

Coeur d'Alene

CITY COUNCIL MEETING

DECEMBER 21, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

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

December 7, 2010

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 December 7, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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 Goodlander.

PRESENTATION – LIBRARY REPORT: Bette Ammon, Library Director, presented an overview of the activities of the City Library and what improved efficiencies have been incorporated over the past few years.

PRESENTATION – LAKE CITY SENIOR CENTER: Vickie Harrison, Manager of the Lake City Senior Center, presented an overview of the programs offered to area seniors including meals, socialization opportunities, nutrition and fitness programs, and public forums.

Motion by Edinger, seconded by Kennedy to bring Resolution 10-046 forward on the agenda. Motion carried.

PUBLIC COMMENTS: Dick Panabaker, a board member of the Lake City Senior Center, commented on the individuals who visit the Lake City Senior Center. He noted that one of the things that affects their attendance in the winter months is the fear of seniors falling. Evelyn Adams, 1873 Silver Beach Road, voiced her concerns of the financial status of the Center and believes the City should provide funds to the Center.

Project Coordinator Renata McLeod reported that the City had been approached to assist with snow plowing the center's parking lot in exchange for use of the facility. Additionally, the Senior Center is looking into grants that would allow them to be an emergency facility in cases of disaster. Councilman Edinger asked about some grant funding. Mrs. McLeod responded that he may be referring to the CDBG grant funds in which staff is looking at some opportunities for the senior center. Councilman McEvers asked why the need for funding now. Vicki Harrison responded that the membership at the Senior Center has dropped over the past few years as well as losing grant dollars for meals which has impacted their financial situation. She noted that they are willing to open up their financial books to the City for review and recommendations.

RESOLUTION NO. 10-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT WITH THE LAKE CITY SENIOR CENTER TO PROVIDE MUTUAL BENEFIT TO THE PARTIES.

Motion by Edinger, seconded by Bruning to adopt Resolution 10-046.

COUNCIL COMMENTS: Councilman Hassell voiced his concern that if we agree to help this facility we may be setting a precedent.

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

PUBLIC COMMENTS:

SINGLE STREAM RECYCLING: Steve Wulf, Kootenai County Solid Waste Manager, and Steve Roberge, Waste Management of Idaho General Manager, reported on the success of the single-stream recycling program with a 200% increase in participation in the new program. Mr. Roberge did remind residents that junk mail, cereal boxes and other paper products can also be placed in the recycling bin. Steve Wulf reported that if the recycling continues the County will avoid hauling 159 trucks loads of garbage to the landfill. He also asked that Christmas wrapping paper not be placed in the recycling bins. Mr. Roberge noted that the next phase will be extending single-stream recycling to commercial users. In response to Council questions, Mr. Wulf noted that Styrofoam and plastic bags are not recyclable.

GARBAGE SERVICE CLOSED TO ALLEYS: Mr. Roberge explained why Waste Management has had to stop collecting garbage and recycled items in the alleys. He believes that they may resume alley garbage pickup some time in March.

MIKE KENNEDY LEGAL BILLS: Charlotte Gherke, 1308 Cd' A Ave., asked if there is an ordinance that would allow the City to pay Mike Kennedy's legal bills. Mayor Bloem responded that the City Attorney will be providing a report on this matter. Ms. Gherke also believes that Council has already made their decisions at the General Services Committee and that at City Council meetings when the Council asks for public comments they are useless.

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

1. Approval of minutes for November 15, 16, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, December 13th at 12:00 noon and 4:00 p.m. respectively.
3. Approval of annual request to allow carriage rides in the Downtown area each Saturday in December and Friday, December 24th.
4. Approval of beer/wine license transfer from Mik and Macs to Mik's Blessings at 406 N. 4th Street and transfer from Torch Lounge to Boomers at 216 E. Coeur d'Alene Ave.
5. Approval of beer/wine license for Sully's Pub at 5785 N. Gov't Way
6. Approval of cemetery lot repurchase from Sharron Rogers.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN MCEVERS : Councilman McEvers commented about shoveling his sidewalk and his mail delivery lady thanking him for shoveling his sidewalk.

COMMITTEE APPOINTMENT – CDA TV COMMITTEE: Motion by Hassell, seconded by Goodlander to appoint Laura Rumpler as the School District 271 representative on the CDA TV Committee. Motion carried.

ADMINISTRATOR’S REPORT: City Administrator Wendy Gabriel announced that the Coeur d’Alene Police Department is pleased to welcome Daniel J. Perry in his new appointment as Police Chaplain. Regional historian Robert Singletary returns to the Coeur d’Alene Public Library in December with a three-part weekly series that will focus on the history of Coeur d’Alene. If you’re a first time winter cyclist, remember to set the tire pressure to the low end of the recommended air pressure range to increase traction on slick roads. Avoid using a clip in shoes and pedals, just in case you have to put your feet down in a hurry. Also, use thick Mountain Bike tires to keep from slipping on areas packed with snow. This year, as in years past, area law enforcement agencies, fire departments, and numerous volunteers are proud to join together and participate in the “Holidays and Heroes” program. The agencies will be following the same format as in prior years in which they take children shopping for the day. Holidays and Heroes is accepting cash donations and food items through December 18th that can be dropped off at the area agencies including the Coeur d’Alene Police Department at 3818 Schreiber Way, and Kootenai County Fire Administration Office at 5271 E. Seltice Way. She expressed her appreciation for the extraordinary efforts of our Street Department in managing the snow removal during the month of November, 2010 dubbed by the Coeur d’Alene Press as “Snow-ember” – the snowiest November ever recorded. Record snowfall posed tremendous challenges for our crews. In a ten-day period, we received the equivalent of a half-year worth of normal snowfall. Adding to the challenge was meeting the logistical demands for the annual Coeur d’Alene Downtown Lighting Ceremony and fireworks show. Despite record-breaking weather, the streets of Coeur d’Alene were kept in very good condition considering the circumstances.

GOVERNMENT WAY LOCAL IMPROVEMENT DISTRICT: City Engineer Gordon Dobler explained that Government Way will be reconstructed next year, from Dalton Ave to Hanley Ave. The City of Dalton will be installing a sewer main that will serve the commercial corridor in Dalton and some of the abutting properties in Coeur d’Alene prior to the construction of the roadway. In addition, the City will be installing a water main to serve the properties within the city that are currently being served by Dalton Water District. This also will be done before the roadway construction. Dalton Water has notified the City and the property owners that they intend to terminate service in the future, so we will install the necessary facilitates now. Staff met with the property owners on October 5th to discuss the project and the potential to fund it with an LID. They were very concerned about the cost but were supportive of being served by city water and sewer.

Motion by Hassell, seconded by McEvers to authorize staff to proceed with the process of forming an LID at an average of \$50.00/lineal foot assessment to fund a portion of water and sewer facilities in Government Way. Motion carried.

ORDINANCE NO. 3397
COUNCIL BILL NO. 10-1025

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 13.30.010, 13.30.020, 13.30.040, 13.30.050, 13.30.060 AND ADOPTING A NEW SECTION 13.30.075 TO the STORMWATER MANAGEMENT ORDINANCE TO PROVIDE ADDITIONAL DEFINITIONS, ADOPTING ADDITIONAL STANDARDS FOR EROSION, SEDIMENT AND CONSTRUCTION WASTE CONTROL AND PROVIDING FOR INSPECTIONS; 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.

STAFF REPORT: Gordon Dobler reported that EPA requires some modification to the city's existing regulations for the city's stormwater discharge permit. He noted that staff met with NIBCA to explain the proposed amendments.

Motion by Hassell, seconded by Edinger to pass the first reading of Council Bill No. 10-1025.

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

Motion by Edinger, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 10-1025 by its having had one reading by title only.

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

MIKE KENNEDY TORT CLAIM: Councilman Kennedy recused himself from this item. City Attorney Mike Gridley noted that although tort claims are dealt with in Executive Session as provided by Idaho law, due to the litigation regarding the City's last election he has been asked to present this tort claim during the Council regular meeting. He reported that Councilman Kennedy had been named in a lawsuit by Jim Brannon over the City's last election in which Councilman Kennedy won his election over Jim Brannon. He listed the city's options in regard to Councilman Kennedy's tort claim, which are: pay a portion, pay all the legal fees, or deny payment of any portion of his legal fees. He reported that he has reviewed the laws, discussed this claim with various attorneys who have expertise in municipal law and the State Attorney General's Office. He explained that the litigation challenge was really aimed at the election process and that Councilman Kennedy, by simply being the winning candidate, did nothing wrong. Mr. Gridley reported that the City was involved in mediation with the attorneys for Mike Kennedy, which was mediated by Judge Donahue. He noted that one of the arguments made by the City is that this is really a private debt. Mike Kennedy's attorney argued that this trial was about a City issue and the conduct of the election process, and, although Judge Hosack found that the election process was done correctly, Mr. Kennedy was sued and had to hire lawyers to defend him and the city election process. Another comment was that Councilman Kennedy as an incumbent is a City employee and the suit was really over Council Seat #2. Mr. Gridley further explained that if a tort claim is denied, the City runs the risk of being sued by the claimant. He noted that it is his responsibility as City Attorney to present the risk factors to be weighed by the Council in deciding whether to approve a tort claim or not. As a result of the mediation by Judge Donahue,

it is proposed that the City agree to pay \$69,660 which the claimant's attorneys have agreed to settle the \$107,000 claim for. In conclusion Mr. Gridley, as the City's legal counsel, recommends the Council accept the proposed settlement of \$69,660.

Councilman Goodlander asked about the future defense of Councilman Kennedy since Jim Brannon has appealed the judgment in his case to the Supreme Court. No decision has been made about that; however, City Attorney Gridley said that one option is that the City take over Councilman Kennedy's defense in this process.

Councilman Edinger asked why the City did not defend Councilman Kennedy in this case. Mr. Gridley responded that in looking at state statute it was his opinion that this issue was a private situation in that it was one candidate suing another candidate. Councilman Edinger asked why the losing party is not paying for the prevailing party's attorney's fees. Mr. Gridley responded that state law provides for the recovery of court costs which are minimal but not attorney's fees.

Motion by Goodlander, seconded by Bruning to pay the mediated amount of \$69,660 in Mike Kennedy's tort claim. ROLL CALL: Hassell, Aye; Goodlander, Aye; Edinger, Abstain; McEvers, Aye; Bruning, Aye. Motion carried.

Mayor Bloem promised that the City will work hard to see that this law is changed and so candidates who have nothing to do with the process can avoid being sued over the process.

RECESS: Mayor Bloem called for a recess at 8:40 p.m. The meeting reconvened at 8:50 p.m.

Mayor Bloem asked where the money will come from for Mr. Kennedy's claim. City Attorney Mike Gridley reported that the funds will come from the City's self insurance fund for claims.

Councilman Kennedy commented that he believes a lot of misinformation has been circulated regarding this entire issue and he welcomes anyone who would like to ask him for the facts to contact him at 661-7337 or by email at mike@idahokenendys.com.

PUBLIC HEARING: O-3-10 – AMENDMENTS TO OFF-STREET PARKING

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

Mr. Yadon reported that the bulk of our off-street parking regulations were adopted in 1982. He reported that there has been a significant amount of study and discussion by planning and engineering academic and practicing professionals in the last ten years. In a nutshell, the leading investigators submit that the typical requirements, such as those that Coeur d'Alene has adopted are overkill and do not address the purpose for which they were intended and can be a detriment to business and the livability of a community. Staff had looked at what some other communities were doing in response to the latest thinking and findings. The planning staff with input from the city staff, Planning Commission, and Parking Commission, selected a sampling of different projects that have been constructed in the last twenty plus years and evaluated the actual use of off-street parking at those sites. Staff also looked at Planned Unit Development projects and regulations that have been granted alternative off-street parking requirements in the past by the City. In conclusion, it appears that amount of off-street parking spaces required greatly exceeds the normal demand. In response to Council's concerns regarding multi-family dwelling units, he noted that the current codes far exceed the national average.

Councilman Kennedy noted that this proposal has been an attempt to require fewer parking spaces for businesses. Dave Yadon responded that the Planning Commission used information that had been developed nationwide for parking requirements within communities. He also noted that staff did some “ground truthing” in our community and received input from the community, businesses, and the Parking Commission and what is being presented is a result of this research.

Councilman Hassell asked if staff had the proposed regulations reviewed by IHA. Mr. Yadon responded that IHA and any organization providing affordable housing are in favor of these amendments.

PUBLIC COMMENTS: Susan Snedaker, 812 Hastings, commented that whatever codes are created the city must have code enforcement enforce, as current existing codes are being ignored and nothing is being done about it. She noted that transitional housing parking is inadequate and questioned the number of required parking spaces for the Library. She commented that the City gives five years for the completion of project compliance and believes that this is way too long. She believes that the removal of on-street parking and alley parking is abysmal.

Mayor Bloem noted that if significant changes are made to the proposed ordinance tonight it needs to be brought back to a public hearing and asked if Council would like to take public comments into consideration and move the discussion to a workshop setting.

MOTION: Motion by Goodlander, seconded by Bruning to refer the proposed amendments and the public comments offered to a Council workshop in January for further discussion. Motion carried.

EXECUTIVE SESSION: Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency. **ROLL CALL:** Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye. Motion carried.

The session began at 9:15 p.m. and the matter discussed was property acquisition. Members present were the Mayor, City Council, City Administrator, City Attorney, and Parks Director.

No action was taken and the Council returned to regular session at 9:38 p.m.

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

The meeting adjourned at 9:38 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 10-047

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 REQUEST TO EXTEND THE AGREEMENT WITH ROW ADVENTURES TO USE INDEPENDENCE POINT BEACH TO LAUNCH KAYAK TOURS AND PADDLE BOARD TOURS ; APPROVING CHANGE ORDER NO. 3 WITH CNI CONSTRUCTION FOR THE WASTEWATER TREATMENT PLANT PHASE 5B CONSTRUCTION; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J.U.B. ENGINEERS FOR THE 2011 WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENTS; AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN STAMOSOS FOR CONSULTING SERVICES.

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

- 1) Approving request to Extend the Agreement with ROW Adventures to use Independence Point beach to launch Kayak Tours and Paddle Board Tours ;
- 2) Approving Change Order No. 3 with CNI Construction for the Wastewater Treatment Plant Phase 5B Construction;
- 3) Approving a Professional Services Agreement with J.U.B. Engineers for the 2011 Wastewater Collection System Capital Improvements;
- 4) Approving a Professional Services Agreement with John Stamosos for Consulting Services;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 21st day of December, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**PARKS & RECREATION COMMISSION
STAFF REPORT**

November 22, 2010

From: Doug Eastwood, Parks Director

Subject: Request to Extend Agreement to Use Independence Point Beach to Launch for Kayak Tours and Paddle Board Tours

Decision Point: Recommend to General Services to extend the agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours. This was done on a trial basis in 2010. We did not receive one complaint during the 2010 season. The agreement can be terminated without cause by the city if it proves to be a problem for the beach users or the boating traffic. Terms of use are described in the attached agreement.

History: We allowed this service during the 2010 season and the response indicates that it is a successful service. Kayak tour launchings are also conducted near North Idaho College and the BLM property on the south side of the Spokane River and possibly other public or private locations.

Financial Analysis: There is no cost to the City to allow the use; however since it is a commercial venture we are recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement Fund. 2010 season revenues paid to the city were \$596.36.

Performance Analysis: This creates another water sport activity for residents and tourists. Kayaking and paddle boarding is growing in popularity. We contacted the vendors at the commercial docks at Independence Point prior to the 2010 season and the concerns raised have been incorporated into the attached agreement. This is not a competing venture with other vendors as there will not be any kayak or paddle board rentals or rentals of any kind; only guided tours and the tours are complete with all necessary safety equipment and instructions.

Decision Point: Recommend to the General Services Committee to extend the agreement for this activity for the 2011 season.

8. ROW ADVENTURES PERMIT - Action

ROW Adventures conducted kayak tours on Lake Coeur d’Alene this past summer with a recommendation to extend their agreement through 2011. Their use of the beach to launch was well received with no complaints. They would also like to add paddle boarding as part of this agreement offering this as an additional sporting opportunity along with the kayaks. Usage will be managed the same as this summer; lessons for users held prior to launching, safety equipment on hand, and well-trained staff facilitating usage. This is a great water sport activity to offer to the public.

Peter Grubb, of ROW Adventures reported to the Commission there were no near misses with the public. There were times when the lake was very busy and they were extra cautious. There were no issues in the immediate launching area of Independence Point beach. There were stories of intimidation by boats coming at high speeds; but other than that, everything went very well.

Commissioner Patzer: Does the limitation of 21 people or 14 kayaks or paddle boards impact your business? And, was the 30 minute time limit unloading equipment an issue? Peter stated that most groups were under 10. The limitation is not an issue. There was no problem with the loading and unloading. Their staff made it work. They appreciate the opportunity to provide this service and hope it helps bring a mix of activities to Coeur d’Alene.

Commissioner Cranston: We appreciate the professional services ROW Adventures and their staff provide to the City.

Commissioner Lien made a motion to recommend to General Services Committee extending the agreement for ROW Adventures to launch kayaks and paddle boards from Independence Point for the 2011 season. Motion seconded by Commissioner Patzer. Motion passed.

PERMIT AGREEMENT

THIS AGREEMENT, made and entered into this **21st day of December, 2010** 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 ("City"), and **ROW, Inc., dba ROW Adventures, Inc. ("ROW")** with its principal place of business at 202 E Sherman Ave , PO Box 579, Coeur d'Alene, Idaho 83814.

WITNESSETH:

WHEREAS, ROW has been permitted to access Lake CDA from the east end of the Independence Point Beach for the purpose of providing guided kayak and paddle board tours from the location identified on Exhibit A attached.

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, ROW shall provide kayak and paddle board tours 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 "employees" shall include guides and support staff hired by ROW for the tours.

Section 2. Community Relations: ROW agrees that their employees will be courteous and informed about the community and will assist with questions from participants.

Section 3. Appropriate Equipment: ROW will provide appropriate equipment and gear to each participant.

Section 4. Staffing: ROW guides will be proficient in kayaking and paddle board lessons for people of all skill levels and will be proficient in water rescue and safety. ROW agrees that their employees must be appropriately dressed with identifying logo, and approved shorts, trunks or swim wear. Approval must be received from the Parks Director.

Section 5. Access Times: ROW can access the Independence Point Beach area between the hours of 8:00 a.m. and 10:00 p.m. except on weekends between June 15 and August 31 when ROW cannot access the beach between the hours of noon and 4:00 p.m. ROW also understands that they cannot interfere with the public use of the any part of the Independence Point Beach. ROW will not be allowed to leave a vehicle at the loading / unloading site for any period longer than 30 minutes.

Section 6. Tour Limitations: ROW cannot provide more than two (2) kayak or paddle board tours a day without prior written approval from the Parks Director. ROW will not schedule tours that exceeds 21 people or 14 kayaks or paddle boards at any one time unless they have prior written approval from the Parks Director for a specific date and time that will exceed those numbers. ROW will provide one guide for every six participants.

Section 7. Food: ROW may not serve food on the beach or other CDA park areas without prior written permission and within the scope of a health permit.

Section 8. 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 9. Trash: ROW agrees not to dispose of their trash at a City maintained trash receptacle. Trash must be removed from site and disposed of at ROW's expense.

Section 10. Waiver: ROW understands that during the term of this agreement, the City may undertake repairs and or construction projects to the City's parks, beach and/or waterfront, which may interfere with ROW's operation. Furthermore, ROW understands 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. ROW specifically waives any claims for lost profit, incidental or consequential damages against the City resulting from any of the conditions or projects listed in this section. ROW further acknowledges that the conditions or projects listed in this section may result in the City revoking this permit as provided in Section 23.

Section 11. Not Exclusive: ROW understands and agrees that the City from time to time during the term of this permit may allow other activities on the beach area.

Section 12. Worker's Compensation: ROW agrees 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 ROW fail to maintain such insurance during the entire term hereof, ROW shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. ROW 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. Hold Harmless: ROW agrees to indemnify, defend and hold the City and its agents, officers and employees harmless from any and all claims of liability, loss or damage arising out of, or in connection with, ROW's performance under the terms of this permit or the negligent or wrongful acts, errors and omissions of ROW, their agents, or employees.

Section 14. Access Location: ROW agrees to the following specifications, which will be adhered to by ROW for lake access:

ROW can enter that area of Independence Point Beach located on the East side of the beach within 40 feet of the rip-rap area and/or turf and landscape area where the beach ends. ROW cannot interfere with other beach users or swimmers within said area. ROW must keep that portion of beach clean and free of any litter, trash, clothing, gear or anything else directly related to the kayak tours.

Section 15. Term: The City shall permit kayak tours from Independence Point Beach to ROW for the season of April 1, 2011 to October 30, 2011 for the location described.

Section 16. Consideration: ROW shall in consideration for the permit pay the sum of 5% of gross income from kayak and paddle board tours to the CDA Parks Department within 30 days after the end of the season.

Section 17. No Alcohol: ROW agrees they will not allow their employees or customers to consume any alcohol or alcoholic beverages on the Independence Point beach or other CDA park properties.

Section 18. City Ordinances: ROW shall abide by all City ordinances and resolutions.

Section 19. Glass Containers: ROW agrees not to use, or allow their customers to use, glass containers on public property during tours.

Section 20. Violation of Regulations: ROW agrees 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 ROW may not be allowed resubmit a proposal for a period of three (3) years.

Section 21. Non-transferable: ROW also agrees and understands the permit site cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces neither ROW nor their agent (s) or employees shall park trucks or other vehicles adjacent to the curb for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Permit: The City may at any time after ten (10) day's written notice terminate this permit and retake possession of the space. Fees owed to date will be paid by ROW on a prorated basis covering the 5% of gross tours to date of termination. The notice of the exercise by the City of its option to terminate the permit for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should ROW fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, ROW shall cease operation of the location. However, that before declaring such forfeiture, the City shall notify ROW in writing of the particulars in which the City deems ROW to be in default and ROW will have three (3) days to remedy the default.

