

Coeur d'Alene

CITY COUNCIL MEETING

May 1, 2012

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

CONSENT CALENDAR

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD ON APRIL 12, 2012 AT 12:00 NOON
IN THE CITY HALL FORMER COUNCIL CHAMBERS

The City Council met in continued session in a workshop meeting with the Urban Forestry Committee on April 12, 2012 at the hour of 12:00 noon in the City Hall former Council Chambers, there being present upon roll call a quorum of the Council:

Sandi Bloem, Mayor

Steve Adams) Members of Council Present
Mike Kennedy)
Dan Gookin)
Woody McEvers)
Deanna Goodlander) Late arrival - left at 1:07 p.m.

Ron Edinger) Members of Council Absent

Members of Urban Forestry Committee Present:

Anneke Connaway, Chairman
Keith Jones
John Schwandt
Glenn Truscott
Steve Bloedel

STAFF: Susan Weathers, Karen Haskew, Katie Kosanke, Jon Ingalls, Wendy Gabriel.

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

INTRODUCTIONS: Committee Chairman Anneke Connaway introduced the members of the Urban Forestry Committee present. Mayor Bloem expressed her appreciation for their service to the community.

TREES AS PART OF CITY'S INFRASTRUTURE: Keith Jones presented a power point review of on how trees are part of the City's infrastructure. He noted that street trees are a part of the city's community forest and explained the benefits of having a community forest. He added that trees promote a healthy community, and they provide improved drainage for stormwater. Trees also increase in their value and benefit over time. In regard to maintaining and pruning, Mr. Jones reported that by doing preventive pruning of young trees you correct a lot of potential problems such as safety issues that may occur when the trees mature. Karen Haskew reported on the City's preventive pruning procedures for public trees and trees in the rights-of-way. Councilman Adams voiced his concern of having trees downtown and the cost of maintaining the sidewalks. Mrs. Haskew responded that the City has learned from experience and corrections had been made along 4th Street. She also noted that the trees on Sherman have

been in place for about 20 years which is longer than the average life span of a tree planted in similar circumstances. John Schwandt responded that you have to weigh the benefit of the trees compared to sidewalks and the Committee is looking at a replacement plan for preventing such sidewalk problems in the future.

Councilman Gookin asked about their role in planning new developments. Karen Haskew responded that they do review certain plans to make sure they are not planting trees that would interfere with overhead lines and there is also a city code regarding planting of trees in the rights-of-way. Councilman Gookin asked about developers removing trees from their site. Karen Haskew responded that they get involved with trees in the rights-of-way. John Schwandt reported on the bark beetle infestation at the City Cemetery and now alpine fir trees are beginning to be infested around town.

TREE INSPECTION PROCESS: Committee member John Schwandt reviewed the Committee's process for inspecting trees and the criteria they use to determine their viability. He noted that part of their inspection process including keeping in mind that we are a designated Tree City USA and noted that the City has held this designation longer than any other city outside of Boise. He commented that the Committee would like to have the City maintain trees in the rights-of-way instead of having it the responsibility of the homeowners. He reviewed the evolution of the criteria developed in removing street trees. Inspections are conducted by members of the committee that have a "green" experience as well as those that do not. Mer. Schwandt distributed the Committee's Tree Inspection Form that is used to determine if a tree should be removed or not. He noted that the criteria on the inspection form are derived from the City's code on tree regulations. He also noted that one of the criteria they look at is, if the tree were to fall, what would it hit and also look at how many other trees exist on the same street. He also mentioned that the City does not have any regulations regarding the maintenance of trees by homeowners. Councilman McEvers expressed his frustration of determining when a tree should be removed or not weighing the request against property rights. Anneke Connaway noted that the homeowner is looking at the request for their tree from their personal perspective and the committee is looking at the tree from the community's perspective. Mayor Bloem asked why the homeowners concerns are not listed on the inspection form or inspection report. Mr. Schwandt responded that their role is to look at the condition of the trees and believes it is okay for the applicant to appeal their decision to the Council. Mr. Jones noted that there are a myriad of reasons why an individual may want to remove a tree and it is difficult to have the committee justify their reason for wanting to remove the tree so they just create the evaluation on the health of the tree. Mrs. Connaway noted that at the end of their evaluation they can add their comments regarding the homeowner's reason for removal. Mrs. Haskew noted that whenever a citizen requests a tree removal, staff is very conscientious to ask for their reasons for the removal; however, staff cannot predict that the homeowner will add a different reason for removal when the issue is brought before the Council.

Councilman Gookin asked about working with tree companies. Mrs. Haskew noted that at the beginning there were 3 companies, today there is over 20 and when disasters such as the ice storm anyone who has a chain saw believes that are then a tree service. Mr. Schwandt noted that one of the issues for the Committee is education of the community. Mrs. Haskew noted that we do not fine people who violate the Urban Forestry regulations. One of the discussions the

Committee has had is a proposal that whenever someone requests a tree removal, they require that the diameter of the tree being taken down must be replaced with a tree of the same diameter. Councilman Gookin would like to see ideas of some regulation amendments from the Committee.

Mr. Schwandt noted that they generally have about 6 trees a year to review for removal. He noted that they look for disease and decay of a tree and although a tree may last for several more years, the Committee may decide that if the homeowners want to remove it now they will approve the removal. Mr. Schwandt presented various photos of examples of the different types of decaying, diseased or improperly pruned trees in the community. He also provided examples of trees that should not be removed. He displayed some creative solutions for correcting sidewalk problems while saving the trees.

Committee Chairman Anneke Connaway reported on the City's Comprehensive Plan as it relates to the City's urban forest. Mrs. Haskew commented on the study conducted to review the canopy cover over the aquifer and how trees positively impact the aquifer. Mrs. Connaway presented the benefits of having an urban forest as well as the causes of poor growth of trees. She emphasized the need for education of citizens for the care of trees. She understands that we are in a recession and the committee takes a piece meal approach. She noted that we have residential street tree requirements, and some builders don't want to do it, so they contribute money to a fund and the trees are purchased by the city. They also do street tree clearance pruning and take care of hazard trees. The committee is working towards the citizens doing the right thing. The idea for their trees is city care of city trees with competence. She thanked the City Council members for attending the workshop. She noted that the committee does not currently have a city council liaison to urban forestry.

Councilman Adams asked on a scale of 1 to 10, how would Ms. Connaway rate the city on what they are doing in regard to urban forestry. Ms. Connaway said she thinks the city is doing okay and the trees are in adequate condition. They are doing a lot right without a lot of money. She would rate the city at a 3 or 4. Their goal as a committee is to have the city care for city trees.

Mr. Schwandt noted that the City of Hayden sent out a questionnaire asking for public support of hiring a professional service to take care of city trees. They received tremendous support on the questionnaire. Mr. Schwandt thinks that people will approve of a tax for the right reasons.

Ms. Connaway said that one of the things that they want to focus on is hazard clearance and noted that it will only take one really bad incident to cost the city a lot of money. If the trees were healthy, a lot of expense would be avoided. Mr. Schwandt said that the city is stretched right now just maintaining the parks trees. If they were to care for the trees in the rights of ways, it would be about 5 times the work load.

Councilman McEvers said that the committee might want to look into attaching something to the homeowner's occupancy certificate. He also suggested the possibility of a street tree utility. Mayor Bloem commented that it is a great idea but she thinks they would be right back where they are with the stormwater utility, in that there is no way to give an equal value to each homeowner. She asked if the committee has met with the neighborhood associations. Mr.

Schwandt said that they have met with some of the newer associations. Mayor Bloem also suggested using Channel 19 even more, writing articles to the Press for the “My Turn” column, and making sure that literature is handed out when a tree is sold. She believes that with partnerships we can get things done by reaching more people. Mayor Bloem also suggested that Chief Longo is always looking for presentations for Block Watch meetings.

Mayor Bloem thanked the committee for its presentation and said that she appreciates what they do. Councilman Gookin said that the city might want to put something on the utility bills where citizens can fill in a blank to contribute to urban forestry.

ADJOURNMENT: Motion by Gookin, seconded by Adams, to adjourn the meeting. Motion carried.

The meeting adjourned at 1:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
April 17, 2012**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room April 17, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Loren Ron Edinger) Members of Council Present
Woody McEvers)
Deanna Goodlander)
Mike Kennedy)
Steve Adams)
Dan Gookin)

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

INVOCATION: The invocation was led by Pastor Dick Hege, Coeur d'Alene Bible Church.

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

AMENDMENT TO THE AGENDA: Motion by Goodlander, seconded by Edinger to amend tonight's agenda to recess the Council meeting to April 30th at 12:00 noon for a Natural Open Space Management Plan workshop. Motion carried.

PROCLAMATION – ARBOR WEEK: On behalf of Mayor Bloem, Councilman Goodlander read the proclamation declaring the week of April 22nd as Arbor Week in the City of Coeur d'Alene. Urban Forestry Student Representative Nickolas Radobenko accepted the proclamation and announced that on Saturday April 28th an Arbor Day Celebration will held be at the North Pines Park beginning at 11:00 a.m. John Schwandt, a member of the Urban Forestry Committee announced that this is the 25th year that the program will be distributing free tree seedlings to area 4th graders. He also announced that Marina Thaxton was the winner of the Arbor Day button contest.

PRESENTATION – ST VINCENT DE PAUL SERVICE UPDATE: Jeff Conroy, Executive Director of St. Vincent DePaul reported on the services provided to the community this past year. He provided a power point presentation on the work that has been accomplished at the Help Center. He reported that our region has seen a 14% decrease in homelessness. He reported that there will be a decline in funding sources for the resources available to homeless and low income citizens.

PRESENTATION – MILL RIVER AND RIVERSTONE WEST APARTMENTS: Mr. Todd Prescott, representing Whitewater Development, updated the Council on the Mill River and Riverstone West Apartment affordable housing projects. He invited the Council to do a walk

through their facilities. He reported that the need for affordable housing exceeds the number of housing units available. He also noted that his projects are deed restricted to affordable housing. He thanked the city and LCDC for their support without which affordable housing would not have been able to be accomplished.

PUBLIC COMMENTS:

RECALL CDA: Frank Orzell, 310 E. Garden Avenue, addressed the Council regarding Recall CDA. In response to Mr. Orzell's comments that several city employees have said they wanted to sign the recall petition but that they have been intimidated or fearful of termination, Mayor Bloem asked that Mr. Orzell let the City know that it is the position of the City that any employee has the freedom to support either the recall or anti-recall efforts as they choose. Mr. Orzell responded that what he meant to say were employees of local businesses.

CEMETERY LOT: Pat Melior, 414 E. 12th Ave, Post Falls, reported that his father-in-law's ashes were moved from one cemetery plot to another. He complained that Mr. Eastwood was not responsive to his needs. Wendy Gabriel reported that City staff will be contacting Mr. Melior.

802 E. YOUNG : Eric Fauskin, 516 S. 16th Street commented on the recently approved zone change and presented a scenario of developing multi-unit apartments on this site. He commented that he believes that there is no need for a zone change but rather to allow a nonconforming use for this site. In conclusion he believes that the zone change was a good decision but would like staff to revisit the city's ordinances in nonconforming uses. Councilman Goodlander noted that the Council has already asked the staff to develop a process similar to what he suggested.

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

Motion by Gookin, seconded by Adams to amend the motion to remove Item 3a regarding the lease renewal for the City Attorney's Criminal Division from the agenda. **ROLL CALL:** Edinger, No; Adams, Aye; McEvers, Aye; Goodlander, No; Gookin, Aye; Kennedy, No. Motion to amend failed with the Mayor's tie-breaking vote in the negative.

1. Approval of minutes for April 3, 2012.
2. Setting of General Services Committee and the Public Works Committee meetings for April 23, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-013: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A LEASE RENEWAL WITH COMMERCIAL PROPERTY MANAGEMENT FOR 816 SHERMAN AVENUE, SUITES 3, 4, & 5 FOR THE LEGAL DEPARTMENT-CRIMINAL DIVISION OFFICES; APPROVING A ONE-YEAR EXTENSION OF 3 AGREEMENTS WITH DIAMOND PARKING FOR ON STREET PARKING, CITY PUBLIC PARKING LOTS, AND THIRD STREET MOORING DOCKS.
4. Approval of Bills as submitted and on file in the Office of the City Clerk.
5. Approval of Outdoor Eating Sidewalk Encroachment Permit for Dangerous Dog at 108 N. 4th.

DISCUSSION: Councilman Gookin does not believe that the City should be leasing space when the City owns property that they currently lease. He understands that the city currently does not have any space available since it is all leased, but he opposes this lease for philosophical reasons. He believes that the city should be smart enough to use its own property instead of leasing space, such as the Osprey property and the old Library. Councilman Goodlander noted that the Osprey is leased to the University of Idaho and the old Library is leased to the Help Center. Councilman Edinger asked if all the space at the Osprey and the old Library is taken. As for the house on Fruitland Lane, it is 800 square feet and is currently leased. City Attorney Gridley noted that the lease spaced is beneficial due to its proximity to City hall.

ROLL CALL: Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye; Gookin, No; Kennedy, Aye. Motion carried.

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOOKIN : Councilman Gookin announced that he had met with the City Engineer asked any time a driver observes a signal not working properly, to please contact the City so we can investigate and repair as necessary. Councilman Gookin also reported that although there are rumors regarding the acquisition of property along East Lake Coeur d'Alene Lake Drive, this is not a done deal but the city is still in the midst of discussion which may take some time.

COUNCILMAN ADAMS: Councilman Adams noted that he and Councilman Gookin attended a meeting with the Fire Chief and Deputy Chiefs recently and that he and Councilman Gookin will be going to the Firefighter training in Richland, Washington. He also commented that he learned that although property owners are responsible for maintaining the trees in the rights-of-way they are owned by all the residents in Coeur d'Alene.

APPOINTMENTS – DESIGN REVIEW COMMISSION, PERSONNEL APPEALS BOARD, PARKS AND RECREATION COMMISSION AND NATURAL OPEN SPACE COMMITTEE: Motion by Kennedy, seconded by Goodlander to re-appoint Jon Mueller and Mike Dodge to the Design Review Commission, Dixie Reid to the Personnel Appeals Board, Scott Cranston and Bridget Hill to the Parks and Recreation Commission, and appoint Adrienne Cronebaugh to the Natural Open Space Committee. Motion carried

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that The City of Coeur d'Alene Arts Commission is seeking artists for its Utility Box Beautification project. Information packets are available at City Hall, 710 E. Mullan Avenue, or online at www.cdavid.org. Artist proposals are due by 5:00 p.m., April 20, 2012. Artists with questions are encouraged to contact Steve Anthony, Arts Commission Liaison, at 769-2249. The Mullan Road storm drain construction project will begin next week. Congratulations to Terry Pickel, Assistant Water Superintendent, on his recent selection to serve as a Director for the Inland Empire Subsection (IESS) of the Pacific Northwest Chapter of the American Water Works Association. The Memorial Field bleachers will be getting a new coat of paint. The local Arbor Day Committee has announced the winners of an art contest to design a button for Arbor Day distribution. Marina Thaxton, a junior at Coeur d'Alene High School, designed the winning artwork. Idaho's Arbor Day is the last Friday in April – April 27th this year. For more

information, please contact Karen Haskew, Urban Forester, at 769-2266. In the spirit of open government, the city has taken action to post its “checkbook” of expenditures online. It can be found under the Finance Department and is titled “Check Register.” The information is directly from the City’s accounts payable software, thus not all vendors names are complete because there is limited character space. The names of individuals that referee for the City and are paid on a contract basis, referred to as contract labor, have been edited and the names of employees that receive expense reimbursement checks, referred to as “Emp. Expense Reimbursement,” have been edited for identity security purposes. The register does not include payroll checks as disclosed at the top of the page. The register does not include any electronic payments, such as payroll taxes. This is a disclosure in process. The Coeur d’Alene Public Library will host a Parents Resource Fair this Friday, April 20th, from 1 – 5 p.m. in the Community Room. For more information, call Annabelle Jones at the Library, 769-2315. There will be a prescription medication turn in event on April 28th, from 10:00 a.m. to 2:00 p.m. at the front entrance area of the Coeur d’Alene Library. The Natural Open Space Master Plan for the City of Coeur d’Alene Parks is available on-line for review and comment at www.cdaidparks.org. The Natural Open Space Committee invites you to review and comment on the plan. The committee will also be scheduling an open house and question and answer forum. Click on Links-Downloads on the left menu of the Parks Department main page. If you have any questions, call the Parks Department at 769-2252. Mrs. Gabriel asked “Are you interested in local history?” We are seeking individuals that have an interest in working in a group atmosphere to talk about historical uses of the McEuen Park area. The purpose would be to review the historical uses and make a recommendation to the design team for sign information that helps capture the many uses of the area. A meeting has been scheduled for April 30th at 6:00 p.m. in the Library Community Room. The goal would be to discuss the various historical uses, research necessary data and forward the information on to the design team by August of this year. Tina Johnson will be the chairperson of the McEuen Park Historical Committee.

ORDINANCE NO. 3437
COUNCIL BILL NO. 12-1000

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE CHAPTER 52 OF TITLE 5 IN ITS ENTIRETY; ADOPTING A NEW CHAPTER 52 TITLE 5 OF THE MUNICIPAL CODE CREATING USED MERCHANDISE DEALER REGULATIONS, PROVIDING DEFINITIONS, LICENSING REQUIREMENTS, EXEMPTIONS, PROVIDING FOR REQUIRED RECORDS AND REPORTING, ESTABLISHING PROHIBITED TRANSACTIONS AND PENALTIES, AND PROVIDING FOR APPEALS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Edinger to pass the first reading of Council Bill No. 12-1000.

DISCUSSION: Captain Clark reported on the process the City undertook including meetings with the business owners. Councilman Adams commented that our ordinance will be contrary to State law. He also noted that if a coin dealer does not want to conform to these regulations they can move their business to Dalton Gardens. Captain Clark responded that there is an effort to establish standardized regional regulations. City Attorney Mike Gridley responded that with the

authority given cities they can provide for more restrictive regulations than the State law thus these regulations are not contrary to State law. Councilman Adams noted that the City has agreed to review these regulations in a year's time.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1000 by its having had one reading by title only.

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

COUNCIL LETTER REGARDING MIDTOWN CONSTRUCTION PROJECT:

Councilman Kennedy read the draft letter to the owners of the proposed low income rental complex in the Midtown area which requests that they not proceed with their project until they can meet with the Midtown businesses and homeowners.

MOTION: Motion by Kennedy, seconded by Goodlander to approve the proposed letter regarding the Midtown Construction Project.

DISCUSSION: Councilman Gookin commented that he believes that the salutation seems a little informal by addressing the owners by their first name. Councilman Gookin also noted that he received two letters requesting the City and LCDC withdraw their support of this project. He also noted that he believes that this project competes with private developers. Councilman Goodlander noted that LCDC had researched the effectiveness of developing residential housing as a means of improving the economic viability of a neighborhood and this initially was a project for purchased condos not rentals. Councilman Gookin thanked the Council for listening to the citizens regarding this matter.

Motion carried.

Councilman Goodlander will hand deliver a copy of the letter to the next Lake City Development Corporation's meeting.

ZC-1-12 – FINDINGS AND ORDER FOR ZONE CHANGE AT 2101 N. ST. MICHELLE

DRIVE: Motion by Edinger, seconded by Kennedy to adopt the Findings and Order as presented. ROLL CALL: Edinger, Aye; Gookin, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Adams, Aye. Motion carried.

ORDINANCE NO. 3438
COUNCIL BILL NO. 12-1012

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-1 (RESIDENTIAL AT 1 UNIT/ACRE) TO R-8 (RESIDENTIAL AT 8 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: .5 ACRE

PARCEL AT 2101 ST. MICHELLE DRIVE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Kennedy to pass the first reading of Council Bill No. 12-1012.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1012 by its having had one reading by title only.

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

ZC-2-12 – FINDINGS AND ORDER FOR ZONE CHANGE AT 802 E. YOUNG: Motion by Kennedy, seconded by Goodlander to adopt the Findings and Order as presented. ROLL CALL: Gookin, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye. Motion carried.

ORDINANCE NO. 3439
COUNCIL BILL NO. 12-1013

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-12 DO-E (RESIDENTIAL AT 12 UNITS/ACRE INCLUDED IN THE DOWNTOWN-EAST INFILL OVERLAY DISTRICT), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.152 ACRE PARCEL AT 802 E YOUNG AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Goodlander to pass the first reading of Council Bill No. 12-1013.

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

Motion by Goodlander, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1013 by its having had one reading by title only.

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

PUBLIC HEARING: V-12-2 – VACATION OF RIGHTS-OF-WAY IN TAYLOR’S PARK ADDITION: Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared by any Councilmen. Gordon Dobler, City Engineer, gave the staff report.

Mr. Dobler gave the applicant’s name as North Idaho College and their request is for the vacation of the undeveloped rights-of-way of Smylie Street (50’), Hubbard Street (50’), the north/south alley (7.5’) adjoin the west boundary of Block 4, the east/west alley (6.5’) adjoining the northerly boundary of the west half of Block 2 and Blocks 3 & 4 and, the east/west mid-block alley (20’) that extends from the west half of Block 2 to the westerly boundary of Block. They are also requesting the relinquishment of the deed (Quit Claim) of College Drive to NIC.

Mr. Dobler reported that Taylor’s Park Addition subdivision consisting of sixty four (64) lots was originally platted in May, 1906. He noted that this vacation is the first step in the creation of the expanded campus that will eventually encompass the area between the dike road and the City Wastewater facility. The lumber mill has ceased to operate and the North Idaho College Foundation has acquired the property for the expansion of the NIC campus. Current use of the site is student parking; however, the planned long term use is multi-use classroom, recreation and office facilities, along with associated open space.

The deed for College Drive was formatted to return the roadway to the college should its use as a roadway ever cease; however, since that will not be the case, the City would need to quit claim the roadway back to the college. The principal reason for the college desiring ownership of the roadway is that they can obtain state funding through the State Department of Public Works (DPW) to maintain it, whereas if it is City owned, they cannot.

He reported that a total of 20 notices were mailed with two responses both in favor of the vacation.

Councilman Gookin wanted to confirm that the alley west of Military Drive will not be vacated. Mr. Dobler noted that he met with the lady who had this concern and answered her questions.

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

MOTION: Motion by Kennedy, seconded by Goodlander to approve the requested vacation of public rights-of-way in Taylor’s Park Addition.

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

PUBLIC HEARING – A-1-12 – ANNEXATION AND ZONING OF PROEPRTY AT 1000 W. GARDEN AVENUE: Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared by any Councilmen. Dave Yadon, City Planning Director, gave the staff report.

