is organized. Warren Wilson, Assistant City Attorney, stated that the council would not need to take any action unless the change was permanent, since there would be a quorum of 5 members at the public hearings. The lack of a quorum in the second group focusing on long-range planning would not be a problem, because it would be essentially a subcommittee, and any voting or decisions would be made by the entire group. Discussion ensued regarding concerns about how only five members of the commission making decisions at hearings would reduce the diversity of the commission. Mr. Wilson assured the committee members that the proposed arrangement would not be in violation of any state laws.

The committee requested that Mr. Stamsos be present at the next Council meeting on February 15th to discuss the Planning Commission's proposal with the entire Council.

MOTION: NO MOTION. FOR INFORMATION ONLY.

**P.W. Item 1 New 12" Water Main on Ironwood Drive between N.W. Boulevard
and KMC**

Consent Calendar

Jim Markley, Water Superintendent, presented a request for approval to move the Ironwood Drive project forward to this fiscal year, to be included in the design work of the Tubbs Hill Reservoir replacement project. Mr. Markley stated that the 1999 Water Comprehensive plan included a number of water main projects, one of which was upsizing the Ironwood Drive main running from Lakewood Drive easterly to the hospital from 8" to 12" diameter pipe. The street will be overlaid this summer, so to avoid a conflict with the no-cut policy, Mr. Markley requested that the water main replacement project be moved forward so that it can

be completed this spring. Mr. Markley stated that JUB Engineers would accomplish the design work under the current Tubbs Hill reservoir project, and that a budget amendment would be needed.

Steve James, of JUB Engineers, gave an update on the Tubbs Hill Reservoir project.

MOTION: RECOMMENDED Council approval of a budget amendment to move the Ironwood Drive water main upsizing project forward to this fiscal year, and to include the design work in the Tubbs Hill reservoir replacement project.

**P.W. Item 2 Water Service Request Outside City Limits
Consent Calendar**

Jim Markley, Water Superintendent, presented a request for water service outside City limits under the recently approved amendment to the water service policy (Resolution 05-003). The two applicants, Gary Ulvan and Robin Shaw, share a single well, and submitted written requests for water service. The applicants stated that their request meets all of the conditions for allowing extension of water service to existing residences outside City limits, which are: (1) the parcel is not contiguous and cannot be annexed to the City at the time of the request; (2) water service is available through an existing water main fronting the property; (3) the existing water source is failing and cannot reasonably be enhanced enough to provide adequate water to the residence; (4) the owner consents, by agreement, to future annexation at the city's pleasure; and (5) the owner agrees to transfer their water requests to the City.

MOTION: RECOMMEND that the Council approve the requests for water service outside City Limits pursuant to Resolution 05-003.

The meeting adjourned at approximately 4:48 p.m.

Respectfully submitted,

Amy Ferguson
Committee Liaison

on this grant process.

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

1. Approval of minutes for February 1, 2005.
2. The Public Works Committee and General Services Committee are scheduled for **Tuesday, February 22nd**, at 4:00 p.m.
3. RESOLUTION NO. 05-012 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK, WITH MICHELLE M. DIAL, WHOSE ADDRESS IS 887 S. FAIRMONT LOOP, COEUR D' ALENE, IDAHO 83814.
4. Declaring certain computer hardware surplus and authorizing disposition of same.
5. Approval of new 12" water main on Ironwood Drive between NW Blvd. and KMC.
6. Approval of request for water service outside city limits to Gary Ulvan and Robin Shaw.
7. Approval of bills as submitted and on file in the City Clerk's Office
8. Setting of Public Hearings: ZC-8-04, O-1-05, A-1-05, ZC-3-03 for April 5, 2005.

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

CONNECT IDAHO: Council President Reid noted that the State Transportation Dept. is asking the City to write a letter of support for the Garvee Bond project which would dedicate funds for the improvements for U.S. 95. All of the projects are estimated to cost \$6.5 billion. The first project is from Garwood and Sagle and it is hoped that it would be the first Garvee bond sale in 2007. The amount of bonding repayment would be less than 25% of the dollars spent on highway construction by the Idaho State Transportation Department in a year's time. Motion by Reid, seconded by Goodlander to endorse the concept of the Garvee bond process. Motion carried.

RECREATION: Councilman Hassell announced that Youth soccer boys and girls registration, 5-14 years of age, is now available.