Section 25. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to ROW at the address provided, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

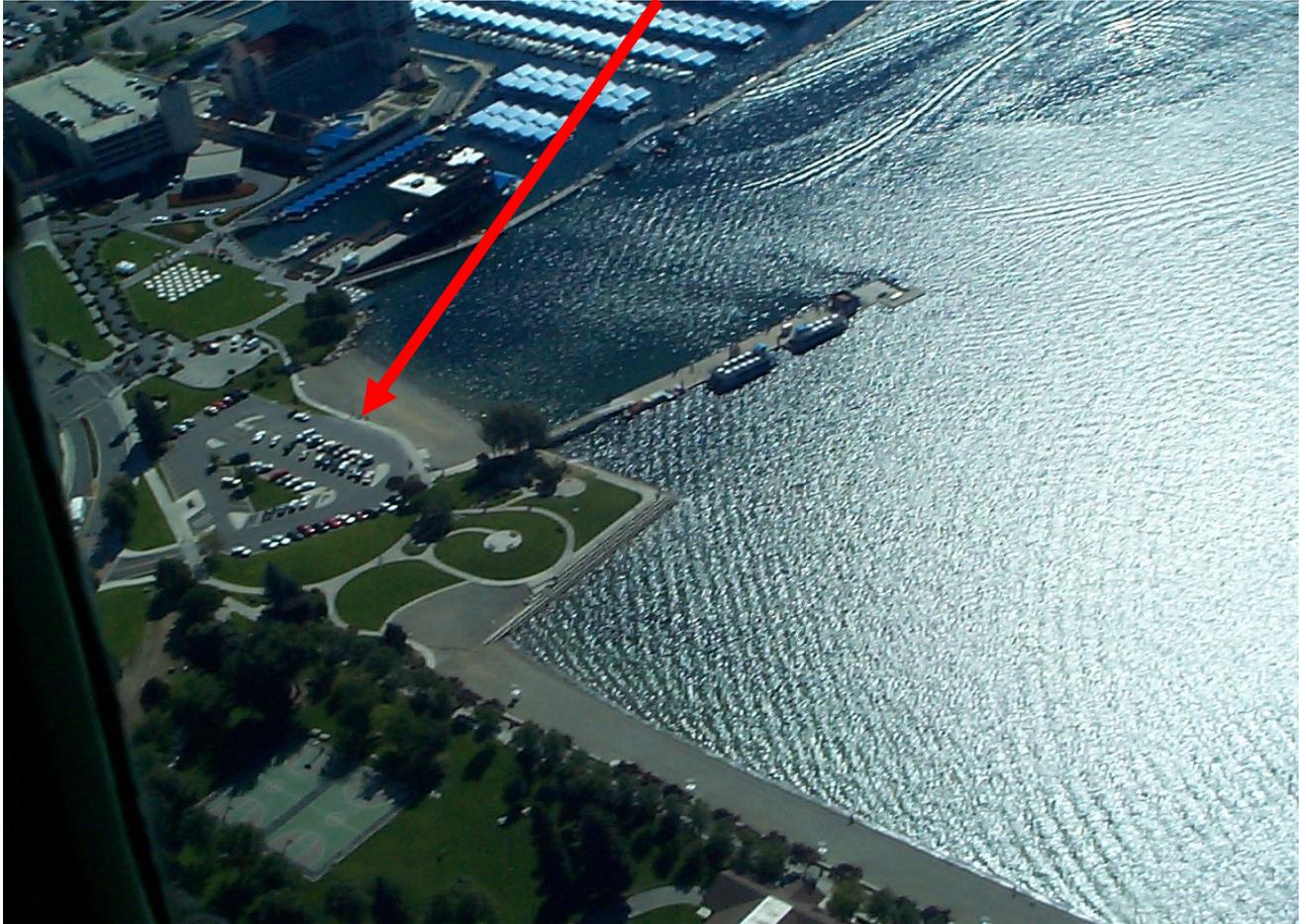
On this _____ day of _____, before me, a Notary Public, personally appeared **Peter Grubb of ROW Adventures, Inc.** whose name is subscribed to the within instrument and acknowledged that such individual executed the same.

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"

Access Point



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 13, 2010
FROM: David E. Shults, Capital Program Manager *D.E.S.*
SUBJECT: Change Order #3 for Contractors Northwest for WWTP Phase 5B

DECISION POINT:

The City Council is requested to approve Change Order #3, for an increased cost of \$64,804 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$10,824,555.

HISTORY:

Construction of the Phase 5B improvements has progressed substantially over the last ten months, and is nearly 50 percent complete. The Phase 5B facilities include an administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building.

Change Order #3 includes several changes to the plans and specifications that were made by project consultant, HDR Engineering, to add design details that were not anticipated in the original plans and specifications, and to address unanticipated site conditions. The additional cost of the change order work is reduced by a portion of the amount already included in CNI's original bid that is reserved for unanticipated work.

Change Order #3 includes 21 items, all of which are described in the attached letter from HDR. Fifteen items address issues that were discovered during construction that required additions or modifications to the plans and specifications. Five items include solutions to resolve difficulties due to site conditions that were different than anticipated in the design. One item is a no-cost change in specified equipment. No rework is necessary, and the change order work can be accomplished without adding any days to the required completion days for CNI's work. HDR and city staff negotiated the elements and costs of the proposed change order, and believe they are fair and reasonable, and that the changes are necessary.

FINANCIAL ANALYSIS:

Phase 5B Construction Cost Estimate

Building Permits	82,948
Equipment Prepurchase	125,000
Archeological Monitoring	7,486
Construction Engineering and Inspection	1,999,478
Construction Bid	10,632,100
Construction Change Order #1	48,801
Construction Change Order #2	78,850
Construction Change Order #3 (Proposed)	64,804
<u>Contingency (5% of Construction and Engineering)</u>	<u>631,579</u>
Total Phase 5B construction project cost	13,671,046

Funding: Construction of Phase 5B is a two year project partially funded by a loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,200,000 cash reserves in the City's Wastewater Fund. The City budget for the first year in FY 09/10 was \$8,514,436. The current FY 10/11 City budget for the second year is \$7,500,000.

DISCUSSION:

The project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. As a result, rework and delays have been minimized for everyone's benefit. The project is quite complex, involving seven different structures and associated building permits, a combination of heavy industrial construction and architectural commercial building construction, and loan funding mandates for use of only American made materials, payment of Davis-Bacon prevailing wages, and unprecedented documentation and reporting. The change orders to date are within reason and don't include project delay. The contractor's initial bid price includes four bid items for various types of unanticipated work that total \$212,100, and would only be authorized if needed. Credit of \$157,441 from these specific bid items was applied to the \$349,896 total value of the changes in C.O. #1, #2, and #3, which results in a net increase to the CNI construction contract of \$192,455. A balance of \$54,659 remains from the bid items for unanticipated work, which is available for future change orders for this project.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #3, for an increased cost of \$64,804 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$10,824,555.

Attachment

c. Katy Baker

IDEQ, Cd'A

des1421



CHANGE ORDER NO. 3

OWNER: City of Coeur d'Alene, ID

DATE: December 7, 2010

CONTRACTOR: Contractors Northwest, Inc.

HDR PROJECT NO.: 134317

**PROJECT: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements**

CONTRACT DATE: January 19, 2010

CONTRACT PERIOD: September 21, 2010 to December 7, 2010

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

Provide all materials, labor and equipment necessary for the work outlined in the CPRs listed in the table below.

The cost summary of this Contract modification is as follows:

CPR	Description	Cost
020	Irrigation Sleeve Beneath Parking Lot	\$1,523.00
024	Digester Overflow and Circulating Sludge Pipe Modifications	\$2,611.00
026	Odor Control Fan Modifications	\$0.00
032	Existing Utilidor Elevation Discrepancy	\$1,475.00
035	Sludge Pump House Wall Replacement	\$9,574.00
044	Collections Maintenance Garage Trench Drain Reinforcement	\$4,842.00
050	Utilidor Piping Modifications at Solids Building	\$1,075.00
053	Thermal Mass Flow Meter Flow Conditions	\$8,632.00
059	Handrail Modifications	\$4,617.00
065	Solids Building HVAC Modifications	\$5,735.00
066	Digester Control Building Embedded Unistrut for Future	\$1,038.00
067	Administration Laboratory Second Floor Concrete Fibermesh	\$830.00
068	Administration Laboratory Building Ceiling and Window Head Modifications	\$1,749.00
076	Caulking Steel Joist Tails	\$5,100.00
077	Harbor Center Pedestrian Ramp	\$5,974.00
078	Access Gate Pedestal Bollard	\$1,668.00
079	Asphalt Modifications at Collections Maintenance Building	\$998.00
080	Casework and Lab Fixture Modifications	\$7,289.00
081	Administration Laboratory Window Sills	\$2,123.00
082	Wood Paneling Modifications	\$6,473.00
083	Temporary Routing and Unforeseen Repair of 3W Water Lines	\$1,778.00
CHANGE PROPOSAL REQUESTS TOTAL AMOUNT		\$75,104.00

UTILIZATION OF ADDITIONAL WORK BID ITEMS SUMMARY

Bid Item No. 5 – Additional Concrete Work (Section 13922)	\$14,500.00
- Change Order No. 1 (CPRs 007 and 019)	(\$5,587.00)
- Change Order No. 2 (CPRs 014 and 023)	(\$8,913.00)
Remaining Portion of Bid Item No. 5	\$0.00
 Bid Item No. 6 – Additional Underground Utilities Work (Section 13933)	 (\$50,100.00)
-Change Order No. 1 (CPR 002)	(\$50,100.00)
Remaining Portion of Bid Item No. 6	\$0.00
 Bid Item No. 7 – Additional Mechanical Work (Section 13944)	 \$27,000.00
- Change Order No. 1 (CPRs 002 and 016)	(\$27,000.00)
Remaining Portion of Bid Item No. 7	\$0.00

Bid Item No. 8 – Additional Electrical and Instrumentation Work (Section 13955)	\$120,500.00
- Change Order No. 1 (CPR 048)	(\$18,994.00)
- Change Order No. 2 (CPRs 030, 039, 052, 060 and 062)	(\$36,547.00)
- CPR 053 (Applicable portions including Contractor's Fee)	(\$8,632.00)
- CPR 078 (Applicable portions including Contractor's Fee)	<u>(\$1,668.00)</u>
Remaining Portion of Bid Item No. 8	\$54,659.00
Total Additional Work Bid Items	\$212,100.00
Total Utilization Of Additional Work Bid Items – Change Order No. 1	(\$101,681.00)
Total Utilization Of Additional Work Bid Items – Change Order No. 2	(\$45,460.00)
Total Utilization Of Additional Work Bid Items – Change Order No. 3	<u>(\$10,300.00)</u>
Remaining Additional Work Bid Items	\$54,659.00

CHANGE ORDER SUMMARY

Contract Price:

Contract Price prior to this Change Order		\$10,759,751.00
-Change Proposal Requests Total – Change Order No. 3	\$75,104.00	
-Utilization of Additional Work Bid Items – Change Order No. 3	<u>(\$10,300.00)</u>	
Net Increase/Decrease of this Change Order		<u>\$64,804.00</u>
Revised Contract Price with all Approved Change Orders		\$10,824,555.00

Contract Time:

	Substantial Completion of Bid Item Nos. 2 and 3	Substantial Completion of All Work	Final Completion of All Work
Contract Time Prior to this Change Order	365 Calendar Days	550 Calendar Days	590 Calendar Days
Net increase of this Change Order	0	0	0
Revised Contract Time With All Approved Change Orders	365 Calendar Days	550 Calendar Days	590 Calendar Days

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

Accepted for Contractor By: _____ Date: _____

Approved for HDR Engineering, Inc. By:  _____ Date: December 7, 2010

Approved for Owner By: _____ Date: _____

Distribution: Owner, Contractor, Office, Field, File.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: December 8, 2010
FROM: Jim Remitz, Wastewater Utility Project Manager
SUBJECT: Professional Engineering Services Agreement with J.U.B. Engineers, Inc. for 2011 Wastewater Collection System Capital Improvements

=====

DECISION POINT:

The Council may wish to authorize staff to sign an agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, to provide professional engineering services for the 2011 Wastewater Collection System Capital Improvements at a cost not to exceed a total of \$150,100.00.

HISTORY:

J.U.B. Engineers successfully completed the 2009 and 2010 Professional Services Agreements with the City Wastewater Utility for providing the necessary professional services for the Cured-In-Place-Pipe (CIPP) and Open Trench Sewer Rehabilitation, GIS Upgrades and Inflow Corrective Actions.

We would like to amend the 2010 contract for one (1) additional year, calendar year 2011, to include the following tasks:

- 1. CIPP/Open Trench Sewer Rehabilitation.
- 2. GIS Upgrades consisting of imputing new sewer infrastructure and updates into the collection system electronic mapping and for our Sewer Crew and Map Book.
- 3. Inflow Identification, at this time, has reached its economic value. We would like to continue pursuing corrective actions of the inflow sources identified in past years by eliminating storm water flow into the sanitary system.

FINANCIAL ANALYSIS:

Task 1. CIPP/ Open Trench Sewer Rehabilitation	- - - - -	\$115,100.00
Task 2. GIS Upgrades	- - - - -	\$ 25,000.00
Task 3. Inflow Reduction	- - - - -	\$ <u>10,000.00</u>
	Total	\$150,100.00

Funding for this Professional Service Agreement will come from the approved 2010-2011 Wastewater Operating Fund budget. The budget for Sewer Replacement/ Collection System Rehabilitation (Account 031-022-4352-7901) and Inflow Reduction/GIS Upgrades (Account 031-022-4352-7902) total \$640,000.00

PERFORMANCE ANALYSIS:

J.U.B. Engineers has performed these tasks for the previous two (2) years to the Wastewater Utility's satisfaction. Due to their experience, knowledge and familiarity of the wastewater collection system, Wastewater Utility staff would recommend maintaining the continuity of J.U.B. Engineers' services for the design and construction management of the capital improvements proposed for 2011.

RECOMMENDATION:

The Council may wish to sign an agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services associated with the 2011 Wastewater Collection System Capital Improvements at a cost not to exceed \$150,100.00

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

J-U-B ENGINEERS, INC

for

**CITY OF COEUR D'ALENE WASTEWATER UTILITY
2011 COLLECTION SYSTEM PROJECTS**

THIS AGREEMENT, made and entered into this 21st day of December, 2010 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **J-U-B ENGINEERS, INC.**, an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, The City has collection system projects scheduled for fiscal year 2011 summarized as follows:

- Sanitary sewer rehabilitation project, including cured-in-place pipe (CIPP) rehabilitation and open trench sewer replacements
- GIS Maintenance
- Inflow source identification and elimination

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

Section 1. Definitions. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83815.

C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.

D. The term "Fixed Fee" shall mean compensation based on the cost breakdown as shown in Attachment B – Fee Breakdown.

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

Section 3. Scope of Services. The Consultant shall perform the services described in Attachment "A," entitled Scope of Services, subject to and consistent with the terms of Attachment "A," attached hereto and incorporated herein by reference.

Section 4. Personnel.

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

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by December 31, 2011.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of One Hundred Forty-Five Thousand One Hundred Dollars and NO / 100 (\$145,100.00).

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Attachment "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

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

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

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

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the

Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

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

Section 11. Equal Employment Opportunity.

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

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

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

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

Section 13. Assignability.

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

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

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

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

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

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

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur

d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

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

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

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

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

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

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

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

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

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) days notice prior to cancellation of the policy for any reason, in which case the Consultant shall promptly notify the City.

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

ATTEST:

Name / Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of December, 2010, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, _____, before me, a Notary Public, personally appeared _____, of **J-U-B ENGINEERS, 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: _____

ATTACHMENT A

**SCOPE OF SERVICES
City of Coeur d'Alene Wastewater Utility
2011 Collection System Projects**

**TASK 1
PIPE REHABILITATION PROJECT - CURED-IN-PLACE-PIPE REHABILITATION AND OPEN
TRENCH SEWER REPLACEMENTS**

Objective

The purpose of this task is to:

- Develop a bid package for one open trench replacement project, with approximately 930 LF of sanitary sewer.
- Review approximately 10,000 to 14,000 LF of 8- to 15-inch sanitary sewer lines, prioritize the lines for rehabilitation in 2011 or subsequent years, and develop one bid package for approximately 10,000 to 14,000 LF of Cured-in-Place-Pipe (CIPP) rehabilitation.
- Provide bidding support, construction administration, and observation for the CIPP and open trench projects.

Approach

CIPP Rehabilitation: ENGINEER will review existing sewer line data to verify service locations, determine what additional closed-circuit television (CCTV) inspection is necessary, field verify pipe sizes for the reaches in question, determine approximate depths to inverts, and evaluate current condition of the main lines and service connections. Preliminary design for the reaches selected by the City for CIPP rehabilitation in 2010 will include a recommendation to the CITY on the type and extent of point repairs believed necessary prior to CIPP rehabilitation.

Open Trench: Preliminary design will include survey and subsequent development of concept plans and profiles. The final design phase will result in developing plans and specifications for construction, submittal for CITY review and approval, and final edits based on review comments from the City and IDEQ, as applicable.

The bidding phase will include advertisement, a pre-bid conference, bid opening, and a bid review and recommendation to the CITY. The construction phase will include contract administration, construction observation, preparation of record drawings, and project close-out.

The approach will be broken into the following subtasks:

- Prioritization and Preliminary Design
- Final Plans and Specifications
- Contract Bidding and Award
- Construction Administration and Observation
- Project Close-out

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

Task 110 - Prioritization and Preliminary Design (Items 110.02 through 110.07 and 110.16 through 110.25 on the attached Labor-Hour Estimate): Gather, document, review existing conditions and identify potential construction conflicts. Develop preliminary plans for initial discussion and review by the CITY. The activities are as follows:

- CIPP:
 - Coordinate CCTV inspection of lines identified by the CITY as a top priority for rehabilitation in 2011 and potentially 2012. The CCTV inspection will be performed by others, as coordinated by the CITY.
 - Review video inspection logs and videos of sewer mains identified by the CITY to determine general pipe condition, identify specific reaches that are suitable for CIPP rehabilitation, and prioritize the lines for rehabilitation based on CITY-specific scoring criteria developed in prior years. It is estimated that approximately 10,000 to 14,000 LF of sanitary sewer will be reviewed as part of this project.
 - Field verify and document existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for the CIPP work. Manhole condition will be summarized in a table for the CITY.
 - Recommend point repairs necessary prior to CIPP rehabilitation for the CITY's review. Point repairs identified by J-U-B will be performed and/or coordinated by the CITY as necessary to accommodate CIPP rehabilitation.
 - Develop CIPP concept drawings for review with the CITY. The concept plans will indicate those reaches recommended for CIPP rehabilitation and indicate the corresponding prioritization based on a review of the CCTV inspections and established scoring criteria. Service laterals will not be shown on the concept plans.
- Open Trench:

- The following sanitary sewer reaches will be considered for construction in 2011:
 1. Alley between Coeur d'Alene Avenue and Lakeside Avenue, from 3rd Street to 4th Street, from Manhole BUS2-02A to BUS4-01; approximately 350 ft.
 2. Alley between 4th Street and 5th Street, south of Harrison Avenue, from Manhole CEN1-14G to CEN1-14E; approximately 360 ft.
 3. Alley between 5th Street and 6th Street, north of Harrison Avenue, from Manhole M1-59B to M1-59A; approximately 220 ft.

- Collect topographical survey for open trench Reaches 2 and 3(above); survey for Reach 1 was completed under the 2010 project. Survey will include collection of surface improvements within the alleys and streets in the CITY right-of-way for the projects, sanitary sewer locations and depths to inverts, utilities as marked by the utility owners based on a One Call for construction (request to be made by J-U-B), utilities as marked by CITY water and stormwater utilities, and any available property pins within the project area. Property lines will be approximated using the CITY's GIS database and the County Assessor's Map; a boundary survey is not included in this scope.

- Develop one concept drawing each for the open trench reaches based on replacing the existing sanitary sewer main lines (6- or 8- inch) with 8-inch sanitary sewers along the same alignment, or minor adjustments in alignment within the existing alleys' extents, and matching inverts. The concept drawings will include a CITY-provided orthophoto of the project area and assessor map.

- Services will be located at the main line based on closed circuit television (CCTV) performed by others. The laterals will be designed for reconnection at the sewer main only; no new laterals or extensions will be included in the project.

- Provide assistance for dye testing each alley to identify residences and / or businesses on the reaches scheduled for replacement. J-U-B will provide one person for an eight hour day to assist the CITY during the dye testing; the CITY will provide additional labor as appropriate and the dye for testing.

- Conduct a title search of potentially impacted properties immediately adjacent to the projects to determine if easements for the sewer mains have been previously recorded. Since the outcome of this search is not known and the alignments may change during concept, preparing exhibits and descriptions for impacted property owners is considered an additional services task.

- Review concept drawings and concept opinions of probable cost with the CITY Wastewater Utility for concurrence before proceeding with final design.
- Submit a set of the concept drawings to potentially affected utilities for their information.

Task 110 - Final Plans and Preparing Bid Documents (Items 110.08 through 110.14 and 110.26 through 110.35 on the attached Labor-Hour Estimate): Based on CITY comments from the concept design, the concept drawings will be finalized for bidding purposes in 2011. The activities are as follows:

- The CITY may choose not to complete final design of portions of the CIPP and Open Trench projects, nor bid and construct those portions in 2010 due to budget constraints. Therefore final design for some elements may not be completed under this project. Re-designing or updating the plans or specifications for bidding and construction in subsequent years or projects will be considered an additional services task.
- CIPP Rehabilitation: Develop bid documents, specifications, and final plans suitable for competitive bidding in 2011 based on CITY comments. The Contract Documents will be based on the latest edition of the ISPWC with supplemental technical specifications as required for the project. Final plans will include service laterals for reinstatement at the sewer main only; one additional set will be provided with a CITY-provided ortho-photo of the project areas for CITY review of lots potentially served by multiple laterals. Since budget may be an issue, the Contract Documents may contain additive alternates in the CIPP project, as determined by CITY, to be awarded if sufficient budget is available.
- Open Trench Replacement: Develop bid documents, technical specifications, and final plans for competitive bidding in 2011. The Contract Documents will be based on the latest edition of the ISPWC with supplemental technical specifications as required for the project. Since budget may be an issue, the Contract Documents may contain alternates, as determined by CITY, to be awarded if sufficient budget is available.
- Conduct internal QC/QA of the Contract Documents.
- Provide Engineer's opinion of probable construction cost for the projects.
- Submit five sets of plans, specifications, and contract documents to the CITY Wastewater Utility for final review and approval. Wastewater will distribute the five copies to the City Engineering Department, Water Department, Storm Sewer Department, legal department, IDEQ (following a QLPE review), and other departments as CITY deems necessary.
- Submit one set of Open Trench plans each to potentially affected utilities (communication, power, gas, etc.) for informational purposes.
- Incorporate CITY and IDEQ comments (as applicable) and develop final bid sets.