Mr. Yadon gave the applicant's name as Ruen-Yeager & Associates, on behalf of the property owner North Idaho College, and the reason for their request is for annexation with an R-17 zoning.

Mr. Yadon provided a summary of the annexation and zoning procedures and then gave the staff analyses for the proposed zoning, comprehensive plan, utilities, and neighborhood characteristics.

DISCUSSION: Councilman McEvers asked about the industrial zoning. Mr. Yadon noted that that is the County's designation of the property. Councilman McEvers asked if the City is going to be held liable for anything with this annexation although he understands that we have had a great working relationship with NIC. Mr. Yadon responded that Police currently patrol the Dike Road regularly. Councilman Edinger asked if by annexing the property does this affect the EPA issues on the dike and would the City be responsible for the cost of the Dike. Mr. Yadon responded that the city is just annexing the property but the ownership and responsibility remains with NIC. Councilman Adams asked if a developer could construct condos on this site. Mr. Yadon responded that it would be virtually impossible due to the land and conservation funding used to develop the beachfront. Councilman Adams asked what is meant in the staff report that there would be no impact on the water system as this time. Mr. Yadon responded that if there were any future development of the water system, NIC would have to address those issues at that time.

PUBLIC COMMENTS: Eric Olson, 803 E. Young Avenue, representing Ruen-Yager and Associates, explained that the only plans that NIC currently has would be for the development of ADA access to the beach. The reason for the annexation is to have NIC's entire ground inside the City limits. He noted that the County also has different standards than the City and his clients felt that it was time to have this parcel be a part of the City. Susan Snedaker, 821 E. Hastings, commented that she sees it as interesting that Ruen-Yager & Associates is the same firm that designed the footbridge over the river for NIC. She also believes that this might open the door for LCDC to use their funds to develop this property.

DISCUSSION: Councilman Gookin asked if the footbridge would be allowed in this zone. Mr. Yadon responded that it would depend on the NIC PUD. Councilman Goodlander asked about the requirements for a setback. Mr. Yadon noted that the boathouse is already constructed and the City has a 40-foot setback whereby the County requires a 50-foot setback from the roadway where the City's setback begins at the NIC building site. Councilman Gookin asked what Mr. Olson meant by this annexation would be a benefit to the Education Corridor. Mr. Olson responded that this would enhance the overall NIC campus and Education Corridor. Councilman Gookin noted that he heard that LCDC has an interest in this property. Mr. Olson responded that there has been no contact by LCDC regarding NIC's property. Councilman Edinger asked about the footbridge from NIC and the old footbridge and it is possible to construct the bridge at the old site. Mr. Yadon responded that he has not heard of any discussions regarding the footbridge over the river. Councilman Edinger asked if the City could be required to have lifeguards at the NIC beach. Mr. Yadon responded that he has not heard of any discussions with the City to provide lifeguards on the NIC beach. Councilman Edinger asked Gary Stark 3706 N. Drive, if he has heard anything about a footbridge at the old location. Mr. Stark responded that he had seen an old rendering of the old footbridge but had not heard discussions for any footbridge. Mr. Stark noted that NIC does not have lifeguards on their beach property and signs will be posted as such.

MOTION: Motion by Kennedy, seconded by Goodlander to approve the requested annexation and R-17 zoning for the subject property and to direct staff to prepare an annexation agreement and to develop the Findings and Order.

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

ADJOURNMENT: Motion by Gookin, seconded by Edinger to recess this meeting to April 30, 2012 at 12:00 noon in the City Hall former Council Chambers for a workshop with the Natural Open Space Committee. Motion carried.

The meeting recessed at 8:10 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 12-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING CONTRACTS FOR ARTWORK FOR THE EDUCATIONAL CORRIDOR ROUNDABOUTS WITH ALLEN DODGE, C.J. RENCH, AND MICHAEL HORSWILL; EXTENDING THE FOOD CONCESSION AGREEMENT WITH RANDY AND AKIKO FOLK DBA TIKI HUT AT INDEPENDENCE POINT; APPROVING A MEMORANDUM OF UNDERSTANDING WITH NORTH IDAHO COLLEGE FOR USE OF THE CITY'S TRAINING FACILITIES; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH IDAHO DEPARTMENT OF TRANSPORTATION AND WELCH-COMER FOR GOVERNMENT / HANLEY – PRAIRIE DESIGN SERVICES; AUTHORIZING THE DESTRUCTION OF TEMPORARY RECORDS – MUNICIPAL SERVICES; APPROVING SS-3-12 FINAL PLAT APPROVAL WITH SUBDIVISION IMPROVEMENT AGREEMENT FOR WOODLAND CORNER AND BID AWARD AND CONTRACT WITH MDM CONSTRUCTION, INC. FOR THE WASTEWATER UTILITY 2012 OPEN TRENCH PROJECT.

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

- 1) Approving Contracts for Artwork for the Educational Corridor Roundabouts with;
 - Allen Dodge
 - C.J. Rench
 - Michael Horswill
- 2) Extending the Food Concession Agreement with Randy and Akiko Folk dba Tiki Hut at Independence Point;
- 3) Approving a Memorandum of Understanding with North Idaho College for use of the City's Training Facilities;
- 4) Approving a Professional Services Agreement with Idaho Department of Transportation and Welch-Comer for Government / Hanley – Prairie Design Services;
- 5) Authorizing the Destruction of Temporary Records – Municipal Services;
- 6) Approving SS-3-12 Final Plat Approval with Subdivision Improvement Agreement for Woodland Corner;
- 7) Bid Award and Contract with MDM Construction for the Wastewater Utility 2012 Open Trench Project;

AND;

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

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

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

DATED this 1st day of May, 2012.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

STAFF REPORT

DATE: April 23, 2012
TO: General Services Committee
FROM: Steve Anthony, Arts Commission Liaison
SUBJECT: Art Selections for Roundabouts in Educational Corridor

Decision Point:

The Coeur d’Alene Arts commission requests the General Service Committee to recommend that the City Council accept the proposals of Alan Dodge (“Intersection”), CJ Rench (“The Gift”) and Michael Horswill (“Trilogy”), as the artists chosen for the three roundabouts in the Educational Corridor.

History:

The Arts Commission has identified the three roundabouts in the Educational Corridor for the placement of public art. A selection committee reviewed over 20 initial proposals and narrowed them down to 4 artists who prepared maquettes for the committee. The maquettes were put on display at the Coeur d’Alene Library and the North Idaho College Library and comments were solicited. After further discussion, the committee selected the three art pieces by the artists named in the previous paragraph.

Financial Analysis: The Arts Commission Budgeted \$90,000 for the placement of art in city-wide roundabouts. The proposed contract amounts are as follows:

Allen Dodge	\$ 9,500
C. J. Rench	\$28,600
Michael Horswill	<u>\$32,144</u>
	\$70,244

The funds are dedicated funds and can only be used for Public Art.

Performance Analysis:

Once the contracts are awarded to Allen Dodge, C.J. Rench and Michael Horswill, construction will begin in May with a target installation date of September 7, 2012. The roundabouts have been identified in the Arts Master plan as possible locations for art. With the approval of this project the city will have now placed art pieces in 4 of the 6 roundabouts in the city.

Decision Point:

That the General Services committee recommends that the City Council authorize that contracts be awarded to Allen Dodge, C.J. Rench, and Michael Horswill for the public art pieces entitled “Trilogy”, “Intersection,” and “The Gift.”

PERSONAL SERVICES AGREEMENT

Between

ALLEN DODGE

And

THE CITY OF COEUR D'ALENE

for

CREATION AND INSTALLATION OF PUBLIC ART

ON RIVER AND ROSENBERRY

THIS CONTRACT, made and entered into this 1st day of May, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and **ALLEN DODGE**, whose address is 1055 Government Way, Coeur d'Alene, ID 83814, hereinafter referred to as the "Artist,"

W I T N E S S E T H:

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

Section 2. Personnel.

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

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

Section 4. Compensation.

- A. Subject to the provisions of this agreement, the City shall pay the Artist a total of Nine Thousand Five Hundred Dollars and No/100's (\$9,500.00) for services, payable, upon receipt of Artist invoice, as follows:
 - 1. \$3,000 at the start of the project
 - 2. \$3,000 at mid-construction

3. \$ 3,500 thirty (30) days after installation of the art object

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

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

Section 6. Interest of the Artist. The Artists covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

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

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

Section 9. Warranties.

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

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

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

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

CITY OF COEUR D'ALENE

ARTIST

Sandi Bloem, Mayor

Allen Dodge

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of May, 2012, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of May, 2012, before me, a Notary Public, personally appeared **Allen Dodge**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily executed the same.

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

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

INTERSECTION

Our idea for the roundabout artwork concerns the intersection of the historical meeting place of the native population with the more recent mill site, the junction of indigenous people with that of a European immigrant population.

Our interest was to create sculpture that would honor both cultures, recognizing both as present and vital and now joined together with North Idaho College, University of Idaho and Lewis Clark as the Educational Corridor.

We have depicted logging and sawmilling as the predominant (now historical) industries in this particular area, through the image of an oversized saw blade. But we have chosen to represent native cultures with our interpretation of a ribbon of decorative beadwork woven through this industrial artifact. *Intersection* is symbolic of two very different cultures living side by side, each figuring out how to move into the future.

The saw blade is planned to be eight feet in diameter. It is hollow constructed steel with a sealed, weathered finish.

The beadwork is done with hundreds of metal rounds, coated in bright colors with vitreous enamels and fired to 1400 degrees, adhered with permanent industrial adhesive. The ribbon is approximately twelve feet in length.

Our concept was also to create a tugboat and pilings, decorated similarly with beadwork, all on the same roundabout. It remains a possibility.

Thanks!

Allen and Mary Dee Dodge

Maintenance for Intersection sculpture.

We coat our steel sculptures with a permanent outdoor sealer. The colored beadwork is vitreous (glass) and withstands the elements beautifully. Maintenance should be minimal.

Allen Dodge

PERSONAL SERVICES AGREEMENT

Between

CJ RENCH DBA CJRDesign

And

THE CITY OF COEUR D'ALENE

for

**CREATION AND INSTALLATION OF PUBLIC ART
ROUNABOUT LOCATED ON RIVER AND HUBBARD AVE**

THIS CONTRACT, made and entered into this 1st day of May, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and **CJRDesign**, whose address is 1457 Barker Rd. , Hood River, Oregon 97301, hereinafter referred to as the "Artist,"

W I T N E S S E T H:

Section 1. Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the Roundabouts in the Educational Corridor, as hereinafter set forth in Artist’s Proposal attached hereto and incorporated herein as Exhibit “A.”

Section 2. Personnel.

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

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

Section 4. Compensation.

A. Subject to the provisions of this agreement, the City shall pay the Artist a total of Twenty Eight Thousand Six Hundred Dollars and No/100’s (\$28,600) for services, payable, upon receipt of Artist invoice, as follows:

- 1. \$10,000 at the start of the project
- 2. \$10,000 at mid-construction
- 3. \$ 5,000 after Fabrication

4. \$ 3,600 thirty (30) days after installation of the art object

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

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

Section 6. Interest of the Artist. The Artists covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

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

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

Section 9. Warranties.

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

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

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

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

CITY OF COEUR D'ALENE

ARTIST

Sandi Bloem, Mayor

C.J. Rench

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of May, 2012, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of May, 2012, before me, a Notary Public, personally appeared **CJ RENCH dba CJRDesign**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily executed the same.

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

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

"The Gift"

Art proposed by C.J. Rench - CJRdesign - 541.399.3830 www.cjrdesignstudio.com

1457 Barker Rd. Hood River, Oregon 97031 cj@cjrdesignstudio.com

Concept Statement:

This twelve foot tall abstract sculpture represents two hands reaching out of the earth to present a symbolic gift of a drop of water. The organic lines and design gesture toward the true gift that the first peoples must have experienced coming upon this beautiful lake for the first time. The lake and river became the center to their existence and provided them everything necessary to live and flourish in the area. Even today, those feelings of awe and inspiration remain for all who come upon her shores. "The Gift" celebrates Lake Coeur d' Alene, her three river arms as her lifeblood and the bounty she continues to give feely to all the people of North Idaho. Illuminating the stainless steel hands at night would bounce and dance reflections off its faces that are similar to the reflections of the sun on lake during daylight hours.

Forms, Color & Meaning:

By using textured stainless steel, the forms are constantly changing, reflecting the seasonal colors, the sky and the changing light of day. The blue form used in the focal point, or the actual "gift", speaks to the dynamic movement of water and its spiritual circular nature. Please note, the colors shown here, while intentionally selected by the artist, however they could be different on the final sculpture.

Project Details:

Materials

- 12 & 16 Gauge Stainless steel and mild steel.
- Color powder coated circular element.
- Internal engineering forms stainless & mild steel TBD.

Construction:

- Both arms will be constructed out of stainless steel in hollow form manner with internal supports for engineering.
- The center element or gift will be either stainless or mild steel also in hollow form.
- The mounting will be a slip-on mount (via a hoist) with all the mounting hard-wear hidden from view once the installation is completed.
- All fabrication done in CJRDesign Hood River studio.

Finish:

- Both sides of the arms will each be textured in a circular pattern representing splashes on the water then long wavy textures will be used on the faces to follow the flowing lines.
- The color for the highlight elements is open? This is up to the arts commission, if there is a need for a color way other than blue to keep a balance of color throughout the corridor, my suggestion would be to use red. Both red and blue interplay with stainless with fantastic results.

Approximate Size / Weight:

- Both arms will be eleven and a half feet tall, 4 -5 feet thick 6 – 7 feet wide at the base and 9-10 wide at the widest part.
- The center element or gift will be four to five feet tall, four feet wide and two to three feet thick.
- Approximate weight 850 lbs total.

Site Prep: CJRDesign will

- Identify any and all plantings that need to be moved or removed by the city or landscapers.
- Identify (with help from the City) the location and angle of the cement mounting pad / pads to be poured and provided by the city.

Location:

- Although I feel this sculpture would sit perfectly into any of the proposed locations, my suggestion for a particular location would be the College West Circle. The reason for this choice is the larger flat section in the center of the circle lends itself to one large work and allows a work to be set at a bit of an angle. Setting "The Gift" at a slight angle would present a unique perspective for all of the main entrances and exists of the circle. This sculpture would be a perfect landmark of arrival to an access point to the water. "The Gift" of water along the actual route to the water.

Maintenance:

- Using stainless steel provides an extremely durable and low maintenance finish with strong stain resistance. I will provide complete maintenance instructions at completion of the project.
- Powder coating is extremely durable and low maintenance finish with strong stain resistance.

Subcontractor/Supplier? Professional Services List:

- Engineering – TBD or Bend Structural Engineering
- Laser Cutting – Max Manufacturing Bend, OR.
- Misc. Materials – Alaskan Copper / Max Manufacturing
- Powder Coating – Commercial Powder Coating, Bend OR.
- Crane / Hoist rental – TBD (local preferred)

Timeline:

Mid April 2012	Contract Signed* First invoice (1/3 budget) First payment received Final Design & Engineering, **Materials ordered and purchased.
May – June 2012	Receive materials Begin Fabrication.
July 2012	Second payment (1/3 budget) received begin finish work and Powder coating.
August 19 th – 22 nd	Site Prep /Delivery & Installation Final Invoice (1/3 budget)
August 23 rd	Final payment received and Dedication.

*Timeline is contingent on signing of contract & first payment. If either of these events is delayed, our schedule will delay accordingly.

**Materials will be ordered and purchased only after first payment is received.

"The Gift"

Budget:

Artist Design & development,	
Project management, insurance, etc.	\$14,300.00
Engineering	\$1,200.00
CNC / computer set up /cutting	\$400.00
Materials	\$4,600.00
Fabrication	\$2,600.00
Finishing time	\$750.00
Sandblasting	\$200.00
Powder coating zinc rich primer	\$700.00
Transportation	\$300.00
Truck rental	\$250.00
Crane rental	\$1,000.00
Installing	\$800.00
Travel time and lodging	\$1,500.00
Total	\$28,600.00



CJRDESIGNSTUDIO.COM

541-399-3830

PERSONAL SERVICES AGREEMENT

Between

MICHAEL HORSWILL

And

THE CITY OF COEUR D'ALENE

for

CREATION AND INSTALLATION OF PUBLIC ART

ROUNDBOUT ON 881 W. HUBBARD

THIS CONTRACT, made and entered into this 1st day of May, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and **MICHAEL HORSWILL**, whose address is 11170 N. Rimrock Road, Hayden, Idaho 83835, hereinafter referred to as the "Artist,"

W I T N E S S E T H:

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

Section 2. Personnel.

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

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

Section 4. Compensation.

A. Subject to the provisions of this agreement, the City shall pay the Artist a total of Thirty Two Thousand One Hundred Forty Four No/100's (\$32,144.00) for services, payable, upon receipt of Artist invoice, as follows:

- 1. \$10,000 at the start of the project
- 2. \$10,000 at mid-construction

3. \$10,000 at fabrication completion
4. \$ 2,144 thirty (30) days after installation of the art object

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

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

Section 6. Interest of the Artist. The Artists covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

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

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

Section 9. Warranties.

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

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

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

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

CITY OF COEUR D'ALENE

ARTIST

Sandi Bloem, Mayor

Michael Horswill

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of May, 2012, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of May, 2012, before me, a Notary Public, personally appeared **Michael Horswill**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily executed the same.

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

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

City of Coeur d'Alene, Idaho
Educational Corridor Roundabout Art

Promotional Artist's Statement for *Trilogy*
By Michael Horswill

Trilogy unites the stories of three groups in our community: the members of the Coeur d'Alene Tribe and their ancestral meeting place; the students, teachers, and staff members of the Educational Corridor; and the wider community of Coeur d'Alene that is building a future of creative possibilities, symbolized by this important public gathering place.

Each of the three sculptures composing *Trilogy* is an abstract, figurative totem, with steel legs standing solidly on basalt bases, torsos angled actively, and heads lifted to the sky. They are at home in a backdrop of trees, standing naturally with the stones and shrubs gracing the arc of the roundabout. They also stand out from the landscape in playful, colorful shapes.

- The figurative totem on the left includes the landscape, trees, and water that have always brought people to this gathering place, along with imagery from the tribe's history, such as patterns of ribbed quills, feathers, and geometric designs often painted on the hides of shelters or woven into ceremonial clothing. The dominant colors of the background are amber-and-green earth tones and watery blues for the landscape;
- The figure on the right suggests imagery connected to teaching and learning, symbols of numbers, language, history, science, and the arts, with cooler colors at the base shifting to warm colors at the top to represent the transformation of education;
- The central figure depicts the value of diversity held by people of this city, along with its hopes for the future, in an extravaganza of light, color, and form.



The triptych format creates visual balance, and at night light will shine through transparent colored Plexiglas windows in the background of the open steel structure. *Trilogy* will be equally vibrant by day or night. On a clear summer day, beachgoers would respond to the vivid enamel surfaces. On a snowy December evening, concert-goers would feel cheered when seeing the illuminated colors shining through lighted windows.

Education is now at the center of this place, giving people of all ages a chance to learn, to grow, and to explore their potential for contributing to this community. This gathering place represents the capacity of the creative mind and the inspired heart. With that idea in mind, I envision *Trilogy* as a visual celebration of the tribe's traditions, the colleges' goals, and the entire community's future, giving voice to hope through form, color, and light.

City of Coeur d'Alene, Idaho
Educational Corridor Roundabout Art

Scale, Materials, Maintenance, Timeline for *Trilogy*
By Michael Horswill

Scale and Materials:

The maquettes are created on a 1.5-inch to 1-foot scale. Each final sculpture would be approximately twelve feet in height, two feet in width, and nearly one foot in depth, built with a strong structure of welded angle iron, steel bar, and sheet steel welded in intricate designs, with fired enamel geometric shapes on the front and colored Plexiglas panels on the back. The maquettes imitate this vision in more delicate steel and painted Plexiglas in a single sheet, along with splashes of paint to represent the enamel pieces. I have provided sample images of my artwork that include these kinds of materials to demonstrate more clearly the level of detail and how all would be unified. Finally, each sculpture would stand on a basalt base rather than the wooden blocks shown in the maquette. The wire figure indicates approximate size.

Maintenance:

The sculpture would be reasonably maintenance-free, as long as no serious damage were to occur. The steel would be clear-powder-coated to prevent rust and would be strong enough to withstand the changing weather and ordinary public interaction. Fired enamel on steel is a durable outdoor material as well. After research, I have determined that colored panels of ¼-inch, high quality, standard-colored Plexiglas in individual geometric shapes bolted onto the back of the sculptures would be easier to repair or to replace in the event of damage than a single painted and sealed sheet. The individual panels would also allow air to pass between seams and any weather stresses or movement to have little impact on the smaller individual shapes. The basalt blocks would be pedestals to set the sculptural forms up just high enough to prevent those interacting with them to be less likely to create damage. These blocks would be set on a concrete foundation to ensure their stability through the seasons.

Materials and engineering:

I have consulted numerous local businesses for appropriate services and materials, all of which are listed more specifically on the enclosed budget. The basalt cutting, boring, and delivery; excavation and concrete foundation work; steel and welding supplies; paint and powder-coating—all would be provided locally. My own fabrication will create the steel structures. The original Call for Artists said that lighting and landscaping would be available, so I have not included those costs into the bid, assuming that the most appropriate designs would be provided for the sculptures.

Timeline:

If I were fortunate enough that *Trilogy* receives acceptance from the Coeur d'Alene Arts Commission and then from the City of Coeur d'Alene, hopefully finalizing the decision in April, I would begin my work, targeting the original August deadline for installation, but adjusting for changed timelines if they vary from the city's original plans, which would likely be sometime in September.

May:

- Obtaining materials
- Beginning fabrication of steel structure

June-July:

- Continuing fabrication of steel structure
- Enameling work
- Plexiglas panels cut, bored, bolted
- Concrete foundation work
- Stone cutting

August:

- Stone delivery
- Sculpture installed

Conclusion:

My hope is that *Trilogy* is a fitting symbol for the Educational Corridor, a sculpture that will inhabit a space that has represented the idea of people coming together for centuries.