APPOINTMENT – DESIGN REVIEW COMMITTEE: Motion by Goodlander, seconded by Wolfinger to appoint Tom Messina to the Design Review Committee representing the Planning Commission. Motion carried.

BIRTHDAY WISHES: Ruth Birch 100th birthday – Mayor Bloem had the privilege of participating with part of her celebration and wished her a happy birthday.

EXECUTIVE TEAM REPORT: On behalf of the Executive Team, Troy Tymesen, announced the following: We are currently accepting applications for a Recreation Department Ball Field Maintenance Worker and a Parks Department Tree Care Educator position. The Street Maintenance Department's goal is to keep the city free of damaging potholes. We would encourage citizens to call in any potholes encountered to 769-2233.

Prior Actions
Phelps (Current Owner)

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 27, 2007

FROM: Jim Markley, Water Superintendent
Warren Wilson, Chief Deputy City Attorney

SUBJECT: Request to Review the Water Service Outside City Limits Policy

DECISION POINT:

Hear the request by Kent and Tracy Phelps to amend the water service outside City limits policy and determine if it should be amended.

HISTORY:

In the early 1980's the City adopted a policy regarding the provision of water service outside City limits. That policy was the subject of near continuous dispute including one case that was ultimately decided by the Idaho Supreme Court. As development increased in our area so did the requests for water service outside City limits leading to a revised policy that was adopted in early 2006 (a copy is attached for your convenience). Kent and Tracy Phelps requested water service for a parcel of land that they own at 1894 N. Johnson Road, which is outside City limits. Staff has reviewed this request and it does not meet the requirements of our policy. The Phelps' have asked that the policy be amended in some manner that would allow them to receive water service.

FINANCIAL ANALYSIS:

The current policy was adopted to help limit the number of connections outside City limits to those who had a "right" to water service or in limited situations where an existing residence has a failing water supply that cannot be readily repaired (the "good neighbor" provision). In addition there are protections built into the policy to perfect the integrity of the service we provide to our existing residents and customers. Amending the policy in a manner that makes it easier to obtain water service outside of City limits would increase the City's expenses for providing service to our existing customers and residents especially in this area where the level of service currently provided is only adequate.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

Under the current policy, before a property outside City limits can receive water service it must annex if it is contiguous to the City limits. If the property cannot satisfy the annexation requirement, the owner needs to establish that their property is in one of the subdivisions that paid for the water main installation, that their property is currently being served by a failing water service that can't be readily repaired or that they (or a predecessor in interest) contributed financially to the installation of the water main. There are also limits on the size of the connection and restrictions to protect the integrity of the system. These requirements protect the integrity of our system as well as insuring that those who want to benefit from City services pay their share of the costs associated with providing those services.

Allowing additional connections beyond what the policy currently allows may well return us to the situation that existed until last spring when a party could obtain water simply by owning property abutting a main, which is the reason Council chose to amend the policy. If the policy is to be amended at all, staff recommends that it be amended to make it clear that the “good neighbor” provision cannot be used to solve a self inflicted problem.

DECISION POINT/RECOMMENDATION:

Recommend that the Council deny the Phelps’ request and only amend the policy to make it clear that the “good neighbor” provision does not apply to situations where the owner created the problem.

August 27, 2007
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers

CITIZENS PRESENT

Jack & Electa Russell, Item #4
Kent & Tracy Phelps, Item #6
Shawn McMahan, Item #4
Monte Miller, Item #4
Dick Stauffer, Item #4
Doug Busko
Anneke Connaway, Item #3

STAFF PRESENT

Warren Wilson, Chief Deputy City Attorney
Sid Fredrickson, Wastewater Supt.
Amy Ferguson, Committee Liaison
Chris Bates, Engineering Proj. Mgr.
Dave Shults, Capital Program Manager
Gordon Dobler, Engineering Svcs Dir.
Mike Gridley, City Attorney
Jim Markley, Water Supt.
Karen Haskew, Urban Forester

Item 1 WWTP – Change Order #10 for Polymer Equipment Replacement
Consent Calendar

Sid Fredrickson, Wastewater Superintendent, and Dave Shults, Capital Program Manager, presented a request for approval of Change Order 10, for an increased cost of \$6,564.00 to the City's agreement with Contractor's Northwest, Inc. for a total construction contract amount of \$11,799,369; of which \$67,260.00 is for installation of the City's prepurchased polymer equipment. Mr. Shults' staff report indicated that the City previously approved Change Order #9 to allow the WWTP Phase 4B contractor, Contractors Northwest, to assist with the installation of the replacement polymer equipment purchased by the Wastewater Department after the Phase 4B work was done. Funding for the polymer equipment replacements costs is from the wastewater utility's equipment replacement reserve fund. During the installation work, Contractors Northwest and its subcontractors incurred additional costs in the amount of \$6,564.00, which reflects the additional time that was spent working through issues related to late and incomplete delivery of the city-purchased equipment from Siemens Water Technologies, rework of some of the equipment components, and for the minor addition of piping and electrical work that was necessary to complete the design. Mr. Fredrickson commented that Siemens plans to take responsibility for most of the additional costs incurred by reducing the base cost of the equipment.