- Provide 20 sets of final Contract Documents for the CIPP project, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, and interested contractors.
- Provide 20 sets of final Contract Documents for the Open Trench Replacement project, including half sized plans (11x17), bid forms, contract forms, and technical specifications. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, affected utilities and interested contractors.

Task 120 - Contract Bidding and Award, and Administration (Items 120.02 through 120.18 on the attached Labor-Hour Estimate): The CITY will advertise and distribute the final Contract Documents for bidding purposes. ENGINEER will perform construction support as noted in J-U-B Standard Exhibit B - Construction Phase Services and as follows:

- Conduct one pre-bid meeting at the CITY offices for the open trench project; a pre-bid meeting for the CIPP project is not expected due to a general lack of attendance by potential bidders in previous years.
- Respond to bidders' questions during the bid phase, and prepare and issue addenda as required to modify the plans or specifications.
- Assist in bid openings at CITY Hall, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to the CITY regarding the responsiveness of the bids.
- Prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by the CITY, and assist in the contract award.
- As required by the CITY, provide administrative and observation support during construction, administration services as needed for the projects.
- For the CIPP project, conduct one pre-construction conference with the CITY, Contractor, and other interested parties.
- For the open trench projects, conduct one pre-construction conference with the CITY, Contractor(s), and other interested parties.
- Prepare and distribute an informational flyer, as reviewed and approved by CITY, for the open trench project to impacted homeowners upon City request. Coordinate with CIPP Contractor to verify an informational flyer, as reviewed and approved by CITY, is provided to impacted homeowners prior to beginning construction in the local project areas.
- Interpret the plans and specifications during construction in accordance with the terms of the ISPWC General Conditions. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.

- Provide administration of the construction contract as provided in the ISPWC General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- Provide construction observation and management services as necessary during construction. Specific activities include the following:
 - For the open trench project: observation of trenching, bedding, pipe installation, sewer service reconnections, backfill, quality assurance testing performed by the contractor(s), final video reviews, and final surface repair. The construction phase is assumed to occur over a continuous four week period.
 - For the CIPP project: observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspections to verify full reinstatement of services (as applicable). The construction phase is assumed to occur over a continuous four week period.
- Review contractor progress and pay requests, and prepare recommendations to the CITY.
- For each project, schedule a final walk-through to be attended by the CITY, ENGINEER, and Contractor(s), and develop a tentative list of items to complete the contractor's work. Once the contractor issues notice that the work is complete, conduct a subsequent walk-through to review status. Review final quantities and pay request from the Contractors. Submit final payment recommendations to the CITY for approval.
- Provide five complete sets of hard copy record drawings (per project) for CITY records.

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

- Coordinate or attend neighborhood informational meetings for the project(s).
- Prepare exhibits and descriptions for CITY's use in acquiring easements for the open trench reaches.
- Provide additional construction administration services due to delays in construction as a result of contractor's activities, or as requested by CITY, which extend the construction phase beyond the timeframe assumed above.
- Re-design or update the plans and specifications for bidding and construction in subsequent projects or years.

- Perform dye testing and related field work to identify if service laterals are active or inactive on the CIPP project.
- Assist the CITY in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Perform boundary survey work.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CITY in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the City with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction.
- And other additional services specifically requested by CITY

CIPP Schedule

The proposed schedule for Task 1 is as follows:

Task	Days
110 – Preliminary Design (from Notice to Proceed)	45
110 – Final Design (from approval of Preliminary Design)	45
120 – Bidding, Award, and Construction Administration	*
130 – Additional Services	N/A

** Dependent on construction schedules developed by the successful bidder*

Open Trench Schedule

The proposed schedule for Task 1 is as follows:

Task	Days
110 – Utility Locates (start date dependent on lack of snow cover)	15
110 – Preliminary Design (from completion of utility locates)	45
110 – Final Design (from approval of Preliminary Design)	45
120 – Bidding, Award, and Construction Administration	*
130 – Additional Services	N/A

** Dependent on construction schedules developed by the successful bidder(s)*

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

- Preliminary and Final Design: On a lump sum basis of \$51,800.
- Contract Bidding and Award, and Construction Administration: On a time and materials basis, using J-U-B's standard billing rates, estimated at \$58,300.
- Additional Services: On a time and materials basis, using J-U-B's standard billing rates, estimated at \$5,000.

TASK 2 GIS MAINTENANCE AND CAPITAL PROJECTS

Objective

The purpose of this task is to continue updating the existing Wastewater GIS database and improve its use and benefits to Coeur d'Alene Wastewater. The current system is used daily and contributes to the management of wastewater assets so periodic training will help the CITY gain the maximum benefit from this asset. Maps and data that make up the current GIS database will need periodic updates as new development occurs.

Approach

- ENGINEER will provide technical support for software, general GIS requirements, data collection, system troubleshooting, and quality assurance/quality control processes. As required, ENGINEER will also update mapping information as provided by CITY field crews and will help to refine GIS data capture and entry processes.

Task 2.1 Routine Services Aid the CITY in updating and maintaining the existing GIS database. The activities are as follows:

- Technical support phone calls for Software - ArcView, Spatial IM, Mapbook Maker, etc.; GIS - theory, analysis, project design; Data Collection; System troubleshooting; and QC/QA.
- Conduct routine GIS Maintenance. Respond to work orders and digital data from the CITY; Update CAD file with clean information from GIS; QC/QA (by ENGINEER and CITY staff); and update CITY computers with new additions/Orientation City staff (by telephone).
- As directed by CITY, update GIS model with new subdivisions and projects. These tasks include receiving digital or paper as-built data from City; review as-built data and populate database with feature attributes (GIS); update CAD file with clean information from GIS; QC/QA - (by ENGINEER and CITY staff); update City computers with new additions; Orientation of City staff (by telephone), and additional surveying and field data collection using global positioning surveying (GPS) as required.
- Update and provide regular training as requested. Training and support will be available on demand via web meetings (GotoMeeting) or onsite (we estimate 2 onsite training days per year). These tasks include developing work order process and related forms; update metadata (data source, accuracy, date, etc); audit and update GIS library to verify that directories are organized properly; provide GIS training on-site with CITY staff

Deliverables

No specific deliverables have been established, other than ongoing updates as noted above.

Schedule

Task 2 is on-going and will be conducted over the course of calendar year 2011, as requested.

Compensation: On a time and materials basis estimated at \$25,000, using J-U-B's standard billing rates.

TASK 3

INFLOW SOURCE IDENTIFICATION AND ELIMINATION

Objective

The purpose of this task is to assist the City of Coeur d'Alene with identifying and eliminating sources of inflow into the wastewater collection system. This task will build and expand upon existing modeling and the 2002, 2004, and 2005 Inflow Source Identification Technical Memoranda. To date, an estimated 15 to 16 acres of the approximately 60 acres of impervious area suggested by the hydraulic model calibration as contributing to peak flows have been identified in the previous field investigations. At this juncture, the most obvious inflow sources have been identified and active disconnection of inflow sources is planned in coming years. This task will provide support to the City on an as-needed basis.

Approach

Inflow source tracing analysis focused on the downtown, mid-town, East Sherman and "M" interceptor in the 2002, 2004, and 2005 projects. The focus of this continuing effort will be on the following items, or others as identified or requested by the City:

- Review and / or prioritization of inflow sources identified in previous years
- Assistance with removal programs to reduce potential inflow sources
- Development of an overall process to continue to identify and remove inflow sources

Deliverables

No deliverables have been identified at this time for Task 3.

Schedule

Task 3 is ongoing and will be conducted over the course of calendar year 2011, as requested.

Compensation: On a time and materials basis estimated at \$10,000, using J-U-B's standard billing rates.

Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2011 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Supplies / Expenses	Task Totals
110	Preliminary and Final Design										
110.01	<u>CIPP Rehabilitation</u>										
110.02	Prioritization and Preliminary Design (10,000 to 14,000 LF)										
110.03	Manhole condition and pipe size verification		1	4	20					\$ 50	\$2,300
110.04	Review CCTV inspection videos		1		32						\$2,900
110.05	Develop concept drawings for CIPP project; identify point repairs	1	1		8	8					\$1,600
110.06	Concept Opinion of Probable Cost		1	2	2						\$500
110.07	Concept / progress review with the CITY		2		2				2		\$700
110.08	Final Design (10,000 to 14,000 LF)										
110.09	General plan preparation	1	2		12	40					\$4,500
110.10	Specifications	1	6		4				4		\$1,800
110.11	Opinion of Probable Cost		2	4	4						\$1,000
110.12	Review with the CITY		2		2						\$500
110.13	QC/QA review	2	2								\$700
110.14	Final Plans and Bid Documents		4		4	8			12	\$100	\$2,700
110.15	<u>Open Trench:</u>										
110.16	Preliminary Design (three reaches)										
110.17	Topographical survey for the following:		2		4		8	24		\$250	\$5,700
110.18	- BUS2-02A to BUS4-01 (350 ft)	<i>completed under 2009 - 2010 contract</i>									
110.19	- CEN1-14G to CEN1-14E (360 ft)	<i>included above</i>									
110.20	- M1-59B to M1-59A (220 ft)	<i>included above</i>									
110.21	Utility coordination and locates		2		4						\$700
110.22	Basemap preparation (two reaches; one was completed in 2009-2010)		2		2	16					\$1,600
110.23	Concept development (three reaches)										
110.24	- BUS2-02A to BUS4-01 (350 ft)	1	2		12	12					\$2,400
110.25	- CEN1-14G to CEN1-14E (360 ft)		2		12	12					\$2,200
110.26	- M1-59B to M1-59A (220 ft)		2		12	12					\$2,200
110.24	Concept opinion of probable cost		4		4						\$1,000
110.25	Concept review with the CITY		2		2				2		\$700
110.26	Final Design (three reaches)										
110.27	General plan preparation										
110.28	- BUS2-02A to BUS4-01 (350 ft)	1	4		12	16					\$3,000
110.29	- CEN1-14G to CEN1-14E (360 ft)	1	4		12	16					\$3,000
110.30	- M1-59B to M1-59A (220 ft)	1	4		12	16					\$3,000
110.31	Specifications	1	6		4				4		\$1,800
110.32	Opinion of Probable Cost		2	4	4						\$1,000
110.33	Review with the CITY		2		2						\$500
110.34	QC/QA review	4	4								\$1,400
110.35	Final Plans and Bid Documents		4		8	12				\$200	\$2,400
	SUBTOTAL	14	72	14	196	168	8	24	24	\$600	\$51,800

Attachment B - Fee Breakdown
City of Coeur d'Alene Wastewater Utility
2011 Collection System Projects

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Supplies / Expenses	Task Totals
120	Bidding through Construction										
120.01	CIPP										
120.02	Bid advertisement/contractor coordination		1	2					2	\$ 50	\$500
120.03	Pre-bid meeting	<i>no pre-bid meeting will be conducted</i>									
120.04	Bid management (questions and addenda)		2		4				4		\$1,000
120.05	Bid opening and contract award	1	2						4		\$900
120.06	Pre-construction meeting		4		4						\$1,000
120.07	Construction Management (submittals, 4 weeks of construction, close out paperwork)	4	16		8				8		\$4,700
120.08	Observation (approx. 700 LF / day, 8 hrs / day)				160					\$ 240	\$13,900
120.09	Record drawings		2	4	12	12					\$2,500
120.10	Open Trench										
120.11	Bid advertisement/contractor coordination		1		4				2	\$ 50	\$700
120.12	Pre-bid meeting		4		4						\$1,000
120.13	Bid management (questions and addenda)		4		4				4		\$1,300
120.14	Bid opening and contract award	1	2						4		\$900
120.15	Pre-construction meeting		4		4				2		\$1,100
120.16	Construction Management (submittals, 4 weeks of construction, close out paperwork)	4	32		8				8		\$7,100
120.17	Observation (10 hrs/day, 4 weeks) and Surveying				200		4	8		\$ 240	\$19,200
120.18	Record drawings		2		12	16					\$2,500
	SUBTOTAL	10	76	6	424	28	4	8	38	\$ 580	\$58,300
130	Additional Services										
130.01	As Requested										\$5,000
TOTAL										\$115,100	
Preliminary and Final Design										\$51,800	
Bidding through Construction										\$58,300	
Additional Services										\$5,000	

DATE: December 21, 2010
TO: Mayor and City Council
FROM: Planning Director
SUBJECT: Professional Service Contract John Stamsos

Decision Point:

Consider approving a Professional Services Agreement with John Stamsos

Background

In September, the City Council approved Resolution 10-35 the 2010 Employee Separation Incentive – Letter of Agreements (LOA)

Senior Planner John Stamsos was the subject of one of those LOAs. As a part of that agreement a consulting services contract was to be approved that would provide for:

- o Consulting Services from John between January 2, 2011 and December 31, 2011 at 20 hours per month;
- o Payment not to exceed Six Thousand Dollars and N0/100 (\$6,000.00)

The attached contract provides that Mr. Stamsos will provide the following services:

Training and mentoring to the planners assuming public hearing duties.

This service includes but is not limited to:

- o Oversee and assist staff with preparation of staff reports and other written materials for public hearings at Planning Commission and City Council meetings;
- o Oversee and assist with technical support to the Planning Commission and City Council;
- o Present written and oral reports to the Planning Commission and City Council;
- o Provide information, assistance, and training to other planning staff members;
- o Other related assigned tasks as required.

A secondary focus of the consultant will be to assist staff in the development of Planning Commission and City Council directed regulatory documents and/or studies.

Decision Point Recommendation

Approve the Professional Services Agreement with John Stamsos.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

JOHN STAMSOS

THIS Agreement, made and entered into this 21st day of December, 2010, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **JOHN STAMSOS**, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Definition. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means John Stamsos, 904 East Garden Avenue, Coeur d'Alene, Idaho 83814
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City Council has approved Coeur d'Alene Municipal Resolution No. 10-035 which authorizes the 2010 employee Separation Incentive – Letter of Agreements (LOA) with selected employees including John Stamsos. Mr. Stamsos' LOA provides that a professional services contract will be entered into.

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

Section 3. Scope of Services.

- A. The Consultant will provide training and mentoring to the planners assuming public hearing duties. This service includes but is not limited to:
 - o Oversee and assist staff with preparation of staff reports and other written materials for public hearings at Planning Commission and City Council meetings;

- Oversee and assist with technical support to the Planning Commission and City Council;
- Present written and oral reports to the Planning Commission and City Council;
- Provide information, assistance, and training to other planning staff members;
- Other related assigned tasks as required.

A secondary focus of the consultant will be to assist staff in the development of Planning Commission and City Council directed regulatory documents and/or studies.

- B. The Consultant will not operate a motor vehicle or other like equipment in fulfilling this Agreement.

Section 4. Personnel.

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

Section 5. Time of Performance. The services of the Consultant shall be provided between January 2, 2011 and December 31, 2011 at twenty (20) hours per month.

Section 6. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant a sum not to exceed Six Thousand Dollars and NO/100 (\$6,000.00) which constitutes full and complete payment for the Consultant's professional services. Payment will be made no later than the 14th day of the month for the services rendered the previous month.
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its

obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done.

Section 8. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 9. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 10. Assignability.

- A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City.
- B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 11. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

Section 12. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 13. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 14. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 15. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 16. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 17. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 18. Standard of Performance. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession.

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

CITY OF COEUR D'ALENE

JOHN STAMSOS

Sandi Bloem, Mayor

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of December, 2010, 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 December, before me, a Notary Public, personally appeared **John Stamos**, whose name is subscribed to the within instrument and acknowledged that he 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: _____

RESOLUTION NO. 10-048

A resolution of City of Coeur d'Alene, of Kootenai County, Idaho, initiating the formation of Local Improvement District No. 150, describing the proposed boundaries; describing generally the improvements to be constructed in the proposed district; and providing for other matters properly relating thereto

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 150

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, as follows:

WHEREAS, the City of Coeur d'Alene, of Kootenai County, Idaho, (the "City"), is a municipal corporation operating and existing under and pursuant to the provisions of the Constitution and laws of the State of Idaho, and as such is authorized and empowered to create local improvement districts and to construct improvements pursuant to Idaho Code, Title 50, Chapter 17; and

WHEREAS, the City Council (the "Council") is desirous of initiating the creation of a local improvement district within the boundaries set forth herein;

NOW, THEREFORE, BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED as follows:

Section 1. Initiation of LID. The organization of Local Improvement District No. 150 ("LID No. 150") of the City is hereby initiated.

Section 2. Project. A general description of the improvements to be constructed within the boundaries of proposed LID No. 150 on Government Way from Dalton Avenue to Hanley Avenue (the "Project") is as follows:

A. The acquisition, construction and installation of water and sanitary sewer service lines to connect to the collection system of the City;

B. Acquisition of easements and/or rights-of-way, as necessary, together with engineering, legal, accounting, costs of bond issuance, costs of interim financing, costs of financial advice, and other costs incidental thereto. All work will be performed and all materials

supplied after the advertisement for bids therefore by giving notice calling for sealed bids for the construction of work.

Section 3 The boundaries of the proposed LID No. 150 and of the properties to be assessed are particularly described in Exhibit "A" which is attached hereto and by reference incorporated herein.

Section 4. The costs and expenses of the Project to be paid from special assessments to be assessed against the lots and parcels within proposed LID No. 150 according to the front foot method of assessment, all in accordance with Section 50-1707, Idaho Code.

Section 5. This Resolution shall take effect and be in full force from and after its passage and approval.

DATED this 21st day of December, 2010.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, City Clerk

I, the undersigned, City Clerk of the City of Coeur d'Alene, of Kootenai County, Idaho, hereby certify that the foregoing Resolution is a full, true, and correct copy of a Resolution duly adopted at a special meeting of the City Council, duly and regularly held at the regular meeting place thereof on December 21, 2010 of which meeting all members of said Council had due notice and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that said Resolution is a full, true, and correct copy of the original Resolution adopted at said meeting; and that said Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City on December 21, 2010.

Susan Weathers, City Clerk



Government Way Improvement Project LID 150 Boundary

- LID Parcels
- LID Boundary
- CDA City Limits

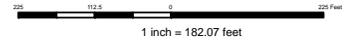


Exhibit "A"



RESOLUTION NO. 10-049

A Resolution of intention of the City of Coeur d'Alene, of Kootenai County, Idaho, to create Local Improvement District No. 150; describing the boundaries of the proposed district and the property proposed to be assessed; generally describing the improvements proposed to be constructed; stating the portion of the total cost which will be paid by the levy of assessments and that which will be paid from other sources; describing the method of assessment; stating the time and place when and where protests may be filed and when and where a public hearing will be held to consider any such protests; providing for the effective date of this resolution; and providing for other matters properly relating thereto

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 150

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, of Kootenai County, Idaho, as follows:

WHEREAS, the City of Coeur d'Alene, of Kootenai County, Idaho, (the "City"), is a municipal corporation operating and existing under and pursuant to the provisions of the Constitution and laws of the State of Idaho, and as such is authorized and empowered to create local improvement districts and to construct improvements pursuant to Idaho Code, Title 50, Chapter 17; and

WHEREAS, Idaho Code Section 50-1707 authorizes the City Council (the "Council") to initiate the formation of a local improvement district by resolution; and

WHEREAS, the City Council is of the opinion that it is in the best interest of the owners of property and of the inhabitants within the proposed Local Improvement District No. 150, and within the City, that the proposed Local Improvement District No. 150 be formed and the proposed improvements as hereinafter described be constructed;

NOW, THEREFORE, BE IT FURTHER RESOLVED, DETERMINED AND ORDERED as follows:

Section 1: Intention to Form LID No. 150. The City hereby determines and states that it is its intention to form a local improvement district to be designated "City of Coeur d'Alene Local Improvement District No. 150" ("LID No. 150") to make the improvements as hereinafter set forth.

Section 2: Boundaries of LID No. 150. The boundaries of proposed LID No. 150 and of the properties to be assessed are described in Exhibit “A” attached hereto and hereby made a part hereof. The Council is of the opinion that said description is sufficient to inform the owners of the subject property that is proposed to be assessed and the public improvements that are proposed to be constructed therein.

Section 3: Project. A general description of the improvements to be constructed on Government Way from Dalton Avenue to Hanley Avenue (the “Project”) is as follows:

- A. The acquisition, construction and installation of water and sanitary sewer service lines to connect to the collection system of the City;
- B. Acquisition of easements and/or rights-of-way, as necessary; and together with engineering, legal, accounting, costs of bond issuance, costs of interim financing, costs of financial advice, and other costs incidental thereto. All work will be performed and all materials supplied after the advertisement for bids therefore by giving notice calling for sealed bids for the construction of work.

Section 4: Costs of Project. The estimated total cost of the proposed Project is \$530,000, of which approximately \$215,000 shall be borne by and assessed against the properties specially benefited by such improvements. The remaining cost of the Project will be paid with funds from the City. The Council understands that further development of plans, and therefore cost figures, is ongoing and the dollar amount for this Project to be paid by assessments may change.

Section 5: Assessments. The costs and expenses of the Project to be paid from special assessments shall be assessed against the lots and parcels within proposed LID No. 150 according to a combination the front foot and benefits derived methods of assessment, all in accordance with Section 50-1707, Idaho Code.

Section 6: Objections to LID. All persons who may desire to object to the creation of proposed LID No.150 are hereby notified to file in writing a protest to the creation of the proposed LID No.150 with the City Clerk, prior to the date and time set for hearing such protests. January 18th 2011, at 6:00 P.M., at the Coeur d’Alene Library Community Room, 702 E. Front Avenue, Coeur d’Alene, Idaho 83814, is hereby fixed as the time and place for public hearing, at which time the owners of property to be assessed within proposed LID No.150 may appear before the City Council and be heard as to the propriety and advisability of acquiring and

improving the Project and which is the time and place when and where the Council will consider the creation of proposed LID No.150 and construction of the proposed improvements, and hear all complaints, protests, and objections that may be made in writing and filed with the Council on or before said time, by any owner of any parcel of land to be assessed.