City of Coeur d'Alene, Idaho
 Education Corridor Roundabout Art
 Proposal Budget for *Trilogy*

By Michael Horswill

Service or Materials	Cost per	Number/Amount	Subtotal
Stonework			
Tumblestone			
Basalt stones (3' diameter)	\$685.00	3	\$2,055.00
Customizing & boring	\$225.00	3	\$675.00
Delivery per hour	\$95.00	2	\$190.00
Epoxy for mounting per tube	\$20.00	4	\$80.00
Foundation work			
Randy Bell concrete work	\$500.00	1	\$500.00
Concrete for footings, slabs 4 yds	\$500.00	1	\$500.00
Excavation cost	\$200.00	1	\$200.00
Coeur d'Alene Metals			
Round Bar (1/4" x 10')	\$2.60	20	\$52.00
Square Bar (1/4" x 12')	\$5.90	20	\$118.00
Angel Iron (2" x 12')	\$12.75	20	\$255.00
Sheet Metal (20 gauge 4 x 4')	\$21.25	10	\$212.50
Sheet Metal (18 gauge 4 x 4")	\$31.80	10	\$318.00
Welding supplies Oxarc, A&L			
Tanks	\$45.00	3	\$135.00
Wire, rod, grinding supplies	\$250.00	3	\$750.00
Plexiglas supplies			
Grizzly Colored Plexi (24" x 48")	\$98.00	18	\$1,764.00
Grizzly Plexi cutting	\$25.00	18	\$450.00
Tubes, bolts, screws for Plexi panels	\$5.00	108	\$540.00
Enamel, powdercoating			
Thompson Enamel supplies	\$175.00	3	\$525.00
Quality Powdercoating	\$225.00	3	\$675.00
Other supplies and Materials			
Tools (plexi drill bits, etc.)	\$250.00	1	\$250.00
Miscellaneous supplies: grinding, etc.	\$500.00	1	\$500.00
Electricity (per month)	\$100.00	4	\$400.00
Labor (each piece in four months)	\$7,000.00	3	\$21,000.00

TOTAL	\$32,144.50
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NOTES:

This proposal does not include costs for landscaping and lighting that the "Call to Artists" indicated would be available. Personal income taxes are not shown but would be based on the net income after expenses, indicated by the labor cost. Sales tax is included as an approximate prices for all materials.

**PARKS & RECREATION COMMISSION
STAFF REPORT**

April 16, 2012

From: Doug Eastwood, Parks Director

Subject: THREE YEAR AGREEMENT FOR FOOD CONCESSION AT INDEPENDENCE POINT

Decision Point: Extend food Concession agreement with Tiki-Hut for 2012, 2013 and 2014 season.

History: In 2009 we accepted RFQ's for food service at Independence Point. We chose the Tiki-Hut Proposal and entered into an agreement to provide food service for the 2009 season. Everything went rather well, the Tiki-Hut operation was not able to implement the full service menu that they had submitted largely due to not knowing what a particular park crowd might want on any given day. The staff of the Tiki-Hut did a good job of providing information to park visitors.

Financial Analysis: The fee for the 2009 season was \$5,000. We had based increases on the fee per the CPI similar to how we raise fees at the Independence Point Docks. This year the CPI did not go up so the fee remained the same for the 2010 season. However, after the 2010 season it was recommend that each succeeding season receive a 3% annual fee increase.

Performance Analysis: The food vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to daily park visitors and new visitors. We received many comments from the park visitors that they were quite pleased with the vendor, the staff and the service. An additional service that will be provided through this agreement is that the Tiki-Hut will have an outdoor bar-b-q on the site.

Decision Point: Recommend to General Services to enter into an agreement with Tiki-Hut for the 2012, 2013, and 2014 season; May through September at the designated site at Independence Point.

LEASE AGREEMENT

THIS CONTRACT, made and entered into this 1st day of May, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **RANDY and AKIKO FOLK**, d/b/a **TIKI HUT**, with its principal place of business at 3501 North Buckskin Road, Coeur d'Alene, Idaho 83815 hereinafter called "Folks,"

WITNESSETH:

THAT, WHEREAS, Folks have been awarded the contract for a mobile food concession at a location generally described as: no more than a 15' x 8' (L x W) area on a concrete pad just south of sidewalk along the beach area between Independence Point and the Coeur d'Alene Resort, and immediately east of the sidewalk leading to the City's commercial dock, as shown on Exhibit "A" which is attached hereto and hereby declared and incorporated herein by reference;

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, Folks shall operate and maintain a mobile food concession according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employee" shall include Randy Folk and Akiko Folk.

Section 2. Community Relations: The Folks agree they and their employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, Folks must become familiar with the immediate area including North Idaho College, Coeur d'Alene Resort, Tubbs Hill, McEuen Field and the Visitors Center.

Section 3. Appropriate Attire: Folks agree they and their employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts, if shorts are preferred instead of pants. Approval must be received from the Parks Director. It will not be permissible to operate the food concession without a shirt or in bikini type swimwear.

Section 4. Staffing: Folks food concession must be staffed by at least one employee at all times.

Section 5. Health Permit: Folks agree to obtain a health permit as required by law for the said mobile food concession. The permit must be placed in a conspicuous place on the trailer. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by May 15, 2012 for the 2012 season, and by April 15th, 2013 for the 2013 season and by April 15th, 2014 for the 2014 season. Failure to submit the required health permit within the above stated time can result in the City denying Folks permit or whatever actions the City deems necessary for the protection of the public.

Section 6. Food: Folks may serve all foods within the scope of the health permit.

Section 7. Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks Director.

Section 8. Refuse: Folks agree not to dispose of their refuse at a City maintained trash receptacle. Refuse must be removed from site and disposed of at Folks expense. Folks mobile food concession and immediately surrounding site must be kept clean at all times.

Section 9. Hold Harmless: Folks shall indemnify, defend, and hold the City harmless and shall give up all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or using Memorial Field, Coeur d'Alene Museum, Independence Point parking lots, City parks or docks. Folks further understand and agree that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this agreement pursuant to the notice provision in Section 24 below entitled "Lessor's Option to Terminate Lease." Furthermore, the parties recognize that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Folks acknowledge and agree that this may occur and may affect the parking areas presently used by Folks customers. In the event of said occurrence Folks hereby release, hold harmless and waive any claim whatsoever Folks may have against the City, its employees, agents, elected and appointed officials in the event parking is modified.

Section 10. Not Exclusive: Folks understand and agree that the City from time to time during the term of this permit may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but not limited to, A Taste of the Coeur d'Alene, the Fourth of July, and sports tournaments, or any event involving\or sponsored by the Coeur d'Alene Cultural Center.

Section 11. Waiver: Folks understands that during the term of this agreement, the City may be undertaking repairs to the City's commercial dock, which may interfere with Folks operation or affect persons in the park. Folks specifically waive any claim as to lost profits or business while said repairs are undertaken.

Section 12. Worker's Compensation: Folks agree to maintain worker's compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should Folks fail to maintain such insurance during the entire term hereof, Folks shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. Folks shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Negligent or Wrongful Act: Folks shall indemnify, defend, and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents, or employees. Folks further agree, at Folks cost, to defend the City against all claims arising out of

this agreement, including any claims resulting from the operation of Folks concession or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents or employees.

Section 14. Cart Specifications: Folks agree to the following concession specifications, which will be adhered to by Folks:

- A. Length: 15 ft. width: 8 ft. height: 8 ft.
- B. Heat source: propane.
- C. Electricity is available but limited; 2 – 110 outlets and a 20 amp breaker.
- D. Cooling source: battery, ice, or propane.
- E. All concessions must be self-contained. Ice chests, canisters, etc. cannot be stored next to cart.
- F. The concessions must be kept clean throughout the season.
- G. An outdoor bar-b-q on the site.

Section 15. Term: The City shall grant a mobile food concession permit to Folks for the season of May 1, 2012 to September 30, 2012, May 1, 2013 to September 30th, 2013 and May 1, 2014 to September 30, 2014 for the subject location.

Section 16. Consideration: Folks shall in consideration for the permit to operate and maintain said mobile food concession as set forth in Section 15 at the said location, shall pay the sum of Five Thousand One Hundred Fifty and No/100 Dollars (\$5,150.00) for the 2012 season, to paid on or before May 15, 2012; shall pay the sum of Five Thousand Three Hundred Four and 50/100 Dollars (\$5,304.50) for the 2013 season, to be paid on or before April 15, 2013; shall pay the sum of Five Thousand Four Hundred Sixty Three and 64/100 Dollars (\$5,463.64) for the 2014 season, to be paid on or before April 15, 2014. Payment shall be made to the City Treasurer.

Section 17. No Alcohol: Folks agree they shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots.

Section 18. City Ordinances: Folks shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Sections 5.18.015, 5.18.020, and 5.18.040.

Section 19. Glass Containers: Folks agree not to dispense drinks in glass containers.

Section 20. Violation of Regulations: Folks agree any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and Folks may not be allowed to rebid or resubmit a proposal for a period of three (3) years.

Section 21. Non-transferable: Folks also agree and understand concession sites cannot be transferred to another vendor without permission of the City.

County of Kootenai)

On this 1st day of May, 2012, before me, a Notary Public, personally appeared Sandi Bloem and Susan K. Weathers, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of May, 2012, before me, a Notary Public, personally appeared **RANDY FOLK** whose name is subscribed to the within instrument and acknowledged that such individual executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of May, 2012, before me, a Notary Public, personally appeared **AKIKO FOLK** whose name is subscribed to the within instrument and acknowledged that such individual executed the same.

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

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

EXHIBIT "A"



GENERAL SERVICES COMMITTEE

Date: April 11, 2012
From: Kenny Gabriel, Fire Chief
Re: Memorandum of Understanding with North Idaho College

DECISION POINT: Should Mayor and Council approve an MOU with North Idaho College (NIC) for the use of the Cities Training Facilities for Firefighter educational classes.

HISTORY: For a number of years the City has partnered with NIC in providing a Firefighter I training academy. We have yet to formalize an MOU on the use of the tower and adjoining classroom facilities. This agreement defines responsibilities for the City and for NIC. This document has been drafted and approved by the City Legal Department as well as NIC's legal staff.

FINANCIAL ANALYSIS: There is no negative impact to our budget. If there were to be damage to our facilities during the class, NIC would assume the cost for correcting those damages.

PERFORMANCE ANALYSIS: We are proud to have a partnership with NIC. We plan on enhancing their Fire Science programs as time and need allows. This is a positive step for the City as we will see funds for the use of the tower increase as we increase the use from NIC. This is also part of the business plan we made when the tower was built by General Obligation Bond funds seven years ago.

DECISION POINT/RECOMMENDATION: For mayor and Council to approve an MOU with North Idaho College for the use of the Cities training facilities.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF COEUR D'ALENE
AND
NORTH IDAHO COLLEGE
FOR
THE USE OF CITY OWNED RESOURCES IN THE FIRE FIGHTER TRAINING PROGRAM**

PURPOSE:

This Memorandum of Agreement (MOA) is between the City of Coeur d'Alene ("City"), and North Idaho College ("NIC"), and is intended to document the parties' understanding of, and agreement regarding NIC's use of certain City owned facilities and resources in teaching the fire fighter training program.

RECITALS:

WHEREAS, NIC is a community college district organized pursuant to I.C. 33-2101 *et seq.*; and

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

WHEREAS, NIC teaches a fire fighter training academy ("FF1 Academy") as part of its course offerings; and

WHEREAS, The City owns a training tower and other facilities and resources that NIC desires to use in its FF1 Academy; and

WHEREAS, the City is willing to allow NIC to use its facilities and resources subject to the conditions and covenants contained herein; and

WHEREAS, it is the mutual desire of NIC and the City to memorialize their understanding and agreement with respect to the use of City facilities and resources in the FF1 Academy; and

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

NOW, THEREFORE, it is hereby agreed as follows:

AGREEMENT:

1. **Facilities Subject to this Agreement:** The following City owned facilities are subject to this agreement:
 - A. Training Tower, including the grounds around the tower;
 - B. Station #2 class room; and
 - C. Station #2 weight room.

2. **Resources Subject to this Agreement:** In addition to the facilities listed above in Section 1, the following City owned resources are also subject to this agreement:
 - A. Technical Rescue Props;

- B. Ventilation Props;
- C. Fire Fighting Apparatus, including all equipment on the Apparatus;
- D. Self-Contained Breathing Apparatus (“SCBA’s”); and
- E. Firefighter Turnouts.

3. **Adding Additional Facilities or Resources:** The City Fire Chief may approve written requests from NIC to use additional City facilities or resources for the FF1 Academy. The use of any additional City facilities or resources for the FF1 Academy is subject to the conditions and limitations contained in this agreement.
4. **Term:** The term of this agreement is for one (1) calendar year from the date of final execution of this agreement by the parties. The agreement will automatically renew for additional one (1) year terms unless either party gives the other party written notice at least ninety (90) days prior to the end of the current term of their desire to terminate or renegotiate this agreement. All provisions of this agreement will remain in effect, unless otherwise amended as allowed by this agreement, for all renewal terms. Negotiated renewals must be completed prior to the end of any existing period of this agreement.
5. **Scheduling and Priority of Use:** Use of the City owned facilities and resources can be scheduled by contacting _____ at _____ or such other person that the City designates in writing. NIC recognizes that its use of the City owned facilities and resources subject to this agreement are subordinate to use of those facilities and resources by the City. NIC further recognizes and agrees that the City, from time to time may need to cancel or halt the use of City owned facilities or resources with little or no notice in order to respond to emergency situations. NIC waives any and all claims against the City as a result of cancelled use of any facilities or resources subject to this agreement.
6. **Non-Exclusive Agreement:** The parties agree that this agreement is non-exclusive and that the City may, in its sole discretion, allow other entities to use the facilities and resources subject to this agreement. Use of facilities and resources subject to this agreement will be scheduled on a first come first serve basis.
7. **Repair of Damage:** NIC agrees to immediately notify the City of any damage to any City owned property or facility caused by NIC, or its agents, representative or students during the use of City facilities or resources in the FF1 Academy. NIC will immediately repair or cause to be repaired, without limitation, up to and including complete replacement, any damage to City property or facilities, or any City equipment that is caused by NIC or its personnel while using any City owned facilities or resources that are subject to this agreement.
8. **Maintenance of Facilities and Resources:** The City will maintain all facilities and resources subject to this agreement. NIC agrees to inspect the facilities or resources prior to use for any damage or issues that render the facility unusable or unsafe for use in NIC’s FF1 Academy. If such damage or other issues are found, NIC will not use the facility or resource and will immediately notify the City of the damage by contacting _____ at _____ or such other person that the City designates in writing.
9. **Workers Compensation:** During the term of this agreement, NIC will maintain Worker’s Compensation coverage for all personnel who will use City owned facilities or resources as required by Idaho Code Section 72-101 through 72-806. Additionally, NIC agrees to indemnify, defend and hold the City harmless from any loss resulting to the City should NIC fail to maintain workers’ compensation coverage for its personnel.

10. **Liability Insurance:** During the term of this agreement, NIC will maintain comprehensive liability insurance. The minimum policy limit will be \$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. In the event of any claims arising out of NIC's use of City facilities or resources subject to this agreement, NIC shall have primary liability and NIC's insurance policy shall constitute primary coverage. It is the intention of the parties that the minimum limits provided under Chapter 9, Title 6, of the Idaho Code must be met. As such, if those limits are raised above the minimum limits required by this section, NIC agrees to immediately provide evidence of insurance meeting the new limit.
11. **Certificates of Insurance:** NIC will furnish to the City certificates of the insurance coverage for the insurance required herein, which must be approved by the City Attorney. The certificates must establish that the City will be provided at least thirty- (30) days written notice prior to cancellation of the policy for any reason.
12. **Safety Rules and Other Guidelines:** The City will provide NIC with copies of all current rules and guidelines for using City owned facilities and resources subject to this agreement. NIC agrees to follow all City rules, procedures or guidelines for use of its facilities and resources. NIC further recognizes that the City may, from time to time, modify its rules and guidelines. The City will provide NIC a copy of any amended rules or guidelines and NIC agrees to follow all amended rules or guidelines.
13. **NIC to Hold the City Harmless:** NIC will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of NIC's use of the City's facilities or resources.
14. **Promise of Cooperation:** Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.
15. **Section Headings:** The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
16. **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.
17. **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.
18. **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.

19. **Modifications:** The City and NIC may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.
20. **Attorney Fees:** If any action shall be brought to enforce or interpret any of the covenants, terms, or conditions of this agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

DATED this 1st day of May, 2012.

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, City Clerk

DATED this _____ day of _____ 2012.

NORTH IDAHO COLLEGE

ATTEST:

_____, _____

Public Works Committee STAFF REPORT

DATE: April 23, 2012
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Professional Services Agreement for Design Services for
Government Way, Phase II, Hanley Avenue – Prairie Avenue

DECISION POINT

Staff is requesting the approval of the Professional Services Agreement with Welch-Comer & Associates for services necessary to develop full right-of-way and roadway design plans associated with the Idaho Transportation Department (ITD) reconstruction project for Government Way, between Hanley and Prairie Avenues.

HISTORY

March 2009, Council approved the Professional Services Agreement with Welch-Comer & Associates for design services for Government Way, Phase I, with construction expected to commence June 2012.

FINANCIAL ANALYSIS

The total compensation for the fixed fee agreement is Four Hundred Sixty Six Thousand and 00/100 dollars (\$466,000.00) for the complete design package. Because the City is the "sponsor" of the project, the "share" of the agreement that the City is initially responsible for amounts to 7.34% of the cost (\$34,204.40). However, the city of Hayden, and, the Lakes Highway District, are also partners in the project and will be reimbursing CdA for 50% of the 7.34% "share". This reimbursement will be guaranteed through a mutually agreed upon Memorandum of Understanding (MOU) with the jurisdictions involved. The project is in the current year's budget with funding for the City "share" of the project being derived from impact fees received from "city wide".

PERFORMANCE ANALYSIS

The scope of the agreement covers all aspects of project management, concept, preliminary & final design, PS&E submittal, surveying & right-of-way mapping and descriptions, and, geotechnical and environmental analysis. Open request for proposals (RFP's) were not necessary because this was considered an on-going project, with this element being Phase II of the existing Government Way, Dalton – Hanley project. LHTAC (Local Highways Technical Assistance Council) the project overseer, felt that continuity was in the best interest of all involved parties and oversaw the use of the existing design consultant for this next phase. The work will commence upon the approval of the agreement.

RECOMMENDATION

Staff recommends the approval of the Professional Services Agreement with Welch-Comer & Associates for the development of design plans for the continuation of the Government Way reconstruction project.

Attachment No. 2

Welch Comer Scope of Work
for
Government Way; Hanley Ave to Prairie Ave
KEY NO. 12308, PROJECT NO. A012(308)

The City of Coeur d'Alene (City) has secured funds within the Surface Transportation Plan-Urban Program (STP-Urban) administered by the Local Highway Technical Assistance Council (LHTAC) to reconstruct Government Way between Hanley Avenue and Prairie Avenue. This 1.5-mile segment of Government Way is classified as a principal arterial and is an extension of an ongoing project on Government Way between Dalton Avenue and Hanley Avenue.

The City, acting as the Local Sponsor or Owner, intends to reconstruct the existing 2-lane section of Government Way to 5-lanes with curb/gutter, bike lanes, underground stormwater system, concrete sidewalk, and a traffic signal at one intersection. The proposed horizontal and vertical alignments are expected to have minor modifications. In addition, reconstruction will require significant Right of Way acquisition, dry utility relocation, and extensive public involvement.

The City will also construct a new stretch of roadway on Wilbur between the eastern Right of Way boundary of US 95 and Government Way. Wilbur will likely be three lanes with curb & gutter and sidewalk on one side.

This project will be administered by LHTAC and developed in accordance with the Idaho Transportation Department's (ITD) Project Development process outlined in the Roadway Design Manual. In addition to ITD standards, the project will also utilize applicable City of Coeur d'Alene Standards and seek guidance from the American Association of State Highway and Transportation Officials (AASHTO), among many other standards. The project will be developed in English units.

Below is a detailed scope of all work necessary to produce a quality design that is on time, on budget, in the best interest of the Public, and in accordance with applicable standards.

Task 1 - PROJECT COORDINATION AND MANAGEMENT

1.1. General Administration:

This will consist of the daily management of the project and involve administrative tasks of a general nature that are required of the Consultant during the course of project development, including setting up and maintaining project accounting procedures, monitoring project budget, and general project team coordination.

1.2. Billing Coordination:

At the end of each month the Consultant will generate a monthly invoice.

- The Consultant's Project Manager will review all labor hours, labor descriptors, expenses, budgets, profits, and multipliers for accuracy.
- The Consultant's Project Manager will indicate percentage of fixed fee to be billed based on predetermined milestones achieved during the month (the project milestones are included in this proposal).
- The Consultant's Project Manager will indicate percentage of Facilities Capital Cost of Money (FCCM) to be billed. Typically, this will coincide directly with the fixed fee.
- The Consultant will submit invoices by the 10th of each month with the following required attachments:
 - All billing backup including copy logs, mileage reports, subconsultant invoices, etc.
 - Signed ITD-771, Professional Agreement Invoice and Progress Report. Submit the ITD-771 each month regardless if any work was completed during the month.
 - ITD-2761, Professional Services Authorization (PSA) and Invoice Summary.
 - ITD-2892, Certification of Payment.
 - ITD-2921, Certification of Payment Amounts (this is included in the final project invoice).
- Certified Payroll rates will be provided with each invoice.

1.3. Subconsultant Billing Coordination:

The Consultant will coordinate billing with each subconsultant throughout the contract. Subconsultant payments will be included in the Consultant's billing. The Consultant will review subconsultant invoice for accuracy and conformity to the subconsultant scope of work and overall contract.

1.4. Professional Services Authorization & Invoice Summary (PSA) Management:

During the course of Project Development the Consultant will be responsible for managing the status of PSA amounts for the project including:

- Utilize the ITD-2761, Professional Services Authorization & Invoice Summary.
- Notify Agreement Administrator in writing when the current PSA is 60-80% expended.
- Monitor the PSA status each month to avoid over spending in a particular invoice.
- In the event more is spent than what is existing on the current PSA, the Consultant will submit two PSA's to cover the invoice.

1.5. Schedule & Management Control:

A Critical Path schedule will be developed for the project. During the course of design, the schedule will be updated and modified monthly and provided to the Agreement Administrator. The purpose of the updates will be to keep key individuals updated as to the project status. The project schedule will be developed and maintained using Microsoft Project.

1.6. Pre-Operational Conference:

Upon receiving Notice to Proceed, LHTAC will facilitate a Pre-Operational Conference to be held at the City of Coeur d'Alene. Those in attendance will be: Agreement Administrator (LHTAC), Sponsor (City), and the Consultant. The purpose of the conference will be to:

- Thoroughly discuss contract issues such as invoicing, project schedule, milestones, etc.
- Ensure that all parties understand roles & responsibilities.
- Discuss any important technical issues that should be discussed early.