MOTION: RECOMMEND Council approval of Resolution No. 07-___ approving Change Order #10 in the amount of \$6,564.00 to the City's agreement with Contractor's Northwest, Inc., for a total construction contract amount of \$11,799,369; of which \$67,260.00 is for installation of the City's prepurchased polymer equipment.

Item 2 Request to Review the City's policy on Water Service Outside City Limits

Jim Markley, Water Superintendent, presented a request from Kent and Tracy Phelps to amend the policy on new water services outside City limits. Mr. Markley indicated that the current policy was adopted to help limit the number of connections outside City limits to those who had a "right" to water service or in limited situations where an existing residence has a failing water supply that cannot be readily repaired (the "good neighbor" provision). After review of Mr. and Mrs. Phelps' request and the current water policy, staff has determined that the request does not meet the requirements of the water policy. As a result, the Phelps' have asked that the policy be amended in some manner that would allow them to receive water service. Mr. Phelps confirmed that the water service requested would be for a second home

on his parcel of land. Mr. Wilson indicated that the “good neighbor” policy is for a single family residence. Since the Phelps already have one home on the city water system, the City would have to amend the water policy to do what is requested by the Phelps. The staff report states that there are protections built into the policy to perfect the integrity of the service that is provided to existing residents and customers. Those requirements protect the integrity of the City’s water system as well as insure that those who want to benefit from City services pay their share of the costs associated with providing those services. As a result, the staff report recommended that the Council deny the Phelps’ request and amend the policy to make it clear that the “good neighbor” provision does not apply to situations where the owner created the problem.

MOTION: NO MOTION. This item will be placed on the September 4th Council Meeting Agenda as a discussion item under Public Works Committee.

Item 3 V-07-2 – Vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the Southerly Boundary of the Coeur d’Alene Honda Auto Dealership
Consent Calendar

Chris Bates, Engineering Project Manager, presented a request from Coeur d’Alene Honda for the vacation of thirty (30’) of excess right-of-way along their property frontage on Seltice Way. Mr. Bates explained that the applicant desires to enlarge the auto sales operation on the subject property and construct a new automobile sales facility on the westerly portion of their site. Further, the new site plan relocates the points of ingress and egress and, at the same time, lowers the site to present a more visual picture from the roadway. Relocation of the center access point directly impacts the two westerly pine trees and would result in their removal.

Karen Haskew, Urban Forester, stated that Seltice Way has been identified by the Urban Forestry Committee as a corridor where retention and planting of native species should be encouraged. If the trees are removed, the Urban Forestry Committee would like to see potentially big trees replanted, even though it might take them a long time to grow back to the size of the current trees. Ms. Haskew stated that she has spoken to the site designer and CDA Honda and they are open to planting as many evergreen trees as they can. The Urban Forestry Committee would like to see an equal diameter planting or a contribution to the reforestation fund. Discussion ensued regarding the location of the right-of-way and the effect that it could have on the trees, including where the power lines might be installed. Mr. Dobler stated that the request for removal of trees would probably go before the Urban Forestry Committee later when they get to the construction phase. Ms. Connaway pointed out that in 2003 CDA Honda removed four similar-sized trees from the right-of-way without obtaining a permit. Mr. Bates reminded the committee that state laws indicate that you cannot attach any requirements or conditions to a vacation – you either vacate or you don’t; however City code says that when you remove a tree, you have to replace it.

MOTION: RECOMMEND Council direct staff to proceed with the vacation process and set a public hearing before the City Council for October 2, 2007.