Section 7: Notice of Hearing. Notice of hearing shall be given as follows:

A. By publication of such notice substantially in the form attached hereto as Exhibit "B" and hereby made a part hereof, in the official newspaper of the City, which notice shall be published in three (3) consecutive issues thereof if a daily newspaper, or in two (2) consecutive issues if a weekly newspaper.

B. By mailing a copy of such notice substantially in the form attached hereto as Exhibit "C" and hereby made a part hereof, by the Clerk to each record owner of property, if known, or his agent if known, within the boundaries of the proposed LID No. 150, addressed to such person at his post office address, if known, or if unknown, to the post office in Coeur d'Alene, Idaho. Ownership of property shall be determined as of the date of the adoption of this Resolution.

Said notice by publication and notice by mailing shall be given at least ten (10) days before the date of said hearing for protest of the creation of proposed LID No.150. Proof of publication shall be by affidavit of the publisher and proof of mailing shall be by affidavit of the Clerk.

Section 9: Effective Date. This Resolution shall take effect and be in full force from and after its passage and approval.

DATED this 21st day of December, 2010.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, City Clerk

* * * * *

I, the undersigned, City Clerk of the City Council of the City of Coeur d'Alene of Kootenai County, Idaho, hereby certify that the foregoing Resolution is a full, true, and correct copy of a Resolution duly adopted at a special meeting of the City Council, duly and regularly held at the regular meeting place thereof on December 21, 2010, of which meeting all members of said Council had due notice and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that said Resolution is a full, true, and correct copy of the original Resolution adopted at said meeting; and that said Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City on December 21, 2010.

Susan Weathers, City Clerk

NOTICE OF HEARING ON
CREATION OF LOCAL IMPROVEMENT DISTRICT

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 150

NOTICE IS HEREBY GIVEN that January 18th, 2011 at 6:00 P.M., in the Coeur d'Alene Library Community Room at 702 E. Front Avenue, Coeur d'Alene, Idaho, has been fixed as the time and place for a public hearing at which time the owners of property to be assessed within proposed Local Improvement District No. 150 ("LID No. 150") may appear before the City Council (the "Council") of the City of Coeur d'Alene, Idaho (the "City"), and be heard as to the propriety and advisability of creating LID No. 150 and acquiring and constructing the Project, as hereinafter described, and as the time and place when and where the Council will consider the creation of proposed LID No. 150 and the acquisition and construction of the proposed improvements, and hear all complaints, protests, and objections which may be made in writing and filed with the City Clerk of the City on or before said time by any owner of any parcel of land to be assessed.

The boundaries of the proposed LID No. 150 are described in Exhibit "A" attached hereto and hereby made a part hereof.

A general description of the improvements to be constructed on Government Way from Dalton Avenue to Hanley Avenue (the "Project"), as well as the estimated cost of such Project are as follows:

- A. The acquisition, construction and installation of water and sanitary sewer service lines to connect to the collection system of the City;
- B. Acquisition of easements and/or rights-of-way, as necessary; and together with engineering, legal, accounting, costs of bond issuance, costs of interim financing, costs of financial advice, and other costs incidental thereto. All work will be performed and all materials supplied after the advertisement for bids therefore by giving notice calling for sealed bids for the construction of work.

The estimated total cost of the proposed Project is \$530,000, of which approximately \$215,000 (or forty percent 40%) of the cost of the Project shall be borne by and assessed against the properties specially benefited by such improvements. The remaining cost of the Project will be paid with funds from the City.

The estimated assessment for individual property owners is just that, an estimate. Actual assessments may be higher or lower, based upon the actual cost of the project, but in no event can they be higher than the benefit of the improvement to the property.

The costs and expenses of the Project to be paid from special assessments shall be assessed against the lots and parcels within the proposed LID No. 150 according to a combination the front foot and benefits derived methods of assessment.

Written protests and objections to the creation of LID No. 150 or to the manner of assessment or inclusion of property therein may be filed with the City Clerk at or before 5:00 P.M. on January 18th, 2011, by mailing or delivery of the written protest to the City Clerk, Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, by any owner of any parcel of land to be assessed.

DATED this 21st day of December, 2010.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, City Clerk

Publish: Three consecutive issues of daily newspaper; or
Two consecutive issues of weekly newspaper.

NOTICE OF HEARING ON
CREATION OF LOCAL IMPROVEMENT DISTRICT

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 150

NOTICE IS HEREBY GIVEN that January 18th, 2011 at 6:00 P.M., at the Coeur d'Alene Library Community Room at 702 E. Front Avenue, Coeur d'Alene, Idaho, has been fixed as the time and place for a public hearing at which time the owners of property to be assessed within proposed Local Improvement District No. 150 ("LID No. 150") may appear before the City Council (the "Council") of the City of Coeur d'Alene, Idaho (the "City"), and be heard as to the propriety and advisability of creating LID No. 150 and acquiring and constructing the Project, as hereinafter described, and as the time and place when and where the Council will consider the creation of proposed LID No. 150 and the acquisition and construction of the proposed improvements, and hear all complaints, protests, and objections which may be made in writing and filed with the City Clerk of the City on or before said time by any owner of any parcel of land to be assessed.

The boundaries of the proposed LID No. 150 are described in Exhibit "A" attached hereto and hereby made a part hereof.

A general description of the improvements to be constructed on Government Way from Dalton Avenue to Hanley Avenue (the "Project"), as well as the estimated cost of such Project are as follows:

- A. The acquisition, construction and installation of storm sewer service lines to connect to the collection system of the City;
- B. Acquisition of easements and/or rights-of-way, as necessary; and together with engineering, legal, accounting, costs of bond issuance, costs of interim financing, costs of financial advice, and other costs incidental thereto. All work will be performed and all materials supplied after the advertisement for bids therefore by giving notice calling for sealed bids for the construction of work.

The estimated total cost of the proposed Project is \$530,000, of which approximately \$215,000 (or forty percent 40%) of the cost of the Project shall be borne by and assessed against the properties specially benefited by such improvements. The remaining cost of the Project will be paid with funds from the City.

The estimated assessment for individual property owners is just that, an estimate. Actual assessments may be higher or lower, based upon the actual cost of the project, but in no event can they be higher than the benefit of the improvement to the property.

The costs and expenses of the Project to be paid from special assessments shall be assessed against the lots and parcels within the proposed LID No. 150 according to a combination the front foot and benefits derived methods of assessment.

Written protests and objections to the creation of LID No. 150 or to the manner of assessment or inclusion of property therein may be filed with the City Clerk at or before 5:00 P.M. on January 18th, 2011 by mailing or delivery of the written protest to the City Clerk, Coeur d'Alene City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, by any owner of any parcel of land to be assessed.

DATED this 21st day of December, 2010.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, City Clerk

Property Owner: Parcel Number:

Estimated Assessment: \$_____



Government Way Improvement Project LID 150 Boundary

- LID Parcels
- LID Boundary
- CDA City Limits

225 112.5 0 225 Feet
1 inch = 182.07 feet

Exhibit "A"





CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2225 – FAX 208/769-2284

Finance Department Staff Report

Date: December 6, 2010

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2010.

HISTORY:

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31st of December for the preceding fiscal budget year for cities, counties, and highway districts.

FINANCIAL ANALYSIS:

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2009-10 was \$1,467,474.

PERFORMANCE ANALYSIS:

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2010.

Annual Road and Street Financial Report

Reporting Entity Name - Enter below by entity type		Please return, not later than December 31 , to: DONNA M. JONES IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720
City or Coeur d'Alene	County of City Kootenai	
County or		
Highway District	County of Hwy. District	

This certified report of dedicated funds is hereby submitted to the State Auditor as required by 40-708, *Idaho code*.

Dated this _____ day of _____, _____.	
ATTEST: Susan K Weathers, City Clerk	Sandi Bloem, Mayor
_____, City Clerk/Treasurer	_____, Mayor

City Clerk/County Clerk/District Secretary **(type or print name & sign)** Commissioners or Mayor **(type or print name & sign)**

Contact Phone Number: Vonnie Jensen (208) 769-2225

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2010

Line 1 BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	-9,098,466
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RECEIPTS

LOCAL FUNDING SOURCES		
Line 2	Property tax levy (for roads, streets and bridges)	200,000
Line 3	Sale of assets	4,000
Line 4	Interest income	19,607
Line 5	Fund transfers from non-highway accounts.	270,983
Line 6	Proceeds from sale of bonds (include LIDs)	252,211
Line 7	Proceeds from issue of notes (include loans)	
Line 8	Local impact fees	802,597
Line 9	Local option registration fee	
Line 10	All other LOCAL receipts or transfers in.	4,226,463
Line 11	Total Local Funding (sum lines 2 through 10).	5,775,861
STATE FUNDING SOURCES		
Line 12	Highway user revenue	1,467,474
Line 13	Sales tax/Inventory replacement tax	
Line 14	Sales tax/Revenue sharing	
Line 15	Other State funds (specify)	
Line 16	All other STATE receipts or transfers.	
Line 17	Total State Funding (sum lines 12 through 16).	1,467,474
FEDERAL FUNDING SOURCES		
Line 18	National Forest Reserve Apportionment	
Line 19	Critical bridge	
Line 20	STP Rural	
Line 21	STP Urban.	199,217
Line 22	All other FEDERAL receipts or transfers	82,719
Line 23	Total Federal Funding (sum lines 18 through 22)	281,936
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23)	7,525,271

DISBURSEMENTS		Page 2 of 3
NEW CONSTRUCTION		
Line 25	Roads	336,184
Line 26	Bridges, culverts and storm drainage	
Line 27	RR Crossing	
Line 28	Other - Bike Paths (specify - including salaries and benefits).	23,500
Line 29	Total New Construction (sum lines 25 through 28).	359,684
RECONSTRUCTION/REPLACEMENT/REHABILITATION		
Line 30	Roads (rebuilt, realign, or 2" overlay upgrade).	1,595,293
Line 31	Bridges, culverts and storm drainage	1,182,475
Line 32	RR Crossing.	
Line 33	Other - curbs / sidewalks (specify - including salaries and benefits).	2,435
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	2,780,203
ROUTINE MAINTENANCE		
Line 35	Chip sealing or seal coating	486,890
Line 36	Patching	347,861
Line 37	Snow removal	160,013
Line 38	Grading/blading	225,280
Line 39	RR Crossing.	
Line 40	Other - signs/signals/traffic control/safety training/special projects.	649,688
Line 41	Total Routine Maintenance (sum lines 35 through 40)	1,869,732
EQUIPMENT		
Line 42	New equipment purchase - automotive, heavy, other.	94,411
Line 43	Equipment lease - Equipment purchase	320,454
Line 44	Equipment maintenance.	455,986
Line 45	Other (specify).	
Line 46	Total Equipment (sum lines 42 through 45)	870,851
ADMINISTRATION		
Line 47	Administrative salaries and expenses.	384,839
OTHER		
Line 48	Right-of-way and property purchases	263,709
Line 49	Property leases	
Line 50	Street lighting	610,720
Line 51	Professional services - audit, clerical, and legal.	7,044
Line 52	Professional services - engineering.	367,621
Line 53	Interest - bond (include LIDs).	61,206
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	627,451
Line 56	Redemption - notes (include loans)	
Line 57	Payments TO other local government.	
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	
Line 60	Total Other (sum lines 48 through 59)	1,937,751
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	8,203,059
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	(677,789)
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	
Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	(9,776,255)
Line 65	Funds on Line 64 obligated for specific future projects.	
Line 66	Funds on Line 64 retained for general funds and operations.	
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	(9,776,255)

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 12-07-2010

From: Jim Washko, Deputy Chief

Re: Self Contained Breathing Apparatus (SCBA)

DECISION POINT:

To allow the fire department to go to bid for a sole source vendor according to Idaho Statutes title 67, Chp 28, 67-2808. There is only one vendor, Municipal Emergency Services (MES), in the Northwest that can provide the Scott SCBA product we desire. This purchase is through the Assistance of Firefighters Grant program and we have been given \$269,705.00 with a 10% match.

HISTORY:

In 1997 the City of Coeur d'Alene purchased new SCBA's for the fire department. The SCBA's that we purchased in 1997 have served us well but their performance has started to faultier. The manufacturer has discontinued manufacturing several important parts in the last couple of years and the air bottles are coming up their 15 year life span and would need to be replaced in 2 years.

FINANCIAL ANALYSIS:

Last year we wrote an Assistance to Firefighters Grant (AFG) for new SCBA's for the fire department and received the grant in the first round for \$283,900.00 with the cities match at 10%. This Grant also included a new SCBA compressor to fill the SCBA's which will be presented to you a later date for approval. This grant allows us to purchase new SCBA's for at a huge savings to the city.

PERFORMANCE ANALYSIS:

. This new equipment will keep our firefighters as safe as the equipment will allow with new dependable personal alarm devices, quick rapid intervention (RIT) connections to supply air to a downed firefighter and the possible option of tracking devices for downed firefighters depending on RFP numbers. The RIT connections are also compatible with most of our mutual aid departments which adds another avenue of safety.

QUALITY OF LIFE ANALYSIS:

This grant for new SCBA's will take us into the next 15 years of service and ability to continue to provide the highest quality of service possible for our citizens.

DECISION POINT/RECOMMENDATION:

The council approves the Request for sole source bid for Scott SCBA's from MES

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 12-07-2010
From: Jim Washko, Deputy Chief
Re: Compressor / Fill Station for SCBA's

DECISION POINT:

To allow the fire department to go to bid for a Compressor/Fill Station for our Self Contained Breathing Apparatus. This purchase is through the Assistance to Firefighters Grant program and we have been given \$269,705.00 with a 10% match.

HISTORY:

In 1997 the City of Coeur d' Alene purchased new SCBA's for the fire department. The SCBA's that we purchased in 1997 are low pressure. With the new SCBA's being purchased through this same grant they will be high pressure and required a different compressor to meet the need for a higher pressure fill.

FINANCIAL ANALYSIS:

Last year we wrote an Assistance to Firefighters Grant (AFG) for new SCBA's for the fire department and received the grant in the first round for \$283,900.00 with the cities match at 10%. This Grant also included a new SCBA compressor to fill the SCBA's. This grant allows us to purchase new compressor for at a huge savings to the city.

PERFORMANCE ANALYSIS:

. This new compressor will allow us to meet the need for our new SCBA's.

QUALITY OF LIFE ANALYSIS:

This grant for new SCBA's will take us into the next 15 years of service and ability to continue to provide the highest quality of service possible for our citizens.

DECISION POINT/RECOMMENDATION:

The council approves go to bid for a compressor/Fill Station

**CITY COUNCIL
STAFF REPORT**

DATE: December 21, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Appleway Square Addition, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: H. James Magnuson
Magnuson Properties Partnership
1250 Northwood Center Court
Suite "A"
Coeur d'Alene, ID 83814
- b. Location: Northwest corner of W. Appleway Avenue and US Hwy. 95.
- c. Previous Action: Preliminary plat approval – November 2010.

FINANCIAL ANALYSIS

There are no financial issues with this subdivision.

PERFORMANCE ANALYSIS

This is a replat of existing lots and there are no infrastructure developments that need to be addressed. All required improvements were previously installed and accepted with the underlying development, and, the site is fully developed.

DECISION POINT RECOMMENDATION

Approve the final plat document.

APPLEWAY SQUARE ADDITION

ALL OF TRACT 15 AND PART OF TRACTS 14, 16, 17 AND 18, FRUIT LANDS ADDITION ACRE TRACTS IN THE SE 1/4 OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M. CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET 2 OF 2

OWNER'S CERTIFICATE

I, H. JAMES MCGINLON, TRUSTEE/PARTNER, AN IDAHO RESIDENT, AM THE RECORD OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

A PARCEL OF LAND BEING ALL OF TRACT 15 AND A PORTION OF TRACTS 14, 16, 17 AND 18, FRUIT LANDS ADDITION ACRE TRACTS AS RECORDED IN BOOK 10 OF PLATS AT PAGE 12 AND BEING LOCATED IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A SET MAG NAIL MARKING THE SOUTHWEST CORNER OF TRACT 17, FRUIT LANDS ADDITION ACRE TRACTS AS RECORDED IN BOOK 10 OF PLATS AT PAGE 12 AND NORTH 00° 00' 21" WEST, 26.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 2;

THENCE, ALONG THE WEST LINE OF SAID TRACT 17, NORTH 00° 00' 21" WEST, A DISTANCE OF 136.74 FEET TO A FOUND IRON ROD AND PLS 862 CAP;

THENCE, NORTH 88° 08' 12" WEST, A DISTANCE OF 58.38 FEET TO A FOUND 5/8" IRON ROD; SOUTH 00° 12' 13" WEST, A DISTANCE OF 22.02 FEET TO A FOUND 5/8" IRON ROD;

THENCE, NORTH 88° 56' 04" WEST, A DISTANCE OF 70.67 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT 18;

THENCE, ALONG THE WEST LINE OF SAID TRACT 18, NORTH 00° 00' 21" WEST, A DISTANCE OF 79.82 FEET TO THE SOUTHWEST CORNER OF LOT 5, STODDARD'S ADDITION AS RECORDED IN BOOK 10 OF PLATS AT PAGE 118;

THENCE, ALONG THE SOUTH LINE OF LOTS 5 AND 6, STODDARD'S ADDITION, SOUTH 88° 55' 38" EAST, A DISTANCE OF 326.00 FEET TO THE SOUTHEAST CORNER OF LOT 6;

THENCE, ALONG THE EAST LINE OF LOTS 7, 8 AND 9, STODDARD'S ADDITION, NORTH 00° 01' 58" WEST, A DISTANCE OF 395.07 FEET TO THE NORTHEAST CORNER OF LOT 9;

THENCE, ALONG THE WEST BOUNDARY OF SAID TRACT 14, SOUTH 00° 00' 21" WEST, A DISTANCE OF 396.65 FEET TO THE POINT OF BEGINNING;

THENCE, ALONG THE NORTH LINE OF TRACTS 16, 15 AND 14, SOUTH 88° 55' 38" EAST, A DISTANCE OF 396.65 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 95;

THENCE, ALONG SAID WEST BOUNDARY-SIDE LINE SOUTH 00° 00' 21" WEST, A DISTANCE OF 812.21 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 14;

THENCE, ALONG THE SOUTH LINE OF TRACTS 14, 15, 16 AND 17, NORTH 88° 55' 38" WEST, A DISTANCE OF 396.65 FEET TO THE POINT OF BEGINNING;

SAID OWNER HAS CAUSED THE SAME TO BE PLATTED INTO LOTS AND BLOCK TO BE INCORPORATED AS "APPLEWAY SQUARE ADDITION".

RESERVING EASEMENTS SHOWN ON THE FACE OF THE PLAT.

SUBJECT TO EXISTING EASEMENTS OF RECORD OR IN VIEW.

DOMESTIC WATER SHALL BE SUPPLIED TO THE LOTS PLATTED HEREON BY THE CITY OF COEUR D'ALENE.

SANITARY SEWER SERVICE SHALL BE SUPPLIED TO THE LOTS PLATTED HEREON BY THE CITY OF COEUR D'ALENE.

MCGINLON PROPERTIES PARTNERSHIP

H. JAMES MCGINLON, TRUSTEE/PARTNER

STATE OF IDAHO, COUNTY OF KOOTENAI, SS.

ON THIS _____ DAY OF _____ IN THE YEAR 20____, BEFORE ME,

A NOTARY PUBLIC FOR THE STATE OF IDAHO, PERSONALLY APPEARED H. JAMES MCGINLON, TRUSTEE/PARTNER OF MCGINLON PROPERTIES PARTNERSHIP, IN THE PRESENCE OF _____ PARTNERSHIP OF MCGINLON PROPERTIES PARTNERSHIP, AND THE TRUSTEE/PARTNER WHO SUBSCRIBED SAID PARTNERSHIP NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

NOTARY PUBLIC FOR: _____
RESIDING AT: _____
COMMISSION EXPIRES: _____

CITY COUNCIL APPROVAL

THIS PLAT APPROVED AND ACCEPTED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO ON THE _____ DAY OF _____, 20____.

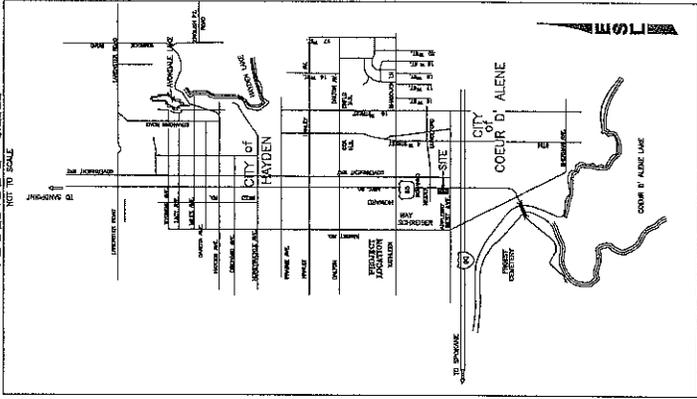
MAYOR CITY OF COEUR D'ALENE _____ ATTEST: CITY CLERK _____

CITY ENGINEER'S APPROVAL

ON THIS _____ DAY OF _____, 20____, I HAVE EXAMINED THIS PLAT AND APPROVED THE SAME FOR FILING.

COEUR D'ALENE CITY ENGINEER _____

VICINITY MAP



COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., IN BOOK _____ OF PLATS ON PAGE _____ AT THE REQUEST OF _____

KOOTENAI COUNTY RECORDER _____

COUNTY TREASURER'S AFFIDAVIT

I HEREBY CERTIFY THIS _____ DAY OF _____, 20____, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH _____ KOOTENAI COUNTY TREASURER _____

COUNTY SURVEYOR'S APPROVAL

I HEREBY CERTIFY THIS _____ DAY OF _____, 20____, THAT I HAVE EXAMINED THIS SUBMISSION PLAT AND APPROVED SAME FOR FILING.



KOOTENAI COUNTY SURVEYOR _____

HEALTH DISTRICT APPROVAL

A SANITARY RESTRICTION ACCORDING TO IDAHO CODE 56-1-1256 TO 56-1-1259 IS IMPOSED ON THIS PLAT AND SHALL BE EFFECTIVE UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT I _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT I _____

SURVEYOR'S CERTIFICATE

I, JOHN P. MONACO, PROFESSIONAL LAND SURVEYOR NO. 4194, DO HEREBY CERTIFY THAT THIS PLAT OF APPLEWAY SQUARE ADDITION WAS DRAWN FROM AN ACCURATE SURVEY AND THAT THE POINTS PLATTED THEREON AND IS IN CONFORMITY WITH THE IDAHO CODE RELATING TO PLATS AND SURVEYS.

I FURTHER CERTIFY THAT THE OWNERS' CERTIFICATE SHOWN HEREON CONTAINS A TRUE AND ACCURATE DESCRIPTION OF THE LAND HEREIN SUBMITTED. ALL SURVEYS WERE PERFORMED AT THE REQUEST OF THE OWNERS.

JOHN P. MONACO, F.L.S., 4194



EMPIRE SURVEYING CONSULTANTS
P.O. BOX 12
HAYDEN LAKE, ID. 83835
(206) 772-8581
(206) 772-8582 FAX

APPLEWAY SQUARE ADDITION
TRACT 15 & PT TR. 14, 16, 17 AND 18, FRUIT LANDS ADDITION ACRE TRACTS,
RANGE 4 WEST, TOWNSHIP 50 NORTH, BOISE MERIDIAN, CITY OF COEUR D'ALENE, IDAHO

DATE	2088-101	DRAWN BY	2088-101	CHECKED BY	2088-101
DATE	09/09/2010	SCALE	AS SHOWN	DATE	09/09/2010
DATE	09/09/2010	SCALE	AS SHOWN	DATE	09/09/2010
DATE	09/09/2010	SCALE	AS SHOWN	DATE	09/09/2010

**CITY COUNCIL
STAFF REPORT**

DATE: December 21, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Riverfront House Condominiums 1st Addition, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) unit condominium subdivision.

HISTORY

- a. Applicant: Clifford E. Mort
Big Rock, LLC
6812 E. Maplewood Avenue
Post Falls, ID 83854
- b. Location: Bellerive Lane, at the foot of Beebe Boulevard.
- c. Previous Action: Final plat of the Riverfront House Condominiums – April 2007.

FINANCIAL ANALYSIS

There are no financial issues with this subdivision.

PERFORMANCE ANALYSIS

This is a replat of the existing first floor of the Riverfront House Condominiums building on Bellerive Lane. There are no infrastructure developments that need to be addressed, and, all required improvements were previously installed and accepted with the underlying development. The site is fully developed at this time.

DECISION POINT RECOMMENDATION

Approve the final plat document.

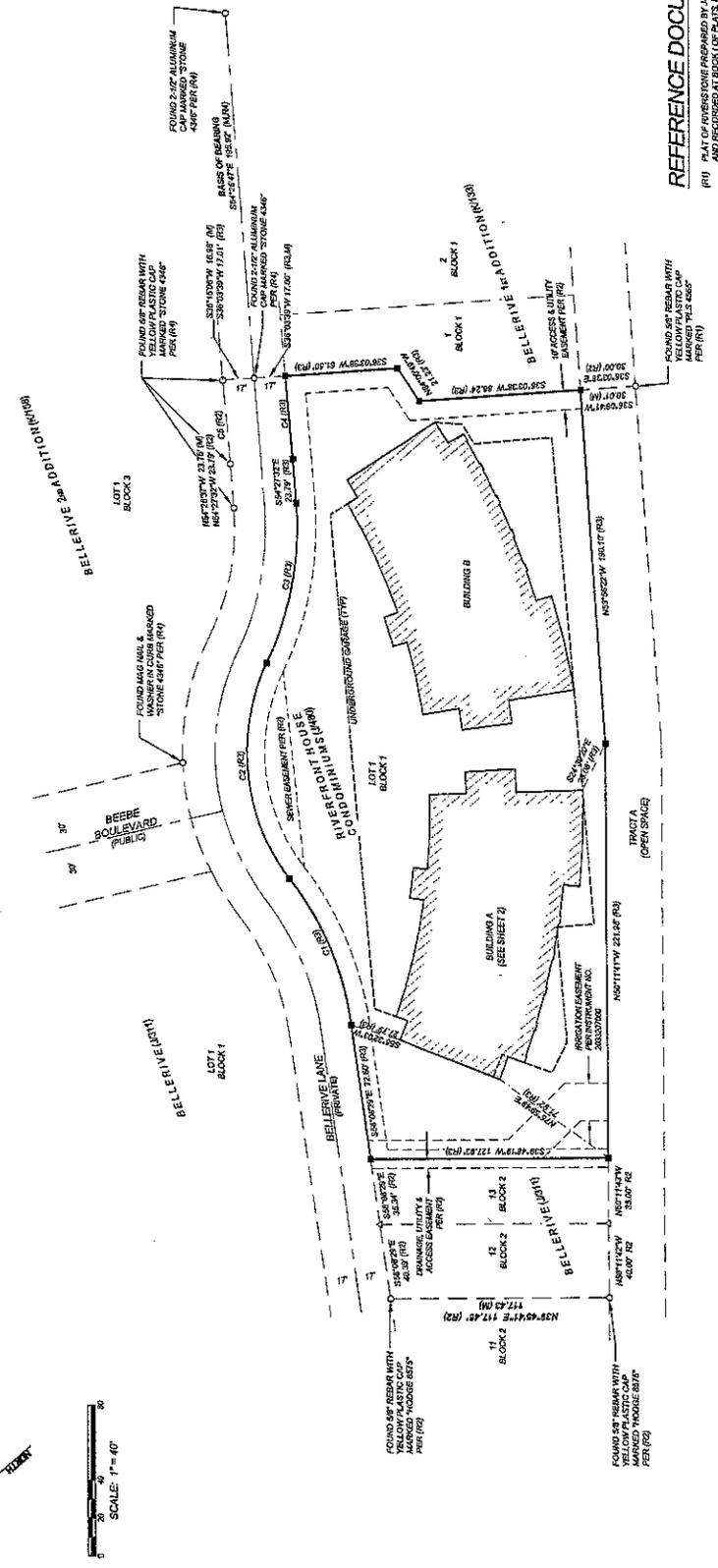
RIVERFRONT HOUSE CONDOMINIUMS 1st ADDITION

A REPLAT OF UNIT COMMERCIAL 1, BUILDING A, RIVERFRONT HOUSE CONDOMINIUMS,
SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NUMBER _____



SCALE: 1" = 40'



CURVE	LENGTH	BEARINGS	DELTA	CHORD
C1	63.20'	197.00'	29.7130°	65.30'
C2	72.09'	110.00'	57.5353°	74.83'
C3	85.37'	107.00'	39.7130°	87.25'
C4	41.73'	208.00'	1.7132°	41.92'
C5	44.73'	208.00'	1.7132°	44.92'

LEGEND

- ▲ CALCULATED POINT NOTING SET
- FOUND MONUMENT AS NOTED
- SET 30" x 30" REBAR WITH PLASTIC CAP MARKED PLS #02
- PROPERTY BOUNDARY
- - - EXISTING LOT LINE
- - - EXISTING EASEMENT LINE
- (M) MEASURED
- DIMENSION POINT

RECORD INFORMATION

ALL PROPERTY INTERESTS FOR LOT 1, BLOCK 1, OF RIVERFRONT HOUSE CONDOMINIUMS WERE RESET IN ACCORDANCE WITH THE RECORDED PLAT OF RIVERFRONT HOUSE CONDOMINIUMS 1ST ADDITION AT BOOK 1 OF PLATS, PAGE 88, RECORDS OF KOOTENAI COUNTY, IDAHO.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PLAT IS THE MERIDIAN OF THE TOWNSHIP MERIDIAN AND ON (M) PLATS SOUTH OF 20° 47' EAST.

NOTE

THESE WERE NO OTHER PLANS TO SHOW ALL OF THE PROPOSED FEATURES OF THIS PROPERTY, AND ANY UNRECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

- (R1) PLAT OF RIVERFRONT HOUSE CONDOMINIUMS 1ST ADDITION, PREPARED BY JAE ENGINEERS, INC. AND RECORDED AT BOOK 1 OF PLATS, PAGE 88, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R2) PLAT OF BELLEVERE PREPARED BY JAE ENGINEERS, INC. AND RECORDED AT BOOK 1 OF PLATS, PAGE 81, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R3) PLAT OF RIVERFRONT HOUSE CONDOMINIUMS PREPARED BY JAE ENGINEERS, INC. AND RECORDED AT BOOK 1 OF PLATS, PAGE 88, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R4) PLAT OF BELLEVERE PREPARED BY JAE ENGINEERS, INC. AND RECORDED AT BOOK 1 OF PLATS, PAGE 81, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R5) PLAT OF BELLEVERE 2ND ADDITION PREPARED BY TAYLOR ENGINEERS, INC. AND RECORDED AT BOOK 1 OF PLATS, PAGE 18, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R6) IMPROVED SUBDIVISION MAP 2081 WITHIN RECORDS OF KOOTENAI COUNTY, IDAHO.

1

3

LAKEL CITY ENGINEERING

3909 N. SARGENT WAY, STE 4
COEUR D'ALENE, ID 83814

DRAWING BY: _____
CHECKED BY: _____
SCALE: 1" = 40'
DATE: 11/24/2010
JOB NO.: 09-048



PLS. SEE L2-10-08 CONVEYANCE
PLS. SEE L2-10-08 CONVEYANCE

RIVERFRONT HOUSE CONDOMINIUMS 1st ADDITION

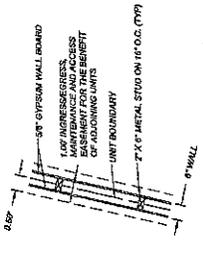
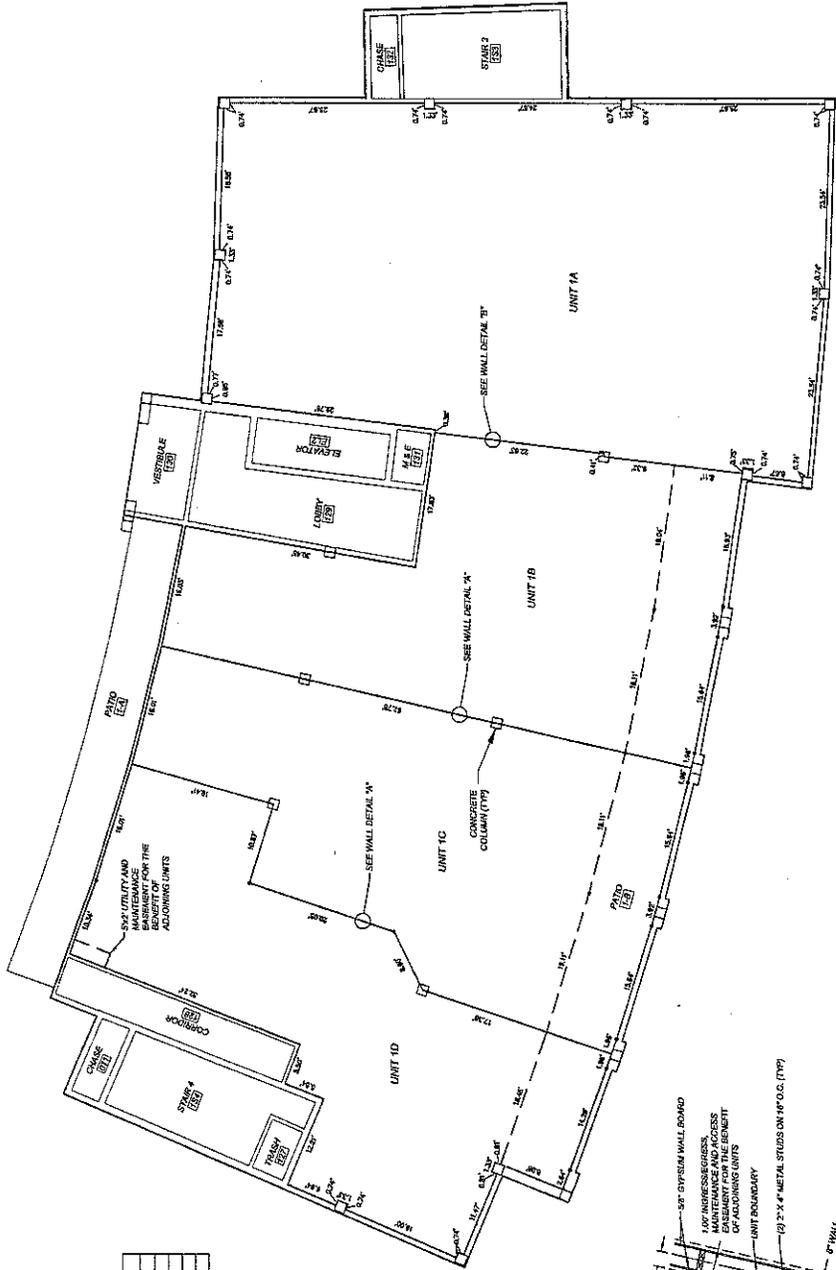
A REPLAT OF UNIT COMMERCIAL 1, BUILDING A, RIVERFRONT HOUSE CONDOMINIUMS,
SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NUMBER _____

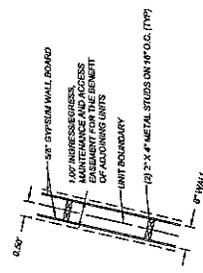


SCALE: 1" = 10'

UNIT MATRIX			
UNIT	FLOOR ELEV.	AREA	CEILING HEIGHT
UNIT 1A	2141.00'	3,063 SF	12.57'
UNIT 1B	2141.00'	2,063 SF	12.57'
UNIT 1C	2141.00'	2,063 SF	12.57'
UNIT 1D	2141.00'	1,852 SF	12.57'



WALL DETAIL "A"
NOT TO SCALE



WALL DETAIL "B"
NOT TO SCALE

DRAWN BY: GDM/COO
 CHECKED BY: DBS
 SCALE: 1" = 10'
 DATE: 12/22/20
 JOB NO.: 00448

2

3



NOTES:

- 1) THESE RECORDS DO NOT SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY NON-RECORDED EASEMENTS EXCEPT FOR THOSE SHOWN HEREON.
- 2) INFORMATION SHOWN HEREON IS BASED PRIMARILY ON AERIAL PHOTOGRAPHS AND SURVEY DATA AND IS THE MOST ACCURATE AS AVAILABLE AT THE TIME OF THE PREPARATION OF THIS PLAN.

LEGEND

- △ CALCULATED POINT, NOTHING SET
- FOUND MONUMENT AS NOTED
- CORNER MARKER, NOTHING SET
- MEASURED
- DIMENSION POINT
- PROPERTY BOUNDARY
- - - EXISTING LOT LINE
- - - EXISTING BASEMENT LINE

1) 2" X 4" METAL STUDS ON 16" O.C. (TYP)
 2) 6" WALL
 3) 6" WALL
 4) 6" WALL

RIVERFRONT HOUSE CONDOMINIUMS 1st ADDITION

A REPLAY OF UNIT COMMERCIAL 1, BUILDING A, RIVERFRONT HOUSE CONDOMINIUMS,
SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NUMBER _____

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
DATED THIS _____ DAY OF _____, 20____.

CITY OF COEUR D'ALENE - MAYOR _____
CITY OF COEUR D'ALENE - CLERK _____

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED
THIS PLAT DATED THIS _____ DAY OF _____, 20____.

CITY OF COEUR D'ALENE - CITY ENGINEER _____

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS
CERTIFICATE AND LEGISLATION HAVE BEEN PAID THROUGH _____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER _____

CONSENT TO RECORD

IN WITNESS WHEREOF, THE UNDERSIGNED BENEFICIARY, UNDER THAT CERTAIN DEED OR
TRUST COVERING THE REAL PROPERTY SHOWN DATED OCTOBER 19, 2008,
RECORDED _____ 96____ AS INSTRUMENT NO. 23717000, RECORDS OF
KOOTENAI COUNTY, IDAHO, HAVE HERETO SET THEIR SIGNATURES AS EVIDENCE OF
THEIR CONSENT TO THE SUBMISSION OF THE SUBJECT PROPERTY AND TO THE
THIS _____ DAY OF _____, 20____.
MARK R. BLODGETT PERSONAL PLAN

BY MARK R. BLODGETT PERSONAL PLAN

KOOTENAI COUNTY RECORDER

THIS PLAT WAS FILED AT THE REQUEST OF BIG ROCK, LLC FOR RECORD IN THE OFFICE OF
THE RECORDER OF KOOTENAI COUNTY, IDAHO,
THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF
PLATS, PAGE _____, AS INSTRUMENT NUMBER _____.

KOOTENAI COUNTY RECORDER _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT
COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE
CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 20____.



SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR WELLS, STATE OF IDAHO, DO
HEREBY CERTIFY THAT THE PLAT OF RIVERFRONT HOUSE CONDOMINIUMS 1st ADDITION
RECORDING INSTRUMENT NO. 23717000, FILED WITH ME FOR RECORD IN THE OFFICE OF
THE RECORDER OF KOOTENAI COUNTY, IDAHO, SET AS SEPARATE PLATS, SHALL BE SET
WITHIN ONE YEAR OF RECORDED HERETO IN ACCORDANCE WITH IDAHO CODE
96-1002 & 96-1031.

11/19/2010
DATE



VICINITY MAP
NOT TO SCALE

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT BIG ROCK, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT
CONDOMINIUMS 1st ADDITION, BEING A REPLAY OF UNIT COMMERCIAL 1, BUILDING A, RIVERFRONT HOUSE CONDOMINIUMS,
SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
HEREIN PARTICIPANTS, RECORDED AS FOLLOWS:

CONDOMINIUMS 1st ADDITION, BEING A REPLAY OF UNIT COMMERCIAL 1, BUILDING A, RIVERFRONT HOUSE CONDOMINIUMS,
SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,
CONTAINS 1888 SQUARE
FEET, MORE OR LESS.

GET FURTHER KNOWN THAT DOMESTIC WATER AND SANITARY SEWER FOR THIS PLAT ARE TO BE PROVIDED BY THE CITY OF
COEUR D'ALENE.

CLIFFORD E. MORT - PRESIDENT _____ DATE _____
BIG ROCK, LLC _____

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO, COUNTY OF KOOTENAI, SS.
ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME,
PERSONALLY APPEARED CLIFFORD E. MORT, known to me to be the
PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF BIG ROCK, LLC, AND
ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES ON _____

HEALTH DISTRICT APPROVAL

A SANITARY RESTRICTION ACCORDING TO IDAHO CODE 56-1006 AND 56-1008 IS IMPOSED ON THIS PLAT. NO
BUILDING, DWELLING OR SHEDS SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE
SATISFIED AND LIFTED. THIS PLAT APPROVED THIS _____ DAY OF _____, 20____.

PAINKILLER HEALTH DISTRICT I

SANITARY RESTRICTION SATISFIED AND LIFTED THIS _____ DAY OF _____, 20____.

PAINKILLER HEALTH DISTRICT I

PREPARED BY:	CLIFFORD E. MORT
DATE:	11/19/2010
BOOK NO.:	08-048
PAGE NO.:	3

3

3

LAKE CITY ENGINEERING
8000 N. SCHUBERT WAY, STE 4
COEUR D'ALENE, ID 83815
208.763.8558

PLAT NO. 24-2010 - 02-20pm
FILED OCT 24 2010

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 4.25
 Rec No 529128
 Date 11/13/2010
 Date to City Council: _____
 Reg No. 11/21/2010
 License No. _____
 By [Signature]

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 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 checked="" 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 <input checked="" type="checkbox"/> no <input type="checkbox"/> Transfer from <u>O & C Grocery</u> to <u>O & C Grocery</u>	\$ <u>4.25</u>

transfer of owner

Business Name	<u>C & C Grocery</u>
Business Mailing Address	<u>3280 W. Prairie Ave</u>
City, State, Zip	<u>Coeur d' Alene Id. 83815</u>
Business Physical Address	<u>3280 W. Prairie Ave</u>
City, State, Zip	<u>Coeur d' Alene, Id. 83815</u>
Business Contact	Business Telephone: <u>208-635-5191</u> Fax: <u>208-635-5281</u>
License Applicant	<u>Lonnie D. Chase</u>
If Corporation, partnership, LLC etc. List all members/officers	

MEMORANDUM

DATE: December 15, 2010
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled February 1, 2011, to hear public testimony regarding the 2011 Community Development Block Grant (CDBG) Funding Plan Year 2011 Annual Action Plan, for the HUD CDBG funds directly allocated to the City of Coeur d'Alene.

ANNOUNCEMENTS

OTHER BUSINESS

STAFF REPORT

DATE: December 15, 2010
FROM: Mike Gridley, City Attorney
SUBJECT: Assignment of JUB contract to LCDC

DECISION POINT:

LCDC and JUB are requesting that the City assign the contract between JUB and the City to LCDC.

HISTORY:

The city contracted with JUB to do a traffic study and conceptual design for the Educational Corridor. The next phase is to do actual design work for construction. LCDC, in conjunction with other stakeholders, will be directing the project and it is therefore appropriate that they are in contract with JUB.

FINANCIAL ANALYSIS:

There is no financial impact on the City.

DECISION POINT/RECOMMENDATION:

Staff recommends that the City Council approve the assignment of the City's contract with JUB to LCDC.

RESOLUTION NO. 10-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING THE ASSIGNMENT OF J.U.B. ENGINEER'S AGREEMENT TO THE LAKE
CITY DEVELOPMENT CORPORATION

WHEREAS, pursuant to Resolution No. 10-024, dated July 6, 2010, the City Council approved a Professional Services Agreement with J.U.B. Engineer's for the Educational Corridor Infrastructure Design; and

WHEREAS, staff is recommending that the City of Coeur d'Alene approve an Assignment of Engineer's Agreement 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 authorize the Assignment of Engineer's Agreement 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 21st day of December, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

ASSIGNMENT OF ENGINEER’S AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Coeur d’Alene, Idaho (the “City”), hereby grants, transfers, and assigns to the Coeur d’Alene Urban Renewal Agency dba Lake City Development Corporation (“LCDC”) all of the City’s present and future rights, title and interest in and to that certain Professional Services Agreement between the City and J-U-B Engineers, Inc. (the “Engineer”) dated as of July 6, 2010, as amended, for additional services and fees (the “Engineer’s Agreement”) including, without limitation, all subcontracts, rights and amendments relating thereto and all related substitute or replacement contracts, plans or specifications, upon the following terms and conditions.

1. The City represents and warrants that (i) the copy of the Engineer’s Agreement attached hereto as Exhibit A is a true and complete copy thereof and that the City’s interest therein is not subject to any claim of setoff or encumbrance; (ii) there has been no prior assignment of the Engineer’s Agreement; (iii) the Engineer’s Agreement is a valid, enforceable agreement; (iv) neither party is in default to the other under the Engineer’s Agreement; and (v) all covenants, conditions, and agreements have been performed as required in the Engineer’s Agreement, except those not due to be performed until after the date of this Assignment.

2. This Assignment shall constitute an assignment by the City and an assumption by LCDC of the City’s obligations under the Engineer’s Agreement and LCDC hereby agrees to perform all of the City’s obligations under the Engineer’s agreement.

3. The City hereby irrevocably constitutes and appoints LCDC as the City’s attorney-in-fact, in the City’s or LCDC’s name, to enforce all rights of the City under the Engineer’s Agreement.

4. This Assignment will be governed by the laws of the State of Idaho without regard to its conflict of law provisions. If there is a lawsuit, the City agrees to submit to the jurisdiction of the courts of Kootenai County, State of Idaho.

Dated effective _____, 2010.

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

**COEUR D’ALENE URBAN RENEWAL
AGENCY DBA LAKE CITY DEVELOPMENT
CORPORATION**

By: _____
Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

EXHIBIT "A"
Resolution No. 10-050

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
J-U-B Engineers, Inc.
for
The City of Coeur d'Alene
Education Corridor Preliminary Infrastructure Design

THIS Agreement, made and entered into this 6th day of July, 2010, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B ENGINEERS, Inc., an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, Idaho, 83815, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

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

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

Section 3. Scope of Services.

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

Section 4. Personnel.

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

EXHIBIT "A"
Resolution No. 10-050

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within One Hundred Twenty (120) calendar days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred Forty-One Thousand Three Hundred Eighty-One Dollars and NO/100 (\$241,381.00). This amount includes \$10,000 to be used for supplemental work upon written direction by the City.
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

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

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

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

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

Section 11. Equal Employment Opportunity.

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

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall

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participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

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

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

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

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

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

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

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invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

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

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

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

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

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

Section 23. City Held Harmless.

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

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Resolution No. 10-050

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

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

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

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

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, Inc.

Sandi Bloem, Mayor

By Dale Baune
Its Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

[Signature]
Name/Title Administrative Assistant

Exhibit A
Scope of Services

Education Corridor Preliminary Infrastructure Design

2010
FINAL

SECTION 1 - OVERVIEW

The project area will generally encompass the area between the Spokane River and Northwest Boulevard between Mullan Road and U.S.-95.

Work elements in this project include the following:

- **Circulation** - Extension of Hubbard alignment, typical street sections, intersection with River Avenue, River of Pines; typical street sections, intersection with Northwest Boulevard; identify gateway location(s) to corridor
- **Ped Bike Facilities** - Access across Northwest Boulevard at major intersections; pedestrian greenway along river front (River Avenue to U.S.-95 overpass); identify corridors, bike lanes, Centennial Trail; pedestrian access across dike road
- **Additional Accoutrements** - Treatment plant buffer; view corridors as they relate to street layout; utility location considerations along Hubbard alignment, sewer, water, fiber, communication; identify areas for public art; cost opinion for infrastructure components; recommended phasing of infrastructure construction

SECTION 2 - SCOPE OF SERVICES

Work Plan

Finalize Work Plan with City staff and Steering Committee members. Conduct project kickoff meeting, finalize design elements, project tasks, and milestones and public involvement.

1. *Public Involvement Plan* - Prepare a Public Involvement Plan addressing two (2) open houses, utilization of existing City website, and appropriate press releases.

Data Collection

Review Existing Plans: Existing plans will be reviewed and compared for common elements and differences. Plans to be reviewed include those prepared by The Mayor's Institute, M.I.G., Walker-Macy, North Idaho College, the City of Coeur d'Alene, and the Lake City Development Corporation.

Subtasks include:

2. *Review Existing Studies* - Research previous studies regarding the Education Corridor. Prepare a summary of similarities and differences between the previous studies. The developed summary of the previous studies will be presented to the Steering Committee in a summary text format.

Collect Traffic Data: Current traffic volumes will be collected on Northwest Boulevard and existing access points into the Education Corridor.

Subtasks include:

3. *Conduct Traffic Counts and Turning Movements* - Conduct 2-day traffic counts at four locations to supplement existing traffic counts. Conduct full turning movement counts onto Northwest Boulevard, including truck counts, for peak hour (2 hours evening) at three priority intersections—Mullan, Hubbard, and Garden. River Avenue counts will include volume only counts for each leg.

Surveying: A project base map showing topographic data, property ownership, parcel and right-of-way lines (per record data, not surveyed locations), aerial photographs and other pertinent information will be prepared. The base map will be drafted using data from a wide variety of sources, including the City of Coeur d'Alene, Kootenai County, North Idaho College, Federal and State GIS datasets, J-U-B ENGINEERS' in-house records and field data acquired by J-U-B ENGINEERS in selected critical areas.

Subtasks include:

4. *Collect and Compile Previous Topographic Data* - Collect topographic information from previous work performed for the City of Coeur d'Alene, North Idaho College, and others.
5. *Collect Record Drawing Information* - Compile record drawing information from previous projects along Northwest Boulevard and others.
6. *Perform Limited Topographic Field Survey* - Perform limited topographic survey to supplement data collected from record drawings and previous work. The field work will be limited to two and one half days of survey (2-man crew) to be applied to one or two of several key intersections or locations, and will be concept level data - not intended for design.
7. *Collect Right-of-Way and Parcel Information* - Utilize County Assessor maps and plats, and compile into base map. Parcel information will not include private homes in the Fort Grounds area.
8. *Create Base Map* - Compile all collected data to create a base map for use for preliminary design. The base map will be a compilation of data from numerous sources with varying acquisition dates and accuracy. It is intended for concept planning use only.

Complete Land Use Planning Inventory

9. *Website* - A link on the City website is an efficient and cost-effective way to reach the public, provide information, and receive comments. The site will be utilized to post project plans and keep stakeholders updated about public involvement opportunities by City staff. Prior to each Open House, J-U-B will provide public notice and plans to City staff for posting.

Identify Alternatives

Alternatives for roadway alignments, intersection placement and types, pedestrian and bicycle facilities, and transit facilities will be identified and presented to the Steering Committee for review and comment.

Subtasks include:

10. *Identify and Evaluate Roadway Alternatives* - Identify alternatives for potential road alignments, access points onto Northwest Boulevard and River Avenue, and intersection types. Up to three roadway alignments for Hubbard Street will be considered. Up to two alternate alignments for the connection of River Avenue to Northwest Boulevard will be considered.
11. *Identify Existing Transit Inventory and Needs* - Identify existing bus route and bus stop locations within the Education Corridor. Contact Citylink for potential changes in routes and future needs.
12. *Identify Existing Bicycle and Pedestrian Network* - Identify existing bicycle and pedestrian routes within and adjacent to the Education Corridor. The needs of commuter and recreational cyclists will be considered.
13. *Develop Report of Existing Conditions and Needs* - Evaluate above items and develop a brief summary report identifying what facilities exist and what facilities are needed for a well-connected network.

Alternative Analyses and Selection

Alternatives identified will be analyzed for functionality and for meeting the guiding principles of the Steering Committee. The alternatives will be presented to the Steering Committee for selection. Work for this portion of the project is broken out as follows:

Traffic Distribution (Future) Evaluation: Based on information from the previous studies, land use analysis, future traffic distributions, and existing growth projections, J-U-B will determine a feasible method for trip generation. J-U-B will utilize the Steering Committee feedback, City comments, current traffic counts, historic growth rates, and anticipated growth distribution in predicting future traffic patterns.

Subtasks include:

14. *Evaluate Growth and Distribution* - Develop 20-year growth rate and general growth distribution at the ingress and egress points to the Education Corridor.

15. *Determine Projected Roadway Traffic Volumes* - Using the growth rates developed, determine 20-year traffic volumes for Hubbard access, River access, and Mullan access using straight line projections.
16. *Perform Pedestrian Crossing Analysis* - Analyze pedestrian crossing alternatives for Northwest Boulevard and River Avenue. Countermeasures will be identified to improve pedestrian safety.
17. *Estimate Priority Intersection Movement Volumes* - Using the growth rates, traffic counts, and turning movements, the 20-year movement volumes will be determined for Hubbard intersection and River intersection. Should Garden Avenue be determined to be a key element during this study period, this can be added as a supplement. Mullan Avenue intersection is likely going to see significant change when the intersections of Hubbard and River are completed. At that time, a more comprehensive traffic analysis can be completed using better-established traffic patterns for determining the needs of this existing intersection.
18. *Traffic Distribution Quality Assurance* - A senior J-U-B staff member will conduct a quality assurance (QA) review. The QA comments will be addressed and incorporated into the draft transportation plan developed under subsequent tasks.

As part of re-scoping impacts to U.S. -95, off-ramp analysis will be limited to the impacts from queuing from Hubbard intersection.

If required, an origin-destination model will be developed under an additional services agreement.

Evaluate Utilities:

19. *Utility Conflict Evaluation* - Existing utilities will be identified during our field survey and review of existing plans. Research will occur to identify both above and underground facilities using one-call field marks and record maps. It is not anticipated that utility conflicts will need to be exposed via pothole excavation; this will be an additional service if warranted and agreed to by the City. Potential relocation issues identified will be documented and shown on the plans.
20. *Sewer Concepts* - Following the identification of the proposed roadway alignments, one alternate for extending city gravity sewer utility mains through the Old Mill Site to the sewer interceptor east of the wastewater treatment plant will be evaluated (including Centennial and the alley between Hubbard and Military). Manhole invert elevations will be surveyed within this specific area, i.e. the Old Mill Site, as part of these planning efforts. An overall plan view of this area with preliminary sewer main routing and inverts will be provided.

Sewer Interceptor relocation, stormwater collection lines, service lines, building service catches, lift stations, or flow generation analysis are not anticipated or part of this scope.

Transportation Infrastructure Report: A draft transportation infrastructure report outlining the findings of the study, inventory of existing roadway facilities, level of service analysis, traffic projections, and other relevant study data will be prepared and submitted to City and Steering Committee for review. J-U-B will meet with the City to receive and review

comments. The final report will incorporate these comments, where appropriate, prior to publishing the final report. J-U-B will provide one (1) bound copy of the final report and one (1) electronic copy.

Subtasks include:

21. *Construction Phasing* - Construction phasing alternatives will be evaluated. It is anticipated that up to three (3) options will be studied. It is anticipated that the phasing will be reviewed by the Steering Committee and they will provide comment.
22. *Transportation Infrastructure Report* - A report will be developed describing project background, existing conditions, traffic, potential conceptual signal locations, right-of-way and local issues, drainage concerns, bicycle and pedestrian issues, and documentation of feedback from local entities.
 - a. *Prepare Draft Report*: Prepare a draft report summarizing the results of the various work tasks.
 - b. *Prepare Draft Exhibits*: Prepare graphic exhibits for inclusion in the report, including roadway and pathways layout, typical sections, traffic volume and level of service summary, and priority project locations.
 - c. *Draft Transportation Plan Review*: Prior to submitting the draft transportation plan, a technical and editorial review of the plan will be conducted by a senior J-U-B staff member. The QA comments will be addressed and incorporated into the draft transportation plan. The transportation plan will be limited to those elements evaluated.
23. *Submit to City for Review* - Bind and submit draft plan to the City for review.
24. *Conduct Review Meeting* - Conduct a review meeting (at J-U-B) with the City to receive comments on the draft report.
25. *Prepare Final Report* - Incorporate comments, where appropriate, into the report and complete final editing. Prepare final report and an electronic copy. In an effort to promote continuity, elements that were developed during scoping but removed as part of this contract will be identified and briefly outlined as future needs.

Media Relations:

26. *Media Relations* - We will use local media outlets to help with public outreach, public meeting notification, and distribution of information about the project. Working with news media outlets will include the development and distribution of media releases. (Refer to Langdon Group Scope and Fee proposal.)

TLG anticipates two media releases to correspond with:

- Open House #1, (mid-July media release)
- Open House #2, (mid-September media release)

Preliminary Engineering

The selected alternatives for the Education Corridor, chosen by the Steering Committee, will be combined and incorporated into concept plans. The concept plans will be a starting point for subsequent Education Corridor projects as phases are developed and more detailed preliminary and final design plans are needed for construction.

27. *Street Layout Plan* - The street network design will be comprised of the following components:
- Street Section: Develop individual conceptual typical sections for each key identified street within the project area. Lane widths, on-street parking, landscape buffers, medians, and pedestrian/bicycle facilities will be illustrated in the typical sections (Hubbard and River Avenue).
 - Traffic Calming: Opportunities for effective traffic calming will be identified. Plan view traffic calming features such as curb bulbouts, raised intersections and crosswalks, raised medians, lane constrictions, and lane diverters will be considered where appropriate.
 - Pedestrian and Bicycle Facilities: Facilities for non-motorized transportation will be laid out in plan view. Rerouting of the Centennial Trail as well as localized shared use paths, bike lanes, and sidewalks will be depicted on the plans. Pedestrian access across Northwest Boulevard will be considered. City will provide draft proposed changes to stakeholders.
 - Transit Facilities: Locations of bus stops and amenities will be depicted on the plans based on comments received from the stakeholders, including Citylink.
 - Intersection Layout: Signalized intersections, roundabouts, and stop-controlled intersections will be incorporated in the concept where appropriate and as defined in the Scope.
28. *Utility Corridor Identification* - Future storm drainage, sanitary sewer, fiber optic, water, telephone, cable, and electrical utilities will be identified on the plans. Individual utility, private connections, and utility sizing will not be identified, but rather, a utility corridor will be located.
- Stormwater modeling and basin review are not included in this scope of services. Evaluation of stormwater treatment opportunities within the project can be done as an additional service at the City's request. A Reserve Fee for potential stormwater planning that may be required exceeding typical street catch basin and conveyance has been allocated in the estimate for use by the client if needed and only upon approval by the client.
29. *Landscape Coordination* - Street trees and related landscape improvements, including street trees, furniture, and opportunities for public display of art for the corridor, will be developed based on selection of the preferred alternative. Opportunities and possible locations for public art will be indentified with the stakeholders as part of the overall development plan. (Refer to Landmark Scope and Fee proposal.)
30. *Street Illumination Concept and Coordination* - Basic street illumination identification is part of this project. The plans will include the typical lighting layout or lighting levels as developed with City staff. Additional lighting items to be considered and

identified are street tree lighting, public art lighting, and bollard lighting. Lighting design plans, calculations, and illumination level analysis are not included in this project. J-U-B can perform a transportation corridor lighting level analysis as an additional service at the City's request (Refer to Landmark Scope and Fee proposal for lighting and banner pole selection.)

31. *Calculate Preliminary Roadway Quantities* - US customary unit quantity estimates will be prepared for the purpose of producing a preliminary budgeting-level cost estimate.
32. *Prepare Budgeting Construction Cost Estimates* - Estimated unit costs will be multiplied with the calculated quantities to develop budgeting-level estimates.
33. *QA/QC Review* - Conduct a QC/QA review of the concept design prior to submittal. Revise plans per the review comments.
34. *City Concept Plan Review and Meeting* - J-U-B will prepare and furnish an advance copy of the preliminary plans to the City and utilities for review and attend a preliminary plan package review meeting with City staff.
35. *Steering Committee Plan Review and Meeting* - J-U-B will prepare an updated package based on input from the City review meeting and present final recommendations to the Steering Committee for review and consensus.
36. *Final Plan Package Submittal* - J-U-B will revise the final package based on input from the Steering Committee plan review meeting, input from the landscape architect, and internal final review comments.
37. *Project Administration and Coordination* - General administration and invoicing, and client/team coordination (Estimate Project Manager @ 5 hrs/wk, Clerical @ 3 hrs/month).
38. *Steering Committee Meetings* - Attend regularly scheduled monthly steering committee meetings for five months (Estimate Principle/Project Manager/PE/Design Engineer/Clerical @ 3 hrs/ea).

Public Outreach: A professionally facilitated process that will allow the maximum amount of individual input and participation in an efficient time period will be offered with the following multiple venues for participation. Following the conclusion of each event, J-U-B/TLG will summarize results and lead a discussion about what we heard at the next SC meeting. (Refer to attached Langdon Group Scope and Fee proposal.)

39. *Public Open House #1 (July 29 at Library)* - This meeting will provide information about past studies and present this project's goals, objectives, schedule, and alternatives. Information presented will include alternatives for road alignments, access points, intersection types, etc. Public input will help identify potential issues and areas of concerns and provide community guidance for Steering Committee selection of alternatives. TLG will support City staff for organizing, scheduling, facilitating, and receiving comments.
40. *Public Open House #2 (Late September)* - This meeting will present the preferred project alternatives as determined by the Steering Committee and conceptual drawings of the future design. TLG will support City staff for organizing, scheduling, facilitating, and receiving comments.

END OF SCOPE

Mullan Avenue Traffic Calming Additional Scope

J-U-B ENGINEERS, Inc. will pick up limited data on the existing street section to be used for evaluation of alternatives for the future roadway section on Mullan and North Park Street.

Using this existing information, J-U-B will hold a design team meeting with our staff and City staff and discuss this street section and provide the following goals:

- Connecting two City parks
- Provide safe and friendly pedestrian crossing
- Provide traffic calming
- Address parking, access and other potential street parking options

Based on this meeting, J-U-B will develop two typical street sections, one for each street, for presentation to the Steering Committee for acceptance and review.

Additionally, J-U-B will look at the viability of a roundabout at the intersection of Park and Mullan Avenues.

J-U-B will complete this work for a Lump Sum amount of \$14,000. This dollar amount is included in the Contract Compensation amount in Section 6.A.

Fort Grounds Traffic Circulation Additional Scope

J-U-B ENGINEERS, Inc. will review the college perimeter traffic pattern and evaluate optional circulation alternatives. The effect of these alternatives on the following areas will be discussed:

- General public
- Fort Ground homeowners
- Campus parking
- Campus and homeowner ingress and egress

Optional street sections for Hubbard, south of the river, will be evaluated based on current right of way limits.

The following streets will be part of this Circulation Scope:

- Hubbard Street, south of the river
- Rosenberry Drive (dike road)
- Lakeshore Drive
- Park Drive
- Future Garden Avenue connection to Northwest Boulevard

Additionally, the impact of these potential circulation changes on River Street, Hubbard Street and Mullan Avenue will be discussed as well.

J-U-B will hold a design team meeting with City staff to discuss circulation options and then prepare limited graphic and exhibits to be used for talking points with the Steering Committee. Upon completion, J-U-B will briefly address Fort Grounds circulation in the Final Report.

J-U-B will complete this work for a Lump Sum fee of \$10,000. This dollar amount is included in the Contract Compensation amount in Section 6.A.

EXHIBIT "A"
 Resolution No. 10-050

Project Name: CDA Education Corridor Preliminary Infrastructure Design - Revised
 J-U-B Project Manager: Brad Marshall
 Consultant: Langdon Group
 Date: June 17, 2010

Task Item	Description	TLG Hours
Public Open House #1		
	Display board preparation, meeting prep, set up & break down by one Langdon member. Comment summary, necessary follow-up, and facilitated SC discussion by J-U-B.	15
Public Open House #2		
	Display board preparation, meeting prep, set up & break down by one Langdon member. Comment summary, necessary follow-up, and facilitated SC discussion by J-U-B.	15
General administrative and invoicing tasks; team coordination		4
TOTAL HOURS		34
Bryant Kuechle/Darla Christiansen average hourly rate x 3.3 multiplier: \$114 x 34 hours = \$3,876 + \$1,000 (travel expenses) =		\$4,876

June 16, 2010



J-U-B Engineers, Inc.

Attn: Mr. Brad Marshall, Senior Planner/Project Manager

7825 Meadowlark Way

Coeur d'Alene, ID 83814

Re: Education Corridor Infrastructure Fee and Scope Proposal

Dear Brad:

Pursuant to our discussions of yesterday, we submit this revised scope and fee proposal for our involvement in the Education Corridor Infrastructure Project. It is based on the components presented in the "schedule and Scope" exhibit included as part of our proposal to the City. The level of effort includes our participation in the tasks outlined plus, as necessary, an expanded summary of our efforts. These components are:

- Work Plan (Finalization)
- Data collection
- Identify Alternatives
- Alternative Analysis & Selection
- Preliminary Design

The scope and cost summary for each includes personnel and person-hours as indicated by the following:

JM – Jon Mueller KD – Keith Dixon
JG – Jennie Gibson

• WORKPLAN

Participation in tasks as noted.

JM – 40 2,760

Total \$2,760.00

Meetings: Team and Working Group

• DATA COLLECTION

Base Data Prep & Format

Review Existing Plans

Work w/Brad on Land Use Issues

JM – 28 3,220.00

Total \$3,220.00

Meetings: Team, working Group & Public

• IDENTIFY ALTERNATIVES

Participation in Road Alignment & Access Point Alternatives w/ Melissa, Alan & Dale

Participation in bike.ped alternatives with Chris

JM –56 6,440.00

KD –4 460.00

Total \$6,900.00

210 East Lakeside Avenue Coeur d' Alene, Idaho 83814 208-667-5614

EXHIBIT "A"
Resolution No. 10-050

EXHIBIT A

Meetings: Team, Working Group & Public

- ALTERNATIVE ANALYSIS & SELECTION
Participate in all tasks except intersection analysis
Provide Design Communications & Simulations

JM – 60	6,900.00
KD – 4	460.00

Total	\$7,360.00
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Meetings: Team, Working Group & Public

- PRELIMINARY DESIGN
All Tasks
Limited Focus under Placemaking:

- Planting/Buffering plans
- Art Locations
- Wayfinding/Signage
- Transit Stop Locations

JM – 60	6,900.00
KD – 4	460.00
JG – 20	1,500.00

Total	<u>\$8,860.00</u>
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Deliverables: Plans, Sketches, Simulations plus
digital copies and text for final
submittal.

TOTAL ALL COMPONENTS	\$29,100.00
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Please advise if you require any additional information or clarification with respect to this scope and fee summary. We are very pleased to be working with you all on this project and look forward to a great outcome on behalf of our clients.

Sincerely,
LANDMARK LANDSCAPE ARCHITECTS



Jonathan Mueller, FASLA

210 East Lakeside Avenue Coeur d' Alene, Idaho 83814 208-667-5614

EXHIBIT "A"

Resolution No. 10-050

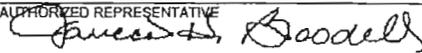
ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID NW JUBEN-1	DATE (MM/DD/YYYY) 06/22/10
PRODUCER The Hartwell Corporation - Cal PO Box 400 Caldwell ID 83606 Phone: 208-459-1678 Fax: 208-454-1114	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED J-U-B Engineers, Inc. 250 S Beechwood Ave, Suite 201 Boise ID 83709	INSURERS AFFORDING COVERAGE	NAIC #	
	INSURER A: Charter Oak Fire Insurance Co	25615	
	INSURER B: Liberty Insurance Underwriters		
	INSURER C: Travelers Casualty and Surety		
	INSURER D: Travelers Indemnity Co		
	INSURER E:		

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	680-7769N196	08/01/09	08/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA-7776N058	08/01/09	08/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB0540T50308 INCL WA STOP GAP	08/01/09	08/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B		Profes. Liability \$100,000 Deduct	AEE197131-0110	04/01/10	04/02/11	Ea. Claim \$7000000 Ann. Aggr \$7000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Coeur d'Alene Education Corridor Preliminary Infrastructure Design
 City of Coeur d'Alene, its entities and its representatives are additional insured for general liability as provided by attached policy form CGD381.
 *10-day Notice of Cancellation applies for Non-payment.

CERTIFICATE HOLDER COEUR01 City of Coeur d'Alene 710 E Mullan Coeur d'Alene ID 83816-3964	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN HOLM, PLANNER
DATE: DECEMBER 21, 2010
SUBJECT: RCA-2-10 – REQUEST TO CONSIDER ANNEXATION
LOCATION: +/- 6.3 ACRE PARCEL CONTAINING THE PRAIRIE TRAIL ADJACENT
TO THE RIVERSTONE DEVELOPMENT BETWEEN SELTICE WAY
AND THE SPOKANE RIVER

DECISION POINT:

City of Coeur d'Alene, Parks Department is requesting approval of a Request to Consider Annexation of a +/- 6.3 acre parcel containing the Prairie Trail adjacent to the Riverstone development between Seltice Way and the Spokane River.

If the request is approved, the applicant may proceed with filing a formal application for annexation to the City of Coeur d'Alene. If the application is denied, the applicant must wait one year before filing the same application again.

GENERAL INFORMATION:



1. **Area of City Impact:**

The area of request is within the Cœur d'Alene Area of City Impact boundary.

2. **Contiguity with City Boundary:**

The area of request is contiguous to existing city limits.

3. **Orderly Growth:**

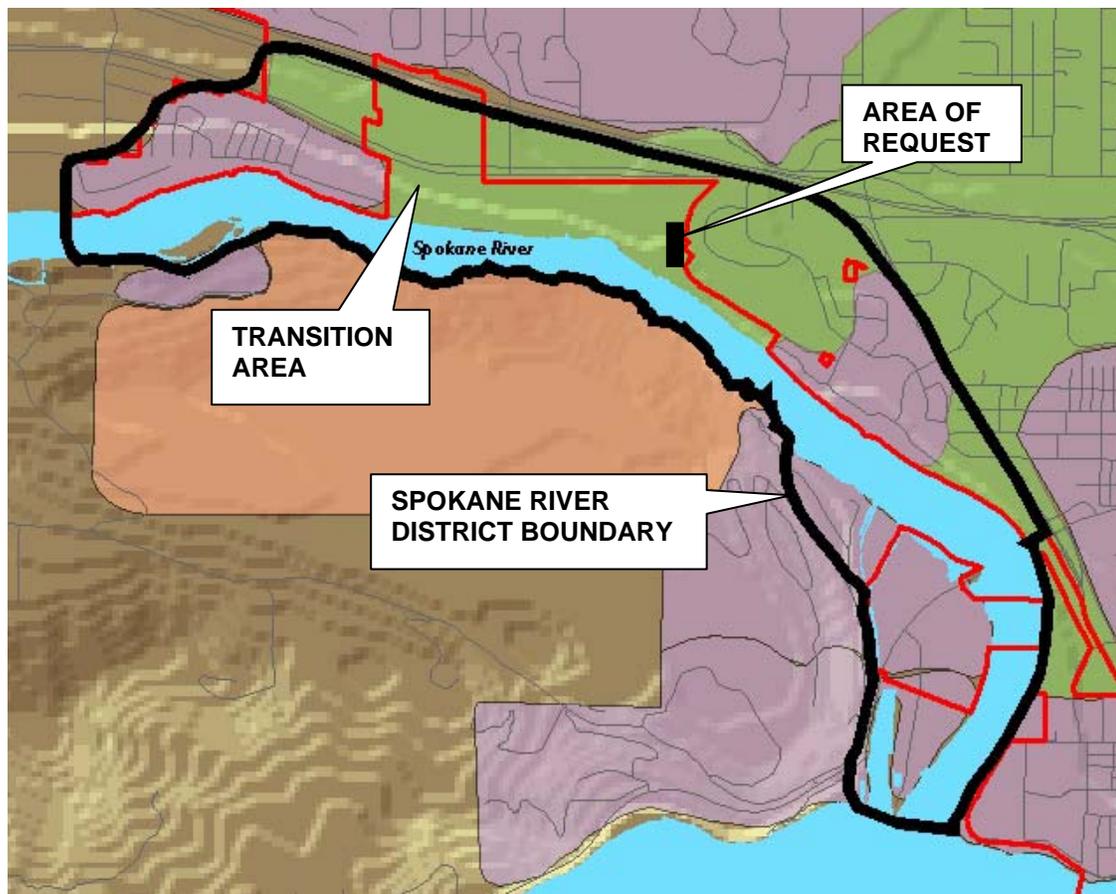
This request would create a more uniform city boundary and would be a logical annexation as the city expands to the west. It is also important because it contains the newly built Prairie Trail, which is maintained by the City of Coeur d'Alene.

4. **Physical constraints:**

The parcel is relatively flat with no physical constraints.

5. **2007 Comprehensive Plan**

The subject property has a land use designation of Transition and is within the Spokane River District, as follows:



A. **Transition Areas:**

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

B. Spokane River District:

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

C. The characteristics of the Spokane River District will be:

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees.

6. Prairie Trail:

The proposed annexation will allow the city to implement the Trail Disturbance Ordinance and enable the Coeur d'Alene Police Department to enforce city laws on this portion of the trail.

ACTION ALTERNATIVES:

The City Council can approve the request, with or without conditions, which would allow the applicant to file a formal application for annexation or deny the request, which would require the applicant to wait one year before filing the same application to consider annexation.

PUBLIC HEARINGS



North Idaho Building Contractors Association

1928 N. 4th Street, Coeur d'Alene, ID 83814

Phone: (208) 765-5518 Fax: (208) 765-5519 www.nibca.com info@nibca.com

December 14, 2010

Edward J. Wagner, CBO
Building Services Director
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

Re: 2009 International Building Code Adoption

Dear Mr. Wagner:

On behalf of the North Idaho Building Contractors Association (NIBCA) I would like to comment on record in regard to the proposed adoption, amendments and deletions to the 2009 International Building Code (IBC) as presented to our Government Issues Committee representatives.

After review, The NIBCA approves and supports adoption of the 2009 IBC with the proposed amendments and deletions.

Thank you for your consideration of our position.

Sincerely,

Rod Underhill
NIBCA 1st Vice President

ORDINANCE NO. _____
COUNCIL BILL NO. 10-1024

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 10.20.060 TO PROHIBIT PARKING IN FIRE LANES; REPEALING SECTIONS 15.05.010 AND 15.08.005 AND ADOPTING NEW SECTIONS 15.05.010 AND 15.08.005 TO ADOPT THE 2009 INTERNATIONAL FIRE, BUILDING, RESIDENTIAL, EXISTING BUILDING, MECHANICAL, FUEL GAS AND ENERGY CONSERVATION CODES ALONG WITH AMENDMENTS AND REVISIONS TO SUCH CODES PROMULGATED BY THE IDAHO STATE FIRE MARSHALL, THE IDAHO BUILDING CODE BOARD AND OTHER AMENDMENTS AS CONTAINED HEREIN; AMENDING SECTION 15.12.010 TO CLARIFY ENFORCEMENT OF THE PLUMBING CODE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Building Official and the Fire Chief, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; and

WHEREAS, based on the information provided by the Building Official, the Mayor and City Council finds that good cause exists to adopt amendments to the International Building and Residential Codes that were not adopted by the Idaho State Building Code Board through the negotiated rule making process and that such amendments are reasonably necessary to protect the health and safety for the residents of Coeur d'Alene and to provide consistent regulations for builders in this region; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 10.20.060 is amended to read as follows:*

10.20.060: MANNER OF PARKING:

- A. Motor vehicles shall be parked parallel to the curb or edge of the roadway on all streets and avenues, in the direction of authorized traffic movement, with the right hand wheels within eighteen inches (18") of the curb or edge of the roadway.
- B. At locations where there is adequate right of way available, as determined by the city engineer or engineer's designee, and where properly striped, motor vehicles shall be parked diagonally or perpendicularly, as indicated by the striping, to the curb or edge of the roadway in such a manner that the wheel of the vehicle closest to the curb is not more than eight inches (8")

from the curb or edge of the roadway and the other wheel is not more than eight feet (8') from the street edge of the curb.

- C. Motor vehicles shall not be parked within thirty feet (30') of the point of intersection of the curb lines or within fifteen feet (15') of any fire hydrant unless within a parking space designated pursuant to section [10.24.020](#) of this title, or within a marked fire lane.
- D. A motor vehicle shall not be parked so that any portion of it crosses any line or marking of a parking space or be parked in such position that the vehicle shall not be entirely within the area designated by the lines or markings.

SECTION 2. *That Coeur d'Alene Municipal Code Section 15.05.010 is hereby repealed and a new Section 15.05.010 is adopted to read as follows:*

15.05.010: ADOPTION; AMENDMENTS:

- A. In order to protect the health, safety and welfare of the public and to prescribe regulations governing conditions hazardous to life and property, the City Council hereby adopts the 2009 International Fire Code (IFC), together with any amendments or revisions to the IFC adopted by the Idaho State Fire Marshall (IDAPA 18.01.50) except such chapters, portions or sections as are deleted, modified, amended or added as set forth herein:
 - 1. Appendix B, Section B105.1. Delete the exception.
 - 2. Appendix D, Section D107.1. Delete the exceptions.

SECTION 3. *That Coeur d'Alene Municipal Code Section 15.08.005 is hereby repealed and a new Section 15.08.005 is adopted to read as follows:*

15.08.005: INTERNATIONAL BUILDING CODE; ADOPTION; AMENDMENTS AND DELETIONS:

- A. In order to protect the health, safety and welfare of the public and to prescribe regulations governing building and other construction, the City Council hereby adopts the following codes promulgated by the International Code Council except such chapters, portions or sections as are deleted, modified, amended or added as set forth herein:
 - 1. The 2009 International Building Code (IBC), prepared by the International Code Council, Inc., as adopted by the State of Idaho through the Idaho Building Code Board, together with any amendments or revisions to the IBC made by the Idaho Building Code Board through the negotiated rulemaking process, is adopted with the following exceptions or amendments:
 - a. Section 103.2 is not adopted.
 - b. Section 103.3 is not adopted.

c. Section 107.1 is amended to read as follows:

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report, structural observation programs and other data shall be submitted in one (1) paper set and one (1) PDF of the plan set on a CD for each application for a permit. The architectural construction documents shall be prepared by an architect licensed to practice by the State of Idaho. The building official shall have the option to stipulate that an Idaho licensed architect may submit construction documents that are proven to strictly adhere to the IBC provisions of Section 2308; Conventional Light-Frame Construction. The building official shall have the option to stipulate that an Idaho licensed engineer in the appropriate engineering discipline (structural, mechanical, electrical, civil, geotectonic, acoustical, etc.) of his or her expertise may submit supplemental construction documents supportive and complimentary to the architect's construction documents.

Where special conditions exist, the building official may authorize a registered professional engineer acting within the discipline of his or her expertise and at the stipulation of the building official acting jointly or in association with a licensed architect to prepare construction documents and require site construction observation for buildings or shelters not intended, designed or constructed for human habitation or occupancy.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional of any architectural or engineering service in the erection, enlargement, alteration or repair of any building where such building to be or is used as a single family residence not exceeding three (3) stories in height and multiple height and multiple family residence of three adjoining dwelling units not exceeding three (3) stories in height. Or as a farm building or for the purpose of out buildings or auxiliary building in connection with such residence or farm premises or if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code.

Those individuals who furnish only interior design or decoration or space planning or space design services within existing structures which do not involve the construction or adherence to requirements of the International Building Code (IBC) including the Americans with Disabilities Act (ADA) American National Standard Accessible and Usable Building and Facilities ICC/ANSI-A117 will not be required to be a registered design professional. This exemption only allows the use of moveable partitions, rails, counters, cabinets, space dividers, furniture and similar types of equipment which do not exceed a height of five feet, nine inches above floor in the execution of the plans or design of a particular space or the creation of exits corridors, stairways and disturbances of existing structural components as defined by the IBC.

d. Section 107.3.4 is amended to read as follows:

107.3.4.1 General. When it is required that documents be prepared by a registered architect, the building official shall be authorized to require that the owner engage and designate on the building permit application a registered architect who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered architect or professional engineer in responsible charge who shall perform the duties required by the building official. The building official shall be notified in writing by the owner or the architect of record if the person who is in responsible charge is changed or is unable to continue to perform the required duties.

e. Section 406.1.4 Separation. Replace Section 1 with the following:

The private garage shall be separated from the dwelling unit and its attic area, including supporting members with materials approved for one-hour fire-resistive construction on the garage side and a self-closing, tight-fitting solid-wood door 1 3/8 inches in thickness, or a self-closing, tight-fitting 20-minute fire-rated door, or solid or honeycomb steel doors not less than 1 3/8 inches (34.9 mm) thick, or doors in compliance with Section 715.4.3. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted.

f. Section 709.3 Fire-Resistance Rating. Delete Exceptions 1 & 2.

g. Section 717.4.2 Groups R-1 and R-2. Delete Exception 3.

h. Table 1018.1 Corridor Fire-Resistance Rating. For an R occupancy, replace “0.5” hour required fire-resistance rating with a sprinkler system with “1” hour.

i. Section 1809.5 Frost Protection. Delete method 1 and replace with the following:

1. Extending below the frost line of the locality, with a minimum twenty-four (24) inches from ground surface to the bottom of a footing.

j. Add a new Section 1907.14 Minimum Reinforcement as follows:

Minimum reinforcement for foundation walls (unless closer spacing is specified by design or engineering specifications) which do not exceed four (4) feet in height shall be four (4) feet on center for vertical reinforcement and two (2) feet on center for horizontal reinforcement. Foundation walls over four (4) feet in height (unless closer spacing is specified by design or engineering specification) shall be eighteen (18) inches minimum on center for horizontal and vertical reinforcement. All continuous footings will require a minimum two (2) continuous horizontal reinforcing bars. Reinforcing bars shall be a minimum size of #4 and may be a minimum grade forty (40).

k. Section 2308.2. Delete Items 3.2 and 3.3.

2. The 2009 International Residential Code (IRC), prepared by the International Code Council, Inc., as adopted by the State of Idaho through the Idaho Building Code Board, together with any

amendments or revisions to the IRC made by the Idaho Building Code Board through the negotiated rulemaking process, is adopted with the following exceptions or amendments:

- a. Section R101.2. Delete the exception and add the following sentence to the end of the section:

Detached one-and-two-family dwellings and townhouses will be classified as an R-3 occupancy. All garages, shops, and accessory structures will be classified as a U occupancy.

- b. Section R103.2 is not adopted.
- c. Section R103.3 is not adopted.
- d. Section R104.10.1 Delete entire section.
- e. Section R105.2. Item 7 is amended to read as follows:
 7. Prefabricated swimming pools that are less than 48 inches deep.
- f. Section R106.1 is amended to read as follows:

R106.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report, structural observation programs and other data shall be submitted in one (1) paper set and one (1) PDF of the plan set on a CD for each application for a permit. The architectural construction documents shall be prepared by an architect licensed to practice by the State of Idaho. The building official shall have the option to stipulate that an Idaho licensed engineer in the appropriate engineering discipline (structural, mechanical, electrical, civil, geotectonic, acoustical, etc.) of his or her expertise may submit supplemental construction documents supportive and complimentary to the architect's construction documents.

Where special conditions exist, the building official may authorize a registered professional engineer acting within the discipline of his or her expertise and at the stipulation of the building official acting jointly or in association with a licensed architect to prepare construction documents and require site construction observation for buildings or shelters not intended, designed or constructed for human habitation or occupancy.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional of any architectural or engineering service in the erection, enlargement, alteration or repair of any building where such building to be or is used as a single family residence not exceeding three (3) stories in height and multiple height and multiple family residence of three adjoining dwelling units not exceeding three (3) stories in height. Or as a farm building or for the purpose of out buildings or auxiliary building in connection with such residence or farm premises or if it is found that the nature of the work applied

for is such that reviewing of construction documents is not necessary to obtain compliance with this code.

Those individuals who furnish only interior design or decoration or space planning or space design services within existing structures which do not involve the construction or adherence to requirements of the International Residential Code (IRC) including the Americans with Disabilities Act (ADA) American National Standard Accessible and Usable Building and Facilities ICC/ANSI-A117 will not be required to be a registered design professional. This exemption only allows the use of moveable partitions, rails, counters, cabinets, space dividers, furniture and similar types of equipment which do not exceed a height of five feet, nine inches above floor in the execution of the plans or design of a particular space or the creation of exits corridors, stairways and disturbances of existing structural components as defined by the IRC.

g. Section R106.1.3 Delete entire section.

h. Section R109.1.3 Delete entire section.

i. Section R301.2.3 Snow Loads. Delete section and replace with the following:

Wood framed construction, cold-formed steel framed construction and masonry and concrete construction in regions with ground snow loads 70 psf (3.35 kN/m²) or less, shall be in accordance with Chapters 5, 6 and 8. Buildings in regions with ground snow loads greater than 70 psf (3.35 kN/m²) shall be designed in accordance with accepted engineering practice. The minimum roof design snow load shall be forty (40) pounds per square foot. A ground snow load of sixty (60) pounds per square foot shall be used for roof drifting snow load design. No manufactured home, commercial coach or modular building shall be placed that has not been constructed to withstand a minimum forty (40) pound per square foot roof load, or the owner has provided for a separate roof cover that is constructed to provide the required roof load, except that manufactured homes that are already installed in a location within the city limits at the time of the passage of this section may remain without having to meet the minimum roof load set forth herein. Any manufactured home allowed to remain under this section may be moved to a different location within the city limits without having to meet the forty (40) pound roof load providing that it meets all zoning requirements contained in Title 17 of this code.

j. Table R302.1 Exterior Walls. Replace table with the following table:

**TABLE R302.1
EXTERIOR WALLS**

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E 119 or UL 263 with exposure form both sides	< 3 feet
	(Not fire-resistance rated)	0 hours	≥3 feet
Projections	(Fire-resistance rated)	1 hour on the underside	<3 feet
	(Not fire-resistance rated)	0 hours	≥3 feet
Openings in walls	Not allowed	N/A	< 3 feet
	25% maximum of wall area	0 hours	3 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section R317.3	< 5 feet
		None required	5 feet

k. Section R302.2 Townhouses. Delete the exception and replace with the following:

Exception: A two (2) 1-hour fire-resistance rated wall assembly or a common 2-hour fire-resistance rated wall assembly tested in accordance with ASTM E 119 or UL 263 is permitted for townhouses. If two (2) 1-hour walls are used, plumbing and electrical installations within the wall cavity shall conform with fire-resistance penetration requirements in accordance with Section R302.4 through R302.4.2 for each of the two (2) 1-hour rated walls. The 2-hour fire-resistance rated common wall shall not contain plumbing or mechanical equipment, ducts or vents within its wall cavity. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against the exterior walls and the underside of the roof sheathing. Penetrations of electrical outlet boxes shall be in accordance with Section R302.4

l. Section R302.3 Two-Family Dwellings. Delete exception 1.

m. Section R302.5.1 Separation Required. Delete section and replace with the following:

The private garage shall be separated from the dwelling unit or any conditioned space, including attic areas and supporting members with no less than one (1) layer of 5/8" Type 'X' gypsum wallboard or equivalent on the garage side. The garage side of a roof/ceiling assembly, floor/ceiling assembly, and steel supporting members shall be protected with not less than two (2) layers of 5/8" Type 'X' gypsum wallboard or equivalent. If a common door is provided, it shall be a self-closing, tight-fitting solid-wood door 1 3/8 inches in thickness, or a self-closing, tight-fitting 20-minute fire-rated door, or solid or honeycomb steel doors not less than 1 3/8 inches (34.9 mm) thick.

Openings from a private garage directly into a room used for sleeping purposes shall not be permitted.

Garages, including the attic space, located less than 3 feet from a dwelling unit on the same lot shall be protected with not less than one (1) layer of 5/8" Type 'X' gypsum wallboard or equivalent on the garage side.

n. Section R302.5.3. Delete section and replace with the following:

Penetrations through the separation required in Section R302.5.1 shall be protected with approved materials to resist the passage of flame and products of combustion. The materials filling the penetration annular space shall meet the requirements of ASTM E 814 or UL 1479.

o. Section R302.6. Delete section and replace with the following:

The garage shall be separated as required by Section R302.5.1.

p. Table R302.6 is deleted.

q. Section R302.7 Under Stair Protection. Delete section and replace with the following:

Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with 5/8-inch type X gypsum board.

r. Section R313.1 Townhouse automatic fire sprinkler systems. Delete the exception and replace with the following:

Exception: Automatic residential fire sprinkler systems shall not be required in townhouses where either two (2) 1-hour fire-resistance rated walls or a common 2-hour fire-resistance rated wall is installed between dwelling units or when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

s. Section R313.2 is deleted.

- t. Section R322 Flood-Resistant Construction is deleted.
- u. Section R403.1.4.1 Frost Protection. Delete method 1 and replace with the following:
 - 1. Extending below the frost line specified in Table R301.2(1); with a minimum twenty-four (24) inches from ground surface to the bottom of a footing.
- v. Delete Tables R404.1.1(1), R404.1.1(2), and R404.1.1(3).
- w. Section R404.1.2 Concrete Foundation Walls. Delete section and replace with the following:

Concrete foundation walls shall be designed and constructed in accordance with the provisions of this section, ACI 318, ACI 332 or PCA 100. Minimum reinforcement for foundation walls (unless closer spacing is specified by design or engineering specifications) which do not exceed four (4) feet in height shall be four (4) feet on center for vertical reinforcement and two (2) feet on center for horizontal reinforcement. Foundation walls over four (4) feet in height (unless closer spacing is specified by design or engineering specifications) shall be eighteen (18) inches minimum on center for horizontal and vertical reinforcement. All continuous footings will require a minimum two (2) continuous horizontal reinforcing bars. Reinforcing bars shall be a minimum size of #4 and may be a minimum grade forty (40).

- x. Section G2406.2. Delete items 3 and 4.
- y. Section G2445 is not adopted.
- z. Part VII. Plumbing and Part VIII. Electrical are not adopted.
- aa. Appendices are not adopted except for:
 - i. Appendix G as it applies to swimming pools only; and
 - ii. Appendix K Sound Transmission with the STC rating of 45 in Sections AK102.1 and AK103 amended to: 50 (45 if field tested).
- bb. **Section AG102. Definitions.** The definition of **Swimming Pool** is amended to read as follows:

Any structure intended for swimming or recreational bathing that contains water over 48 inches deep.

- 3. The 2009 International Energy Conservation Code (IECC), prepared by the International Code Council, Inc., together with any amendments or revisions to the IECC made by the Idaho Building Code Board through the negotiated rulemaking process, is adopted and shall be the energy conservation code of the municipality with the following amendments or exemptions:

a. Table 402.1.1 Insulation and Fenestration Requirements by Component. Add a footnote k to the title of the Table as follows:

k. For residential log home building thermal envelope construction requirements see section 402.6.

b. Section 402. Add the following section:

402.6 Residential Log Home Thermal Envelope. Residential log home construction shall comply with Sections 410 (General), 402.4 (Air Leakage), 402.5 (Maximum Fenestration U-Factor and SHGC), 403.1 (Controls), 403.2.2 (Sealing), 403.2.3 (Building Cavities), Sections 403.3 through 403.9 (referred to as the mandatory provisions), Section 404 (Electrical Power and Lighting Systems), and either subparagraph (i), (ii), or (iii) as follows:

i. Sections 402.2 through 402.3, 403.2.1, 404.1, and Table 402.6;

ii. Section 405 Simulated Performance Alternative (Performance); or

iii. REScheck (U.S. Department of Energy Building Codes Program).

c. Section 402. Add Table 402.6 Log Home Prescriptive Thermal Envelope Requirements By Component to be used only in accordance with Section 402.6(i) as follows:

TABLE 402.6

LOG HOME PRESCRIPTIVE THERMAL ENVELOPE REQUIREMENTS BY COMPONENT

CLIMATE ZONE	FENESTRATION U-FACTOR ^a	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC	CEILING R-VALUE	Min. Average LOG Size in inches	FLOOR R-VALUE	BASEMENT WALL R-VALUE ^d	SLAB R-VALUE & DEPTH ^b	CRAWL SPACE WALL R-VALUE ^d
5, 6 - High efficiency equipment path ^c	0.32	0.60	NR	49	5	30	15/19	10, 4 ft	10/13
5	0.32	0.60	NR	49	8	30	10/13	10, 2 ft	10/13
6	0.30	0.60	NR	49	8	30		10, 4 ft	10/13

a. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

b. R-5 shall be added to the required slab edge R-values for heated slabs.

- c. 90% AFUE natural gas or propane, 84% AFUE oil, or 15 SEER heat pump heating equipment (zonal electric resistance heating equipment such as electric base board electric resistance heating equipment as the sole source for heating is considered compliant with the high efficiency equipment path)
 - d. “15/19” means R-15 continuous insulated sheathing on the interior or exterior of the home or R-19 cavity insulation at the interior of the basement wall. “15/19” shall be permitted to be met with R-13 cavity insulation on the interior of the basement wall plus R-5 continuous insulated sheathing on the interior or exterior of the home. “10/13” means R-10 continuous insulated sheathing on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall.
4. The 2009 International Fuel Gas Code (IFGC), prepared by the International Code Council, Inc., is adopted and shall be the fuel gas code of the municipality with the following amendments or exemptions:
- a. Section 103.2 is not adopted.
 - b. Section 103.3 is not adopted.
 - c. Section 621.4 Prohibited Locations. Add Group R to the prohibited locations that includes Groups A, E, I.
5. The 2009 International Mechanical Code (IMC), prepared by the International Code Council, Inc., is adopted and shall be the mechanical code of the municipality with the following amendments or exemptions:
- a. Section 103.2 is not adopted.
 - b. Section 103.3 is not adopted.
6. The 2009 International Existing Building Code (IEBC), prepared by the International Code Council, Inc., is adopted and shall be the existing building code of the municipality with the following amendments or exemptions:
- a. Section 103.2 is not adopted.
 - b. Section 103.3 is not adopted.
- B. The City Council is hereby authorized to promulgate and prescribe building and other permit fees established by the codes adopted in this chapter by resolution.

SECTION 4. *That Coeur d'Alene Municipal Code Section 15.12.010 is hereby amended to read as follows:*

15.12.010: ADOPTION:

A. There is adopted by the city, for the purpose of prescribing regulations governing plumbing and construction to protect the health, safety, and welfare of the public, the 2003 uniform plumbing code, including appendices A, B, D, E, G, H, I, J, K, and L, (herein UPC) as adopted by the state of Idaho at IDAPA 07, title 02, chapter 06 with amendments except such chapters, or portions as are herein deleted, modified, amended or added as follows:

1. Delete U.P.C. section 103.4.
2. Replace the exception to U.P.C. section 1002.3 with the following: For trap arms two (2) inches in diameter and larger, the change in direction shall not exceed one hundred eighty (180) degrees without the use of a cleanout.
3. Delete Idaho state amendment to section 316.1.6 (IDAPA 07.02.06.001.02).
4. Delete Idaho state amendment to section 610.2 (IDAPA 07.02.06.001.09).
5. Delete Idaho state amendment to section 611.4 (IDAPA 07.02.06.001.10).
6. Delete Idaho state amendment to section 704.2 (IDAPA 07.02.06.001.14).
7. Delete Idaho state amendment to table 7-5 (IDAPA 07.02.06.001.16).
8. Delete Idaho state amendment to section 1002.3 (IDAPA 07.02.06.001.22).

B. The administrative authority appointed to enforce the ~~state~~ plumbing code shall be the building official.

C. The fee shall be set by resolution of the city council.

D. Any provision contained in this code more restrictive than the provisions of the uniform plumbing code as they may, from time to time, be lawfully amended by the state shall take precedence over such uniform plumbing code.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the

City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 7. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 8. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 21st day of December, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
2009 Building and Fire Code Adoption

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 10.20.060 TO PROHIBIT PARKING IN FIRE LANES; REPEALING SECTIONS 15.05.010 AND 15.08.005 AND ADOPTING NEW SECTIONS 15.05.010 AND 15.08.005 TO ADOPT THE 2009 INTERNATIONAL FIRE, BUILDING, RESIDENTIAL, EXISTING BUILDING, MECHANICAL, FUEL GAS AND ENERGY CONSERVATION CODES ALONG WITH AMENDMENTS AND REVISIONS TO SUCH CODES PROMULGATED BY THE IDAHO STATE FIRE MARSHALL, THE IDAHO BUILDING CODE BOARD AND OTHER AMENDMENTS AS CONTAINED HEREIN; AMENDING SECTION 15.12.010 TO CLARIFY ENFORCEMENT OF THE PLUMBING CODE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, 2009 Building and Fire Code Adoption, 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 21st day of December, 2010.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

December 13, 2010
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Jon Ingalls, Deputy City Admin.
Amy Ferguson, Executive Assistant
Jim Washko, Deputy Fire Chief
Dave Shults, Capital Program Manager
Jim Remitz, WW Utility Proj Mgr
Warren Wilson, Deputy City Atty.
Bill Greenwood, Parks Superintendent

Item 1 Approval for Sole Source Purchasing – Self Contained Breathing Apparatus
Consent Calendar

Jim Washko, Deputy Fire Chief, presented a request to allow the fire department to go to bid for a sole source vendor according to Idaho Statute Title 67, Chapter 28, Section 67-2808. Mr. Washko stated in his staff report that there is only one vendor, Municipal Emergency Services (MES), in the Northwest that can provide the Scott SCBA product that the department wishes to procure. This purchase is through the Assistance of Firefighters Grant program and the fire department has been given \$269,705 with a 10% match.

Mr. Washko noted that the department formed a committee to review the top four SCBA's on the market, and in the end they picked the Scott product. Municipal Energy Services is the only vendor in the northwest that has the capability to perform maintenance on the SCBA's and has the products they need to maintain them on a regular basis. Mr. Washko said that the parts for the SCBA devices are simple and they also have a personal alarming device and can also be outfitted with tracking modules. The department is planning on purchasing 46 units and Mr. Washko believes that MES will honor the price that they quoted to the city of Spokane, which should be a little bit less than the grant amount. If that is the case, the department will do an addendum to the grant agreement and purchase some other equipment.

MOTION by Goodlander, seconded by McEvers, to recommend Council authorize the sole source procurement of Scott Self-Contained Breathing Apparatus (SCBA)'s. Motion carried.

Item 2 Approval to Obtain Quotes for Compressor/Fill Station for SCBA's
Consent Calendar

Jim Washko, Deputy Fire Chief, presented a request to allow the fire department to obtain quotes for a Compressor/Fill Station for their Self-Contained Breathing Apparatus (SCBA). Mr. Washko explained in his staff report that the new SCBA's requested in Item #1 above require a different compressor to meet the need for a higher pressure fill. The purchase is authorized through the Assistance of Firefighters Grant program and allows the fire department to purchase a new compressor at a huge savings to the city.

Mr. Washko said that grant gives them a \$40,000 allowance for the compressor/fill station and they would like to obtain quotes from different vendors.

MOTION by Goodlander, seconded by McEvers, to recommend Council authorize to obtain quotes for a Compressor/Fill Station for the Self-Contained Breathing Apparatus (SCBA). Motion carried.

**Item 3 ROW Adventures Contract Extension
Consent Calendar**

Bill Greenwood, Parks Superintendent, presented a request to extend the agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours. Mr. Eastwood stated in his staff report that this was done on a trial basis in 2010 and the city did not receive one complaint during the 2010 season. He also noted in his staff report that the agreement can be terminated without cause by the city if it provides to be a problem for the beach users or the boating traffic.

Mr. Greenwood noted that the only change to this agreement from last year's agreement is the inclusion of paddle boards. He also said that the department has not received any complaints from citizens. The city receives 5% of ROW's gross income from the kayak tours and the money goes into capital improvements. The only comments received were positive.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution 10-047 approving the extension of the agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours.

**Item 4 Change Order # 3 for CNI Construction of WWTP Phase 5B
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for council approval of Change Order #3, for an increased cost of \$64,804 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$10,824,555.

Mr. Shults explained in his staff report that Change Order #3 includes several changes to the plans and specifications that were made by project consultant, HDR Engineering, to add design details that were not anticipated in the original plans and specifications, and to address unanticipated site conditions. The additional cost of the change order work is reduced by a portion of the amount already included in CNI's original bid that is reserved for unanticipated work. Change Order #3 includes 21 items. Most of them are associated with finding a need for design modifications as we get into the actual construction. No rework is necessary, and the change order work can be accomplished without adding any days to the required completion days for CNI's work.

Mr. Shults noted that HDR and city staff negotiated the elements and costs of the proposed change order, and believe they are fair and reasonable, and that the changes are necessary.

Councilman Hassell asked about the Harbor Center pedestrian ramp and if it will need changing again if the trail changes positions on the education corridor project. Mr. Shults said that actually the ramp would just be eliminated eventually. He noted that the change involves modification to an existing ramp that allowed access between the treatment plant and the existing lab located in Harbor Center. The modification rearranges the ramp to avoid a new fence, and provides continued access for Harbor Center tenants to the bike trail.

Councilman McEvers expressed concern regarding the need for wood veneer on the cabinets and walls rather than plastic laminate. Mr. Shults said that it was not only an issue of aesthetics but also is more durable in the longer term.

Mr. Shults explained that the original bid included an alternative bid item for a certain limited amount of unanticipated work that would only be authorized as needed. The change order based on using the contractor's total bid, including unanticipated work, is 1.8%. The change order percentage is 3.4% if the percentage is calculated based on the contractor's base bid without the added alternative bid for unanticipated work. Mr. Shults stressed that this is a very complex project including heavy industrial and seven buildings. He thinks that the change orders so far are very reasonable and he is pleased at this point in time.

MOTION by McEvers, seconded by Goodlander, to recommend Council approval of Resolution #10-047 approving Change Order #3, for an increased cost of \$64,804 to the City's agreement with Contractors Northwest, Inc., for a total construction contact amount of \$10,824,555.

Item 5 Professional Services Agreement with JUB Engineers for 2011 Wastewater Collection System Capital Improvements

Consent Calendar

Jim Remitz, Wastewater Utility Project Manager, presented a request for authorization of an agreement with J.U.B. Engineers, Inc. to provide professional engineering services for the 2011 Wastewater Collection System Capital Improvements at a cost not to exceed a total of \$150,100.

Councilman Hassell declared a conflict of interest.

Mr. Remitz said that this is a proposal to extend another year's design services with J.U.B. and also includes a task to update the GIS with all of the new or relocated sewer services, and also to provide some inflow identification and possibly reduction of stormflow into the sanitary system. Mr. Remitz confirmed that the process of reducing stormflow into the sanitary system has been slow. There are a lot of roof drains that drain into the sanitary system. They are in the process of identifying where they have issues. Most of the money will be spent on sewer line rehabilitation, and also relining stretches of sewer main, especially in the older section of town.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution #10-047, authorizing a Professional Services Agreement with JUB Engineers for the 2011 Wastewater Collection System Capital Improvements at a cost not to exceed a total of \$150,100. Motion carried (with Al Hassell abstaining).

The meeting adjourned at 4:29 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 10/31/2010	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/2010
<u>General-Designated</u>	\$507,742	\$37,068	\$53,638	\$491,172
<u>General-Undesignated</u>	4,332,173	3,680,843	5,308,842	2,704,174
<u>Special Revenue:</u>				
Library	(18,694)	15,212	93,598	(97,080)
CDBG	(2,537)	32,079	30,909	(1,367)
Cemetery	(920)	22,239	25,497	(4,178)
Parks Capital Improvements	252,542	2,473	5,783	249,232
Impact Fees	1,826,554	92,139		1,918,693
Annexation Fees	85,048	47,271		132,319
Insurance	1,838,350	540	485	1,838,405
Cemetery P/C	1,821,009	4,695	21,626	1,804,078
Jewett House	8,928	2	1,313	7,617
KCATT	3,414	1		3,415
Reforestation	(89,629)	112,197	13,939	8,629
Street Trees	197,932	648	9,080	189,500
Community Canopy	505	30	129	406
CdA Arts Commission	214	1,190	1,298	106
Public Art Fund	14,598	81,446		96,044
Public Art Fund - LCDC	386,993	94		387,087
Public Art Fund - Maintenance	115,120	26,904	1,234	140,790
KMPO - Kootenai Metro Planning Org	(14,436)			(14,436)
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	634,891	2,498		637,389
LID Guarantee	13,816	4		13,820
LID 124 Northshire/Queen Anne/Indian Meadows	340			340
LID 127 Fairway / Howard Francis	-	5,510		5,510
LID 129 Septic Tank Abatement	-			-
LID 130 Lakeside / Ramsey / Industrial Park	3,121			3,121
LID 146 Northwest Boulevard	78,885			78,885
<u>Capital Projects:</u>				
Street Projects	(68,423)	518,599	235,804	214,372
2006 GO Bond Capital Projects	-			-
<u>Enterprise:</u>				
Street Lights	40,410	40,987	11,890	69,507
Water	1,371,255	444,560	305,529	1,510,286
Water Capitalization Fees	970,957	113,465		1,084,422
Wastewater	9,266,547	2,157,338	1,976,678	9,447,207
Wastewater-Reserved	1,173,198	27,500	134,402	1,066,296
WWTP Capitalization Fees	1,444,401	166,580	1,357,000	253,981
WW Property Mgmt	60,668			60,668
Sanitation	(134,014)	254,358	249,790	(129,446)
Public Parking	700,146	24,651	22,101	702,696
Stormwater Mgmt	610,417	109,952	329,168	391,201
Wastewater Debt Service	465	536,600	536,554	511
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	182,879	178,007	182,879	178,007
LID Advance Payments	636	40	337	339
Police Retirement	1,379,526	19,745	42,442	1,356,829
Sales Tax	1,621	1,238	1,621	1,238
BID	183,003	5,089	20,400	167,692
Homeless Trust Fund	491	481	491	481
GRAND TOTAL	\$29,180,142	\$8,764,273	\$10,974,457	\$26,969,958

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTHS ENDED
 30-Nov-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2010	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$198,652	\$31,299	16%
	Services/Supplies	11,050	(1,757)	-16%
Administration	Personnel Services	501,014	84,500	17%
	Services/Supplies	5,400	800	15%
Finance	Personnel Services	589,909	99,061	17%
	Services/Supplies	95,640	8,156	9%
Municipal Services	Personnel Services	839,218	140,574	17%
	Services/Supplies	434,031	113,855	26%
	Capital Outlay	14,000	13,979	100%
Human Resources	Personnel Services	208,728	36,162	17%
	Services/Supplies	32,000	473	1%
Legal	Personnel Services	1,281,435	215,069	17%
	Services/Supplies	92,227	8,313	9%
	Capital Outlay			
Planning	Personnel Services	471,884	86,673	18%
	Services/Supplies	25,900	549	2%
Building Maintenance	Personnel Services	279,307	44,325	16%
	Services/Supplies	126,975	10,716	8%
Police	Personnel Services	8,439,040	1,335,591	16%
	Services/Supplies	729,980	59,502	8%
	Capital Outlay	227,577		
Fire	Personnel Services	6,733,244	1,045,909	16%
	Services/Supplies	368,777	24,707	7%
General Government	Services/Supplies	185,750		
Byrne Grant (Federal)	Personnel Services	143,677	21,348	
	Services/Supplies	261,369	46,907	18%
COPS Grant	Personnel Services	219,250	25,809	12%
CdA Drug Task Force	Services/Supplies	36,700	4,547	12%
	Capital Outlay			
Streets	Personnel Services	1,647,053	278,846	17%
	Services/Supplies	445,200	17,740	4%
ADA Sidewalk Abatement	Personnel Services	171,317	20,401	12%
	Services/Supplies	43,300	1,238	3%
Engineering Services	Personnel Services	433,372	72,632	17%
	Services/Supplies	728,050	25,980	4%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTHS ENDED
 30-Nov-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2010	PERCENT EXPENDED
Parks	Personnel Services	1,218,463	181,150	15%
	Services/Supplies	419,804	30,957	7%
Recreation	Personnel Services	619,261	86,242	14%
	Services/Supplies	136,250	10,331	8%
Building Inspection	Personnel Services	740,176	126,264	17%
	Services/Supplies	24,350	1,876	8%
Total General Fund		<u>29,179,330</u>	<u>4,310,724</u>	<u>15%</u>
Library	Personnel Services	987,120	159,548	16%
	Services/Supplies	163,900	29,660	18%
	Capital Outlay	80,000	10,832	14%
CDBG	Services/Supplies	336,745	31,782	9%
Cemetery	Personnel Services	187,258	25,383	14%
	Services/Supplies	84,050	12,432	15%
	Capital Outlay			
Impact Fees	Services/Supplies	583,000		
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	205,000	7,901	4%
Insurance	Services/Supplies	206,925	985	0%
Cemetery Perpetual Care	Services/Supplies	98,500	16,205	16%
Jewett House	Services/Supplies	17,050	1,361	8%
Reforestation	Services/Supplies	2,500	34,719	1389%
Street Trees	Services/Supplies	57,000	9,080	16%
Community Canopy	Services/Supplies	1,200	506	42%
CdA Arts Commission	Services/Supplies	6,450	108	2%
Public Art Fund	Services/Supplies	80,300	1,234	2%
KMPO	Services/Supplies	650,000	18,161	3%
Total Special Revenue		<u>3,746,998</u>	<u>359,897</u>	<u>10%</u>
Debt Service Fund		<u>1,668,878</u>		

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTHS ENDED
 30-Nov-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2010	PERCENT EXPENDED
Kathleen & Howard signal	Capital Outlay		91	
Govt Way - Dalton to Hanley	Capital Outlay	4,100,000	204,349	5%
Govt Way - Hanley to Prairie	Capital Outlay	2,950,000		
Govt Way - sewer & water LID	Capital Outlay	275,000		
Howard Street - North	Capital Outlay		12,908	
15th Street - Lunceford to Dalton	Capital Outlay	528,000		
15th St & Harrison signal	Capital Outlay		9,295	
Intersection of Hanley & US95	Capital Outlay		2,687	
Total Capital Projects Funds		7,853,000	229,330	3%
Street Lights	Services/Supplies	591,321	12,872	2%
Water	Personnel Services	1,454,865	238,880	16%
	Services/Supplies	3,736,407	131,357	4%
	Capital Outlay	1,733,500	55,182	3%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,162,045	352,866	16%
	Services/Supplies	5,388,738	109,262	2%
	Capital Outlay	9,875,500	1,025,125	10%
	Debt Service	1,489,110	536,600	36%
WW Capitalization	Services/Supplies	752,580		
Sanitation	Services/Supplies	3,118,772	497,424	16%
Public Parking	Services/Supplies	176,957	25,434	14%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	417,723	77,977	19%
	Services/Supplies	650,737	19,503	3%
	Capital Outlay	505,000	175	0%
Total Enterprise Funds		32,903,255	3,082,657	9%
Kootenai County Solid Waste		2,200,000	182,879	8%
Police Retirement		213,500	33,415	16%
Business Improvement District		142,000	20,200	14%
Homeless Trust Fund		6,500	491	8%
Total Fiduciary Funds		2,562,000	236,985	9%
TOTALS:		\$77,913,461	\$8,219,593	11%