1.7. Owner Coordination & Meetings:

The Consultant will communicate regularly & as necessary to keep the City and LHTAC current with the project status and to work out necessary design elements. The Consultant's Project Manager will attend meetings with the City to provide project updates and discuss project related issues. The Consultant's attendance will be on an as-needed or as-requested basis to control costs. For the purposes of this scope of work, it is assumed a total of 10 meetings will require the Consultant's attendance.

1.8. Agreement Closeout:

Upon completion of the project, the Consultant will work with the LHTAC Agreement Administrator and the City, in accordance with Section 540.09 of the PSAP manual, to conduct Agreement Close-outs tasks including:

- Issuance of a final ITD-771, Professional Agreement Progress Report.
- Affidavit of Indebtedness (submitted to LHTAC from the Consultant).
- ITD-2759, Consultant Services Performance Evaluation (submitted to the Consultant from LHTAC).

Task 2 - CONCEPT

2.1. Traffic Data Collection:

Traffic data will be requested from ITD for years 2011, 2016, and 2036. Any traffic data available from the City of Coeur d'Alene will also be requested. All available traffic data on the roadway segment will be compiled and analyzed to determine the peak hour and the expected traffic growth rate over time.

Consultant will also record turning movements for three hours (one hour before and after the peak hour) at Canfield and Government Way for use in signal

design. The purpose of these counts will be to analyze if it is feasible to remove the existing signal.

2.2. Level of Service Calculations:

No Level of Service Calculations will be completed. Instead, the Consultant will provide evidence from KMPO and KCATT that a 5-lane section is appropriate for this segment of Government Way.

2.3. Crash Data:

Crash history data will be requested from the Idaho Transportation Department – District 1 office. Available crash data will be analyzed, summarized, and included in the Concept Report. The summary will be provided in the Narrative portion of the Concept Report, while the calculations and backup data will be provided in the Appendix.

2.4. ITD-2658, Safety Evaluation:

Based on the crash data provided by ITD, a detailed Safety Evaluation, utilizing the ITD-2658, will be conducted to determine if the roadway segment or intersections present a safety hazard in its current state. The accident rate within the project limits, measured in accidents per million vehicles, will be calculated and compared to the pre-established Base Rate for this segment of Government Way. If the existing accident rate is higher than the Base Rate, specific design improvements will be provided for each design alternative to improve safety.

2.5. ITD-758, Alternate Solutions & Costs (Alternative Analysis):

As part of comparing design alternatives, the Consultant will utilize the ITD-758, Alternate Solutions & Costs, to compare design alternatives and document the following:

2.5.1. Alternate Descriptions:

Provide detailed descriptions of each design alternative.

2.5.2. Identify Recommended Alternative:

The recommended alternative will be identified within the ITD-758 form. As required in the Concept Report Guide, three alternatives will be analyzed for the Concept Report and are described below:

ALTERNATE 1 No-build or do nothing – Government Way between Hanley Avenue and Prairie Avenue would remain unchanged. No federal funds would be expended to improve the condition and capacity.

ALTERNATE 2 5-lane Roadway with Traditional Construction – Reconstruct the existing 2-lane segment of Government Way to 5 lanes (2 northbound, 2 southbound and a two-way left turn lane. The roadway will also include 2 five-foot bike lanes, curb & gutter, sidewalk, drainage improvements, traffic signal modifications, and Right of Way acquisition. *The road will be constructed with a traditional subbase-base-asphalt structure.*

ALTERNATE 3 5-lane Roadway with Alternative Geotechnical Section – Reconstruct the existing 2-lane segment of Government Way to 5 lanes (2 northbound, 2 southbound and a two-way left turn lane.

The roadway will also include 2 five-foot bike lanes, curb & gutter, sidewalk, drainage improvements, traffic signal modifications, and Right of Way acquisition. *The road will be constructed with an alternative structure such as cement treated base or asphalt treated base.*

2.6. Traffic Control Study:

Construction traffic control will be reviewed by the Consultant early to identify the impact of each alternate being analyzed. A conceptual traffic control strategy will be developed, reviewed with LHTAC and the City, reviewed with adjacent jurisdictions, and discussed in the Concept Report Narrative. It is anticipated that two-way traffic during construction will be maintained at all times.

2.7. Typical Section:

The Consultant will develop conceptual cross sections for the recommended alternative. The cross sections will depict lane width and configuration, Right of Way width, curb/gutter, sidewalk, and drainage swales.

2.8. Vicinity Map:

A vicinity map showing project location and limits will be included in the Concept Report.

2.9. Conceptual Plan Development:

A conceptual plan will be provided for each alternative. The plans will conceptually depict horizontal alignments, pavement marking layout, and approximate right of way impacts. The plans developed during the Concept phase are essential in presenting the project to the community during the first public meeting, as discussed in a subsequent section.

2.10. ITD-783, Signature Sheet:

The Consultant will prepare the ITD-783 form prior to submittal of the Concept Report. The Consultant will also coordinate with the City to secure a signature from the "Sponsor."

2.11. ITD-757, Design Standards:

The Consultant will prepare the ITD-757 form for inclusion in the Concept Report. The design standards established and summarized on the ITD-757 will be utilized for the Preliminary and Final Design phases of the project. Should any modifications to standards be required during subsequent design phases, an updated ITD-757 form will be submitted to LHTAC. It is assumed LHTAC will provide to the Consultant the last approved 2101 and 1414 forms.

2.12. ITD-2839, Right of Way Cost Estimate:

For each alternate, the Consultant will estimate the Right of Way acquisition costs. The City's acquisition specialist will assist in determining preliminary Right of Way costs including, lands costs, appraisals, appraisal reviews, and any property "damages".

2.13. ITD-1150, Project Cost Summary Sheet:

When developing the cost estimates for each alternate, the Consultant will utilize the ITD-1150, Project Cost Summary Sheet. The ITD-1150 will be updated and used for the cost estimate at the Preliminary Design submittal.

2.14. Public Meeting:

Because of the substantial impact to private property and Right of Way acquisition, public involvement will be an important part of educating and involving property owners and the general public of the project. Therefore, both the Concept and Preliminary Design phase will include an independent Public Involvement element. Section 375 of the Roadway Design Manual and ITD's Guide to Public Involvement will be consulted for proper actions relating to Public Involvement. However, the level of effort will be slightly reduced since these references are tailored more to larger state highway design and construction projects.

Early in the Concept phase, the Consultant will facilitate an open-house style **Public Informational Meeting**. The meeting will be held at the City of Coeur d'Alene City Hall to introduce the project and design alternatives to the public, answer questions, and encourage feedback. A meeting early in the process will help avoid controversy later, garner public trust, and give stakeholders an active role in shaping the project's direction. In addition to educating the public, the public may be able to educate the Consultant about unknown issues such as: abandoned irrigation ditches, wetlands, sewer drainfields, wells that encroach the Right of Way, historic structures, or other areas of special concerns.

During the first Public Meeting, the Consultant will serve the City by providing the following:

2.14.1. Meeting Advertisement:

Provide a public news release and newspaper advertisement to advertise the meeting in accordance with Chapter 3 of the Guide to Public Involvement.

2.14.2. Stakeholder Invitation:

Provide a letter or newsletter to the City to be sent to each property owner or "stakeholder" along the project corridor, introducing the project and inviting them to attend to provide comments at the first public meeting. Stakeholders not only include property owners, but mail service, local government officials and technical staff, renters, regulatory agencies, ITD, public transit providers, etc.

2.14.3. Sign-in Sheets:

Provide sign-in sheets to record meeting attendees.

2.14.4. Public Comments:

Provide opportunity for public written and oral Comments.

2.14.5. Meeting Facilitation:

Facilitate the meeting by providing education in plain language, explaining funding and agency procedures, explaining the federal Right of Way acquisition process, record and genuinely listen to specific concerns, and follow-up with questions or concerns not addressed at the meeting.

2.15. Public Meeting Review:

Subsequent to the meeting, the Consultant will meet with the City and LHTAC to review and discuss the written and oral comments received during the meeting and address any changes required to the project.

2.16. Project Narrative:

The purpose of the narrative is to summarize all necessary information into one location for easy access. All backup information required for the project will be tabulated and provided in the Concept Report Appendix.

To be included within the Concept Report Narrative is the following:

2.16.1. Project Description:

General location and description of the project, identification of the Local Sponsor (City of Coeur d'Alene), and identification of the funding source, categories, and amount.

2.16.2. Existing Conditions:

Description of the current conditions of Government Way, prior to any project improvements including: roadway cross section, speed limit, intersection conditions, access control, drainage conditions, observed traffic queuing, etc.

2.16.3. Purpose and Need:

Review the programming Purpose and Need and modify as necessary for the project.

2.16.4. Proposed Improvements:

Provide a brief summary of each roadway Alternate. Detailed Alternate descriptions will be provided within the ITD-758, Alternate Solutions & Costs form.

2.16.5. Traffic Data and Level of Service:

To allow the reader easy access to the many results associated with LOS calculations, provide a summary of the gathered traffic volume information, determination of traffic growth rates, and a tabulated summary of all LOS results.

2.16.6. Safety Evaluation:

Discuss the findings of the Safety Evaluation conducted using the ITD-2658 form. Identify any high-accident location along with contributing factors. Also, summarize the expected crash rates after construction is complete.

2.16.7. Construction Traffic Control:

Summarize the results of the Traffic Control Study previously mentioned in this scope of work.

2.16.8. Right of Way Impacts:

For each Alternate being analyzed, provide a discussion of the expected amount of land required, number of parcel acquisitions, types of property, and possible "damages" to properties.

2.16.9. Environmental/Cultural Impacts:

Identify any known or possible environmental, historical or cultural resource issues that may arise and identify possible solutions to avoid schedule delay.

The Consultant will coordinate closely with subconsultant, Bionomics, to identify these issues.

2.16.10. Utility Impacts:

Identify all utilities located within the project (actual locations will be delineated during the topographic survey described in another task). It is expected that water, gas, power, fiber optic, telephone and cable will be encountered.

2.16.11. Bicycles and Pedestrians:

Individually discuss vehicle, bicycle and pedestrian requirements for the project. The selected Alternative will be designed to provide facilities for each of the users mentioned.

2.16.12. Americans with Disabilities Act (ADA):

Discuss the existing state of the project concerning ADA Access. Also, state that the Government Way project improvements will adhere to the requirements of the Americans with Disabilities Act.

2.16.13. Recommendation:

Based on the comparative analysis documented on the ITD-758, Alternate Solutions & Cost, recommend a preferred alternate. After each alternate is scrutinized based on many predetermined criteria, an option will be recommended for Preliminary Design. Accompanied with the recommendation will be detailed information justifying the decision.

As mentioned previously, all backup information will be provided in the Concept Report Appendix.

2.17. DRAFT Concept Report Submittal:

A draft Concept Report will be reviewed in-house and submitted to the City and LHTAC for review. When reviews are complete, the Consultant will review with the City any necessary revisions. Included within the Concept Report are the following documents:

- ITD-783, Signature Sheet
- Narrative
- ITD-1150, Project Cost Summary Sheet
- ITD-758, Alternate Solutions and Costs
- ITD-757, Design Standards
- ITD-280, Feasibility Study
- ITD-2658, Safety Evaluation
- ITD-2839, Right of Way Cost Estimate
- Vicinity Map
- Typical Sections
- Concept Plans
- Accident Reports
- Traffic Volume and ESAL Projection Report
- Level of Service Calculations

The project schedule assumes that LHTAC's and City's review times will take three weeks.

2.18. Final Concept Report Submittal for Approval:

Once review comments are received from LHTAC and the City, the Consultant will address any revisions and resubmit the report to LHTAC. The final report will be prepared and two copies delivered to LHTAC.

Task 3 - PRELIMINARY DESIGN

3.1. Roadway Group:

Based on the scope of the Government Way project, and the Consultant's experience with locally funded federal aid projects, below are the professional services provided during the Preliminary Design Phase.

3.1.1. Typical Section Design:

Based on the Kootenai Metropolitan Planning Organization transportation model, draft typical sections in accordance with Section 350.06 of the Roadway Design Manual will be developed to show lane widths; curb configuration; cross slope; roadway section thickness and materials; and existing and proposed Right of Way width for Government Way and associated side streets.

3.1.2. Alignment Design:

Horizontal and Vertical Alignments will be developed in accordance with the design standards developed and approved within the Concept Report, showing all necessary geometric attributes

3.1.3. Cut & Fill Limits (Catch Lines):

Cut and fill limits, based on electronic roadway modeling and topographic survey will be displayed.

3.1.4. Cross Sections:

As a means of assisting LHTAC in verifying the reliability of the Consultant's topographic survey, typical sections, alignments, and cross sections will be generated and preliminary earthwork quantities will be computed.

3.1.5. Driveway Access:

Roadway access (driveway approaches) will be provided to each parcel. Preliminary Design will provide standard approaches with respect to City of Coeur d'Alene construction standards and access control at each location. The City will meet with individual property owners to confirm size and location. Where agreeable to owners, shared drive approaches will be utilized. The Consultant will not meet with individual property owners. The City will direct to the Consultant any changes required to the approaches.

3.1.6. Mail Delivery:

Mail delivery will be coordinated with the United States Postal Service (USPS). An aerial map with proposed roadway improvements will be provided to the local Postmaster for determining mailbox locations. The Consultant will attend one meeting with the postmaster to coordinate locations and type of mailbox unit.

3.2. Drainage Group:

3.2.1. Stormwater Design:

Similar to the previous phase of Government Way between Dalton Avenue and Hanley Avenue, the Consultant will perform preliminary stormwater conveyance and treatment design for the recommended alternative. Design will follow City of Coeur d'Alene requirements and will identify anticipated stormwater runoff, storm sewer, grassed infiltration areas, drywells and other related facilities. Stormwater is anticipated to be treated and discharged via grassy swales.

3.3. Traffic Group:

3.3.1. Construction Traffic Control & Phasing:

The Consultant shall provide preliminary designs for traffic control during construction and construction phasing plans.

Traffic control will be designed in accordance with the latest ITD and MUTCD requirements. It is anticipated that two-way traffic will be maintained at all times during construction..

3.3.2. Signing & Pavement Marking:

Preliminary pavement markings and permanent signing will be developed. Design will be in accordance with Section 200.00 of Traffic Manual and the latest MUTCD requirements. Intersection turn bay lengths will be based on guidance provided on Figure 202.09-01 of the Traffic Manual and City standards. Skip lane lines, centerlines, edge lines, cross-walks, stop bars, two-way left turn lane, and bicycle lanes will be based on the requirements of Section 202.00 in the Traffic Manual.

3.3.3. Traffic Signals:

3.3.3.1. Hanley & Government Way

This signal is configured for the 5-lane section. It is assumed that no modifications will be necessary.

3.3.3.2. Canfield & Government Way or Wilbur & Government Way

3.3.3.2.1. Site Survey:

The Consultant will first perform a site survey in accordance with Section 308.01 to identify all applicable existing conditions that will affect preliminary signal design such as:

3.3.3.2.1.1. *Identification of existing signing that may conflict with a future traffic signal.*

3.3.3.2.1.2. Identification of existing and proposed right of way.

3.3.3.2.1.3. *Identification of underground and overhead utilities.* In this case, Avista Utilities is the major utility at both intersections with both overhead power and underground natural gas.

3.3.3.2.2. Signal Utility Coordination:

Early in the preliminary signal design, the Consultant shall coordinate a meeting with all affected utilities to identify potential overhead and underground conflicts and determine the necessary mitigations.

3.3.3.2.3. Controller Placement:

The Consultant, with input from the City, shall determine the placement of the signal controller. Ideally, the controller will be placed to the closest source of power, where it is not vulnerable to traffic, is easily accessed for maintenance, and not an obstruction to sight distance.

3.3.3.2.4. Preliminary Plan Development:

Preliminary Traffic Signal Plans will be developed in accordance with the City's guidelines and ITD Section 308.01.01 of the Traffic Manual. It is assumed that all signal timing will be conducted by the City.

3.3.3.2.4.1. Signal pole foundation placement and size design. Foundation design will be in accordance with ITD Standard Drawing No. I-7-C.

3.3.3.2.4.2. Signal Pole and Mast Arm length design in accordance with ITD Standard Drawing No. I-6-A and 1-7-C.

3.3.3.3. Prairie & Government Way

This signal is configured for the 5-lane section. It is assumed that no modifications will be necessary.

3.4. Utility Coordination:

3.4.1. Initial Utility Contact:

The Consultant will contact, via letter, both public and private utilities identified within the project limits to provide information in accordance with Section 420.00 of the Guide for Utility Management (GUM) manual such as a project description and vicinity map, mapping of the project, accompanied by a request to identify their existing utilities, a deadline to return the drawings, and an official statement explaining who pays for relocation costs.

3.4.2. Utility Relocation Identification and Design:

After existing utility locations are known and the horizontal and vertical alignments are established, the Consultant will coordinate and identify the utilities that need to be moved, installed, abandoned and at whose expense such work will be performed. It is assumed that one field meeting with each public utility will be required. The Consultant will produce plans in accordance with ITD requirements concerning symbology and color.

3.4.3. Secondary Utility Contact:

Once relocations and financial responsibilities are established, the Consultant will send each utility company a letter and preliminary plans with the following information per Section 420.03 of the GUM manual:

- A request to verify the Consultant's plan information and necessary relocation work will be completed by the specific utility company or by contract.
- Identification of any utility easements and documentation to substantiate reimbursement of relocation or adjustment costs at project expense.
- Request for cost estimates of any utility work determined to be at project expense.
- Invitation for an additional field visit.
- Provide utility companies any other design information that might be useful.

3.5. Cost Estimate:

A revised ITD-1150, Project Cost Summary Sheet (Preliminary) will be prepared. The Consultant will utilize their in-house database and thorough understanding of local construction costs to determine item unit prices.

3.6. Quality Control & Revisions:

The compiled Preliminary Design submittal will be reviewed internally. This review will be performed by the Consultant's senior staff, as determined appropriate by the Consultant. A record of who reviewed the submittal will be indicated on the submittal letter. Necessary modifications to the Preliminary Design package will be made based on the Consultant's in house review of the Preliminary Design package.

3.7. Preliminary Design Submittal:

In consult with the Project Development Checklist, submit four copies of the Preliminary Design package to the City and LHTAC for review. It is assumed that the City and LHTAC review times will take three weeks. Included in the submittal package will be:

- Preliminary Design Plans (11"x17")
- Preliminary project cost estimate provided on an updated ITD-1150.
- Roadway cross sections at 50-foot intervals to demonstrate design accuracy.

3.8. Preliminary Design Review:

The Consultant will attend the Preliminary Design Review to gather LHTAC's and the City's review comments. The Consultant will notify the City of the design review meeting. It is assumed the Agreement Administrator will invite all other necessary attendees.

3.9. Preliminary Plan Sheet Count Summary:

The following sheets will be prepared and submitted as part of the preliminary design submittal to LHTAC for review.

- 3.9.1. 1 Title Sheet
- 3.9.2. 2 Typical Section Sheets
- 3.9.3. 14 Plan & Profile Sheets
- 3.9.4. 8 Traffic Control and Phasing Plans
- 3.9.5. 2 Traffic Signal Plans (Canfield Road)
- 3.9.6. 8 Signing & Pavement Markings
- 3.9.7. Preliminary Cross Sections

3.10. Public Hearing:

As mentioned in the Concept Report work task, Public Involvement is important with this project. Due to the substantial Right of Way acquisition, changes at intersections, potential impact to private property, and likely public interest, the Consultant believes a **Public Hearing** should be conducted during the Preliminary Design Phase. This is based on guidance provided in Section 375.04 of the Roadway Design Manual.

Like the previous meeting, the Public Hearing will be held during an evening at the City of Coeur d'Alene City Hall. It is assumed a Public Hearing Officer will be required and provided by LHTAC. The Consultant will serve the City by providing the following:

3.10.1. Meeting Advertisement:

Newspaper advertisement to notify the general public of the purpose, date, place and time of the Public Hearing.

3.10.2. Stakeholder Invitation:

A project newsletter or letter invitation will be sent to each property owner affected by the project. The same will be sent to utility companies and any other agencies or groups affected by the project. The document will describe the project limits, scope of construction including phasing, approximate Right of Way acquisition, and a vicinity map.

3.10.3. Purpose & Need Display:

A display of the official and approved project "Purpose and Need" statement.

3.10.4. Project Description Display:

A display listing the project description.

3.10.5. Preliminary Design Display:

Displays showing the preliminary design roadway layout, property owner names, existing ground and design profile, existing and proposed Right of Way lines.

3.10.6. Sign-in Sheets:

Provide sign-in sheets to record meeting attendees.

3.10.7. Meeting Facilitation:

Facilitate the public hearing in accordance with applicable requirements by explaining the project, discussing Right of Way acquisition procedures, answering question and hearing concerns of the public, etc. It is assumed the public hearing will last 2 hours.

3.11. Design Study Report:

A Design Study Report will be submitted as part of this project. The report will summarize any significant design considerations and changes in design since Concept Approval. Specifically, the following information will be included in the report:

- Narrative Description of the project.
- Vicinity Sketch.
- Summary of changes in project since Concept Report approval.
- Summary of public hearing testimony, proposed resolutions of identified concerns, and any changes made in design that were based on the hearing.
- Design Study Report Checklist.
- Significant items that effect the project.
- All testimony received from the Public Meeting and any changes to the design resulting from the testimony.

Task 4 - FINAL DESIGN

4.1. Preliminary Design Revisions:

The Design Study Report approval marks the end of the Consultant's Preliminary Design phase and the beginning of the Final Design task. The first task associated with the Final Design phase will be to address each review comment provided by the City and LHTAC. As comments are addressed, the Consultant will record, in table format, all changes. Upon submittal of the Final Design plans, the Consultant will provide LHTAC the summary of how each Preliminary Design review comment was addressed. If discrepancies arise, the Consultant will coordinate with LHTAC to resolve.

4.2. Roadway Group:

Upon completion of addressing the design review comments, the Consultant will begin finalizing each of the following roadway design tasks developed during the Preliminary Design phase:

4.2.1. Typical Section Design:

Finalize typical sections for each street in accordance with the final lane layout, drainage swale configuration, final Right of Way determination, roadway material types and thicknesses, taper and transition lengths, and station extents.

4.2.2. Alignment Design:

Established and approved during the Preliminary Design phase, the horizontal and vertical alignments should have no major changes. The Consultant will provide any slight modifications that might be required.

4.2.3. Cut & Fill Limits (Catch Lines):

Cut and fill limits will be revised based on any modifications to the typical sections or horizontal and vertical alignments. A final display of the catch lines

will assist in the calculation of earthwork quantities. Any catch line changes that affect Right of Way will be addressed.

4.2.4. Driveway Access:

Driveway access will be finalized and possibly adjusted per negotiations with property owners during the Right of Way acquisition process.