Item 4 No Parking Zone – Front Street
Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for Council approval to establish a “No Parking Zone” on Front Street adjacent to McEuen Terrace. Mr. Dobler stated in his staff report that the City has received a request by one of its residents to establish a no parking zone on either side of the western driveway entrance to the McEuen Terrace building. An evaluation of the conditions indicated that the driveway is coming up from the parking garage and when the residents are leaving the garage visibility in both directions is extremely limited when cars are parking adjacent to the driveway because

the vehicles are lower than they normally would be. Mr. Dobler also stated that the volume of traffic on Front Street creates an issue for visibility. He would recommend a total of three vehicle spaces be designated as “no parking”, one on the west side of the driveway, and two on the east side of the driveway.

Mr. Jack Russell of the McEuen Terrace Homeowners Association stated that he concurred with Mr. Dobler’s recommendation in that it is a dangerous situation for both the people coming out of the garage, and also for oncoming traffic. Mr. Sean McMahon agreed that he would like it to be safe, but at the same time the parking in the downtown area is an issue. He explained that it wasn’t an issue until the reconfiguration of the streets and the construction of the new library. He requested that some parking be put back on the south side of Front Street for the businesses and residents of McEuen Terrace. Ms. Ferguson mentioned that the issue of parking at the new library was going to be discussed at the upcoming Parking Commission meeting on Tuesday, September 4th, at 3:00 p.m., in Council Chambers.

Mr. Monte Miller suggested the possible use of “fisheye” mirrors on the traffic posts at the curb line which would allow the residents to see the oncoming traffic. Mr. Dobler explained that there are specific requirements that need to be met and there the use of “fisheye” mirrors are not addressed in the regulations he is required to follow.

Mr. Stauffer stated that he would like to see the “no parking” area be the minimum size required so as to retain as much parking as possible. Mr. Miller also suggested that perhaps the speed limit on Front Street could be reduced due to the traffic in the area. He also expressed concern regarding the reduction of parking spaces on the street due to the new library construction.

Mr. Dobler indicated that he would review the recommendation for the “no parking zone” and make sure that it is as small as possible.

MOTION: RECOMMEND Council approval of Resolution No. 07-___ establishing a “No Parking Zone” on the north side of Front Street from 7th Street approximately 120 feet easterly.

**Item 5 Annexation Agreement with SMS Investments
Consent Calendar**

Warren Wilson, Chief Deputy City Attorney, presented a request for approval of an Annexation Agreement with SMS Investments, LLC, for property located near the Coeur d’Alene Place and Ramsey Cove subdivisions between Ramsey and Atlas roads. Mr. Wilson stated that SMS Investments has preliminary plat approval for a 21 lot subdivision and is currently finalizing the final plat with 20 lots. Mr. Wilson further indicated that there were no recommendations from the Planning Commission or the City Council and there was nothing out of the ordinary in regard to this annexation agreement.

MOTION: RECOMMEND Council approval of Resolution No. 07-___ authorizing the City of Coeur d’Alene to enter into an Annexation Agreement with SMS Investments, LLC for property located near the Coeur d’Alene Place and Ramsey Cove subdivisions between Ramsey and Atlas roads.

**Item 6 RR Crossing Agreement with BNSF
Consent Calendar**

Mike Gridley, City Attorney, presented a request for the City to enter into a public crossing agreement with Burlington Northern Santa Fe Railroad to allow construction of a public crossing in the Atlas Mill site when the property is annexed into the city. Mr. Gridley explained that Black Rock and Stimson

Lumber cannot close on the sale of the Atlas Mill property until there is an agreement in place that will allow for construction of a permanent public crossing. He further stated that there should be no financial impact on the city and that the reality is that it is unlikely that the crossing will ever be required to be built since the agreement is structured so that the public crossing will not be constructed until after the railroad has taken the rail line out of service. The main purpose of this agreement is to facilitate the seller and purchaser closing on the sale of the Atlas Mill site so that it can then be annexed into the city.

MOTION: RECOMMEND Council Approval of Resolution No. 07-___ authorizing the City of Coeur d'Alene to enter into a public crossing agreement with Burling Northern Santa Fe Railroad to allow for construction of a public crossing in the Atlas Mill site when the property is annexed into the city.

The meeting adjourned at 5:25 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

WATER SERVICE OUTSIDE CITY LIMITS: Mayor Bloem recused herself from this issue due to a conflict of interest. Councilman Reid noted that the City's current policy does not allow service outside the city limits. She explained that the City had conducted a 201 Water Study which determined the capacity of which the city can draw from the aquifer and to ensure our citizens have an adequate supply of clean water, the City developed the policy not to provide water service outside the city limits. Kent Phelps, 1894 N. Johnson Road, owner of the subject property, would like to subdivide his county lot and construct another home on his parcel and requested the city extend their water service to the new home. He doesn't believe he is asking for additional water because he believes he could just extend the water from his home to the new residence. Councilman Hassell noted that one of the problems is if we do it for one or two or three residents outside the city limits, there would be no reason for people on the outskirts of the city to annex into the City. Additionally, if there is a problem in the overall system, the City residents would be responsible for making those repairs and those who are on the system, but not in the city, would not share in this cost. Councilman Edinger also noted that it has been the policy that if a residence meets the criteria for extending service outside the City limits it is for one home and not for the property owners to subdivide their lots and construct more homes. Motion by Reid, seconded by Goodlander to uphold the current policy for extending water service outside the City limits and to deny Mr. Phelps' request based on the policy that service is for water to existing homes and not for issues created by the current owner such as subdividing lots and building additional homes in the County. Motion carried.

RESOLUTION 07-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH SMS INVESTMENTS, LLC.

Motion by Reid, seconded by McEvers to adopt Resolution 07-057.

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

ORDINANCE NO. 3312 COUNCIL BILL NO. 07-1036

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.050, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #38; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT

PUBLIC HEARINGS

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: 11 August 2008
FROM: Jim Markley, Water Superintendent
SUBJECT: Easement corrections needed for the ISP building on Mineral Drive

=====

DECISION POINT:

Staff requests Council authority to accept a permanent access easement from the State for access to the Prairie Well from Wilbur Avenue and to release a permanent access easement lying beneath the new ISP building on Mineral Drive.

HISTORY:

When the Prairie Standpipe was originally constructed in 1993 the State provided the City with two easements: One was intended to be for permanent access from Wilbur Avenue and the other intended to be for temporary construction access from Mineral Drive. Unfortunately the legal descriptions were attached to the wrong documents. This error was not discovered until recently when the State began looking into building a new Idaho State Police building on Mineral Drive. The driveway to the Prairie Standpipe is located on the temporary easement. The permanent easement is located under the proposed ISP building. The City has no need to retain this easement

The solution to this problem is for the State to re-grant a permanent easement with a corrected description and for the City to relinquish the existing permanent easement. The State has prepared and submitted the corrected documents (attached).

FINANCIAL ANALYSIS:

Clearing up this error will have no financial impact on the City.

PERFORMANCE ANALYSIS:

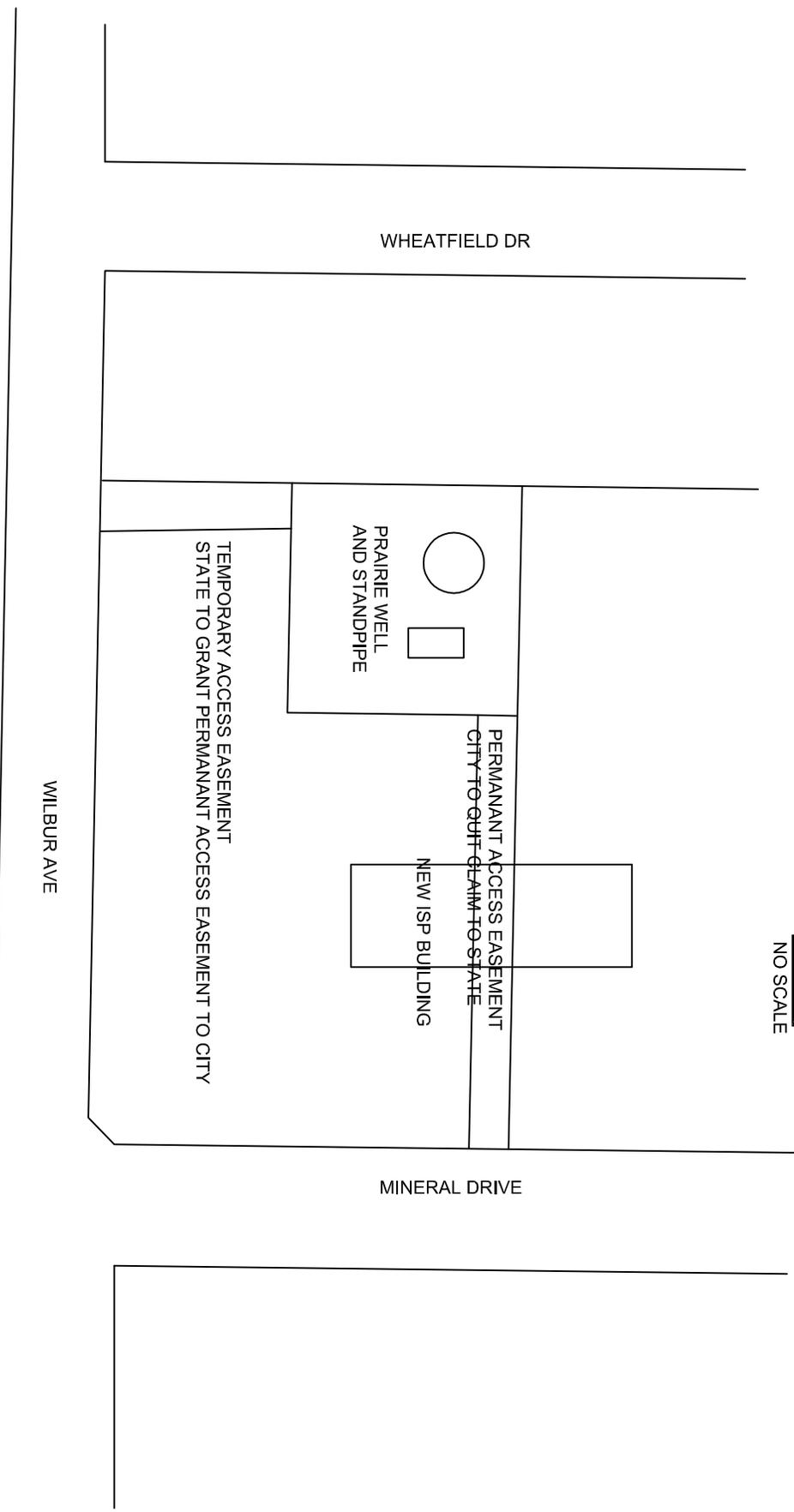
By correcting this problem now we can ensure that the easements are used as originally intended. Not resolving this problem could leave both the City and the State open to future problems caused by mischief makers.

DECISION POINT/RECOMMENDATION:

Staff requests the following action:

1. Accept a permanent easement from the State so the City can legally access the Prairie site from Wilbur Avenue.
2. Relinquish the permanent easement that runs to Mineral Drive and that is located under the new ISP building.

PRAIRIE STANDPIPE EASEMENTS



QUITCLAIM DEED

Project No. Yard 11000
Key 4261
Parcel No. 0 Parcel ID No. 0043652

After recording return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise, Idaho 83707-1129

THIS INDENTURE made between the CITY OF COEUR D'ALENE, a body politic and corporate of the State of Idaho, Grantor, and the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, acting by and through the IDAHO TRANSPORTATION BOARD, P.O. Box 7129, Boise, Idaho 83707-1129, Grantee.

WITNESSETH: That the Grantor, for value received, does by these presents remise, release, convey and forever QUITCLAIM, unto the Grantee the following described tract of land situated in the County of Kootenai, State of Idaho, to-wit:

See Exhibit "A" attached hereto and incorporation herein by reference.

Subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or appearing on the land.

Grantor further represents that by ordinance duly passed by a 3/4 vote of all the elected, qualified and acting councilmen of said City on the _____ day of _____, 2008, said ordinance did authorize the transfer and conveyance of said property to the State of Idaho, acting by and through the Idaho Transportation Department, and did determine that it was the judgment of said councilmen for the best interest of said City that said transfer and conveyance be made and that the consideration received by

QUITCLAIM DEED

Project No. Yard 11000
Key 4261
Parcel No. 0 Parcel ID No. 0043652

said City for said conveyance is the fair market value of said property as defined by law.

IN WITNESS WHEREOF, The City of Coeur d'Alene, Kootenai County, a municipal corporation of the State of Idaho, has caused these presents to be executed by its Mayor and City Clerk and its corporate seal to be affixed this _____ day of _____, 2008.

CITY OF COEUR D'ALENE

By: _____
SANDI BLOEM, Mayor

Attest: _____
SUSAN K WEATHERS CMC,
City Clerk

STATE OF IDAHO)
) ss.
County of)

On this _____ day of _____, 2008 before me, the undersigned, a Notary Public, in and for said State, personally appeared SANDI BLOEM and SUSAN K WEATHERS CMC, known to me to be the duly elected and acting Mayor of the City of Coeur d'Alene, and the duly appointed and acting City Clerk of Coeur d'Alene, Kootenai County, State of Idaho, a municipal corporation of the State of Idaho, which executed the above and foregoing deed and acknowledged to me that such municipal corporation executed the same.

(SEAL)

Notary Public for _____
Residing in _____
My commission expires _____

EXHIBIT A

Project Yard 11000
Key No. A4261
Parcel 1
ITD Parcel No. 0043652
August 1, 2007

A parcel of land being West of the West right of way line of existing Mineral Drive, being a portion of Lot 2 Block A 1st ADD. TO NORTH 95 COMMERCIAL TRACTS according to the Plat recorded in Book F at Page 368, records of Kootenai County Idaho, lying situated in the NE ¼ Section 26 Township 51 North Range 4 West Boise Meridian, more particularly described as follows, to-wit:

Commencing at a rod 5/8 inch diameter with a aluminum cap 3 ½ inch diameter, as shown on CP&F form recorded under Instrument No. 990562. records of Kootenai County Idaho, marking the Center Quarter Corner of said Section 26;

Thence North 0° 42' 15" East along the North-South centerline of said Section 26 a distance of 175.0 feet to the Southwest Corner of said Lot 2 Block A, 1st ADD. TO NORTH 95 COMMERCIAL TRACTS, Kootenai County Idaho, being a rebar ½ inch diameter;

thence South 88°49'36" East along the South line of said Lot 2 Block A 175.00 feet to the Southeast corner of said Lot 2 Block A, being a rebar ½ inch diameter;

thence North 0°42'15" East along the Easterly line of said Lot 2 Block A 145.0 feet, being a rebar ½ inch diameter and the **TRUE POINT OF BEGINNING**;

thence continuing North 0°42'15" East along extended said Easterly line 30.0 feet to a point in the North line of said Lot 2 Block A ;

thence South 88°49'36" East along said North line, 329.89 feet to a point in the West right of way line of said existing Mineral Drive, being a rebar ½ inch diameter;

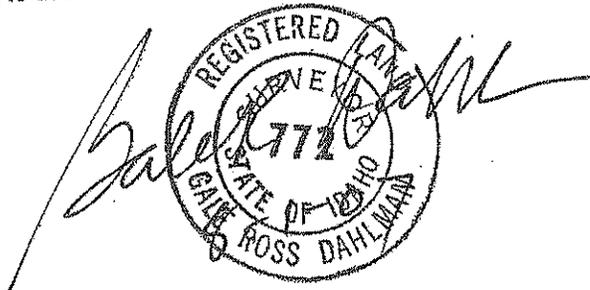
thence South 0°42'15" West along said West right of way line 30.0 feet, being a rebar ½ inch diameter;

thence North 88°49'36" West parallel to the said North line of Lot 2 Block A 329.89 feet to the **TRUE POINT OF BEGINNING**.

The area above described contains 9896 square feet or 0.227 acres more or less.

The area above described subject to all easements of record or view as of this date .

The basis of bearings of the above described parcel is from 1st ADD. TO NORTH 95 COMMERCIAL TRACTS, according to the Plat recorded in Book F at Page 368, records of Kootenai County Idaho.



QUITCLAIM DEED

Project No. Yard 11000
Key 4261
Parcel No. 5 Parcel ID No. 0043653

After recording return to:
Right of Way
Idaho Transportation Department
PO Box 7129
Boise, Idaho 83707-1129

THIS INDENTURE made between the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, acting by and through the IDAHO TRANSPORTATION BOARD, Grantor, and, the CITY OF COEUR D'ALENE, a body politic and corporate of the State of Idaho 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814, Grantee.

WITNESSETH: That the Grantor, for value received, does by these presents remise, release, convey and forever QUITCLAIM, unto the Grantee the following described tract of land situated in the County of Kootenai , State of Idaho, to-wit:

See Exhibit "A" attached hereto and incorporation herein by reference.

Subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or appearing on the land.

IN WITNESS WHEREOF, The Grantor has hereunto executed these presents on the 30th day of July, 2008.

STATE OF IDAHO, Acting by and
through the Idaho
Transportation Board

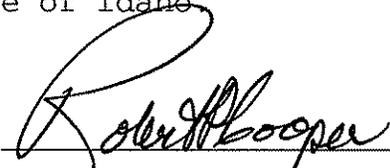
BY: 
LOREN D. THOMAS, PE,
Assistant Chief Engineer
(Development)

QUITCLAIM DEED

Project No. Yard 11000
Key 4261
Parcel No. 5 Parcel ID No. 0043653

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of July, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared LOREN D. THOMAS, known to me to be the Assistant Chief Engineer (Development) for the State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as such Assistant Chief Engineer (Development) for the State of Idaho



Notary Public for Idaho
Residing at Boise
My commission expires 01-11-2011

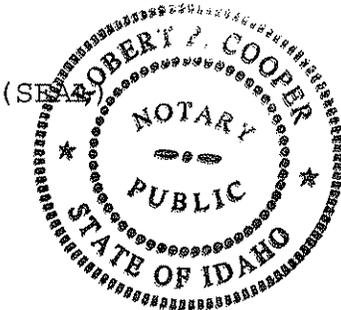


EXHIBIT A

Project: Yard 11000
Key No. A4261
Parcel No. 2
ITD Parcel No. 0043653
August 1, 2007.

A parcel of land being North of the North right of way line of existing Wilbur Ave., being a portion of Lot 1 Block A 1st ADD. TO NORTH 95 COMMERCIAL TRACTS according to the Plat recorded in Book F at Page 368, records of Kootenai County Idaho, lying situated in the SW ¼ NE ¼ Section 26 Township 51 North Range 4 West Boise Meridian, more particularly described as follows, to-wit:

Commencing at a rod 5/8 inch diameter with a aluminum cap 3 ½ inch diameter, as shown on CP&F form recorded under Instrument No. 990562, records of Kootenai County Idaho, marking the Center Quarter Corner of said Section 26;

Thence North 0°42'15" East along the North-South centerline of said Section 26 a distance of 30.0 feet to the Southwest Corner of said Lot 1 Block A, 1st ADD. TO NORTH 95 COMMERCIAL TRACTS, Kootenai County Idaho, being a rebar 5/8 inch diameter and the TRUE POINT OF BEGINNING;

thence North 0°42'15" East along the Easterly line of Lot 1 Block A 145.0 feet to the Southwest corner of Lot 2 Block A, being a rebar ½ inch diameter;

thence South 88°49'36" East along said South line, 30.0 feet, being a rebar ½ inch diameter;

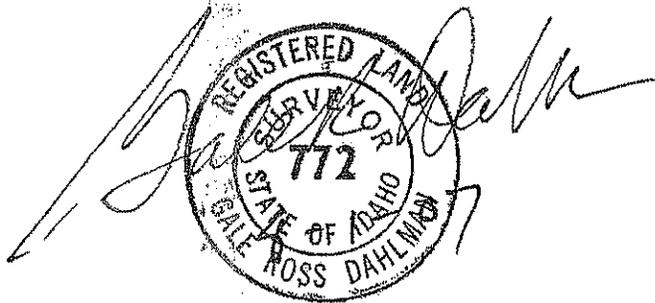
thence South 0°42'15" West parallel to said West line Lot 1 Block A 145.0 feet to a point in the South line of said Lot 1 Block A, being a rebar ½ inch diameter;

thence North 88°49'36" West along the South line of said Lot 1 Block A 30.0 feet to the TRUE POINT OF BEGINNING.

The area above described contains 4350 square feet or 0.100 acres more or less.

The area above described subject to all easements of record or view as of this date .

The basis of bearings of the above described parcel is from 1st ADD. TO NORTH 95 COMMERCIAL TRACTS, according to the Plat recorded in Book F at Page 368, records of Kootenai County Idaho.



CITY COUNCIL
STAFF REPORT

DATE: October 7, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Vacation of Undeveloped Right-of-way on the Northgate Mall
Condominium Plat

DECISION POINT

The applicant, Donald J. Beck, is requesting the vacation of a length of undeveloped right-of-way from the Northgate Mall condominium plat.

HISTORY

The subject right-of-way was dedicated on the noted condominium plat in 1986, and the intent at the time would have been for future street construction to the east of the subject development.

FINANCIAL ANALYSIS

There are no financial impacts to the City with the requested vacation.

PERFORMANCE ANALYSIS

Development to the east of the subject has been structured in such a manner as to eliminate the need for this portion of right-of-way, and, there is no additional right-of-way available for roadway connections.

SUMMARY

Because the right-of-way was dedicated on a plat document, it must be vacated in accordance with Idaho Code 50-1306. The subject right-of-way would have no connection to the east, is not large enough for a full road section, and, is not situated in a desirable location for a connection to Government Way. Vacation of the subject right-of-way would not adversely impact on the City's road network.