4.2.5. Roadway Taper:

A review of the roadway taper design will be conducted to determine accuracy and whether any alignment or other road changes will affect taper configuration.

4.2.6. Mail Delivery:

Based on coordination with the USPS during the Preliminary Design phase, an additional meeting will be held with the USPS to finalize mailbox locations and types. Plans for providing mail delivery during construction will be developed with the USPS.

4.3. Drainage Group:

Upon completion of addressing the preliminary design review comments, the Consultant will begin finalizing each of the following drainage design tasks developed during the Preliminary Design phase:

4.3.1. Stormwater Design:

Final stormwater calculations will be conducted to verify amount of treatment facilities provided are adequate for the design storm. Also, intersection grading will be conducted to ensure curb radii and overall intersection layout will allow for adequate drainage. Separate intersection grading plans will be developed that depict curb radii profiles and drainage paths.

4.3.2. Erosion & Sediment Controls:

The Consultant will verify where possible stormwater drainage discharges might occur during the construction phase and finalize the Erosion and Sediment Control measures developed during Preliminary Design.

4.4. Traffic Group:

Upon completion of addressing the design review comments, the Consultant will begin finalizing each of the following traffic design tasks developed during the Preliminary Design phase:

4.4.1. Construction Traffic Control & Phasing:

Based on the scope of construction traffic control developed during the Preliminary Design phase (Section 355.02 of the Roadway Design Manual), the Consultant will develop a final design strategy to control traffic while safely providing access. It is anticipated that construction phasing will only be required at the two intersections. The remainder of Prairie Avenue will be closed to thru traffic during construction. Traffic control measure designed for the project will include:

- 4.4.1.1. Appropriate lane tapers when vehicles are required to shift driving lanes because of construction phasing in accordance with Section 6C.08 and Table 6C-3 of the MUTCD.
- 4.4.1.2. Adequate number and appropriately spaced drums, tubular markers and cones for temporary lane delineation in accordance with Section 6F.58, 6F.59, 6F.60, 6F.62, and Figure 6F.7 of the MUTCD.
- 4.4.1.3. Proper use of Type III Barricades and road/lane closures in accordance with Section 6F.63 and Figure 6F-7 of the MUTCD.
- 4.4.1.4. Proper signing configuration and spacing in accordance with Chapter 6F and 6H of the MUTCD.
- 4.4.1.5. Adequate access for pedestrians where possible in accordance with Section 6D.01 and 6D.02 of the MUTCD.
- 4.4.1.6. Traffic Control will be provided in a way that does not hinder emergency service.
- 4.4.1.7. The Consultant will also identify potential construction storage and staging areas.

4.4.2. Signing & Pavement Marking:

Based on the preliminary pavement marking layout and any modifications to the final design roadway configuration, the Consultant will finalize the Signing and Pavement Marking design in accordance with Section 200.00 of the Traffic Manual, the ITD Sign Chart, ITD Standard Drawings for foundations, posts, signs and hardware, and the MUTCD.

4.4.3. Traffic Signals:

Based on the site survey, overhead and underground utility coordination, foundation placement, foundation design, and mast arm length design initiated during the Preliminary Design phase, the Consultant will provide the following professional services to complete traffic signal Final Design task:

4.4.3.1. Signal Design Standards:

The Consultant will design the traffic signal in accordance with the City of Coeur d'Alene guidelines, Section 300 of the ITD Traffic Manual, Institute of Transportation Engineers (ITE), MUTCD, ITD – Qualified Products List, AASHTO (Green Book), Underwriters Laboratory (UL), National Electrical Manufacturers Association (NEMA), and the National Electrical Cost (NEC).

4.4.3.2. Pedestrian Controls:

Placement of pedestrian controls based on ADA compliant sidewalk facilities and signal heads based on lane layout.

4.4.3.3. Wiring Design:

Wiring diagram showing how each phase and signal head connects into the signal controller. Wiring design will also be completed in accordance with the NEMA and NEC requirements.

4.4.3.4. Contractor Notes:

Supply Contractor Notes with the Special Provisions that defines:

4.4.3.4.1. Entity responsible for signal maintenance in accordance with Section 307.03 of the Traffic Manual.

4.4.3.4.2. Entity responsible for power hook-up costs to Avista in accordance with Section 307.03 of the Traffic Manual.

4.4.3.5. Material Quantities:

Produce Material Quantity sheets using ITD's Qualified Products List (QPL) for all signal materials.

4.4.3.6. Conduit and Phasing Design:

Produce the Conduit and Phasing Diagram that shows junction box locations, conduit location and size, number and size of wires, and the timing plan/signal phasing details in accordance with Section 304.06 and 306.00 of the Traffic Manual.

4.4.3.7. Vehicle Detection Design:

Design of vehicle detection system. Like the previous signal designed at Hanley and Government Way, this project will implement loop detection technology.

4.4.3.8. Emergency Pre-Emption Design:

Design the Emergency Pre-Emption system. This provides the ability for emergency vehicles to actuate the signals to safely control traffic during an emergency call.

4.4.3.9. Controller Design:

Define signal controller type foundation in accordance with ITD Standard Drawing No. I-7-A and I-7-B.

4.4.3.10. Signal Pole Illumination Design:

Provide design for signal pole mounted illumination per Section 308.01.02 of the Traffic Manual.

4.5. Utilities Group:

In accordance with ITD's Guide for Utility Management (GUM) manual, the Consultant shall complete the following utility coordination effort as part of Final Design:

4.5.1. Utility Data Review:

The Consultant shall review the utility information provided from each utility company initiated during the Preliminary Design phase to determine conflicts, review property and easement information, and verify if relocation costs will be at project or company expense and reasonable (Section 425.00 GUM manual).

4.5.2. Utility Plan Submittal:

Develop Utility Plan in accordance with Section 425.00 of the GUM manual. Utility Plans will include:

- Utilities to be relocated, adjusted, removed, or retained including the identification of the utility.
- Indicate at whose expense the utility will be relocated, adjusted, or removed.
- Include the appropriate Section 105.07 insert into the Special Provisions.
- Develop both black & white and color plans. Color plans will be coded with multiple colors to differentiate each utility and clearly identify what is existing, proposed, relocated, adjusted, or removed.
- Submit the following documents to LHTAC for forwarding on to the Utility/Railroad Group at ITD-Headquarters for review and production of Utility Agreements/Waivers:
 - Letter of Transmittal
 - Color and Black & White Plans including Title Sheet and Typical Sections
 - Any Proposal information concerning utilities or utility work.
 - Copies of the utility cost estimates of all property information used to substantiate reimbursement costs.

4.5.3. Utility Coordination During Relocation:

Coordinate with utility companies during their design and construction phase with schedule, facility locations, and field modifications. In addition to providing staking for pole locations and as-built verification, Consultant shall provide the City with periodic updates during the utility relocations.

4.6. Construction Schedule:

The Consultant will prepare an anticipated Critical Path project construction schedule with the Final Design submittal. This construction schedule will assist in determining the appropriate number of working days allowed for the project. The schedule will be completed using Microsoft Project and show all major aspects of construction and construction phasing.

4.7. Cost Estimate:

Near the end of Final Design, the Consultant will assign bid item numbers for all applicable items or work to be performed by the Contractor. Quantities will be calculated for each bid item. With the bid items and associated quantities, the Consultant will produce a detailed cost estimate using ITD's Estimator program. Bid item unit prices will be gathered from ITD's Average Unit Price List and the Consultant's database of recent construction project in the North Idaho area.

4.8. Special Provisions:

The Consultant will prepare Special Provisions for the project in accordance with Section 455.00 and 465.00 of the Roadway Design Manual. Special provisions will include:

- Notifications where the Standard Specifications for Highway Construction are being modified. Some specification modifications are standard and must be included while others are project specific.
- Identification of non-standard bid items for the project and how they are measured, constructed, and paid for.
- Identification of known utilities and associated utility work within the project.
- Number of working days and associated liquidated damages.
- Identification of No-Bid items of work.
- Contractor Notes that provide any opportunity to communicate a variety of information important for the Contractor to know. Also provide the notes from the Phase 5 Materials report.
- A potential requirement of Disadvantaged Business Enterprises. ITD will provide the required percentage to be used on the project.

4.9. Final Design Sheet Count:

The following sheets will be prepared and submitted as part of the preliminary design submittal to LHTAC for review.

- 4.9.1. 1 Title Sheet
- 4.9.2. 2 Standard Drawing Index
- 4.9.3. 4 Total Ownership Maps
- 4.9.4. 1 Project Clearance Summary
- 4.9.5. 3 Typical Section Sheets
- 4.9.6. 3 Roadway Summary Sheets
- 4.9.7. 1 Pipe Culvert Summary
- 4.9.8. 14 Plan & Profile Sheets
- 4.9.9. 2 Intersection Grading Sheets
- 4.9.10. 3 Roadway Detail Sheets
- 4.9.11. 8 Sediment & Erosion Control
- 4.9.12. 2 Signal Materials List (Canfield Ave)
- 4.9.13. 8 Traffic Signal Plans (Canfield Ave)
- 4.9.14. 8 Signing & Pavement Markings
- 4.9.15. 3 Traffic Control Plans
- 4.9.16. 1 Const. Traffic Control Sign Summary
- 4.9.17. 1 Sign Fabrication Detail
- 4.9.18. 7 Utility Plans
- 4.9.19. 8 Right of Way Plans

4.10. Quality Control & Revisions:

The compiled Final Design will be reviewed in-house. This review will be performed with the Consultant's senior staff, as determined appropriate by the Consultant. A record of who reviewed the submittal will be indicated on the submittal letter. Any necessary modifications to the Final Design package will be made based on the Consultant's in-house review of the design package.

4.11. Final Design Submittal:

In consult with the Final Design Checklist in Section 475.00 of the Roadway Design Manual, submit five copies of the Final Design package to LHTAC and the City for review. It is assumed that the City and LHTAC review times will take three weeks. Included within the submittal package will be:

- Construction Plans
- Special Provisions
- Cost Estimate (Estimator)

4.12. Final Design Review:

The Consultant will attend the Final Design Review to gather LHTAC's and the City's design review comments. The Consultant will review comments received during the review. The Consultant will inform the City of the meeting. It is assumed Agreement Administrator will invite all other necessary attendees.

4.13. Property Owner Meetings:

The Consultant will accompany the acquisition subconsultant to one two-hour meeting with each property owner to provide project specific information and identify previously undiscovered items such as underground sprinkler systems, drain fields, underground wiring, etc. that might lie within the proposed Right of Way area.

Task 5 - PS&E SUBMITTAL

5.1. Final Design Revisions:

The end of the Final Design Review marks the end of the Consultant's Final Design task and the beginning of the PS&E task. The first task associated with the PS&E phase will be to address each review comment provided by the City and LHTAC. As comments are addressed, the Consultant will record, in table format, all changes. Upon submittal of the PS&E package, the Consultant will provide LHTAC the summary of how each Final Design review comment was addressed. If discrepancies arise, the Consultant will coordinate with LHTAC to resolve.

5.2. Quality Control & Revisions:

Upon completion of the Final Design review revisions, the Consultant will conduct a final review of the plans, special provisions, construction cost estimate, and schedule, performed by senior Consultant staff, as determined appropriate by the Consultant. A record of who reviewed the submittal will be indicated on the submittal letter. The Consultant will also utilize Figure 9-1 of the Roadway Design Manual in the final compilation of the plans. Once any revisions are completed the Consultant will endorse (stamp, date, and sign) the construction plans in accordance with Section 910.01 of Roadway Design Manual and Idaho State Law

5.3. PS&E Submittal:

Utilizing Figure 9-2 of the Roadway Design Manual, the Consultant shall submit the PS&E package to LHTAC and the City for review and preparation for bid advertisement. Included within the submittal will be:

- Plan Sheet Checklist (Figure 9-1)
- PS&E Submittal Checklist (Figure 9-2)
- PS&E Information Sheet
- PES Spreadsheet (provided by LHTAC)
- Final sealed, stamped, and dated plans (11"x17")
- Special Provisions
- Construction Estimate using Estimator
- Construction Schedule

5.4. Resident Engineer's File:

In conjunction with the PS&E submittal, the Consultant shall submit a Resident Engineers File to provide the information provided in Section 920.04 of the Roadway Design Guide. The information will be utilized by ITD as needed during bidding and construction phases of the project.

5.5. Assistance During Bidding:

As is typical with most federally funded projects, questions typically arise during the bid phase of the project that are most appropriately answered by the design engineer. Therefore, the Consultant will be available for project questions and clarification during the bid phase of the project.

Task 6 - SURVEY

6.1. Assumptions:

- Right of entry agreements for private properties to facilitate topographic and right of way surveys will be prepared and sent to applicable property owners by the City of Coeur d'Alene.
- The anticipated length of topographic survey is approximately 7200 linear feet long and will consist of a 150-foot wide corridor along Government Way and a 150-foot corridor west of the Wilbur Avenue intersection to US 95. Topographic information will be obtained an additional 100 feet in each direction at the Government Way/Prairie intersection and an additional 50 feet at all other intersections.
- Title reports will be purchased by the City of Coeur d'Alene.
- Monuments to define the existing right-of-way will be located within the project limits.
- The Consultant will determine existing right-of-way during the course of research, field survey and mapping.
- Private property lines within the project vicinity will be determined from record documents and field surveys.

6.2. Survey Control: Project control points will be established through a GPS network utilizing Static GPS surveying methods. The project control will be tied to a minimum of two National Geodetic Survey (NGS) monuments of 2nd order level of accuracy or equivalent. The project coordinate system will be in Idaho State Plane Coordinates. We anticipate this project to be completed using the horizontal coordinate system of NAD83 (2007) adjustment and the vertical datum will be City of CDA Datum. Consultant will set primary and secondary horizontal and vertical control as deemed necessary by Consultant to facilitate topographic survey, right-of-way survey and the future construction staking. Primary control points will consist of 5/8" rebar with 2-1/2" aluminum cap set in concrete marked "Control" while secondary control points will be a 5/8" rebar with plastic cap marked "Control".

6.3. Existing Field Monument Search: Locate monumentation of record or visible within and adjacent to the project corridor. Monument research will consist of a comprehensive field search based on the office research within task 6.10. Section and quarter corner monuments will be searched for within the project corridor and ½ mile in each direction. It is anticipated that up to 110 monuments could be searched for. All found monuments will be depicted on the right of way and total ownership map drawings.

6.4. Topographic Survey: Perform topographic survey along the Government Way corridor between Hanley Avenue and Prairie Avenue. The topographic corridor will be 150' in width and will include the face of each building. Topographic information will be obtained at each intersection as previously defined above. We will also perform a topographic survey approximately 150 wide, west from the intersection of Government Way and Wilbur Avenue to the Easterly right of way of US 95. The survey will locate visible features including roadway pavement (edges and crown), striping, curbs, sidewalks, retaining walls, significant grade breaks, drainage structures, sewer structures, water distribution structures, utility poles, trees, significant vegetation, railings, fences, signs, building fronts, stairways, and other elements pertinent to the design of the project improvements. Limited topographic information will be obtained within the US 95 right of way adjacent to our survey. Consultant will also request utility locates, maps and electronic files from local One-call service or the utility agency.

6.5. Supplemental Survey: Complete twenty (20) hours of supplemental topographic survey and associated office support work during the course of the project design. The purpose of the supplemental topographic survey is to collect data in locations not anticipated at the time of the initial survey.

6.6. Data Reduction: The control and topographic survey information will be processed utilizing the appropriate office software. All survey data will undergo a strict quality control review, including but not limited to, instrument heights, rod heights, backsight orientation, field codes and field notes. Topographic survey information will be reviewed for code consistency and proper automated line work coding. The control survey data will be adjusted through a combination of GPS network control adjustments and least squares adjustments

6.7. Base Mapping: Prepare electronic base maps in AutoCAD in English units using field survey data above and existing record drawings provided by the City and utility companies. The base map will show planimetric features including all of the information obtained during the topographic survey. A digital terrain model (DTM) will be created from the topographic survey data. The DTM will use a combination of field-coded breaklines in conjunction with expert office staff to create the DTM model. As part of the DTM creation process we will analyze the 3D lines and point data to ensure the DTM is an accurate representation of the existing ground conditions. Contours will then be generated from the DTM and shown on the map. All data will be reviewed for conformance to ITD standard drawings for symbols and line work. A field visit will also be conducted to compare the base map to the field conditions. The DTM will be used as the basis of the project design data

6.8. Coordination & Management: Coordination and management involves the administrative task of a general nature such as directing the office and field staff, daily communications, etc... Once all deliverables are completed, a survey project closeout will be performed. A professional land surveyor (PLS) will review all documents for quality control prior to submittal.

6.9. Quality Assurance and Quality Control: A thorough and complete review of all field and office data will be completed to ensure compliance with in-house requirements in addition to the project requirement. Documentation of who conducted reviews will be provided.

6.10. Records Research: Conduct office research of plats, records of surveys, corner perpetuation and filings and unrecorded survey. Section and ¼ corner records will be researched up to ½ mile from the project limits:

6.11. Existing R/W: Based on a combination of the monuments, the research obtained during the records research and the title reports, which will be obtained through the right of way mapping portion of the scope, the existing right of way and property lines will be shown on the plans. All monuments will be identified and shown on the plans. Corners of record that were searched for but not found will also be identified.

6.12. Total Ownership Map: The Consultant will prepare Total Ownership map in conformance with the ITD Roadway design manual and ITD-0131, Plans Essential Requirements Checklist. Current ownership and parcel number will be obtained from the Title reports while the total assessed acreage will be obtained from the county assessor.

6.13. Right of Way Mapping: The Consultant will prepare Right of Way plans map in conformance with Section 415.10 of the ITD Roadway design manual and ITD-0131, Plans Essential Requirements Checklist.

6.14. Legal Descriptions: It is assumed the project will require acquisition on approximately 52 parcels. The Consultant will prepare detailed legal descriptions in conformance with ITD-0130, Legal Description Essential Requirements Checklist

6.15. Right of Way Submittal: Submit Right of Way plans, title reports, and checklists to LHTAC for review and approval.

6.16. Right of Way Review and Resubmittal: The Consultant will conduct iterations/revisions to update the Right of Way package as required after the original submittal

6.17. Preliminary Right of Way Staking: The Consultant will provide preliminary right of way staking for test pit/bore locations. We will also provide preliminary ROW staking for appraisal and negotiation purposes. The proposed right of way will be staked and marked by a hub and lath, or a paint mark if the corner position falls in a hard surface. No permanent monumentation will be set at this time. The left and right side of the project will be staked individually and will be staked once.

6.18. Property Owner Exhibits: The Consultant will produce parcel exhibits specific to each property that requires Right of Way. The exhibits will be provided to the property owners to assist in acquisition negotiations.

6.19. Utility Line/Pole Staking and Asbuilt Survey: The consultant will provide one time staking for the relocation or installation of new utility poles, lines and other miscellaneous appurtenances. This work is typically completed prior to the actual construction project and as a result needs appropriate staking to ensure the utilities are built per plan. We will also asbuilt the new utility poles and appurtenances to ensure they were built per the plan.

6.20. Monumentation: Monument the newly acquired Right of Way (ROW) at horizontal angle points and at places where the new ROW intersects existing ROW. Additionally, if an existing monument of record is found at the existing ROW a new monument will be set where the property line intersects the new ROW. Set monuments will be 5/8-inch rebar with plastic survey cap or suitable alternative in accordance with Idaho Statute 54-1227. Monuments will be set after ROW is acquired in accordance with Section 415.00 of the Roadway Design Manual and will be set prior to construction.

6.21. Record of Survey: Consultant will prepare and file a record of survey showing all of the required elements such as found monuments, section corners, basis of bearing and the new right of way monuments.

Task 7 - MATERIALS

Terracon will serve as subconsultant for all geotechnical exploration and design work. See attached scope of work and blank man-hour estimate. To assist the subconsultant in their work, the Consultant will provide the following services:

- 7.1. Soil Profile Mapping:**
Produce Soil Profile mapping for Terracon's use in analysis and inclusion in the Abbreviated Phase II Report.
- 7.2. Vicinity Map:**
Provide Terracon a vicinity map for use in required Materials Reports.
- 7.3. Report Review:**
Review all Terracon reports prior to submitting to LHTAC.

Task 8 - ENVIRONMENTAL/CULTURAL RESOURCES

Bionomics will be used as a subconsultant for environmental, historical, and cultural resources work related to the project. See attached scope of work and blank man-hour estimate. To assist the subconsultant in their work, the Consultant will provide the following services:

- 8.1. Provide Existing and Report Mapping:**
Provide available mapping and topographic survey information. Also provide a vicinity map, provide a base map for internal use, review report, and submit the

reports to LHTAC. The Consultant has also notified Bionomics of a known property on the National Historic Register.

8.2. Property Owner Information:

Provide available property owner contact information to Bionomics for use in Cultural Resources work.

8.3. Cost Estimates:

Provide necessary construction estimating services in association Bionomics' Noise Study.

8.4. Report Review:

Review all Bionomics reports prior to submitting to LHTAC.

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 8063

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Coeur d'Alene, whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter called the "Sponsor," and Welch Comer & Associates, Inc., whose address is 350 E. Kathleen Ave., Coeur d'Alene, ID 83815, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: SMA-7155 N GOVERNMENT WAY; HANLEY AVE TO PRAIRIE AVE
PROJECT NO: A012(308)
KEY NO: 12308

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:
Bionomics Environmental, Inc.
TERRACON

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Dan Counce, LHTAC, 3330 Grace Street, Boise, ID 83703; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements
 - b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

2. Aerial photography negatives and other items as identified in Section J, Paragraph 9 of the Consultant Agreement Specifications shall be sent to Greg Mead, Idaho Transportation Department, P.O. Box 7129, Boise, ID 83707.
3. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **03/15/2014**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Cost Plus Fixed Fee - Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the lesser of the actual cost plus the fixed fee or Not-To-Exceed amount of the Agreement.
- B. Compensation Amount
 1. Not-To-Exceed Amount: **\$466,000.00**
 2. Additional Services Amount: **\$0.00**
 3. Total Agreement Amount: **\$466,000.00**

- C. Fixed Fee Amount: **\$39,218.00** (This is included in the Total Agreement Amount.)

- D. Approved Overhead Rates for Prime Consultant and Subconsultants

Welch Comer & Associates, Inc.	138.72%
Bionomics Environmental, Inc.	137.91%
TERRACON	190.00%

- E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated.

In no case will rates be adjusted more than once per agreement year.

- F. Professional Services Authorization and Invoice Summary (PSA) No. 1 is issued in the amount of **\$95,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive PSAs.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

WELCH COMER & ASSOCIATES, INC.
Consultant

CITY OF COEUR D'ALENE
Sponsor

By: 

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:
Lawrence G. Allen
Deputy Attorney General
June 9, 2011

IDAHO TRANSPORTATION DEPARTMENT

By: _____
Highways Program Oversight Engineer

REQUEST FOR DESTRUCTION OF RECORDS
MUNICIPAL SERVICES DEPARTMENT

Date of request: 05/01/2012

Description of Records:

FBI background check applications greater than two years old.

CITY COUNCIL
STAFF REPORT

DATE: May 1, 2012
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Woodland Corner, Final Plat and Subdivision Improvement Agreement Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential subdivision.

HISTORY

- a. Applicant: Coeur d'Alene School District #271
311 N. 10th Street
Coeur d'Alene, ID 83814
- b. Location: Ste. Michelle Street, directly east of Nursery Road
- c. Previous Action: Preliminary approval by CdA Planning Commission, February 2012.

FINANCIAL ANALYSIS

Sidewalk installation along the Ste. Michelle frontage was required with this subdivision, and, that is being installed at a later date when the facility on Lot 1 is constructed. The required agreement and funds guaranteeing the installation have been put in place, thus allowing the final plat to be approved and recorded at this time.

PERFORMANCE ANALYSIS

The construction of the sidewalk will take place as the site develops, with a date of installation no later than October 15, 2012. If the improvement has not been installed by that time, the City will utilize the installed funds and contract separately to have the work completed.

DECISION POINT RECOMMENDATION

Approve the final plat document and subdivision agreement.

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of May, 2012, between Ron Glauser, whose address is 5734 E. Shoreline Drive, Post Falls, ID, 83854, hereinafter referred to as the "Developer," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID, 83814, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the plat of Woodland Corner, a residential subdivision in Coeur d'Alene consisting of two (2) buildable lots, situated in the south half of Section 34, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvement: installation of approximately 600 lineal feet of concrete sidewalk along the Ste. Michelle street frontage of Lot 1, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before, the 15th day of October, 2012. Said improvements are noted on the cost submittal prepared by D. Scott Blattner Concrete Construction, dated April 13, 2012, on file in the City Engineer's office and incorporated herein as Exhibit "A".

The Developer, prior to recording the plat, shall deliver to the City, cash security in the amount of Five Thousand Nine Hundred Ninety Eight and No/100 Dollars (\$5,998.00), which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any and all costs that exceed the posted security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

DEVELOPER



Ron Glauser

ATTEST:

Susan K. Weathers, City Clerk

Sent: Friday, April 13, 2012 5:08 PM
Subject: Sidewalk Estimate

D. SCOTT BLATTNER

CONCRETE CONSTRUCTION

Coeur D'Alene, Idaho
Phone (208) 771-0594
RCT-7698

Attn: Ron
Re: Renaissance Assisted Living Center
St. Michelle Drive, Coeur D'Alene, ID

The estimated price to place and finish approximately 600 lf of brushed finish sidewalk 5' wide will be \$5,998.00. This includes material and labor.

Thanks,
Scott

COUNCIL STAFF REPORT

DATE: May 1, 2012
FROM: James Remitz, Utility Project Manager
SUBJECT: Bid Award of the 2012 Open Trench Project.

=====

DECISION POINT:

The City Council may wish to accept and award a contract to the low, responsive bidder for the construction of the City of Coeur d'Alene Wastewater 2012 Open Trench Project from bids that were opened April 19, 2012 at 2:00 PM. A tabulation of the bid results is attached.

HISTORY:

This project was advertised in the Coeur d'Alene Press on April 3, 2012 and April 10, 2012 soliciting sealed bids for the 2012 Open Trench Project. The project will replace and/or install approximately 2,020 LF of 8 inch sanitary sewer piping and includes minor storm sewer piping replacement, asphalt surface repair and other ancillary work. The bidding documents requested a **Base Bid** for the work within Foster Ave. (between 6th and 9th), Nora St. (between Walnut and Lacrosse) and Birch Ave. (between 10th and 11th) and **Additive Alternate No. 1** for the work within "D" Street (north of Virginia Ave.). Construction of the project is expected to start in mid-May and will have a 75 day contract time.

FINANCIAL ANALYSIS:

The low bid price for the Base Bid and Additive Alternate No. 1 submitted by MDM Construction, Inc. is within the funding budgeted for the project in the approved 2011-2012 Wastewater Utility Budget (Account # 031-022-4352-7901).

PERFORMANCE ANALYSIS:

The Wastewater Department, through J-U-B Engineers, has reviewed the low bid submitted by MDM Construction, Inc. and found it to be in conformance with the bidding requirements. (See attachment) MDM Construction, Inc. has satisfactorily performed similar projects for the City of Coeur D'Alene.

RECOMMENDATION:

Award the 2012 Open Trench Project contract to MDM Construction, Inc. for the submitted total (Base Bid and Additive Alternate No.1) **bid price of \$282,669.82.**



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

April 25, 2012

Mr. Jim Remitz
City of Coeur d'Alene
Wastewater Utility
710 Mullan Avenue
Coeur d'Alene, ID 83814

RE: 2012 WASTEWATER PROJECTS - OPEN TRENCH BID REVIEW

Dear Jim:

On April 19, 2012, six bids for the above-referenced project were opened by the City of Coeur d'Alene and are summarized below. As listed in the **enclosed** bid summary, all bids appeared responsive with the exception of the fourth lowest which had minor errors or omissions.

BIDDER	Base Bid	Additive Alternate No. 1	Total Base Bid and Additive Alternate No. 1
MDM Construction, Inc.	\$230,454.20	\$52,215.62	\$282,669.82
Buddy's Backhoe Service	\$248,512.25	\$47,281.35	\$295,793.60
S&L Underground, Inc.	\$236,724.50	\$82,974.00	\$319,698.50
Earthworks Northwest	\$287,778.00	\$65,489.00	\$353,267.00
Granite Excavation	\$265,886.00	\$91,182.00	\$357,068.00
Big Sky Development	\$303,766.95	\$75,021.80	\$378,788.75
Engineer's Opinion of Probable Cost	\$304,560.00	\$88,814.00	\$393,400.00

The apparent low and responsive Base Bid was submitted by MDM Construction, Inc. with a total price of \$230,454.02. MDM also submitted the lowest responsive Base Bid plus Additive Alternate No. 1 price of \$282,669.82. A copy of their bid is **enclosed** for reference.

Per instructions to Bidders Article 20.1, the City may award to the lowest Base Bid or the lowest Base Bid plus Additive Alternate No. 1. From previous discussions with you, we understand you intend to award the Base Bid plus Additive Alternate No. 1. The **enclosed** award documents are prepared accordingly for your use if you choose to award the project to MDM.

Please feel free to contact me if you have any questions.

Sincerely,
J-U-B ENGINEERS, Inc.



Levi T. Shoolroy, P.E.
Project Manager

Enclosures

CITY OF COEUR D'ALENE WASTEWATER UTILITY - 2012 OPEN TRENCH PROJECT
 BID OPENING - CITY OF COEUR D'ALENE - 2:00 P.M. - APRIL 19, 2012

BID ABSTRACT

BIDDER NAME: MDM Construction, Inc. Buddy's Backhoe Service S&L Underground, Inc.
 ADDRESS: P.O. Box 2006 21002 N. Rimrock Road P.O. Box 1952
 Hayden, ID 83835 Hayden Lake, ID 83835 Bonners Ferry, ID 83805

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Foster Avenue Between 6th Street and 9th Street									
201.4.1.D.1	Removal of Existing Asphalt	1,750	SY	\$3.52	\$6,160.00	\$2.50	\$4,375.00	\$3.50	\$6,125.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	200	SY	\$20.92	\$4,184.00	\$10.00	\$2,000.00	\$6.00	\$1,200.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2")	1,750	SY	\$25.73	\$45,027.50	\$15.35	\$26,862.50	\$16.00	\$28,000.00
405.4.1.A.1	Non-Potable Main Line Separation	2	EA	\$681.20	\$1,362.40	\$1,750.00	\$3,500.00	\$1,200.00	\$2,400.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	1,068	LF	\$44.69	\$47,728.92	\$60.00	\$64,080.00	\$38.00	\$40,584.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Diameter	4	EA	\$1,819.12	\$7,276.48	\$2,500.00	\$10,000.00	\$4,000.00	\$16,000.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	5	EA	\$263.50	\$1,317.50	\$500.00	\$2,500.00	\$500.00	\$2,500.00
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	20	EA	\$90.21	\$1,804.20	\$700.00	\$14,000.00	\$600.00	\$12,000.00
601.4.1.A.1	Storm Drain Pipe - Size 12" PVC ASTM 3034	25	LF	\$67.27	\$1,681.75	\$100.00	\$2,500.00	\$50.00	\$1,250.00
602.4.1.A.1	Storm Drain Manhole - Size 48"	1	EA	\$1,562.84	\$1,562.84	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00
706.4.1.F.1	Concrete Driveway Approach	16	SY	\$97.65	\$1,562.40	\$50.00	\$800.00	\$65.00	\$1,040.00
2010.4.1.A.1	Mobilization	1	LS	\$9,950.02	\$9,950.02	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$8,689.87	\$8,689.87	\$1,500.00	\$1,500.00	\$8,000.00	\$8,000.00

Nora Street Between Walnut Avenue and Lacrosse Avenue									
201.4.1.D.1	Removal of Existing Asphalt	875	SY	\$6.12	\$5,355.00	\$4.50	\$3,937.50	\$4.50	\$3,937.50
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	50	SY	\$83.68	\$4,184.00	\$20.00	\$1,000.00	\$6.00	\$300.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2")	875	SY	\$28.33	\$24,788.75	\$15.35	\$13,431.25	\$16.00	\$14,000.00
401.4.1.A.1	Water Main Pipe - Size 6" - Type PVC C-900	10	LF	\$81.93	\$819.30	\$150.00	\$1,500.00	\$65.00	\$650.00
405.4.1.A.1	Non-Potable Main Line Separation	1	EA	\$682.03	\$682.03	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM D2241 Class 160	522	LF	\$38.98	\$20,347.56	\$58.00	\$30,276.00	\$38.00	\$19,836.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Diameter	2	EA	\$1,850.81	\$3,701.62	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	2	EA	\$377.90	\$755.80	\$500.00	\$1,000.00	\$500.00	\$1,000.00
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	19	EA	\$79.40	\$1,508.60	\$700.00	\$13,300.00	\$600.00	\$11,400.00
601.4.1.A.1	Storm Drain Pipe - Size 6" PVC ASTM 3034	20	LF	\$19.84	\$396.80	\$20.00	\$400.00	\$40.00	\$800.00
601.4.1.A.1	Storm Drain Pipe - Size 8" PVC ASTM 3034	10	LF	\$22.13	\$221.30	\$20.00	\$200.00	\$55.00	\$550.00
601.4.1.A.1	Storm Drain Pipe - Size 12" PVC ASTM 3034	10	LF	\$40.44	\$404.40	\$20.00	\$200.00	\$65.00	\$650.00
2010.4.1.A.1	Mobilization	1	LS	\$3,733.67	\$3,733.67	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$4,469.07	\$4,469.07	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00

Birch Avenue and 11th Street									
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	247	SY	\$14.95	\$3,692.65	\$10.00	\$2,470.00	\$6.00	\$1,482.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	156	LF	\$63.36	\$9,884.16	\$55.00	\$8,580.00	\$55.00	\$8,580.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Diameter	2	EA	\$1,595.91	\$3,191.82	\$2,500.00	\$5,000.00	\$4,500.00	\$9,000.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	1	EA	\$377.90	\$377.90	\$500.00	\$500.00	\$500.00	\$500.00
504.4.1.A.1	Sewer Service Line - Size 4"	6	LF	\$103.35	\$620.10	\$100.00	\$600.00	\$40.00	\$240.00
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	3	EA	\$31.16	\$94.98	\$700.00	\$2,100.00	\$600.00	\$1,800.00
2010.4.1.A.1	Mobilization	1	LS	\$2,836.79	\$2,836.79	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$165.52	\$165.52	\$400.00	\$400.00	\$2,500.00	\$2,500.00
TOTAL BASE BID					\$230,454.20		\$248,512.25		\$236,724.50

Additive Alternate No. 1 - D Street									
201.4.1.D.1	Removal of Existing Asphalt	961	SY	\$3.48	\$3,344.28	\$4.00	\$3,844.00	\$4.00	\$3,844.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2")	961	SY	\$21.04	\$20,219.44	\$15.35	\$14,751.35	\$16.00	\$15,376.00
401.4.1.A.2	Water Main Pipe - Size 6" - Type PVC C-900 - pipe furnished by Owner	295	LF	\$8.55	\$2,522.25	\$15.00	\$4,425.00	\$25.00	\$7,375.00
403.4.1.A.1	Hydrant - Size 6" - hydrant furnished by Owner	1	EA	\$2,546.77	\$2,546.77	\$800.00	\$800.00	\$2,400.00	\$2,400.00
404.4.1.A.1	Water Service Connection, Size 1" - service/ meter furnished by	4	EA	\$386.81	\$1,547.24	\$400.00	\$1,600.00	\$1,200.00	\$4,800.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	273	LF	\$26.49	\$7,231.77	\$25.00	\$6,825.00	\$38.00	\$10,374.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Diameter	1	EA	\$1,065.53	\$1,065.53	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00
504.4.1.A.1	Sewer Service Line - Size 4"	66	LF	\$21.45	\$1,415.70	\$20.00	\$1,320.00	\$40.00	\$2,640.00
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	4	EA	\$57.58	\$230.32	\$500.00	\$2,000.00	\$600.00	\$2,400.00
601.4.1.A.1	Storm Drain Pipe - Size 8" PVC ASTM 3034	287	LF	\$18.38	\$5,275.06	\$18.00	\$5,166.00	\$45.00	\$12,915.00
601.4.1.A.1	Storm Drain Pipe - Size 8" PVC ASTM D2241 Class 160	30	LF	\$19.93	\$597.90	\$40.00	\$1,200.00	\$55.00	\$1,650.00
602.4.1.F.1	Catch Basin - Type 1	1	EA	\$1,023.25	\$1,023.25	\$950.00	\$950.00	\$2,200.00	\$2,200.00
2010.4.1.A.1	Mobilization	1	LS	\$4,480.33	\$4,480.33	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$715.78	\$715.78	\$400.00	\$400.00	\$5,000.00	\$5,000.00
TOTAL - ADDITIVE ALTERNATE 1					\$52,215.62		\$47,281.35		\$82,974.00
TOTAL BASE BID PLUS ADDITIVE ALT #1					\$282,669.82		\$295,793.60		\$319,698.50

Public Works License Number	16328-U-1-2-3	12127-A-1-2	14825-AAA-1-2-3
Addendum #1 Included	yes	yes	yes
Bid Proposal	yes	yes	yes
Non-Collusion Affidavit	yes	yes	yes
Employment of Subcontractors	yes - none listed	yes - none listed	yes - none listed
Bid Bond	yes	yes	yes
Affidavit of Payment & Securement of all Taxes	yes	yes	yes
Highlighted Cell Indicates Bid Errors			

CITY OF COEUR D'ALENE WASTEWATER UTILITY - 2012 OPEN TRENCH PROJECT
 BID OPENING - CITY OF COEUR D'ALENE - 2:00 P.M. - APRIL 19, 2012

BID ABSTRACT

BIDDER NAME: Earthworks Northwest Granite Excavation Big Sky Development
 ADDRESS: P.O. Box 1122 23 Warm Lake Hwy 10063 Navion Dr
 Sandpoint, ID 83864 Cascade, ID 83611 Hayden, ID 83835

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	EARTHWORKS NORTHWEST		GRANITE EXCAVATION		BIG SKY DEVELOPMENT	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Foster Avenue Between 6th Street and 9th Street									
201.4.1.D.1	Removal of Existing Asphalt	1,750	SY	\$5.00	\$8,750.00	\$4.60	\$8,050.00	\$1.05	\$1,837.50
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	200	SY	\$8.75	\$1,750.00	\$6.90	\$1,380.00	\$13.10	\$2,620.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2")	1,750	SY	\$20.10	\$35,175.00	\$20.60	\$36,050.00	\$21.00	\$36,750.00
405.4.1.A.1	Non-Potable Main Line Separation	2	EA	\$1,260.00	\$2,520.00	\$1,500.00	\$3,000.00	\$1,250.00	\$2,500.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	1,068	LF	\$53.60	\$57,244.80	\$54.00	\$57,672.00	\$58.00	\$61,944.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Diameter	4	EA	\$3,060.00	\$12,240.00	\$1,650.00	\$6,600.00	\$2,800.00	\$11,200.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	5	EA	\$450.00	\$2,250.00	\$675.00	\$3,375.00	\$1,963.00	\$9,815.00
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	20	EA	\$335.00	\$6,700.00	\$275.00	\$5,500.00	\$1,100.00	\$22,000.00
601.4.1.A.1	Storm Drain Pipe - Size 12" PVC ASTM 3034	25	LF	\$46.00	\$1,150.00	\$72.00	\$1,800.00	\$75.00	\$1,875.00
602.4.1.A.1	Storm Drain Manhole - Size 48"	1	EA	\$2,455.00	\$2,455.00	\$1,950.00	\$1,950.00	\$2,450.00	\$2,450.00
706.4.1.F.1	Concrete Driveway Approach	16	SY	\$110.00	\$1,760.00	\$106.00	\$1,696.00	\$108.00	\$1,728.00
2010.4.1.A.1	Mobilization	1	LS	\$30,447.75	\$30,447.75	\$25,000.00	\$25,000.00	\$12,500.00	\$12,500.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$3,510.00	\$3,510.00	\$3,240.00	\$3,240.00	\$8,500.00	\$8,500.00
				\$5.00					
Nora Street Between Walnut Avenue and Lacrosse Avenue									
201.4.1.D.1	Removal of Existing Asphalt	875	SY	\$5.00	\$4,375.00	\$4.50	\$3,937.50	\$1.05	\$918.75
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	50	SY	\$8.75	\$437.50	\$10.45	\$522.50	\$13.10	\$655.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2")	875	SY	\$20.10	\$17,587.50	\$21.00	\$18,375.00	\$21.00	\$18,375.00
401.4.1.A.1	Water Main Pipe - Size 6" - Type PVC C-900	10	LF	\$120.00	\$1,200.00	\$82.00	\$820.00	\$60.00	\$600.00
405.4.1.A.1	Non-Potable Main Line Separation	1	EA	\$1,260.00	\$1,260.00	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM D2241 Class 160	522	LF	\$50.20	\$26,204.40	\$55.00	\$28,710.00	\$58.00	\$30,276.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Diameter	2	EA	\$3,060.00	\$6,120.00	\$1,700.00	\$3,400.00	\$2,800.00	\$5,600.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	2	EA	\$450.00	\$900.00	\$550.00	\$1,100.00	\$1,963.00	\$3,926.00
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	19	EA	\$335.00	\$6,365.00	\$204.00	\$3,876.00	\$1,100.00	\$20,900.00
601.4.1.A.1	Storm Drain Pipe - Size 6" PVC ASTM 3034	20	LF	\$42.00	\$840.00	\$53.00	\$1,060.00	\$55.00	\$1,100.00
601.4.1.A.1	Storm Drain Pipe - Size 8" PVC ASTM 3034	10	LF	\$44.00	\$440.00	\$67.00	\$670.00	\$65.00	\$650.00
601.4.1.A.1	Storm Drain Pipe - Size 12" PVC ASTM 3034	10	LF	\$46.00	\$460.00	\$81.00	\$810.00	\$75.00	\$750.00
2010.4.1.A.1	Mobilization	1	LS	\$17,500.00	\$17,500.00	\$15,000.00	\$15,000.00	\$6,250.00	\$6,250.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$2,800.00	\$2,800.00	\$2,700.00	\$2,700.00	\$4,500.00	\$4,500.00
Birch Avenue and 11th Street									
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	247	SY	\$8.75	\$2,161.25	\$19.00	\$4,693.00	\$13.10	\$3,235.70
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	156	LF	\$45.30	\$7,066.80	\$47.00	\$7,332.00	\$58.00	\$9,048.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Diameter	2	EA	\$3,060.00	\$6,120.00	\$1,700.00	\$3,400.00	\$2,800.00	\$5,600.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	1	EA	\$450.00	\$450.00	\$577.00	\$577.00	\$1,963.00	\$1,963.00
504.4.1.A.1	Sewer Service Line - Size 4"	6	LF	\$30.50	\$183.00	\$161.00	\$966.00	\$25.00	\$150.00
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	3	EA	\$335.00	\$1,005.00	\$208.00	\$624.00	\$1,100.00	\$3,300.00
2010.4.1.A.1	Mobilization	1	LS	\$16,500.00	\$16,500.00	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$1,850.00	\$1,850.00	\$800.00	\$800.00	\$3,500.00	\$3,500.00
					\$287,778.00		\$265,886.00		\$303,766.95
Additive Alternate No. 1 - D Street									
201.4.1.D.1	Removal of Existing Asphalt	961	SY	\$5.00	\$4,805.00	\$5.00	\$4,805.00	\$1.05	\$1,009.05
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2")	961	SY	\$20.10	\$19,316.10	\$21.00	\$20,181.00	\$21.00	\$20,181.00
401.4.1.A.2	Water Main Pipe - Size 6" - Type PVC C-900 - pipe furnished by Owner	295	LF	\$12.70	\$3,746.50	\$25.00	\$7,375.00	\$13.85	\$4,085.75
403.4.1.A.1	Hydrant - Size 6" - hydrant furnished by Owner	1	EA	\$720.00	\$720.00	\$1,650.00	\$1,650.00	\$550.00	\$550.00
404.4.1.A.1	Water Service Connection, Size 1" - service/ meter furnished by	4	EA	\$850.00	\$3,400.00	\$1,900.00	\$7,600.00	\$650.00	\$2,600.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	273	LF	\$38.90	\$10,619.70	\$56.00	\$15,288.00	\$58.00	\$15,834.00
502.4.1.A.1	Sanitary Sewer Manhole - 48" Diameter	1	EA	\$3,060.00	\$3,060.00	\$1,700.00	\$1,700.00	\$2,800.00	\$2,800.00
504.4.1.A.1	Sewer Service Line - Size 4"	66	LF	\$30.50	\$2,013.00	\$42.00	\$2,772.00	\$12.00	\$792.00
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	4	EA	\$335.00	\$1,340.00	\$185.00	\$740.00	\$1,100.00	\$4,400.00
601.4.1.A.1	Storm Drain Pipe - Size 8" PVC ASTM 3034	287	LF	\$16.80	\$4,821.60	\$33.00	\$9,471.00	\$30.00	\$8,610.00
601.4.1.A.1	Storm Drain Pipe - Size 8" PVC ASTM D2241 Class 160	30	LF	\$26.80	\$804.00	\$70.00	\$2,100.00	\$32.00	\$960.00
602.4.1.F.1	Catch Basin - Type 1	1	EA	\$850.00	\$850.00	\$1,700.00	\$1,700.00	\$950.00	\$950.00
2010.4.1.A.1	Mobilization	1	LS	\$8,493.10	\$8,493.10	\$15,000.00	\$15,000.00	\$6,750.00	\$6,750.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$5,500.00	\$5,500.00
					\$65,489.00		\$91,182.00		\$75,021.80
					\$353,267.00		\$357,068.00		\$378,788.75
	Public Works License Number				16636-AA-1-2		16558-AAA-2-4		002207-A-4
	Addendum #1 Included				yes		yes		yes
	Bid Proposal				no corp. seal		yes		yes
	Non-Collusion Affidavit				yes		yes		yes
	Employment of Subcontractors				yes - none listed		yes - none listed		yes - none listed
	Bid Bond				no corp. seal		yes		yes
	Affidavit of Payment & Securement of all Taxes				yes		yes		yes
	Highlighted Cell Indicates Bid Errors								

Contract

THIS CONTRACT, made and entered into this 1st day of May, 2012, 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 "CITY", and MDM 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 P.O. Box 2006, Hayden, Idaho, 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the **2012 Open Trench Project (Base Bid and Additive Alternate No. 1)** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene - Wastewater Utility - 2012 Open Trench Project

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 make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor 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 Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates 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 CITY shall indemnify the CONTRACTOR 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 CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of **\$282,669.82**, as provided in the Unit Price Schedule. 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%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Foster Avenue Between 6th Street and 9th Street					
201.4.1.D.1	Removal of Existing Asphalt	1,750	SY	\$3.52	\$6,160.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	200	SY	\$20.92	\$4,184.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2")	1,750	SY	\$25.73	\$45,027.50
405.4.1.A.1	Non-Potable Main Line Separation	2	EA	\$681.20	\$1,362.40
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	1,068	LF	\$44.69	\$47,728.92
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	4	EA	\$1,819.12	\$7,276.48
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	5	EA	\$263.50	\$1,317.50
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	20	EA	\$90.21	\$1,804.20
601.4.1.A.1	Storm Drain Pipe - Size 12" PVC ASTM 3034	25	LF	\$67.27	\$1,681.75
602.4.1.A.1	Storm Drain Manhole - Size 48"	1	EA	\$1,562.84	\$1,562.84
706.4.1.F.1	Concrete Driveway Approach	16	SY	\$97.65	\$1,562.40
2010.4.1.A.1	Mobilization	1	LS	\$9,950.02	\$9,950.02
1103.4.1.A.1	Construction Traffic Control	1	LS	\$8,689.87	\$8,689.87
Nora Street Between Walnut Avenue and Lacrosse Avenue					
201.4.1.D.1	Removal of Existing Asphalt	875	SY	\$6.12	\$5,355.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	50	SY	\$83.68	\$4,184.00
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2")	875	SY	\$28.33	\$24,788.75
401.4.1.A.1	Water Main Pipe - Size 6" - Type PVC C-900	10	LF	\$81.93	\$819.30
405.4.1.A.1	Non-Potable Main Line Separation	1	EA	\$682.03	\$682.03
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM D2241 Class 160	522	LF	\$38.98	\$20,347.56
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	2	EA	\$1,850.81	\$3,701.62
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	2	EA	\$377.90	\$755.80
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	19	EA	\$79.40	\$1,508.60
601.4.1.A.1	Storm Drain Pipe - Size 6" PVC ASTM 3034	20	LF	\$19.84	\$396.80
601.4.1.A.1	Storm Drain Pipe - Size 8" PVC ASTM 3034	10	LF	\$22.13	\$221.30
601.4.1.A.1	Storm Drain Pipe - Size 12" PVC ASTM 3034	10	LF	\$40.44	\$404.40
2010.4.1.A.1	Mobilization	1	LS	\$3,733.67	\$3,733.67
1103.4.1.A.1	Construction Traffic Control	1	LS	\$4,469.07	\$4,469.07
Birch Avenue and 11th Street					
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	247	SY	\$14.95	\$3,692.65
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	156	LF	\$63.36	\$9,884.16
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	2	EA	\$1,595.91	\$3,191.82
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	1	EA	\$377.90	\$377.90
504.4.1.A.1	Sewer Service Line - Size 4"	6	LF	\$103.35	\$620.10
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	3	EA	\$3.16	\$9.48
2010.4.1.A.1	Mobilization	1	LS	\$2,836.79	\$2,836.79
1103.4.1.A.1	Construction Traffic Control	1	LS	\$165.52	\$165.52
TOTAL BASE BID					\$230,454.20
Additive Alternate No. 1 - D Street					
201.4.1.D.1	Removal of Existing Asphalt	961	SY	\$3.48	\$3,344.28
307.4.1.G.1	Type "B" Surface Restoration (Superpave HMA, Class SP-3, 1/2")	961	SY	\$21.04	\$20,219.44
401.4.1.A.2	Water Main Pipe - Size 6" - Type PVC C-900 - <i>pipe furnished by Owner</i>	295	LF	\$8.55	\$2,522.25
403.4.1.A.1	Hydrant - Size 6" - <i>hydrant furnished by Owner</i>	1	EA	\$2,546.77	\$2,546.77
404.4.1.A.1	Water Service Connection, Size 1" - <i>service/ meter furnished by</i>	4	EA	\$386.81	\$1,547.24
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	273	LF	\$26.49	\$7,231.77
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	1	EA	\$1,065.53	\$1,065.53
504.4.1.A.1	Sewer Service Line - Size 4"	66	LF	\$21.45	\$1,415.70
504.4.1.B.1	Sewer Service Connection to Main - Size 4"	4	EA	\$57.58	\$230.32
601.4.1.A.1	Storm Drain Pipe - Size 8" PVC ASTM 3034	287	LF	\$18.38	\$5,275.06
601.4.1.A.1	Storm Drain Pipe - Size 8" PVC ASTM D2241 Class 160	30	LF	\$19.93	\$597.90
602.4.1.F.1	Catch Basin - Type 1	1	EA	\$1,023.25	\$1,023.25
2010.4.1.A.1	Mobilization	1	LS	\$4,480.33	\$4,480.33
1103.4.1.A.1	Construction Traffic Control	1	LS	\$715.78	\$715.78
TOTAL - ADDITIVE ALTERNATE 1					\$52,215.62
TOTAL BASE BID PLUS ADDITIVE ALT #1					\$282,669.82

The CONTRACTOR shall commence with work by **June 4, 2012**. All work shall be complete and ready for final acceptance within **seventy-five (75) calendar days** of the commencement date given in the Notice to Proceed issued by the City.

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 moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

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

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

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY:

CONTRACTOR:

CITY OF COEUR D'ALENE

MDM Construction, Inc.

KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

By: _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of May, 2012, before me, a Notary Public, personally appeared Sandi Bloem and Susan K. Weathers, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of May, 2012, before me, a Notary Public, personally appeared _____, known to me to be the _____, of MDM Construction, Inc., and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

STAFF REPORT

DATE: April 23, 2012
TO: General Services Committee
FROM: Steve Anthony, Recreation Director
SUBJECT: Donation of Great Blue Heron Public Art

Decision Point:

The Arts Commission is recommending that the General Service Committee recommend that the City take possession of the art piece titled “Great Blue Heron”.

The funding for the piece has come from public donations. This partnership included Eva Itskos and the Arts Commission. The Great Blue Heron will be maintained by the City in its collection.

History: Last October, the “Great Blue Heron” art piece was taken from its perch in front of the Olympia Restaurant. The piece was a part of the City’s ArtCurrents Program. In early November, after two stories in the local newspaper, the art piece was returned. At that time I met with Eva Itskos from the Olympia Restaurant. She had asked me what would happen in May when the piece was due to be replaced. I explained that it would be given back to the artist. Eva asked me about the possibility of the city acquiring the piece. I explained that the city does not have funding for the piece, but if she wanted to raise funds, there is the possibility of donating the piece. Councilman Goodlander and I met with Eva and explained the process. The Olympia Restaurant took on the challenge and has raised the funds to purchase the piece.

Financial Analysis: The cost of the “Great Blue Heron” is \$2,000.00. The Olympia Restaurant raised \$2,227.00, which was donated to the city. The remaining \$227.00 will be placed in the Arts Commission maintenance fund. The city will use the donated funds to purchase the art piece.

Performance Analysis: One of the goals of the ArtCurrents program was to have some of the art pieces on display donated to the City. The “Great Blue Heron” is a popular piece and meets all the criteria in our policy.

Decision Point:

That the General Services Committee recommend that the City Council authorize the donation of the “Great Blue Heron” and that it remain in its current location.



February 21, 2012

Steve Anthony
City of Coeur d'Alene
710 E Mullan Avenue
Coeur d'Alene, ID 83814

Mr. Anthony:

Olympia Greek Restaurant has just completed a donation drive to enable the City of Coeur d'Alene to purchase the Great Blue Heron sculpture, part of the ArtCurrents program, that resides at Lakeside and 3rd Street.

We would like to donate the funds collected from the "Great Blue Heron" to the city of Coeur d'Alene's art fund. The "Great Blue Heron" represents a \$2,227.00 contribution from the citizens of Coeur d'Alene.

Artistically speaking, this steel sculpture compliments its current location at Lakeside and 3rd. It integrates public art into the design of public space, its scale blends in well with the surrounding businesses, and it adds to the city's goal of developing a collection of art that is diverse in both theme and media. We hope the Arts Commission would keep the "Great Blue Heron" at its current location after its donation to the city.

Best regards,

A handwritten signature in black ink, appearing to read "Eva Itskos". The signature is stylized and includes a large flourish at the end.

Angelo and Eva Itskos
Olympia Greek Restaurant

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 23, 2012
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Procurement of Turbo Blower Equipment for WWTP Phase 5C.1

=====

DECISION POINTS:

The City Council is requested to approve the specifications for procurement of turbo blower equipment for WWTP Phase 5C.1 and to authorize advertisements for bids.

HISTORY:

The City's 20-year wastewater facility plan update was developed to comply with anticipated new discharge permit requirements for removal of nutrients from the treated wastewater. A three phase construction program is planned over the next eleven years. Phase 5C.1 improvements are planned to provide earliest improvements needed to meet existing ammonia treatment requirements, and to initiate tertiary membrane filtration for phosphorus control. The recently completed low-phosphorus pilot studies revealed a unique way to improve ammonia control, while utilizing new membrane filtration techniques to reduce phosphorus. The City Council authorized HDR Engineering, Inc. to develop the plans and specifications for Phase 5C.1. The design is underway, and HDR recommends use of modern turbo blower technology that is available from several manufacturers that all have significantly different arrangements and dimensions of their equipment. The designer must know the dimensions and other blower details before the design of the Phase 5C.1 building space and piping layout can be completed. HDR developed bid documents and plans and specifications for the prepurchase of four turbo blowers to allow timely completion of the design and timely manufacture of the blowers to allow delivery when needed by the construction contractor. Construction of the building and process facilities is expected to begin in the fall of 2012, and be completed in the summer of 2013.

FINANCIAL ANALYSIS:

Planning level cost estimate for construction of Phase 5C.1	\$8,730,000
Cost estimate for blower equipment included in total above	296,000

Funding: The current FY 2011/12 city financial plan authorizes \$3.4 million expenditure for this 2-year project that is planned to be completed by the end of next fiscal year 2012/13.

DISCUSSION:

Phase 5C.1 is the first phase of three that are planned for providing reliable wastewater treatment according to the proposed discharge permit issued by EPA. HDR Engineering is underway with design of the structures and facilities that will provide improvements for ammonia control that are needed soon, as well as provide the start of tertiary membrane filtration for control of phosphorus to low levels as anticipated in the new permit. Use of turbo blowers is recommended for the most efficient aeration that is needed for enhanced ammonia control and cleaning of the membrane filters.

Prepurchase by the city will allow the most efficient design of the building and piping layout, and will allow availability when needed for installation and start-up.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve the specifications for procurement of turbo blower equipment for WWTP Phase 5C.1 and to authorize advertisements for bids.

des1473

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

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

[Office Use Only] Amt Paid	\$302.08
Rec No	002576
Date	4/23/2012
Date to City Council	05-01-12
Reg No.	
License No.	
By	

Date that you would like to begin alcohol service May 2, 2012

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input checked="" type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$ Beer Wine Pd. 2012

Pro Rate
635.42
333.74 CR

\$302.08

Business Name	TWC Restaurant, Inc. (dba The Wine Cellar)
Business Mailing Address	7600 Mineral Drive #700
City, State, Zip	Coeur d'Alene, ID 83815
Business Physical Address	317 E. Sherman Avenue
City, State, Zip	Coeur d'Alene, ID 83815
Business Contact	Business Telephone :208-772-9592 Fax:208-762-4893
License Applicant	TWC Restaurant, Inc.
If Corporation, partnership, LLC etc. List all members/officers	Thomas J. Power, President Patricia L. Power, Vice President

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

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

[Office Use Only] Amt Pd 266.64
 Rec No 100819
 Date 4/11/12
 Date to City Council: 5/1/2010
 Reg No. _____
 License No. _____
 By _____

Date that you would like to begin alcohol service JULY 15TH, 2012
 Check the **ONE** box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	DCCA HOLDINGS LLC DBA LEPEER CAFE
Business Mailing Address	3855 N, PRAYER DR
City, State, Zip	COEUR D'ALENE, ID 83815
Business Physical Address	1884 W. BELLERIVE LN STE A
City, State, Zip	COEUR D'ALENE, ID 83814
Business Contact	Business Telephone: 208-818-9128 Fax:
License Applicant	DCCA HOLDINGS LLC - DAVID A. KEMP
If Corporation, partnership, LLC etc. List all members/officers	DAVID A. KEMP MAGDALENE C. KEMP

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 4/19/2012
Department Name / Employee Name / Date
Request made by: C. Dahlberg 710 East Mullar Coourd' Alene ID 83814
Name / Address / Phone

The request is for: Repurchase of Lot(s) Pat & Luanne Melior to _____
 Transfer of Lot(s) from _____ to _____
Niche(s): 56-CRE, _____
Lot(s): _____, _____, _____, _____, _____, _____. Block: H Section: Creman
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* City + Owner
*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ Waived) attached**. To correct placement
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie J Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Pat and Luanne Melior
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 200.00 per lot.
RDE 4/17/12
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: Yes / / No. [Signature] 4-18-12
Person making request is authorized to execute the claim: 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. Weathers 4-18-12
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.

STAFF REPORT

DATE: May 1, 2012
TO: Mayor and City Council
FROM: Susan Weathers, City Clerk
RE: Setting of Public Hearing for Establishing Used Merchandise Employee License Fee

The City Council is being requested to set a public hearing for June 5, 2012 for reviewing the establishment of a fee for the licensure of Used Merchandise Dealers employees.

The Legal Notice will be published on May 23rd and 30th which meets the publication requirements for this type of public hearing.

DATE: April 25, 2012
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JUNE 5, 2012

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
SP-7-12	Requested Appeal Applicant: Ruen-Yeager & Associates Location: 1808 Northwest Boulevard as well as 1101 & 1103 W. Davidson Request: An Auto Camp (RV Park) Special Use Permit	Recommended Denial	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **June 5, 2012.**

WILL COME PICK UP IN AM.

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

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

[Office Use Only] Amt Pd 300
Rec No 0602795
Date 4/25/12
Date to City Council: _____
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	Studio 107 LLC
Business Mailing Address	503 E. Sherman Ave.
City, State, Zip	Cda Id 83814
Business Physical Address	503 E. Sherman Ave.
City, State, Zip	Cda Id 83814
Business Contact	Business Telephone : 208 664 1201 Fax:
License Applicant	Patricia Thompson
If Corporation, partnership, LLC etc. List all members/officers	Patricia Thompson

ANNOUNCEMENTS

Memo to Council

DATE: April 24, 2012

RE: Appointments to Boards/Commissions/Committees

The following re-appointment and appointments are presented for your consideration for the May 1st Council Meeting:

JIM ELDER (Reappointment)

LAKE CITY DEVELOPMENT CORP.

JENNIFER DRAKE (Appointment)

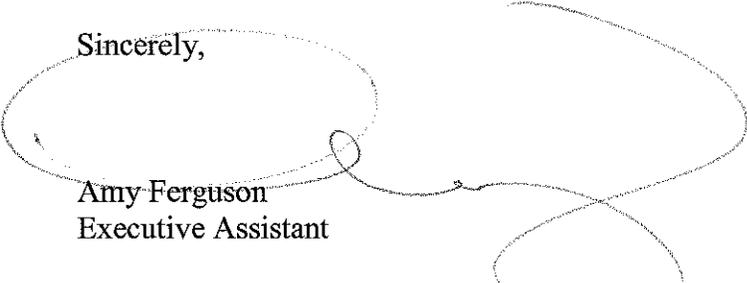
ARTS COMMISSION

JANE MORGAN (Appointment)

ARTS COMMISSION

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

Sincerely,



Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Tony Berns, LCDC Executive Director
Steve Anthony, Arts Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

March 23, 2012
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

CITIZENS PRESENT

Tom Hasslinger, Cd'A Press
Michael Horswill, Item 1
Allen Dodge, Item 1
Ruth Pratt, Foundation Director, Item 6

STAFF PRESENT

Steve Anthony, Recreation Director
Bill Greenwood, Parks Superintendent
Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Capt. Steve Childers, PD
Chief Wayne Longo, PD
Chief Kenny Gabriel, Fire
Juanita Knight, Senior Legal Assistant
Jon Ingalls, Deputy City Administrator
David Townsend, Library Communications
Bette Ammon, Library Director
Lt. Bill McLeod, PD
Susan Weathers, City Clerk

**Item 1. Art Selection / Roundabouts in Education Corridor.
(Resolution No. 12-014)**

Steve Anthony is requesting Council authorize contracts to be awarded to Allen Dodge, C.J. Rench, and Michael Horswill for the public art pieces on the Roundabouts in the Educational Corridor. Mr. Anthony explained in his staff report that the Arts Commission has identified the three roundabouts for the placement of public art. A selection committee reviewed over 20 initial proposals and narrowed them down to 4 artists who prepared maquettes for the committee. The maquettes were put on display at the Coeur d'Alene Library and the North Idaho College Library and comments were solicited. After further discussion, the committee selected the three art pieces. Mr. Anthony noted that the Arts Commission Budgeted \$90,000 for the placement of art in city-wide roundabouts. The proposed contract amounts are as follows:

Allen Dodge – “Intersection”	\$ 9,500
C. J. Rench – “The Gift”	\$28,600
Michael Horswill – “Trilogy”	<u>\$32,144</u>
	\$70,244

The funds are dedicated funds and can only be used for Public Art.

Mr. Anthony said that once the contracts are awarded to Allen Dodge, C.J. Rench and Michael Horswill, construction will begin in May with a target installation date of September 7, 2012. The roundabouts had been identified in the Arts Master plan as possible locations for art. With the approval of this project the city will have now placed art pieces in 4 of the 6 roundabouts in the city.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 12-014 approving the three contracts with Allen Dodge, C.J. Rench, and Michael Horswill for the public art pieces on the Roundabouts in the Educational Corridor.

**Item 2. Acceptance of Donation / Great Blue Heron Public Art.
(Consent Calendar)**

Steve Anthony is requesting Council authorize the donation of the “Great Blue Heron” art piece and that it remain at its current location. Mr. Anthony noted in his staff report that the Heron was part of the ArtCurrents project. It was placed in front of Olympian restaurant. The restaurant kind of adopted the Heron. This last

September the Heron was stolen. A fairly substantial public campaign was done to get it back. The Olympian set up a donation box and raised the funds to purchase the art and set aside \$227 extra for maintenance of it. The customers now want to know what it will take to keep the Heron there. One of the goals of the Artcurrents project was that business' would adopt the art pieces next to their business.

Councilman Kennedy asked about the rotation of the art. Mr. Anthony said the Olympian would like the Heron to stay where it is. Councilman Kennedy asked if others want the same, what happens with the rotation. Mr. Anthony said they are getting 14 new pieces of art and they have identified 18 locations. As people buy them, they can add new art pieces.

MOTION: by Councilman Adams, seconded by Councilman Edinger that Council authorize the donation of the "Great Blue Heron" and that it remain in its current location.

**Item 3. Loan of Artwork / Artwork for Gov't Way Island.
(Resolution No. 15-015)**

On behalf of the Arts Commission, Steve Anthony is requesting Council accept the loan of an art piece entitled "Spirit Rising" from Ken Roberge. Mr. Anthony said the City Council adopted a Policy regarding the loan of art pieces in February which gives the City the ability to accept the loan of art pieces. The value of the piece is \$5,000.

Mr. Roberge explained how the art piece came about as well as his preference of location for the piece. He said he has agreed to pay for all installation costs and any future maintenance items that might be needed.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 12-015 approving an Art Donation and Encroachment Agreement with Ken Roberge for the loan of the art piece entitled "Spirit Rising" to be installed in public right-of-way in the island located at the intersection of Miller Avenue and Government Way.

**Item 4. 3-year Food Concession Agreement / Tiki-Hut at Independence Point.
(Resolution No. 12-014)**

Bill Greenwood is requesting approved to extend the food concession agreement with Randy Folk dba Tiki-Hut for the 2012, 2013, and 2014 season. It was noted in the staff report that the fee for the 2009 season was \$5,000. The Parks Department had based increases on the fee per the CPI similar to how we raise fees at the Independence Point Docks. This year the CPI did not go up so the fee remained the same for the 2010 season. However, after the 2010 season it was recommend that each succeeding season receive a 3% annual fee increase. The vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to daily park visitors and new visitors. We received many comments from the park visitors that they were quite pleased with the vendor, the staff and the service.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 12-014 approving the extension of the food concession agreement with Randy Folk dba Tiki-Hut for the 2012, 2013, and 2014 season at Independence Point.

**Item 5. Memorandum of Understanding / NIC's use of City Training Facilities.
(Resolution No. 12-014)**

Chief Kenny Gabriel is requesting Council approve a Memorandum of Understanding with North Idaho College for the use of the City's Training Facilities for Firefighter educational classes. Chief Gabriel noted in his staff

report that for a number of years the City has partnered with NIC in providing a Firefighter I training academy. They have yet to formalize an MOU on the use of the tower and adjoining classroom facilities. This agreement defines responsibilities for the City and for NIC. This document has been drafted and approved by the City Legal Department as well as NIC's legal staff. There is no negative impact to the budget. If there is damage to our facilities during the class, NIC would assume the cost for correcting those damages.

MOTION: by Councilman Adams seconded by Councilman Edinger that Council adopt Resolution No. 12-014 approving a Memorandum of Understanding with North Idaho College for the use of the City's training facilities.

**Item 6. Request to Amend Alcohol Beverage Regulations / Allowing Beer-Wine at City Library.
(Information Only)**

Bette Ammon presented the Library Foundations request that the City Council revise current city law regarding alcohol on public property in order that alcohol may be served at the library for certain events. Mrs. Ammon noted in her staff report that allowing special-event alcohol licensing will greatly assist *the Coeur d'Alene Public Library Foundation (CdAPLF)* in raising private funds to support our Coeur d'Alene Public Library, thereby keeping it responsive to community need while saving taxpayer dollars. She also noted that in order for the CdAPLF to be successful at its fundraising endeavors, it is critical that they be able to host at least one annual event IN THE LIBRARY dedicated to the purpose of raising significant private contributions to support our mission. Other libraries around the state and in Spokane host such events with great success. However, attendance and financial success of such events are enhanced by the ability to serve wine and beer along with other refreshments to the invited guests (potential donors.) For the past five years the City has successfully allowed this practice at Riverstone Park. Impact on library staff would be minimal since the CdAPLF staff and volunteers will be in charge of setup and cleanup.

Ruth Pratt noted the motivation behind the request is that they are able to hold fundraisers at other locations. However, they are not near as effective as they are within the Library, where folks can actually SEE the Library. This is where they can make the most impact. There has not been another fundraising event at the Library since its opening. The foundation board feels to have an effective signature event, it needs to be at the LIBRARY.

Councilman Edinger asked who would have the liability with an event like this. Ms. Pratt said the Library Foundation since the event and permit is under their name. Mike Gridley, City Attorney, said it can be set up anyway the City chooses to set it up. The event holder can be required, per event, to have liability insurance, security, any kind of restrictions, regulation, and requirement the City wants.

Councilman Edinger asked how many events would be planned. Mrs. Ammon said she believes it would be one annual event a year. Councilman Edinger asked if the event would be after hours. Mrs. Ammon responded yes. Mrs. Pratt added that it is by invited guests with tickets.

Councilman Edinger asked if the city would be setting precedence with this. Mr. Gridley said others could inquire, depending on how the City sets this up. Councilman Edinger asked what if another organization wanted to hold such an event at the Library. Mrs. Ammon said they would like to set it up in such a way that this is Library Foundation exclusive. Mr. Gridley said that is something legal has not looked at. This is a public building and the City can make some restrictions, but to say Library Foundation exclusive, legal would need to further research that.

Councilman Edinger said he would like to see this approved for the Library Foundation only and asked legal to review that option.

Councilman Adams asked what the experience has been at Riverstone. Bill Greenwood, Parks Superintendent, said they have not had any trouble. They have a permit fee that they charge in addition to requiring security in the cornered off area where the alcohol will be served.

MOTION: by Councilman Edinger, seconded by Councilman Adams, that the parameters of the ordinance be limited to permit the Library Foundation only. Staff was directed to prepare and ordinance and report back to the General Services Committee at their next meeting on May 7, 2012.

**Item 7. Sole Source Procurement / COBAN in-car Video – Mobile Data.
(Agenda)**

Captain Steve Childers is requesting authorization to acquire COBAN Titan M7 computer / in-car video solution as sole source procurement. Captain Childers noted in his staff report that the Coeur d'Alene Police Department has been using in-car video since the 1990's. Video evidence is vital for the prosecution of offenders and is a risk management tool for the Department. The current DVD-RAM system are no longer supported and the computers are too slow for the demands of today's software. VIPER, a vault of all digital data including the videos from the patrol vehicles and are maintained at the police department. In an effort to modernize these vital tools, the Department investigated various solutions. COBAN is the only vendor to provide an all in one solution that will also work with the existing VIPER database. Other vendors wanted to add an additional \$25-\$100K solution for housing the video and did not want to work with our existing infrastructure (VIPER). The Coban Titan M7 series run at a cost of about \$8,990 per unit. The cost of this total project (to replace the 20 units in patrol vehicles only), is estimated to be around \$179,800. The initial phase of this project is to purchase 11 units and some of the back end software/hardware using the remaining funds of JAG grant 2009-SB-B9-2535, currently at \$94,782.58. The Department has been allocated (upon approval; currently the application is not due until May 14, 2012) an additional \$51,016 from the JAG local solicitation program which could provide an additional 6 units. The approximate \$27,000 needed to complete the project may be funded with some of the existing funds allocated to Police technology and/or requested in the FY 12-13 budget. It is anticipated with this technology, the Department can not only maintain the level of evidentiary video; it will actually increase and be handled in such a way to enhance its value within the court system. Officer errors on uploading will be reduced since the system has a wireless solution that has an auto-option for uploading. Audio will be greatly improved from the previous system. Software will be able to run more efficiently and maintenance of the components will be improved.

Councilman Kennedy asked Capt. Childers to define JAG. Captain Childers said federal funding for the program varies from year to year based on a formula that allocates funds based on the crime reported. Those funds come through Coeur d'Alene PD and are distributed between Coeur d'Alene and Kootenai County. With Coeur d'Alene having the most crimes reported because it's the larger agency they receive the most funds.

Chief Longo added the funds are administered through the Idaho State Police grant review board. The criteria is for technology computer related equipment and they do allow for collaboration between the County and City.

Councilman Adams asked "absent the JAG grant money, what is the likelihood of obtaining the funding from this next budget cycle?" Mr. Tymesen, Finance Director, responded the probability of increasing the PD's budget to include \$180,000 with no property tax increase is very, very slim. Mr. Tymesen noted that last year the City struggled and did not raise taxes, at all. The City has been cutting back on capitol year, over year, over year, as the economy and building has decreased as well as the City Council not taking property taxes increases.

Councilman Adams asked how the PD would rank the cameras in priority to other equipment. Chief Longo said the camera/video are their top priority. Chief said they could probably keep things working for a little longer but there will come a time when they see more failures than not. There is no way of knowing when that failure will be. Failure typically happens during a time when that video is needed.

Councilman Adams said the research he has done shows that the JAG funding is part of the stimulus package from the Obama administration. Councilman Adams asked Mr. Tymesen what the projected FY 12/13 fund balance will be. Mr. Tymesen said probably about 10% of the general fund plus the library so probably \$3.5 million. Discussion ensued regarding what funding is set for McEuen field and where that funding is coming from.

Councilman Kennedy question if the PD could not get the additional \$27,000 could they use only the grant money to get the program started. Chief Longo responded yes.

MOTION: by Councilman Edinger, seconded by Councilman Kennedy, with Councilman Adams, voting no, that Council authorize staff to acquire, through Sole Source Procurement, the COBAN M7 Titan all in one computer / in-car video solution for the Coeur d'Alene Police Department.

The meeting adjourned at 1:08 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

STAFF REPORT

DATE: April 16th, 2012

TO: General Services Committee

FROM: Steve Anthony, Recreation Director

SUBJECT: Loan of Art Piece by Ken Roberge

Decision Point:

The Arts Commission is requesting the General Services Committee authorize the Legal Department prepare documents to accept the loan of an art piece entitled “Spirit Rising” from Ken Roberge.

History:

Ken Roberge approached the Arts Commission one year ago about loaning an art piece to the city. At that time the city did not have a policy in place to accept loans or temporary exhibits. This year the City Council passed a policy and procedure for accepting the loan of art work. Mr. Roberge’s art piece meets all of the criteria. The Arts Commission has discussed this item and recommends the acceptance of the loan of the art piece.

Financial Analysis: The value of the piece is \$5,000.00. The loan of the art work to the city will not result in any expense to the city as Mr. Roberge has agreed to pay for all installation costs and any future maintenance items that might be needed.

Performance Analysis:

The Council has adopted a policy that allows the City of Coeur d’Alene to accept the loan of art pieces. Mr. Roberge’s art piece meets all the criteria. Mr. Roberge has met with the Arts Commission and Parks staff concerning the loan of the art piece and the preferred location would be the Government Way Island at the intersection of Miller and Government Way.

Decision Point:

That the General Services Committee authorizes the legal Departments to prepare document to present to the City Council regarding the loan of the art piece entitled “Spirit Rising” from Ken Roberge.

RESOLUTION NO. 12-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ART DONATION AND ENCROACHMENT AGREEMENT WITH KEN ROBERGE FOR THE PURPOSE OF ENCROACHING INTO PUBLIC RIGHT-OF-WAY AND INSTALL AN ART PIECE IN THE ISLAND LOCATED AT THE INTERSECTION OF MILLER AVENUE AND GOVERNMENT WAY.

WHEREAS, the Arts Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Art Donation and Encroachment Agreement with Ken Roberge, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Art Donation and Encroachment Agreement with Ken Roberge, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 1st day of May, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

ART DONATION AND ENCROACHMENT AGREEMENT

The **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho with its principal place of business at 710E. Mullan Avenue, Coeur d'Alene, ID 83815, hereinafter referred to as the "**City**", hereby accept a temporary loan of a piece of art known as "Spirit Rising" that is owned by **Ken Roberge**, hereinafter referred to as the "**Owner**", who's address is 857 N. Government Way, Coeur d'Alene, ID 83814; and hereby grants permission to the Owner to encroach into public right-of-way and install the art piece in the island located at the intersection of Miller Avenue and Government Way subject to the following terms and conditions:

1. The Owner agrees to obtain from the City an encroachment permit prior to do any work within city right-of-way. Final approval of the placement of the art piece must be obtained from the City Parks and Engineering departments prior to placement of the art piece by the Owner. No other object or art piece can be installed under this agreement.
2. Both parties have the right to terminate this agreement at the expiration of 180 days after giving written notice to the other party at the addresses listed above. Notice will be deemed to have been received when the properly addressed notice is deposited in the United States mail with the proper postage affixed thereto and certified. The Owner shall remove, at his sole expense, the art piece within 180 days of either party terminating this agreement. Should the Owner fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment the City may remove the same and charge the expense to the Owner. Owner agrees that in the event that the City must remove the art piece as allowed by this section, the art piece will be deemed conclusively quitclaimed to the City by the Owner.
3. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the art piece is constructed or placed, it being understood by the parties that the City's right and power to issue such permit is limited.
4. The Owner shall hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Owner further agrees that said encroachment shall be maintained by Owner in a safe and clean condition so as not to constitute a public hazard. Owner shall save the City harmless and defend the City from all claims for injury to person or property resulting from Owner's actions or omissions in performance of this agreement. The Owner, without delay, shall obtain and thereafter shall maintain, at all times, liability insurance naming the City as one of the insureds in the amount of Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death, or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.
5. The Owner will furnish the City certificates of the insurance coverage's required herein, which must be approved by the City Attorney.
6. The Owner will pay One Hundred Dollars and No/100 (\$100.00) to the City for maintenance

of the art piece. The City will deposit the required amount in the Art's Commission Maintenance Fund.

7. Owner agrees not to encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes set forth herein and shall not be expanded without written approval from the City.
8. The Owner shall comply with all laws affecting the property described herein.
9. The Owner will not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 1st day of May, 2012.

CITY OF COEUR D'ALENE

OWNER

Sandi Bloem, Mayor

Ken Roberge

ATTEST:

Susan K. Weathers, City Clerk

STAFF REPORT

DATE: April 18, 2012
FROM: Steve Childers, Patrol Captain
SUBJECT: COBAN In-Car Video / MDC Solution

Decision Point: Authorization to acquire COBAN Titan M7 computer/in-car video solution as sole source procurement.

History: The Coeur d'Alene Police Department has been using in-car video since the 1990's. Video evidence is vital for the prosecution of offenders and is a risk management tool for the Department. In 2003, the in-car videos were upgraded to DVD-RAM systems. In 2005, MDCs (Mobile data computers) were introduced into the patrol vehicles to improve data, communications, and response times. Both of these systems have been highly successful and have aided the Department in a number of ways including improving response times, improved crime reports / prosecution, and use internally to confirm/deny officer complaints. The current DVD-RAM system no longer is being supported and the computers are too slow for the demands of today's software and the computers are too slow to handle the demands of the newest software. These systems work with VIPER, a vault of all digital data including the videos from the patrol vehicles and are maintained at the police department.

Financial Analysis: In an effort to modernize these vital tools, the Department investigated various solutions. The result was the Coban Technologies Titan M7 all in one system. This is the only vendor to provide an all in one solution that will also work with the existing VIPER database. Other vendors wanted to add an additional \$25-\$100K solution for housing the video and did not want to work with our existing infrastructure (VIPER). This request appears to satisfy the requirements in I.C. 67-2808(2), sections (a)(ii) and (a)(v). This system also has less draw on the electronics system of the vehicles reducing wear and tear. The current cost for an MDC is about \$4,000 and a replacement in-car video system can range from \$3,500 - \$10,000. The Coban Titan M7 series run at a cost of about \$8,990 per unit. The cost of this total project (to replace the 20 units in patrol vehicles only), is estimated to be around \$179,800. The initial phase of this project is to purchase 11 units and some of the back end software/hardware using the remaining funds of JAG grant 2009-SB-B9-2535, currently at \$94,782.58. The Department has been allocated (upon approval; currently the application is not due until May 14, 2012) an additional \$51,016 from the JAG local solicitation program which could provide an additional 6 units. The approximate \$27,000 needed to complete the project may be funded with some of the existing funds allocated to Police technology and/or requested in the FY 12-13 budget.

Performance Analysis: It is anticipated with this technology, the Department can not only maintain the level of evidentiary video; it will actually increase and be handled in such a way to enhance its value within the court system. Officer errors on uploading will be reduced since the system has a wireless solution that has an auto-option for uploading. Audio will be greatly improved from the previous system. Software will be able to run more efficiently and maintenance of the components will be improved.

Quality of Life Analysis: Improved digital evidence (audio and video) means improving prosecution cases which are vital to the quality of life of the citizens of Coeur d'Alene. The system will be used for a host of reasons including DUI arrests and risk management.

Decision Point: Enter into an agreement to purchase Coban M7 Titan all in one computer / in-car video solution for the CdAPD Patrol Division. The City IT Department has been involved and also approves of this purchase.

OTHER BUSINESS

COUNCIL BILL NO. 12-1014
ORDINANCE NO. 3440

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING PORTIONS OF RIGHT-OF-WAY IN THE TAYLOR'S PARK SUBDIVISION, RECORDED IN BOOK "B" OF PLATS, PAGE 90, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS SMYLIE AVENUE, HUBBARD AVENUE, AND, ADJACENT ALLEYS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said streets and alleys be vacated; NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

All of the fifty foot (50') right-of-way of Hubbard Avenue situated north of the River Avenue R/W lying between the westerly boundary of Lots 20-24, Block 2, and, the easterly boundary of Lots 1-5, Block 3; and, all of the fifty foot (50') right-of-way of Smylie Avenue situated north of the River Avenue R/W lying between the westerly boundary of Lots 12-16, Block 3, and, the easterly boundary of Lots 1-5, Block 4; and, that portion of the twenty foot (20') mid-block alley lying between the northerly boundary of Lots 17-20 and the southerly boundary of Lot 21, Block 2, the northerly boundary of Lots 5-12 and the southerly boundary of Lots 4 and 13, Block 3, and, the southerly boundary of Lot 4 and the northerly boundary of Lots 5-8, Block 4; and, all of the seven and one-half foot (7½') wide alley adjoining the westerly boundary of Block 4; and, all of the six and one-half foot (6½') wide alley adjoining the northerly boundary of Lot 24, Block 2, Lots 1 and 16, Block 3, and, Lot 1, Block 4, of said Taylor's Park Addition.

be and the same is hereby vacated.

SECTION 2. That said vacated street and alley rights-of-way shall revert to the adjoining property owner (North Idaho College).

SECTION 3. That the existing rights-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as

provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED by the Mayor this 1st day of May, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3440
TAYLOR'S PARK RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. 3440, vacating portions of Taylor's Park right-of-way.

Such right-of-way is more particularly described as follows:

All of the fifty foot (50') right-of-way of Hubbard Avenue situated north of the River Avenue R/W lying between the westerly boundary of Lots 20-24, Block 2, and, the easterly boundary of Lots 1-5, Block 3; and, all of the fifty foot (50') right-of-way of Smylie Avenue situated north of the River Avenue R/W lying between the westerly boundary of Lots 12-16, Block 3, and, the easterly boundary of Lots 1-5, Block 4; and, that portion of the twenty foot (20') mid-block alley lying between the northerly boundary of Lots 17-20 and the southerly boundary of Lot 21, Block 2, the northerly boundary of Lots 5-12 and the southerly boundary of Lots 4 and 13, Block 3, and, the southerly boundary of Lot 4 and the northerly boundary of Lots 5-8, Block 4; and, all of the seven and one-half foot (7½') wide alley adjoining the westerly boundary of Block 4; and, all of the six and one-half foot (6½') wide alley adjoining the northerly boundary of Lot 24, Block 2, Lots 1 and 16, Block 3, and, Lot 1, Block 4, of said Taylor's Park Addition.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. 3440 is available at Coeur d'Alene City Hall, 710 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. 3440, V-12-2 Taylors Park Addition – NIC, 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 1st day of May, 2012.

Warren J. Wilson, Chief Civil Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

April 23, 2012
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers
Council Member Dan Gookin
Council Member Deanna Goodlander

STAFF PRESENT

Amy Ferguson, Executive Assistant
Chris Bates, Eng. Project Manager
Jon Ingalls, Deputy City Administrator
Troy Tymesen, Finance Director
Warren Wilson, Deputy City Attorney
Dave Shults, Capitol Program Mgr.

**Item 1 Approval of Professional Services Agreement with Idaho Transportation
Department and Welch-Comer Engineers for Government Way/Hanley – Prairie
Design Services**

Consent Calendar

Chris Bates, Engineering Project Manager, presented a request for approval of a Professional Services Agreement with Welch-Comer & Associates for services necessary to develop full right-of-way and roadway design plans associated with the Idaho Transportation Department (ITD) reconstruction project for Government Way, between Hanley and Prairie Avenues.

Mr. Bates noted in his staff report that in March, 2009, Council approved the Professional Services Agreement with Welch-Comer & Associates for design services for Government Way, Phase 1, with construction expected to commence June 2012. He further explained that the total compensation for the fixed fee agreement is \$466,000 for the complete design package. Because the city is the “sponsor” of the project, the “share” of the agreement that the city is initially responsible for amounts to 7.34% of the cost (\$34,204.40). However, the city of Hayden and the Lakes Highway District, are also partners in the project and will be reimbursing Coeur d’Alene for 50% of the 7.34% “share. This reimbursement will be guaranteed through a mutually agreed upon Memorandum of Understanding with the jurisdictions involved. The funding of the city’s “share” will be derived from impact fees received.

Mr. Bates further noted in his staff report that request for proposals were not necessary because this was considered an on-going project, with this element being Phase II of the existing Government Way, Dalton – Hanley project. The Local Highways Technical Assistance Council, the project overseer, felt that continuity was in the best interest of all involved parties and oversaw the use of the existing design consultant for this next phase.

Mr. Bates said that this agreement lays out the groundwork for the design of the project and that construction dollars are probably five to six years down the road. The city’s share of the cost for the design services will be 3.6%. Staff has met with the city of Hayden and Lakes Highway District and they are in agreement to do the Memorandum of Understanding.

Mr. Bates confirmed that the \$466,000 amount is for design, and not construction. The money for construction will come from federal dollars. He explained that the State of Idaho puts shovel-ready projects on a list, and as the federal dollars become available, they distribute the money. The Local Highways Technical Assistance Council (LTEC) is the manager for the state which takes care of local projects.

Councilman Gookin asked about right-of-ways. Mr. Bates said that the city purchases an average of 10 to 15 feet of right of way on both sides of Government Way. Once the plans are completed, an appraisal company does the appraisals and the city offers the property owners market value for the right-of-ways. Mr. Bates confirmed that eminent domain is the ultimate last resort and has only been used once in the last 30 years.

Councilman Gookin said that he is concerned that this project didn't go out to bid. Mr. Bates said that it didn't go out to bid because it is considered a continuation, and that since LTEC manages the contract and the city is just a sponsor, LTEC is the controlling factor. Mr. Bates confirmed that the city's share of the contract amount are in the budget.

Councilman McEvers asked if there was sewer involved in this project. Mr. Bates confirmed that a portion of the project involves sewer. He also noted that there will be an intersection installed at Wilbur and Highway 95. Councilman Goodlander expressed concern about more intersections on Highway 95. Mr. Bates said that as far as he knows, the ITD's plan is to relocate the signal on Canfield up to Wilbur.

MOTION: Motion by McEvers, seconded by Gookin, to recommend Council approval of Resolution No. 12- approving a Professional Services Agreement with Welch-Comer & Associates for the development of design plans for the continuation of the Government Way reconstruction project. Motion carried.

Item 3 Procurement of WWTP Turbo Blowers Consent Calendar

David Shults, Capital Program Manager, presented a request for approval of the specifications for procurement of turbo blower equipment for WWTP Phase 5C.1 and authorization to advertise for bids.

Mr. Shults noted in his staff report that Phase 5C.1 is the first phase of three that are planned for providing reliable wastewater treatment according to the proposed discharge permit issued by EPA. HDR Engineering is underway with design of the structures and facilities that will provide improvements for ammonia control that are needed soon, as well as provide the start of the tertiary membrane filtration for control of phosphorous to low levels as anticipated in the new permit. Use of turbo blowers is recommended for the most efficient aeration that is needed for enhanced ammonia control and cleaning of the membrane filters. Prepurchase by the city will allow the most efficient design of the building and piping layout, and will allow availability when needed for installation and start-up.

Mr. Shults noted that the listing on the agenda was incorrect in that they are not looking for sole source procurement. There are several sources for these modern blowers and they want them to compete with each other to get the best price.

Councilman McEvers asked if they were planning on purchasing the blowers before the design. Mr. Shults said that they have the planning done with the completion of the 3-D drawings and have provided space holders for the turbo blower configurations. For the detailed design with the layout of piping, electrical and pads, the engineers need to know which blowers they are going to have.

Councilman Gookin asked why turbo blowers are needed. Mr. Shults said that there is a lot of air that is necessary in order to provide the “bug environment” for treating the secondary wastewater effluent. The blowers are also used as part of the cleaning process in their membrane filtration system. The cleaning process will also assist with ammonia control.

MOTION: Motion by Gookin, seconded by McEvers, to recommend Council approval of the specifications for procurement of turbo blower equipment for the WWTP Phase 5C.1 and authorizing advertisements for bids. Motion carried.

The meeting adjourned at 4:17 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison