

Coeur d'Alene

CITY COUNCIL MEETING

March 3, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller

PRESENTATIONS

PROCLAMATION

WHEREAS, President Abraham Lincoln, having signed the congressional act creating the Idaho Territory on March 4, 1863; and

WHEREAS, on March 4, 2014, Governor Butch Otter signed into law legislation establishing March 4th of every year as Idaho Day; and

WHEREAS, Idaho Day is intended as a celebration of the rich history, cultural diversity, unique beauty and boundless resources of the State of Idaho; and

WHEREAS, throughout its one hundred fifty year history, Idaho has been the birthplace and home of remarkable men and women who have distinguished themselves nationally and internationally in the fields of law, literature, music, the arts, athletics, philanthropy, policy, and even space exploration; and

WHEREAS, the same combination of adventure, ambition, industry, innovation and enterprise that led to Idaho's founding has created a cradle for entrepreneurs, innovators and visionaries; and

WHEREAS, the work of those entrepreneurs, innovators and visionaries has had a global reach and helped create the Panama Canal, Hoover Dam, the Chunnel, potato chips and computer memory chips, the supermarket, the engineering of wood products, farm machinery and locomotives, the laser printer and enough patents to rank Idaho among the nation's most prominent intellectual incubators.

NOW, THEREFORE, I, STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim March 4, 2015 as

IDAHO DAY

and encourage citizens to display the Idaho and United States flags to honor Idaho's remarkable heritage.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 3rd day of March, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

February 17, 2015

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 February 17, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Woody McEvers) Members of Council Present
Steve Adams)
Dan Gookin)
Kiki Miller)
Amy Evans)
Loren Ron Edinger)

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

INVOCATION: An invocation was provided by Pastor Paul Peabody from Grace Bible Church.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

AMENDMENTS TO THE AGENDA: Motion by Gookin, seconded by McEvers to amend the agenda to add Executive Session as allowed by Idaho Code Section 67-2345, categories (b) and (f), to address an employment situation that arose after the agenda was posted. **Motion Carried.**

IRONMAN UPDATE - Mac Cavasar, former Ironman Race Director, was pleased to announce that the Ironman athletes have rated the Coeur d'Alene venue at 98.5% satisfaction in comparison to other venues throughout the Country. The only item noted as missing for the community was the lack of public transportation. Ironman has signed an agreement to continue the race in Coeur d'Alene for another three years. The Ironman Foundation gave back \$80,000 in community grants; including \$10,000 to the Kroc Center and the Boys and Girls Club and \$30,000 various non-profits that hosted the aid stations. He clarified that the agreement calls for \$75,000 in-kind donations between the City and the Chamber. Mr. Cavasar introduced the new Ironman Coeur d'Alene Race Director Zack Ukich, who has previously worked for the Chamber and Ironman. Mr. Ukich stated that the community is like no other in their volunteerism. The race will be held on June 28, 2015 and Mr. Ukich clarified that the race routes will be the same this year. A couple minor adjustments include the movement of the Ironkids race to McEuen Park, with 750 to 1,000 kids expected. They will delay the street closure on Sherman from 1st and 2nd Avenue to Friday night at midnight prior to the race. Mayor Widmyer thanked Mac for all his work over the years and welcomed Mr. Ukich.

LEVEE UPDATE – City Administrator Jim Hammond apologized to the community for the lack of communication regarding the tree removals along the levee. He clarified that the results might not have been different with regard to tree removal; however, the City should have provided communication to the community and stakeholder groups and will do a better job in the future.

Laura Winters, Senior Project Engineer with Ruen Yeager & Associates, presented information regarding the history and process of flood works analysis and certification. She stated that the process included recommended improvements being submitted to FEMA that, once accepted, were implemented. Some recommended improvements were a closure by Harbor Center, construction of a flood wall by North Idaho Museum, and erosion and slope repairs. Once improvements are made a letter of map revision (LOMR) is submitted to FEMA with documentation and is considered the certification of the levee. Once FEMA accepts the LOMR it provides the accreditation of the levee. Ms. Winters also provided the timeline for certification and accreditation that will run through 2017.

Councilmember McEvers asked if Ruen Yeager has done this type of certification before. Ms. Winters stated that they had not. Councilmember McEvers asked what would happen if the City ignored the project and just left the levee alone. Ms. Winters stated that if the City abandoned the project it would lose accreditation and it would be federally required that the properties protected by the levee have mandatory flood insurance, which can be pricey. Additionally, FEMA would be more reluctant to provide aid if there was a breach of the levee if it were unaccredited. Councilmember Gookin asked questions related to the number of trees and how it was determined which trees remained. Ms. Winters explained that Ruen Yeager provided the recommendation of which trees should be removed that was based on three categories; tree health, slope restoration, and breach of the levee. She clarified that the original assessments identified a numbers of trees be removed, and that more needed to be removed as part of the slope restoration efforts.

Mayor Widmyer asked about the size of the 1,100 trees inventoried at the start of the project. Ms. Winters stated that original tree inventory included some trees outside the zone of concern and some had a 2 inch diameter. Councilmember Gookin asked if the contract included recommendations for ongoing maintenance. Ms. Winters confirmed that there is a maintenance plan and that there should be an ongoing yearly assessment of the trees along the levee as part of the certification.

Councilmember Gookin asked for clarification as to when and why the ad hoc committee for the project was dissolved before the process was complete. City Engineer Gordon Dobler said that his understanding was that the committee had fulfilled their mission and dissolved under the prior City Administrator's guidance. Councilmember Miller asked if the LOMR recommendations are automatically accepted or will FEMA negotiate the recommendations. Ms. Winters stated that the LOMR will be about a 1,000 page document and will identify all of the technical conditions to certify the levee, many of which are spelled out in the Federal Code and other technical criteria. She explained that this process has evolved since the Army Corps is no longer providing the certification, and there will be an iterative process of answers and questions and/or providing clarifications and additional modeling.

Mayor Widmyer stated that in the beginning the Army Corp said that all the trees and vegetation needed to go, and the City negotiated to keep trees. The arborist from Ruen Yeager found 300 or so trees had health issues and needed to go. The community believed the City saved 700 trees without considering the two other elements; slope restoration and breach of the levee. This led to false hope and the City celebrated too soon. Ms. Winters felt the community was excited to not have to remove all of the trees; however, the geotechnical analysis was not complete at the announcement of the 350 tree removal number. Mayor Widmyer asked if there were any trees removed that should not have been. Ms. Winters stated that, in her opinion, there were not. Councilmember McEvers stated that he remembers that the options early on included the installation of a wall around the beach and that the Army Corp was not willing to negotiate the retainage of any trees. Mr. Dobler explained that a cutoff wall would have made it so that the levee was no longer needed but would have been a very expensive fix. Councilmember Miller asked if there was a possibility that FEMA would require additional tree removal. Mr. Dobler said it was possible, but he did not think it would happen. The top of the levee is private property and that property owner could remove trees if they wanted outside of the City's approval process, but that would not affect the accreditation. Councilmember Edinger asked about city ownership of the property. Mr. Dobler explained that the property is only city right-of-way with a maintenance easement. Councilmember Edinger asked what the saving was by having the Street Department conduct tree and stump removal. Mr. Dobler estimated the savings at approximately \$100,000 and explained that the City and NIC are partnering on the costs of the project.

CONSENT CALENDAR: Motion by Gookin, seconded by McEvers to approve the consent calendar.

1. Approval of Council Minutes for February 3, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for February 23, 2015 at 12:00 noon and 4:00 p.m., respectively.
4. Approval of a Beer/Wine License for Asian Twist; located at 226 W. Ironwood Drive, St. A8; Wenxun Li; NaiYuan Liu (New)
5. Approval of Cemetery lot repurchase from Frances Lawson, Lot 31; Block 02, Section N; Forest Cemetery
6. Approval of Cemetery lot repurchase from Bonnie McNamara (from the estate of Lehrer), Lot 11; Block 10, Section GAR; Forest Cemetery
7. Setting of a public hearing for March 17, 2015 for the Final Assessment Roll of LID 151; Front Avenue Improvement Project
8. **Resolution No. 15-006** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AGREEMENT FOR SPOKANE RIVER STEWARDSHIP PARTNERS (SRSP) FUNDING / COST SHARING.

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; Adams Aye; Evans Aye; Edinger Aye.
Motion Carried.

COUNCIL ANNOUNCEMENTS:

Councilmember Miller announced that there will be a presentation at the next Council meeting regarding the library joint project.

Councilmember Evans announced that “The Explorers” art piece has been installed in McEuen Park and has been designed to be interactive, which means that children are welcome to climb on the art piece. The “Allium Spring Chorus” piece is shedding some flowers, so the artist is sending a new replacement head. Additionally, there is a vacancy on the Arts Commission and she encouraged citizens to apply through the city web site www.cdavid.org/263/departments/municipal/volunteer-opportunities.

Councilmember Gookin said he was appreciative of Ironman being here and encouraged those renting their house and/or rooms to consider helping out the Chamber of Commerce. He reiterated that the city could have done a better job communicating regarding the levee tree removal and he would like to redo the road, enhance parking, and add ADA access to the water.

Mayor Widmyer asked for confirmation of the appointment of Virginia Tate to the Parks and Recreation Commission.

MOTION: Motion by Edinger, seconded by McEvers to approve the appointment of Virginia Tate to the Parks and Recreation Commission. **Motion Carried.**

APPROVAL OF GRANT APPLICATION FOR ACCEPTANCE OF PARTIAL FUNDING OF ONE POLICE OFFICER THROUGH THE IDAHO OFFICE OF HIGHWAY SAFETY

STAFF REPORT: Police Chief White explained that this grant would be a method to increase staff in the patrol unit in a fiscally responsible way. He provide statistics from 2014 including 42,822 calls for service, 1,952 of which related to accidents, 1,265 traffic offenses, and 643 DUIs that included 305 DUI arrests. Additionally, there were 70 incidents of impaired driving-related crashes in the City. He stated that there is currently an even a greater demand for police service and this partial funding source will assist the city in keeping the public safe. This new position would be in the traffic section and will enhance the traffic safety program by focusing on traffic safety education, DUI enforcement, traffic enforcement in high crash areas, and school zone safety. Although the Police Department must resubmit a grant application each year for the duration of this grant (3 years), it is very likely that the grant application will be accepted. In brief, this grant will fund 75% of a traffic officer’s wages and benefits the first year, 50% the second year, and 25% the third year.

DISCUSSION: Councilmember Gookin asked if a new vehicle would be needed. Chief White confirmed a vehicle would be needed as a car is not allowed under the grant, but it can be part of the City’s match. Councilmember McEvers asked what was included as part of the Patrol Officer providing education. Chief White stated that it would include public service announcements, school zone enforcement, and pedestrian safety.

MOTION: Motion by Evans, seconded by McEvers to authorize staff to proceed with grant application for acceptance of partial funding of one Police Officer through the Idaho Office of Highway Safety. **Motion carried.**

MCEUEN PARK RECONCILIATION SUMMARY PRESENTATION – Mayor Widmyer thanked Councilmember Miller for her efforts in gathering the information for this reconciliation for the benefit of the public. Parks and Recreation Director Steve Anthony stated that McEuen has been a big project over the years and he wanted to help provide the reconciliation with Councilmember Miller. He explained that the philosophy of the steering committee was to “think big”; as some items could not be funded and were put on a wish list. Councilmember Miller felt that this was a community project and wanted to ensure the community that no issues would arise at a later date. Mr. Anthony stated that there were several meetings to review the contract to insure the terms were fulfilled. The City holds \$15,000 in retainage to ensure completion of a few punch list and warranty work items. They were able to capture the wish list items for the future as funding is available. Mr. Anthony explained that there were five separate projects on-going at the same time as the park project; park amenities, parking structure, Front Avenue improvements, City Hall parking, and 2014 Front Avenue Centennial Trail project. Mr. Anthony reviewed the project budgets associated to each for a total cost of \$21,120,000 with the parking structure being the \$9,200,000 piece of the budget. Councilmember Miller stated that the Front Avenue project was slated to be completed and made sense to be finished in conjunction with the park and the City Hall parking project was an important piece as it provides RV parking and connectivity with the Centennial Trail. Mr. Anthony stated that based on meeting with staff and team McEuen it is felt that the contractual items are completed. It is hoped that the Foundation will continue to fund raise for the future addition of wish list items. Additional costs were added to the parking structure project as the Council decided to include boat parking stalls and the State determined the structure would need to be built to bridge standards, rather than road standards. The Front Avenue Centennial Trail project included donations and an LID to accomplish moving the trail off of Front Avenue. The Front Avenue and 3rd Street improvement project was pending for several years and made sense to be completed at this time and was included in the LID.

Councilmember Edinger asked what types of items were on the wish list. Mr. Anthony stated that there were historical signs, lighting, activities on the grass area, and more benches. Councilmember Miller stated there was a long list of vision items not included in the contract, which are now identified and included in the wish list so they are not forgotten and will be installed as funding allows. She stated that the original steering committee may be interested in creating a “Friend of the Park” foundation to fund raise for those wish list items. Councilmember Edinger asked if any more tax payer money will be spent on McEuen. Mr. Anthony clarified that it will be maintained like any other park and funding would be discussed during the budget time for council consideration; however, no improvement dollars are being sought. Councilmember Miller wanted to insure the contract was closed after the work was completed and that warranty work would be done. Her one recommendation would be to include a city’s representative in the process to ensure that the City benefit is monitored throughout the process, but that is not a reflection on this project. Mayor Widmyer stated that he would like to

see youth soccer or football on the open green space area. He also asked that staff continue to communicate with the people who have been involved with the steering committee.

MOTION: Motion by Miller, seconded by Gookin to direct staff to draft a policy/procedure which would require an independent third party owner's representatives or project manager for large scale, high cost, and unique scope of work city projects. The policy would include financial and project characteristic parameters as recommended by staff.

DISCUSSION: Councilmember Gookin asked if having an owner's representative will save project costs or cost the city more money. Mr. Hammond says that in his previous experiences hiring project managers, it would provide an expertise to the project and insure the best project in a timely manner at the least cost. Councilmember McEvers asked if this would apply to projects like Government Way. Councilmember Miller felt that Government Way-type projects are within normal operations and she would like staff to discuss what type of projects would be unique or typical operations.

Motion Carried.

PUBLIC COMMENTS:

Linda Wolovich, residing in Coeur d'Alene, stated that she has a concern regarding that the dike road tree limbs have been trimmed too high and she will miss the shelter from the rain and sun. She hopes that the trees that have not been trimmed up can be trimmed lower.

Bev Moss, residing in Coeur d'Alene, stated that she had been prepared to speak on the tree removals and had a lot of questions; however tonight's presentation answered her questions and she appreciated the apology. She asked the Council to work to get the information presented out to the community.

Sara Pharris, residing in Coeur d'Alene, stated that Rosenberry Drive is the name sake of her Grandparents. The area around the road is sacred ground to her as part of her family history. She asked that going forward trees be persevered as available and stated that the trees capture the essence of who her grandfather was. She asked the Council to plant new trees along Rosenberry Drive. Mayor Widmyer stated that the city did some of work in-house, which provided a cost savings that can be used to make some improvements in the area.

Sandy Emerson, residing in Kootenai County, stated that although he currently lives in the County, he has been dedicated to the City and downtown for most of his life. He served on the dike road steering committee and it is appropriate to state that there was a miscommunication and agrees that there was a lot of effort put forward to preserve trees. He understands that engineers do what it takes to comply with regulations and applauds the city in doing what they could to preserve the trees. He hopes that native plants can be replaced, and benches, parking, docks, etc. can be installed. On another note, he thanked everyone for their amazing efforts on McEuen Park and feels that it is a park his grandchildren will love to play in. He looks forward to additional plants, the sun dial, and additional signage. He also stated that the seawall could use some character building (artwork, water feature) for the 20,000 boaters that come to the park.

MOTION: Motion by Gookin, seconded by Evans to enter into Executive Session as provided by Idaho Code 67-2345 § (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student, and § (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ROLL CALL: McEvers Aye; Miller Aye; Gookin Aye; Adams Aye; Evans Aye; Edinger Aye.
Motion Carried.

The City Council entered into Executive Session at 7:43 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, Deputy City Attorney, and Police Chief. Council returned to regular session at 8:05 p.m.

ADJOURN: Motion by McEvers, seconded by Gookin that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 8:05 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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 62.50
 Rec No 999028
 Date 2/20/15
 Date to City Council: 03/03/15
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service ongoing - transfer

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input checked="" type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Transfer from <u>immediately</u> to _____	\$ <u>62.50</u>

Transfer from Red Lobster of Idaho to Red Lobster Hospitality, LLC

Business Name	Red Lobster #834
Business Mailing Address	Attn: Licensing, PO Box 695016
City, State, Zip	Orlando, FL 32869-5016
Business Physical Address	212 Neider Ave
City, State, Zip	Coeur d'Alene, ID 83815
Business Contact	Business Telephone: (407) 245- XXXX 5877 Fax: XXX 407/872-3729 Email address: XXXXXXXXXXXXXXXXXXXX jpantelemon@redlobster.com
License Applicant	Red Lobster Hospitality, LLC
If Corporation, partnership, LLC etc. List all members/officers	See Attached

RESOLUTION NO. 15-007

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 ACCEPTANCE OF DEED FROM ARMSTRONG PARK HOMEOWNER'S ASSOCIATION, INC.; DECLARATION OF SURPLUS 1999 KAMATSU GRADER, 19990 FORD FLATBED, 1995 FORD F-150 PICKUP, 1980 CASE BACKHOE FROM THE STREET DEPARTMENT; ADOPTION OF WASTEWATER UTILITY COLLECTION SYSTEM POLICIES; APPROVING A CONTRACT WITH PLANNED AND ENGINEERED CONSTRUCTION (PED) FOR THE WASTEWATER UTILITY 2015 CURED-IN-PLACE PIPE PROJECT; AND APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH NORTH IDAHO COLLEGE FOR FINANCING OF THE CITY OF COEUR D'ALENE FLOOD WORKS CERTIFICATION PROJECT.

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

- A) Acceptance of Deed from Armstrong park Homeowner's Association, Inc.;
- B) Declaration of Surplus 1999 Kamatsu Grader, 19990 Ford Flatbed, 1995 Ford F-150 Pickup, 1980 Case Backhoe from the Street Department;
- C) Adoption of Wastewater Utility Collection System Policies;
- D) Approving a Contract with Planned and Engineered Construction (PED) for the Wastewater Utility 2015 Cured-In-Place Pipe Project;
- E) Approving Amendment No. 1 to the Agreement with North Idaho College for Financing of the City of Coeur d'Alene Flood Works Certification Project;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through E" 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 3rd day of March, 2015.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: March 3, 2015

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Quit Claim Deed from Armstrong Park Homeowner's Association

DECISION POINT:

Accept the Quit Claim Deed for the Armstrong Park water tank site from the Armstrong Park Homeowner's Association.

HISTORY:

In 2006, the City acquired the Armstrong Park water system at the request of the homeowner's association, including the property on which the water tank is located. It was recently discovered that Kootenai County records showed that the water tank property was still owned by the owner's association. To remedy this situation, the owner's association executed a quit claim deed to the City.

FINANCIAL ANALYSIS:

There is no financial impact from accepting the Quit Claim deed. The City has owned and maintained the property since 2006. Accepting the deed will simply clarify ownership in the county records.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

There should be little or no impact from accepting the deed other than clarifying ownership of the well tank site in the county records.

DECISION POINT/RECOMMENDATION:

Accept the Quit Claim Deed for the Armstrong Park water tank site from the Armstrong Park Homeowner's Association.

Recording Requested By and
When Recorded Return to:
City of Coeur d'Alene
Renata McLeod
710 E Mullan Ave.
Coeur d'Alene, ID 83814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

This Quitclaim Deed made and entered as of this 11 day of February, 2015, between the **Armstrong Park Homeowners Association, Inc.**, Coeur d'Alene, ID (the "**Grantor**") and the **City of Coeur d'Alene**, Idaho, whose address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814 (the "**Grantee**").

Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUITCLAIM unto Grantee and to Grantee's heirs and assigns, all right, title and interest in and to the following described real property and improvements thereon located in Kootenai County, State of Idaho;

A parcel located in the NW ¼ of Section 20, Township 50 North, Range 3, West, Boise Meridian further identified as follows: The lot designated as the "Water Tower site" on the Armstrong Park first addition plat as recorded in book F, page 274-A. book of plats, Kootenai County, Idaho.

together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, to have and to hold all and singular and to its heirs and assigns forever.

By its execution of the Deed Acceptance, attached hereto as **Exhibit "A"**, and incorporated herein by reference, the Grantee agrees to the terms and conditions set forth in said Quitclaim Deed.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

ARMSTRONG PARK HOMEOWNERS
ASSOCIATION, INC.

By 
Robert Simpson, President of the Board of
Directors

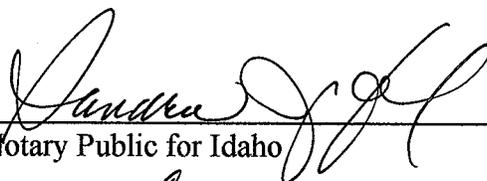
Date: FEB. 11th 2015

STATE OF IDAHO)
) ss.
County of Kootenai)

On this // day of February, 2015, before me, a Notary Public in and for said State, personally appeared **Robert Simpson**, known or identified to me to be the **President of the Board of Directors for Armstrong Park Homeowners Association, Inc.** of Coeur d'Alene, Idaho, the corporation that executed the within instrument or the person who executed the 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 official seal the day and year in this certificate first above written.





Notary Public for Idaho
Residing at Coeur d'Alene
My commission expires 05/01/2019

PUBLIC WORKS STAFF REPORT

DATE: February 23, 2015
FROM: Tim Martin, Street Superintendent
SUBJECT: **DECLARE SURPLUS 1999 Kamatsu Grader, 1990 Ford Flatbed, 1995 Ford F-150 Pickup, 1980 Case Backhoe**

DECISION POINT:

The purpose of this report is for consent to declare various pieces of used equipment and to be deemed surplus and authorization to auction.

HISTORY:

For many years we have used the clearing house for a few vehicles and pieces of equipment in the past and this works well. We no longer have space at the Ramsey site for storage.

PERFORMANCE ANALYSIS

This equipment has been deemed of little or no value.

1- Kamatsu Grader (7100 hrs.) :Due to high hours the piece of equipment was taken off-line in the winter of 2013, with extreme engine exhaust smoke, piston wear and transmission issues. Summer of 2014, when evaluating this piece of equipment, the estimated cost was in excess of \$35,000. Industry value was less than \$15,000.

2- 1990 Ford flatbed (133,840 miles) This vehicle has since been replaced with a newer used, more practical vehicle that fits the Parks department needs. A list of issues was very extensive. (rear hitch compromised, clutch/transmission replacement etc....) There is little to no value left.

3- 1995 Ford F-150 (138,424 miles) This engine has extreme blow by, worn valve guides, low power, and spark failure.

4- 1980 830 Case Backhoe (3902 hrs.)

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. There is a very minimal cost to the department for us to shuttle items to Post Falls.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: February 23, 2015

FROM: James Remitz, Capital Program Manager

SUBJECT: Adoption of Wastewater Utility Collection System Policies

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DECISION POINT:

The City Council may wish to adopt by resolution a number of policies (as attached to this staff report) relating to the planning, design and construction of the City of Coeur d'Alene wastewater collection system. These policies will update or amend previously adopted policies, stipulate consistent definitions, procedures and policies and provide guidelines for the planning, design and construction of extensions and additions to the Wastewater Utility's collection system.

HISTORY:

Over the history of the Coeur d'Alene Wastewater Department, a variety of policies dealing with the wastewater collection system have been adopted by the City Council. After extensive research, the Wastewater Department compiled a list of previously adopted policies pertaining to the wastewater collection system and reviewed each specific policy for current applicability. The new policies have been developed to incorporate applicable existing policies and new policies into a format that will allow for the compilation of all wastewater collection system policies into a single document which is easily disseminated. These policies will supplement Title 13 of the Coeur d'Alene Municipal Code and the previously adopted Coeur d'Alene Standard Drawings for Public Works Construction (Resolution # 11-016)

FINANCIAL ANALYSIS:

Adoption of these policies will not have any financial impact to the City of Coeur d'Alene.

RECOMMENDATION:

Adopt by resolution the following Wastewater Utility Department Policies: #708, #710, #713, #714, #715, #716, #717, #718, and #719.

Attachment:



CITY OF COEUR D'ALENE

WASTEWATER UTILITY DEPARTMENT

CITY HALL, 710 E. MULLAN AVE.
COEUR D'ALENE, IDAHO 83814-3958
(208)769-2281 – FAX (208)769-2338

765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

WASTEWATER COLLECTION SYSTEM POLICIES

AS ADOPTED BY RESOLUTION # 15-007

<u>POLICY #</u>	<u>DESCRIPTION</u>
708	Sewer Construction Inspection and Approval
710	Extensions to City Wastewater System
713	Sewer Main Manhole Location and Accessibility
714	Wastewater Lift Stations
715	Wastewater Lift Station Electrical Specifications
716	Sewer Main Connections and Disconnections
717	Establishing How "Property" is Defined for the Purpose of Assessing Wastewater Capitalization Fees
718	Extension of Sewer Service Outside of the Municipal Boundaries
719	Easements and Construction Near City Sewer Facilities



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WASTEWATER UTILITY DEPARTMENT

765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

Policy #:	Title:	Effective Date:
708	SEWER MAIN AND MANHOLE INSPECTION AND REVIEW	March 3, 2015

PURPOSE

The intent of this policy is to define the required procedures for the review, inspection and approval of sewer main and manholes that are constructed to become, or intended to become, part of the Coeur d'Alene Wastewater Utilities system.

REFERENCE

This policy will replace and supersede any and all prior policies that reference the inspection and review requirements for the acceptance of privately constructed, public wastewater facilities by the Coeur d'Alene Wastewater Utility.

POLICY

I. APPLICABILITY

This policy is applicable to all wastewater facilities (including, but not limited to, piping, manholes, lift stations, etc.) that are being designed and constructed by private parties and are intended to be owned and maintained by the Coeur d'Alene Wastewater Utility.

II. POLICY STATEMENT

Inspections:

- A. Two (2) manhole inspections are required. First inspection is prior to paving and the second inspection is after final pavement has been completed. The first manhole inspection may be scheduled concurrent with the video inspection. Provide forty-eight (48) hours notice to schedule inspections.

B. The CCTV video inspection of all new sewer main piping shall be performed subsequent to the required pressure testing by the Contractor and reviewed and approved by the Wastewater Utility prior to paving the roadways. A recording of the video inspection shall be submitted to the Wastewater Utility in a format pre-approved by the Wastewater Utility. The CCTV video shall include:

1. City manhole designations as provided by the City.
2. Measurement and orientation on video to each service tee and the final pipe length.
3. A signed calibration sheet indicating video footage was correct for the project.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.



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WASTEWATER UTILITY DEPARTMENT

765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

Policy #:	Title:	Effective Date:
710	EXTENSIONS TO CITY WASTEWATER SYSTEM	March 3, 2015

PURPOSE

Identify and describe policies and guidelines to be implemented in the planning, design and construction of additions and extensions to the Coeur d'Alene Wastewater Collection System.

REFERENCE

This policy will amend and supersede any previously adopted policy concerning the planning, design and construction of wastewater collection system facilities and will supplement the requirements of the most currently adopted standards of the Idaho Department of Environmental Quality, the latest edition of the Recommended Standards for Wastewater Facilities (aka, "Ten States Standards"), the latest edition of the Idaho Standards For Public Works Construction and the City of Coeur d'Alene Standard Drawings for Public Works Construction.

POLICY

I. APPLICABILITY

This policy is applicable to all proposed sanitary sewer extensions that will be owned, operated and maintained by the City of Coeur d'Alene Wastewater Collection System.

II. POLICY STATEMENT

- A. All Wastewater System improvements shall be designed using the NGVD 29 datum for vertical control.
- B. Where applicable, all sewer main piping extensions shall be designed and constructed to provide for future extensions. This will require that the sewer main piping be extended "to and through" the property being served and may necessitate the piping to be installed at minimum slopes. If a larger diameter pipe size is

required to serve a future service area, the City of Coeur d'Alene will reimburse the developer for the cost of the increased sized pipe material. No additional installation costs will be reimbursed.

- C. In order to minimize odor issues, recommended design slopes on low flow “dead end” runs of sanitary sewer piping shall be 1%.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.



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WASTEWATER UTILITY DEPARTMENT

765 W. Hubbard Ave.
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Policy #:	Title:	Effective Date:
713	SEWER MAIN MANHOLE LOCATION AND ACCESSIBILITY	March 3, 2015

PURPOSE

To provide design guidelines for the location of Sewer Main Manholes and to define accessibility requirements of manholes that are, or intended to be, owned and maintained by the Coeur d'Alene Wastewater Utility.

REFERENCE

This policy will replace and supersede the existing Sewer Line Manhole Location Policy as approved by Resolution # 88-058.

POLICY

I. APPLICABILITY

This policy is applicable to the design and construction of all manholes that are installed as part of the Coeur d'Alene Wastewater Utility system.

II. POLICY STATEMENT

All sewer manholes shall be designed and constructed in accordance with current Idaho Department of Environmental Quality (IDEQ), "Ten States Standards", Idaho Standards for Public Works Construction and City of Coeur d'Alene Wastewater Utility Standards. This policy will define additional requirements for the location and accessibility for manholes within the Coeur d'Alene Wastewater Utility system.

A. Manholes shall be located in developed street right-of-ways and as close to the centerline as possible to keep the manhole lid out of the travelled lanes.

Exceptions:

1. An alley may be used only where the use of the street is impractical due to topographical limitations or prior development. Manholes shall be located as close to the centerline of the alley as possible.

2. Other locations (such as parking areas) may be approved on a case by case basis where appropriate easements have been provided, and reasonable access to the manhole(s) can be provided during all times of the year.
- B. Access at manholes shall consist of an area of concrete, asphalt or compacted gravel surface, extending a minimum of 8 linear feet from the manhole on all sides, which is capable of supporting the wheel loads of typical sewer maintenance vehicles. No fences, structures or vegetation shall be within 10 feet, either horizontally or vertically, of the manhole cover. A similarly accessible all weather vehicular route shall also be provided to the manhole site.
 - C. In phased developments, when a manhole is placed out of the pavement for a future reach of sewer piping, the manhole frame and cover must be placed close enough to the future finish elevation so that a cone section change-out will not be required. The manhole frame and cover shall be placed 6 inches below the finish grade.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.



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WASTEWATER UTILITY DEPARTMENT

765 W. Hubbard Ave.
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Policy #:	Title:	Effective Date:
714	WASTEWATER LIFT STATIONS	March 3, 2015

PURPOSE

To amend existing Policy #714, as approved by Resolution No. 94-015, that defines the types of wastewater lift stations permitted by the Wastewater Utility. This policy will also define the minimum number of dwelling units to be served in order for a lift station to be accepted for ownership and operation by the Coeur d'Alene Wastewater Utility.

REFERENCE

This policy will amend the previously adopted policy, and all subsequent modifications of the policy limiting the types of sewage lift stations acceptable to the Wastewater Utility.

POLICY

WASTEWATER LIFT STATIONS

I. APPLICABILITY

This policy is applicable to the design and construction of all sanitary sewage pump (lift) stations that are, or intended to be owned and operated by the Coeur d'Alene Wastewater Utility. This policy is supplemental to the design and construction standards of the Idaho Department of Environmental Quality, the latest edition of the Recommended Standards for Wastewater Facilities (aka "Ten States Standards") and the latest edition of the Idaho Standards for Public Works Construction.

II. POLICY STATEMENT

- A. Coeur d'Alene Wastewater Utility **will not accept sewage lift stations** for developments of less than 50 dwelling units.
- B. For all developments of 50 dwelling units or larger, only submersible pump type lift stations will be accepted. The minimum diameter of the wet well shall be eight (8) feet. Coeur d'Alene Wastewater Utility lift stations shall contain pumps capable of passing spheres of at least 3 inches in diameter. Pump suction and discharge openings shall be at least 4 inches in diameter and discharge force mains shall not

be less than 4 inches in diameter. The lift stations shall be designed in accordance with common engineering practices and all applicable standards. The lift station design shall also include provisions for the installation of all compatible telemetry components and programming required by the Coeur d'Alene Wastewater Utility Wastewater Lift Station Master Specification Division 16 - Electrical. (Reference Policy # 715)

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.



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WASTEWATER UTILITY DEPARTMENT

765 W. Hubbard Ave.
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Policy #:	Title:	Effective Date:
715	WASTEWATER LIFT STATION ELECTRICAL SPECIFICATIONS (DIVISION 16)	March 3, 2015

PURPOSE

To provide standard electrical specifications for all wastewater lift stations to be constructed that will become part of the Coeur d'Alene Wastewater Utility.

REFERENCE

These specifications have been developed by the Coeur d'Alene Wastewater Utility, with assistance from Trindera Engineering, Inc. and were last revised July 30, 2007. Promulgated by National Electrical Code updates and other factors, these specifications will periodically warrant technical revisions to update this policy. Unless directed otherwise, the updated policy will not require City Council approval. The most current version of these specifications will be maintained by and made available at the Administrative Office of the Coeur d'Alene Wastewater Utility.

POLICY

I. APPLICABILITY

This policy is applicable to all wastewater lift stations that are, or are intended to become owned and maintained by the Coeur d'Alene Wastewater Utility

II. POLICY STATEMENT

As part of the design and construction of a wastewater lift station project, the Coeur d'Alene Wastewater Utility will require the contractor to provide the following electrical and control system components:

- Metering as required by the servicing electrical utility.
- Main disconnect and service entrance equipment as specified herein.

- Automatic transfer switch and standby power generator as specified herein.
- Pump Control Panel as specified herein.
- Telemetry Control Panel as specified herein including;
 - Remote Telemetry Unit (RTU) as manufactured by RUGID Computers and as specified herein.
 - FCC licensed frequency radio as manufactured by Data Radio and as specified herein and operation on a frequency of 173.23750 MHz.
- Telemetry antenna, cable and appurtenances as specified herein.
- Level control components and appurtenances as specified herein, including;
 - Ultrasonic level transmitter.
 - Submersible level transmitter.
- Electrical raceways, wire, cable and appurtenances as specified herein.
- One (1) lockable all weather 120VAC, 20 Amp GFCI convenience receptacle labeled “Bioxide Outlet” with two discrete signal capabilities.
- One area “Low-Level Low-Lumen” yard light that illuminates basic area plus Station address and emergency phone number and one switchable “ Night-time Emergency” light(s) capable of adequate lighting acceptable for full crew emergency responses. Emergency lighting mode shall not allow direct lighting into neighboring properties.

The above list of equipment is not all inclusive. The following referenced specification sections provide additional details on the necessary components and responsibilities of the Contractor to meet the requirements of the Coeur d’Alene Wastewater Utility.

The latest version of the **Wastewater Lift Station Electrical Specifications, Division 16,** are hereby incorporated by reference in this policy.

RESPONSIBLE DEPARTMENT

The City of Coeur d’Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.



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WASTEWATER UTILITY DEPARTMENT

765 W. Hubbard Ave.
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Policy #:	Title:	Effective Date:
716	SEWER SERVICE CONNECTIONS AND DISCONNECTIONS TO SEWER MAINS	March 3, 2015

PURPOSE

To clearly define the types and methods of making sewer service lateral connections to Wastewater Utility wastewater mains and establish the requirements for the disconnection and abandonment of service lateral connections to the main.

REFERENCE

This policy will replace and supersede Resolution #88-058 and the Sewer Tap Policy defined therein.

POLICY

I. APPLICABILITY

This policy is applicable to all existing and future connections to sewer mains that are owned and maintained by the Coeur d'Alene Wastewater Utility.

II. POLICY STATEMENT

The intent of this policy is to establish the requirements for the construction of all connections and disconnections of sewer service laterals to the sewer mains. These requirements will ensure the structural integrity of the piping, minimize the potential for root intrusion, and provide for the long term maintenance and functionality of the Wastewater Utility's sewer mains and privately owned laterals.

- A. Only one appropriately sized service lateral will be allowed to serve each legally recognized parcel. "One parcel...One Service". Installation of "extra" sewer service laterals for future use on any singular parcel is prohibited.

- B. Taps or laterals will only be allowed to be directly connected on sewer mains fifteen inches (15") in diameter or larger with written approval of the Wastewater Utility. **This approval must be obtained prior to making the connection.**
- C. All service connections that are installed as part of the construction of new sewer mains less than 15 inches in diameter shall use appropriately sized 'in-line' tees and piping that will extend the new service lateral to the property or easement line.
- D. All sewer service taps on existing sewer main piping shall be accomplished only by the use of a circular hole drilled into the sewer main with the coupon of main piping removed. The coupon shall be submitted as evidence of the "cored" hole in the main piping during the Wastewater Utility's inspection of the service installation.
1. The acceptable sewer service saddle for all concrete or clay sewer main piping is a style 'CB' sewer saddle, manufactured by ROMAC Industries or approved equal.
 2. For connecting to PVC and CIPP rehabilitated sewer mains, the acceptable sewer saddle is an appropriately sized PVC PSM Saddle Tee manufactured by GPK Industries, Inc. or approved equivalent. The sewer service saddle shall be installed according to the manufacturer's recommendations and care shall be taken to ensure that a water tight seal between the piping and saddle is maintained.
- E. Sewer service taps and laterals shall be located perpendicular (90 degrees) to the sewer main piping and shall extend perpendicular to the main within the right-of-way or easement to the property line or easement line. All sewer service taps shall enter the main piping as close to "10 o'clock or 2 o'clock" as possible, assuming the bottom of the pipe is "6 o'clock" and the top of the pipe is "12 o'clock". Service taps will not be allowed to be located below the 'springline' of the sewer main piping.
- F. Existing sewer service connections on the main piping that are to be disconnected and abandoned shall meet the following:
1. The sewer service piping to be abandoned shall be severed as close to the main as practical (within 12-16") in order to install a plug and cap on the section of service piping still connected to the main.
 2. The plug and cap to be installed shall provide a watertight seal and shall be designed to prevent material and root intrusion from entering the abandoned sewer service.
 3. Where existing conditions will not allow the use of a plug and cap, the proposed method of disconnection shall be reviewed and approved by the Wastewater Utility on a case by case basis.

G. In keeping with the “one parcel - one service” policy, any and all extra (unused) sewer service stubs or laterals to a parcel must be disconnected and abandoned per City Standards at the time that a new connection to the sewer main for the parcel is made.

RESPONSIBLE DEPARTMENT

The City of Coeur d’Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.



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WASTEWATER UTILITY DEPARTMENT

765 W. Hubbard Ave.
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Policy #:	Title:	Effective Date:
717	ESTABLISHING HOW "PROPERTY" IS DEFINED FOR THE PURPOSES OF ASSESSING WASTEWATER CAP FEES	March 3, 2015

PURPOSE

M.C. 13.16.010 A. provides, in part, that "The owners of property connecting to the Coeur d'Alene sewer system, directly or by connecting to a private system that connects to the city sewer system,, shall be assessed a sewer capitalization fee" M.C. Chapter 13.16 does not define the term "property." The purpose of this policy is to provide a consistent methodology for defining "property" for the purpose of cap fee calculation.

REFERENCE

Coeur D'Alene Municipal Code 13.16.010.

POLICY

I. APPLICABILITY

This policy is applicable to all existing and future connections to the sewer system owned and maintained by the Coeur d'Alene Wastewater Utility.

II. POLICY STATEMENT

- A. General Rule: For the purpose of calculating capitalization fees under M.C. Chapter 13.16, the term "property" will mean physical address. As such, an individual cap fee will be charged for each physical address seeking connection to the City wastewater system unless the following exception applies.
- B. Exception: A property with more than one physical address may be considered a single "property" for the purposes of calculating a cap fee as long as the property is

functionally a “single” property as evidenced by meeting the following criteria (if applicable):

1. Common ownership and operation;
 2. Common development plan;
 3. The property is treated as a single “property” for other regulatory purposes (liquor licensure, etc.);
 4. The property may be comprised of multiple contiguous parcels, has a campus-like setting with pedestrian connectivity and other features indicative of a single “property”;
 5. Connection can be made without additional impact on the City's facilities; and
 6. Treating the property as a single “property” will not undermine the integrity of the City’s cap fee methodology.
- C. Re-evaluation: Once a property meeting the above exception, no longer satisfies the necessary criteria, the property cap fee will be set at the existing use per each physical address.

RESPONSIBLE DEPARTMENT

The City of Coeur d’Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.



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765 W. Hubbard Ave.
Coeur d'Alene, ID 83814

Policy #:	Title:	Effective Date:
718	Extension of Sewer Service Outside of the Municipal Boundaries	March 3, 2015

PURPOSE

The purpose of this policy is to re-affirm a previous motion of the Coeur d'Alene City Council **to not allow** for the extension of the City's Sewer System outside of the municipal boundaries of the City.

REFERENCE

This policy was last re-affirmed by a motion of the City Council on November 1, 1989.

POLICY

I. APPLICABILITY

This policy is applicable to all future proposed sewer system extensions.

II. POLICY STATEMENT

Any proposed extension of the City's sewer system shall be wholly located within the boundaries of City of Coeur d'Alene and shall not serve properties outside of the City boundary.

Exception: With the formal approval of the City Council, a written agreement may be executed to allow for the extension of the sewer system outside of the City boundaries. Such agreement shall require that the proposed area outside of the City boundary proposed to be served will comply with all provisions of Chapter 13 of the Coeur d'Alene Municipal Code and any other portions of the Municipal Code that are applicable.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Wastewater Department shall be charged with the implementation and follow through of this adopted policy.



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Policy #:	Title:	Effective Date:
719	EASEMENTS AND CONSTRUCTION NEAR SEWER FACILITIES	March 3, 2015

PURPOSE

The purpose of this policy is to define minimum easement requirements and dimensions for wastewater collection facilities.

REFERENCE

This policy statement will update a motion of the Coeur d'Alene City Council that was passed 12/1/1981.

POLICY

I. APPLICABILITY

The following policy will apply to all City owned and maintained wastewater collection facilities not located within public right of ways.

II. POLICY STATEMENT

A. All wastewater collection facilities shall be located within a minimum 20 foot wide easement granted to the City of Coeur d'Alene for the purpose of the access, operation and maintenance of said facilities. The easement width shall be centered over the centerline of the piping and extend 10 feet on either side of the piping centerline. The easement extends vertically and therefore no overhead encroachment is allowed.

1. In the case of a shared easement with other buried utilities, a minimum easement width for the wastewater piping shall extend 10 feet on either side of the wastewater piping centerline.

- B. Construction of structures within the easement is prohibited. Landscaping within the easement shall be limited to shallow rooted vegetation, concrete curbing, and asphalt surfaces. Permanently mounted signs, fences and monuments will not be allowed within the easement.
- C. Manholes within the easement will require access by maintenance vehicles and equipment via an all-weather surface approved by the Wastewater Department.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Wastewater Department shall be charged with the implementation and enforcement of this adopted policy.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: February 18, 2015
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Bid Results for the **2015 Cured In Place Pipe (CIPP) Project.**

=====

DECISION POINT:

The City Council may wish to accept and award a contract to the low bidder for the City of Coeur d'Alene Wastewater Utility 2015 Cured-in-Place Pipe (CIPP) Project.

HISTORY:

On December 31, 2014, the City prequalified two (2) CIPP Contractors through the State of Idaho Category B Bidding process. On January 28, 2015, Notice for Bids was issued to these contractors for this FY's public sewer (trenchless) rehabilitation project. Bids were opened on February 13, 2015 at 10:00 AM.

FINANCIAL ANALYSIS:

The following table summarizes the prequalified contractor's bids the City received:

BIDDER NAME	BASE BID 10,170 FT	ADD ALT. #1 4,920 FT.	ADD ALT. #2 3,400 FT
Planned and Engineered Construction, Helena, MT	\$255,555.00	\$118,520.00	\$83,500.00
Insituform, Littleton, CO	\$372,557.00	\$130,437.00	\$88,977.40
Engineer's Estimate	\$320,000.00	\$156,000.00	\$107,000.00

In accordance to the Bidding Documents, the basis of award is based on the lowest Base Bid and as shown in the table above, Planned and Engineered Construction (PEC) provided the lowest Base Bid. The WW planned and budgeted for this project during the FY 2014-2015 and has the available funds to pay for PEC's Base Bid of (\$255,555.00) plus Additive Alternate #2 (\$83,500.00) for a total of \$339,055.00.

PERFORMANCE ANALYSIS:

PEC has successfully completed seven (7) previous CIPP contracts within the City of Coeur d'Alene to the WW's satisfaction.

RECOMMENDATION:

Award the City of Coeur d'Alene Wastewater Utility 2015 Cured-In-Place Pipe (CIPP) Project Base Bid plus Additive Alternate #2 Contract to Planned and Engineered Construction (PEC), for a total of \$339,055.00.

Contract

THIS CONTRACT, made and entered into this 3rd day of MARCH, 2015, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and PLANNED AND ENGINEERED CONSTRUCTION, INC., a corporation duly organized and existing under and by virtue of the laws of the state of MONTANA, with its principal place of business at HELENA, MONTANA, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the 2015 CURED-IN-PLACE PIPE (CIPP) PROJECT in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene Wastewater Utility - 2015 Cured-in-Place Pipe (CIPP) Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed \$ 339,055.00, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

Unit Price Schedule

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Base Bid					
2010.4.1.A.1	Mobilization	1	LS	\$8,500.00	\$8,500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$4,500.00	\$4,500.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8"	8,871	LF	\$19.00	\$168,549.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10"	947	LF	\$22.00	\$20,834.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 12"	352	LF	\$28.00	\$9,856.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	32	EA	\$100.00	\$3,200.00
SP-02541.4.1.C.1	Lateral Reinstatement	301	EA	\$55.00	\$16,555.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line	10,170	LF	\$1.00	\$10,170.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line	10,170	LF	\$1.00	\$10,170.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$3,221.00	\$3,221.00
TOTAL BASE BID:					\$255,555.00
Additive Alternate No. 1					
2010.4.1.A.1	Mobilization	1	LS	\$1,200.00	\$1,200.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$1,220.00	\$1,220.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8"	3,548	LF	\$19.00	\$67,412.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10"	1,372	LF	\$22.00	\$30,184.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	15	EA	\$100.00	\$1,500.00
SP-02541.4.1.C.1	Lateral Reinstatement	104	EA	\$55.00	\$5,720.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line	4,920	LF	\$1.00	\$4,920.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line	4,920	LF	\$1.00	\$4,920.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,444.00	\$1,444.00
TOTAL ADDITIVE ALTERNATE NO. 1:					\$118,520.00
Additive Alternate No. 2					
2010.4.1.A.1	Mobilization	1	LS	\$500.00	\$500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$500.00	\$500.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8"	3,054	LF	\$19.00	\$58,026.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10"	349	LF	\$22.00	\$7,678.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	23	EA	\$100.00	\$2,300.00
SP-02541.4.1.C.1	Lateral Reinstatement	120	EA	\$55.00	\$6,600.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line	3,403	LF	\$1.00	\$3,403.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line	3,403	LF	\$1.00	\$3,403.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,090.00	\$1,090.00
TOTAL ADDITIVE ALTERNATE NO. 2:					\$83,500.00
TOTAL CONTRACT PRICE					\$339,055.00
(BASE BID + ADD ALTERNATE NO. 2)					

ADDITIVE ALT. NO. 1
NOT AWARDED

The Work shall be substantially complete within the calendar days listed below (for the Basis of Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions or by August 31, 2015, whichever comes first, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within thirty (30) calendar days after the date of Substantial Completion.

Contract Time	Contract Award	Notice to Begin Contract Times	Calendar Time (days)
Substantial Completion ^A	Base Bid + Additive Alt. No. 2	Notice to Proceed	70
Final Completion		Notice of Substantial Completion	30

^A Contract Times for Substantial Completion shall be the listed calendar days, or by August 31, 2015, whichever comes first.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 – 1002)

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

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

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

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

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

CONTRACTOR:
PLANNED AND ENGINEERED CONSTRUCTION, INC.
3400 CENTENNIAL DRIVE
HELENA, MT 59601

By: _____
Steve Widmyer, Mayor

By: _____

ATTEST:

Renata McLeod, City Clerk

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3RD day of March, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, 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 March, 2015, before me, a Notary Public, personally appeared _____, known to me to be the _____, of PLANNED AND ENGINEERED CONSTRUCTION, INC., and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

Notice of Award

DATED: MARCH 3, 2015

TO: PLANNED AND ENGINEERED CONSTRUCTION, INC.
(bidder)

ADDRESS: 3400 CENTENNIAL PLACE, HELENA, MT 59601

CONTRACT FOR: 2015 CURED-IN-PLACE PIPE (CIPP) PROJECT

You are notified that your Bid dated FEBRUARY 13, 2015, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for:

The Contract Price of your contract is THREE HUNDRED THIRTY-NINE THOUSAND FIFTY-FIVE AND NO/100 Dollars (\$339,055.00).

This Notice of Award obligates the Successful Bidder to immediately return the acknowledgement of receipt of Notice of Award and, within ten (10) business days, execute and return the Agreement, furnish the required Bonds, complete and return the Public Works Contract Report, and provide evidence of insurance. Within ten (10) business days of the OWNER receiving said items, OWNER will return to CONTRACTOR one fully signed photographic copy of the Agreement with the Contract Documents attached.

CITY OF COEUR D'ALENE
(OWNER)

ACCEPTANCE OF AWARD

PLANNED AND ENGINEERED CONSTRUCTION, INC.
(CONTRACTOR)

BY: _____
(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

(TITLE)

(TITLE)

(DATE)

Successful Bidder's Checklist

The successful Bidder will be required to submit the following information prior to execution of the Contract by the Owner. The Bidder will be advised of other items that may be required.

- ___ 1. Evidence of Insurance:
 - Liability
 - Workmen's Compensation
- ___ 2. Performance Bond
- ___ 3. Labor and Materials Payment Bond
- ___ 4. Surety Agent's Power of Attorney
- ___ 5. State Tax Commission Public Works Contract Report

This checklist is provided only as a convenience for Bidders and is not intended to be a detailed or complete listing of all actions and documents that may be required. Bidders are advised to carefully read all portions of the Contract Documents and to comply with all requirements.

Contract

THIS CONTRACT, made and entered into this 3rd day of MARCH, 2015, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and PLANNED AND ENGINEERED CONSTRUCTION, INC., a corporation duly organized and existing under and by virtue of the laws of the state of MONTANA, with its principal place of business at HELENA, MONTANA, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the 2015 CURED-IN-PLACE PIPE (CIPP) PROJECT in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene Wastewater Utility - 2015 Cured-in-Place Pipe (CIPP) Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed \$ 339,055.00, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

Unit Price Schedule

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
Base Bid					
2010.4.1.A.1	Mobilization	1	LS	\$8,500.00	\$8,500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$4,500.00	\$4,500.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8"	8,871	LF	\$19.00	\$168,549.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10"	947	LF	\$22.00	\$20,834.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 12"	352	LF	\$28.00	\$9,856.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	32	EA	\$100.00	\$3,200.00
SP-02541.4.1.C.1	Lateral Reinstatement	301	EA	\$55.00	\$16,555.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line	10,170	LF	\$1.00	\$10,170.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line	10,170	LF	\$1.00	\$10,170.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$3,221.00	\$3,221.00
TOTAL BASE BID:					\$255,555.00
Additive Alternate No. 1					
2010.4.1.A.1	Mobilization	1	LS	\$1,200.00	\$1,200.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$1,220.00	\$1,220.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8"	3,548	LF	\$19.00	\$67,412.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10"	1,372	LF	\$22.00	\$30,184.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	15	EA	\$100.00	\$1,500.00
SP-02541.4.1.C.1	Lateral Reinstatement	104	EA	\$55.00	\$5,720.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line	4,920	LF	\$1.00	\$4,920.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line	4,920	LF	\$1.00	\$4,920.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,444.00	\$1,444.00
TOTAL ADDITIVE ALTERNATE NO. 1:					\$118,520.00
Additive Alternate No. 2					
2010.4.1.A.1	Mobilization	1	LS	\$500.00	\$500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$500.00	\$500.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8"	3,054	LF	\$19.00	\$58,026.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10"	349	LF	\$22.00	\$7,678.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	23	EA	\$100.00	\$2,300.00
SP-02541.4.1.C.1	Lateral Reinstatement	120	EA	\$55.00	\$6,600.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line	3,403	LF	\$1.00	\$3,403.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line	3,403	LF	\$1.00	\$3,403.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,090.00	\$1,090.00
TOTAL ADDITIVE ALTERNATE NO. 2:					\$83,500.00
TOTAL CONTRACT PRICE					\$339,055.00
(BASE BID + ADD ALTERNATE NO. 2)					

ADDITIVE ALT. NO. 1
NOT AWARDED

The Work shall be substantially complete within the calendar days listed below (for the Basis of Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions or by August 31, 2015, whichever comes first, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within thirty (30) calendar days after the date of Substantial Completion.

Contract Time	Contract Award	Notice to Begin Contract Times	Calendar Time (days)
Substantial Completion ^A	Base Bid + Additive Alt. No. 2	Notice to Proceed	70
Final Completion		Notice of Substantial Completion	30

^A Contract Times for Substantial Completion shall be the listed calendar days, or by August 31, 2015, whichever comes first.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$500.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 – 1002)

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

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

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

Section 1-B – 5

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

CITY:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CONTRACTOR:

PLANNED AND ENGINEERED CONSTRUCTION, INC.
3400 CENTENNIAL DRIVE
HELENA, MT 59601

By: _____

ATTEST:

(SEAL)

(SEAL)

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That

PLANNED AND ENGINEERED CONSTRUCTION, INC.

(Name of Contractor)

3400 CENTENNIAL DRIVE, HELENA, MT 59601

(Address of Contractor)

a CORPORATION, hereinafter called Principal and (Corp., Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Coeur d'Alene, Kootenai County, Idaho, hereinafter called the OWNER, in the penal sum of THREE HUNDRED THIRTY-NINE THOUSAND FIFTY-FIVE AND NO/100 dollars (\$ 339,055.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____, 20 15, a copy of which is hereto attached and made a part hereof for 2015 CURED-IN-PLACE PIPE (CIPP) PROJECT.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER, all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation of this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2015.

ATTEST:

(Principal Secretary)

(Seal)

(Principal)

By: _____
(Title)

_____ (seal)

(Witness as to Principal)

(Address)

Attest:

(Surety)

(Attorney in Fact)

(Witness to Surety)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Idaho.

Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS: That

PLANNED AND ENGINEERED CONSTRUCTION, INC.

(Name of Contractor)

3400 CENTENNIAL DRIVE, HELENA, MT 59601

(Address of Contractor)

a CORPORATION, hereinafter called Principal and (Corp., Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Coeur d'Alene, Kootenai County, Idaho, hereinafter called the OWNER, in the penal sum of THREE HUNDRED THIRTY-NINE THOUSAND FIFTY-FIVE AND NO/100 dollars (\$ 339,055.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____, 2015, a copy of which is hereto attached and made a part hereof for 2015 CURED-IN-PLACE PIPE (CIPP) PROJECT.

NOW THEREFORE, if the Principal shall promptly make the payment to all persons, firms, Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and affect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation to this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20_15_.

ATTEST:

(Principal Secretary)

(Seal)

(Principal)

By: _____
(Title)

(seal)

(Witness as to Principal)

(Address)

Attest:

(Surety)

(Attorney in Fact)

(Witness to Surety)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Idaho.

State Tax Commission
PUBLIC WORKS CONTRACT REPORT

Ref No.	Code No.
This space for state use only.	

Section 54-1904A and 63-3624(f), Idaho Code, require all Public Works Contracts to be reported to the State Tax Commission.

Contract awarded by (public body and address)		
Contract awarded to (contractor's name and home address)		
State of Incorporation	Federal employer number	Date qualified to do business in Idaho (Section 30.501.1.C.)
Business operates as <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		Public Works contractor license number
Sales/Use tax permit number	Withholding tax number	Telephone number ()
Project number (if any)		Amount of Contract \$
Description and location of work is to be performed		
Scheduled project start date: _____ and completion date: _____		
If the following information is not available at this time, please indicate when it will be. _____ Date		

This form must be filed with the State Tax Commission within 30 days after a contract is awarded.

ALL SUBCONTRACTORS			
1	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
	Description of work		
2	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
	Description of work		
3	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
	Description of work		
4	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
	Description of work		

5	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
	Description of work		
6	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
	Description of work		
7	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
	Description of work		

Suppliers

1	Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	<input type="checkbox"/> Tax paid to state. * <input type="checkbox"/> No tax paid.
2	Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	<input type="checkbox"/> Tax paid to state. * <input type="checkbox"/> No tax paid.
3	Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	<input type="checkbox"/> Tax paid to state. * <input type="checkbox"/> No tax paid.
4	Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	<input type="checkbox"/> Tax paid to state. * <input type="checkbox"/> No tax paid.
5	Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	<input type="checkbox"/> Tax paid to state. * <input type="checkbox"/> No tax paid.
6	Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	<input type="checkbox"/> Tax paid to state. * <input type="checkbox"/> No tax paid.

*If tax was not paid to suppliers, but WAS or WILL BE reported as "Items Subject to Use Tax" under your permit number, indicate period of return on which payment WAS or WILL BE reported: _____

If tax was remitted to a state other than Idaho, Name state: _____

If tax is due and has not previously been reported, attach remittance to this form.

Sign Here	Authorized signature	Phone number	Date

File with the Idaho State Tax Commission, P.O. Box 36, Boise, Idaho 83722
For additional information call (208) 334-7691

Section 1-B – 13

City Council

STAFF REPORT

DATE: March 3, 2015
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Amendment to Levee Certification Funding agreement with NIC

DECISION POINT

Staff is requesting approval of Amendment #1 to the Agreement for Financing of the Flood Works Certification

HISTORY

The original agreement with NIC specified cost sharing for the engineering evaluation and resulting preliminary submittal to FEMA for certification of the Flood Works. That has been completed and we are now proceeding with the actual work. The Amendment defines the cost sharing for this last phase of the project. It was approved by the NIC board at their February 18th meeting.

FINANCIAL ANALYSIS

The cost estimate to complete the project is \$816,220. NIC will contribute \$248,124.50 and the remainder will be funded by the City. Our portion has been already been included in the current year's budget. We will be spreading the work over two fiscal years in order to facilitate funding. A significant portion of the levee repair work is being done by City crews and we anticipate a significant cost savings to the City.

PERFORMANCE ANALYSIS

The anticipated work is necessary to obtain certification of the Flood Works by FEMA. We expect completion of all the work by fall of 2016.

RECOMMENDATION

Staff recommends Council approval of the

**AMENDMENT 1
TO
AGREEMENT FOR FINANCING OF THE
CITY OF COEUR D' ALENE FLOOD WORKS CERTIFICATION PROJECT**

This Amendment to the Agreement for Financing of the City of Coeur d'Alene Flood Works Certification Project (the "Amendment") is made and entered into between the **City of Coeur d'Alene**, Idaho (the "City") and **North Idaho College** ("NIC") as of the ___ day of _____, 2015. The City and NIC are collectively referred to as the "Parties." All other terms are defined in the Agreement for Financing of the City of Coeur d'Alene Flood Works Certification Project, effective as of the 2nd day of July, 2013 (the "Agreement").

WITNESSETH

WHEREAS, the City maintains and operates that certain levee located along the shoreline of the Spokane River and is in the process of obtaining Levee Certification from FEMA; and

WHEREAS, the College agreed to assist the City by contributing a set amount of funds for certain improvements to the levee as required by FEMA which are more particularly described in the Agreement; and

WHEREAS, the Agreement contemplated a Phase 1 and Phase 2 regarding work to be completed for the Flood Works Certification Project (the "Project"); and

WHEREAS, Phase 1 and Phase 2 have been completed and the College has met its obligations under the Agreement;

WHEREAS, the City has determined that certain additional improvements are necessary to complete Levee Certification as is further described in **Exhibit A** which is attached hereto and incorporated herein by reference ("Phase 3"); and

WHEREAS, the total cost for Phase 3 of the Project is estimated at \$816,220.00; and

WHEREAS, the College has agreed to assist the City with some of the City's maintenance obligations by contributing certain additional funds as is more fully set forth below.

NOW THEREFORE, the Parties amend the Agreement as follows:

Amendment to Paragraph II of the Agreement. Paragraph II Financing of Project is amended by adding the following language:

2. **Phase 3:** Notwithstanding language in Paragraph II of the Agreement limiting NIC's obligation to a total amount of \$248,124.50, NIC has agreed to contribute additional funds and services as follows:

- a. NIC shall pay the City for the actual cost of construction of item 4 Exhibit A, not to exceed \$132,400.00, either on July 2, 2016 or upon completion of the work, whichever comes later. NIC has completed all improvements outlined in item 6 Exhibit A pertaining to Interior Drainage Basin work except for those improvements identified for College and Hubbard (with a total cost estimate of \$2,500). NIC will complete the College and Hubbard improvements prior to June 30, 2016; because NIC is completing this work directly no payments will be made to the City in regard to these improvements.
- b. NIC will pay the City \$100,000 on or before July 2, 2015. Fifty-thousand of this amount shall be used by the City toward the cost of items 7 Exhibit A (pertaining to tree removal/maintenance), and 8 Exhibit A (pertaining to erosion repairs); the remaining fifty-thousand shall be used by the City toward the cost of items 12 Exhibit A (pertaining to construction engineering and contract administration), 14 Exhibit A (pertaining to FERMA FIRM Flop map revision and additional MT-2 Forms), 15 Exhibit A (pertaining to contract documents by City of CDA), 16 Exhibit A (pertaining to providing response to FEMA on CLOMR and re-Certification and prepare final design plans suitable for construction), and 17 Exhibit A (pertaining to LOMR to FEMA at completion of project requirements).
- c. Except as expressly set forth herein, NIC has no obligation or responsibility for maintenance, repairs and, or improvements to the levee and, or for payments in regard to Phase 3 of the Project and any subsequent phase or work in relation thereto.

Except as set forth in this Amendment, the terms of the Agreement shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SIGNATURE PAGE TO FOLLOW

EXHIBIT A, to the AMENDMENT 1 TO AGREEMENT FOR FINANCING OF THE CITY OF COEUR D'ALENE FLOOD WORKS CERTIFICATION PROJECT

Initials: _____ Date _____
 CITY OF COEUR D'ALENE _____ Date _____
 NORTH IDAHO COLLEGE W _____ Date _____



ENGINEERS COST ESTIMATE
 RUEN-YEAGER & ASSOCIATES, INC.
 3201 NORTH HUETTER ROAD, COEUR D'ALENE, ID 83814, 208.292.0820

PROJECT: CLOMR and Flood Works Re-Certification

CLIENT: Project Requirements
 City of Coeur d'Alene

PROJECT NO.: P121010

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		TOTALS
				ENGINEERS ESTIMATE	ENGINEERS ESTIMATE	
1	FEMA Wall 5-ft Site Preparation Concrete Cast in place Wall Tie to Existing Wall Toe Drain 4-inch w Drywell Pedestrian Entrance Vehicle Entrance Sidewalk Replacement Asphalt Replacement Restoration & Utilities Traffic and Incidentals Vegetation and Art Deco Finish Subtotal FEMA Wall	285 1 75 1 400 1 160 30 1 1	LF CY LS LF LS SY SY LS LS	\$15,000.00 \$900.00 \$7,500.00 \$35.00 \$6,500.00 \$12,000.00 \$125.00 \$165.00 \$22,500.00 \$15,000.00 \$10,000.00	\$15,000 \$67,500 \$7,500 \$14,000 \$6,500 \$12,000 \$20,000 \$4,950 \$22,500 \$15,000 \$10,000 \$184,950.00	
2	Opening No. 2 Preparation Concrete Cast in Place Restoration of Deteriorated Materials Connection Steel for Beams New Slop Planks and "H" Beams if required Utilities Site Repair Trail Repair Contingency (for buried areas uninvestigated) Subtotal Opening No. 2	80 1 10 1 1 1 1 1 1 1	If LS CY LS LS LS LS LS LS LS	\$10,000.00 \$3,000.00 \$3,000.00 \$5,000.00 \$6,000.00 \$6,500.00 \$5,500.00 \$3,500.00 \$10,000.00	\$10,000 \$30,000 \$3,000 \$5,000 \$6,000 \$6,500 \$5,500 \$3,500 \$10,000 \$79,500.00	
3	Opening No. 14 Concrete Sill Plate	24	LF	\$150.00	\$3,600	
4	Opening No. 15 Remove Existing Concrete Prepare existing for new connections Attach new sheet pile (above ground) Install new concrete cap Restore Pedestrian Surfaces Slop Planks & "H" Beams Subtotal Opening No. 15	1 1 860 8 2 1	LS LS SF CY EA LS	\$20,000.00 \$1,500.00 \$100.00 \$1,800.00 \$2,000.00 \$6,500.00	\$20,000 \$1,500 \$86,000 \$14,400 \$4,000 \$6,500 \$132,400.00	
5	Gap Closure	80	If	\$50.00	\$4,000	
6	Interior Drainage Basin Garden & Hubbard (by NIC) Catch basin Piping Remove and Replace Type B drywell College and River Dr. (by NIC) Type A Drywell SU-IND-17 College and Hubbard (by NIC) Type B Drywell SU-IND-19 River Ave. and Park Dr. (by NIC) Type A Drywell SU-IND 22 WWTP (by WWTP) Pump Basin Piping Subtotal Interior Drainage Areas	1 60 1 1 1 1 1 1 1 1 100	EA FT EA EA EA EA EA EA EA EA LF	\$1,000.00 \$30.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$3,000.00 \$20.00	\$1,000 \$1,800 \$2,500 \$2,500 \$2,500 \$2,500 \$2,500 \$2,500 \$2,500 \$5,000 \$2,000 \$19,800.00	
7	Tree Removal/ Maintenance (Small Diameter Trees to be Removed by City) Tree and Debris Removal Maintenance -limbing Stump Removal Root Pit repair Medium Root Pit Repair Large Subtotal Tree Removal and Maintenance	408 1 226 181 54	EA LS EA EA EA	\$113.00 \$13,560.00 \$73.50 \$181.00 \$208.00	\$46,104 \$13,560 \$16,611 \$32,761 \$11,232 \$120,268.00	
8	Erosion Repairs Repair Depressions and Erosion per USACE Subtotal Erosion	6,500	SY	\$10.00	\$65,000 \$65,000.00	
9	Maintenance per Demonstration Report Tools, Materials and Equipment	1	LS	\$10,000.00	\$10,000	
10	Storm Water SWPPP (under one acre disturbance)	1	LS	\$12,000.00	\$12,000	
11	BMP's	1	LS	\$48,000.00	\$48,000	
12	Construction Engineering and Contract Administration	1	LS	\$14,500.00	\$14,500	
14	FEMA FIRM Flood Map Revision and Additional MT-2 Forms	1	LS			
15	Contract Documents (by City of CDA)	1	LS			
16	Provide Response to FEMA on CLOMR and Re-Certification and Prepare Final Design Plans Suitable for Construction	1	LS	\$13,000.00	\$13,000	
17	Submit LOMR to FEMA at Completion of Project Requirements	1	LS	\$25,000.00	\$25,000	
17	Contingency	1	EA	10%	\$74,202	
TOTAL ESTIMATED PROJECT COSTS						\$816,220

ANNOUNCEMENTS

Memo to Council

DATE: February 23, 2015

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the March 3, 2015 Council Meeting:

MAC CAVASAR

Pedestrian/Bicycle Advisory Committee

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Monte McCully, Ped/Bike Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

February 9, 2015
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson **ABSENT**
Council Member Steve Adams, Acting Chair
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Lee White, Police Chief
Sean Holm, Planner
Jim Hammond, City Administrator
Hilary Anderson, Planning Director
Kenny Gabriel, Fire Chief
Troy Tymesen, Finance Director

CITIZENS

Item 1. Approval of Grant Application and Acceptance of Partial Funding of one (1) Police Officer through the Idaho Office of Highway Safety.

(Agenda)

Chief White is seeking Council approval to apply for and accept grant funding for a percentage of one traffic officer's wages and benefits through the Idaho Office of Highway Safety. Chief White noted in his staff report that one of the major demands for police service relates to traffic incidents. In an effort to make roadways safer, the Idaho Office of Highway Safety is providing funding for expansion of existing traffic units through a grant that will provide funding for additional personnel. In calendar year 2014, the police department received 42,822 calls for service. 1,952 of those calls were accident related, 1,265 were traffic offense calls for service, 643 were DUI calls for service which includes 305 DUI arrests, and we had 70 incidents of impaired driving-related crashes in our City. In all, traffic-related crashes, arrests, and other incidents accounted for nearly 10 percent of all calls for service. There is a greater demand than ever for police service and this partial funding source will assist us in keeping the public safe. The keys to traffic safety are education, enforcement, and engineering. This new position in the traffic section will enhance our traffic safety program by focusing on traffic safety education, DUI enforcement, traffic enforcement in high crash areas, and school zone safety. This grant allows for partial funding of one officer to enhance our existing traffic unit. Although the Police Department must resubmit a grant application each year for the duration of this grant (3 years), it is very likely that our grant application will be accepted. In brief, this grant will fund 75% of a traffic officer's wages and benefits the first year, 50% the second year, and 25% the third year. The Police Department will hire a new officer to back-fill the patrol division, thereby increasing the overall staffing of the Department by one police officer. This grant would fund a portion of a traffic officer's wages and benefits at approximately \$64,298 the first year, \$45,182 the second year, and \$23,814 the last year, for a total of \$133,294 in wages and benefit reimbursement over the life of the grant, if all grant applications are accepted and approved. Additionally, the purpose of the grant is to cover a portion of all costs associated with expansion of existing traffic units, so the department will request reimbursement for a portion of the equipment required to outfit new the traffic officer. Over this time period, the department will realize some savings from the difference between a new officer's wages and a traffic officer's wages, and savings from the retirement of veteran officers who are replaced with new officers.

Councilmember Evans questioned if the City has the funding to cover what the grant does not. Troy Tymesen, Finance Director, said if the grant is awarded it will be at the end of this fiscal year. He believes there will be sufficient funds to cover the last few months of this fiscal year. After that the Council will be able to identify funding for the next fiscal year. Mr. Tymesen said it was Council's goal to add public safety officers and this is a great way in which to leverage one.

Councilmember Adams said it is no secret that he has issues with federal grants. He asked what is the plan if the City it not awarded the grant. Chief White said based on what he's heard so far there is a very

good chance we will be accepted as well as in the subsequence years. As pointed out, these are pass through dollars so if it is not funded in subsequence years, then we don't apply and we don't backfill an officers position that year. Chief White said he was given direction from Council to find creative ways to increase the number of public safety personnel and he believes this is a very creative way to do it.

MOTION: by Evans to authorize staff to apply for and accept grant funding for a percentage of one traffic officer's wages and benefits through the grant offered by the Idaho Office of Highway Safety. Receiving no second, the item will be forward to the full City Council without a recommendation.

Item 2. Authorization of use of lower City Hall parking lot for food trucks on a limited basis.
(Agenda)

Sean Holm is requesting Council approval for food trucks to operate in lower City Hall parking lot on a limited basis. Mr. Hold noted in his staff report that Food trucks are taking the nation by storm. The popularity of this form of food distribution has steadily increased over the last decade, with cities everywhere looking at the operational characteristics within their borders, and how to handle the influx of mobile food vendors. The City of Coeur d'Alene is currently in the process of creating an ordinance that will help define how vendors operate locally. While staff was orchestrating a workshop concerning city vendors, there was a common theme present made by the stakeholders: To allow this type of use downtown where it may be suitable. Staff took note of the request, and has identified a venue and timeframe to test its viability.

Mr. Holm said one thing staff has been tasked with is to activate the downtown and get areas that aren't as busy, busier. This is an opportunity that staff believes will do just that.

Councilmember Adams said it sounds like fun but there is always the case for preserving the parking. He is willing to give it whirl.

Councilmember Evans said it will be great for the community and it will add to culture of Coeur d'Alene in a fun and progressive way. It's new and different and she believes the community will embrace it.

MOTION: by Evans seconded by Adams to recommend Council authorize food trucks to operate in lower City Hall parking lot on a limited basis. Motion Carried.

The meeting adjourned at 12:21 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**CITY COUNCIL
STAFF REPORT**

DATE: March 3rd, 2015
FROM: Sean E. Holm, Planner
SUBJECT: Request for authorization to allow food trucks to operate in lower City Hall parking lot on a limited basis.

DECISION POINT:

Staff requests Council approval for food trucks to operate in lower City Hall parking lot on a limited basis.

LIMITED BASIS:

Staff has envisioned a food truck rally in the City Hall parking lot for June 19-21 (Car d' Lane), with a small test run on April 12 (National Grilled Cheese Day), to assess this type use at this location. The map of the subject area is below showing the extents of the request for each timeframe. Staff is willing to report back to City Council about the events, if there is any interest in the results.

There has been interest shown by the organizer to hold events inside of the park boundary which is an allowed use not needing Council approval. Parks fees for an event would apply if the trucks are within the park. At this time, staff is requesting City Council allow food trucks into the lower City Hall parking area on the dates listed above, while staff monitors the impacts associated with the request. See "Performance Analysis" below for staff comments on parking, cost/procedure, and timing/turf.

HISTORY:

Food trucks are taking the nation by storm. The popularity of this form of food distribution has steadily increased over the last decade, with cities everywhere looking at the operational characteristics within their borders, and how to handle the influx of mobile food vendors. The City of Coeur d'Alene is currently in the process of creating an ordinance that will help define how vendors operate locally.

While staff was coordinating a workshop concerning vendors in city limits, there was broad support from the stakeholders to allow this type of use downtown where it is suitable. Staff took note of the request, and has identified a venue and timeframe to test its viability.

PERFORMANCE ANALYSIS:

Staff consulted with the Legal Department who identified relevant legal issues that may have been overlooked. Since the property is publicly owned, the food truck group would need to lease the area at a nominal cost for each future event. Staff also recommends that all food trucks that use the lot list the City of Coeur d'Alene as an additional insured and hold the city harmless.

Analysis of parking in area

(Includes: City Hall parking, McEuen, Library, & Front St. angled parking):

Total= 850 total stalls *(incl. 10 dedicated bus/boat stalls @ City Hall)*

Remove from calculation: 28 city vehicle parking only = **822 stalls open to public**

National Grilled Cheese Day (April 12): 17 stalls for limited test run

- *2% of the stalls in the immediate area to be allocated temporarily*

Car d'Lane Request (June 19-21): 62 stalls for food truck rally

- *7.5% of the stalls in the immediate area to be allocated temporarily*

Analysis of costs/procedure

This request:

Approved food trucks operating on city property (sans parks) require a mobile food concession permit. It is a monthly fee set by season.

- \$25 per month, per truck, until June; then, \$50 per month for summer months

Anticipated in future:

Operation of food trucks associated with approved events, in approved parks, will generate the following fees due to the city:

- \$50 per day, per truck (May include amenities such as power, water, garbage service, and tables, depending on availability at the site)

Timing of events & turf

McEuen Park had a "soft-opening" mid-season 2014, and as portions of the park were completed, they were made available to the public. This year is the first time staff has operated this park while transitioning from winter to spring. The Parks & Recreation Dept. is monitoring the state of the lawn to ensure it is healthy and operates smoothly. Currently, the turf is very soft and could be easily damaged by a heavy vehicle.

The request to allow Food Trucks into the lower City Hall parking lot on a limited basis will meet three goals:

1. Will allow staff to observe this pilot program to gather feedback from city staff/departments, vendors, and the public in a convenient and controlled location.
2. Will allow staff to monitor the turf until it is deemed acceptable for this type of use.
3. Implementation of CDA Vision 2030 Plan: Growth & Development #3.1: Continued Enhancement of Downtown CDA - *Support existing and new activities, planning and incentive programs for the continued enhancement and vitalization of the city center/downtown area.*

FINANCIAL ANALYSIS:

Based on research of similar events, the financial impacts should be small. Food trucks are self-sufficient and are able to operate almost anywhere. Anticipated impacts to the area will be in the form of refuse.

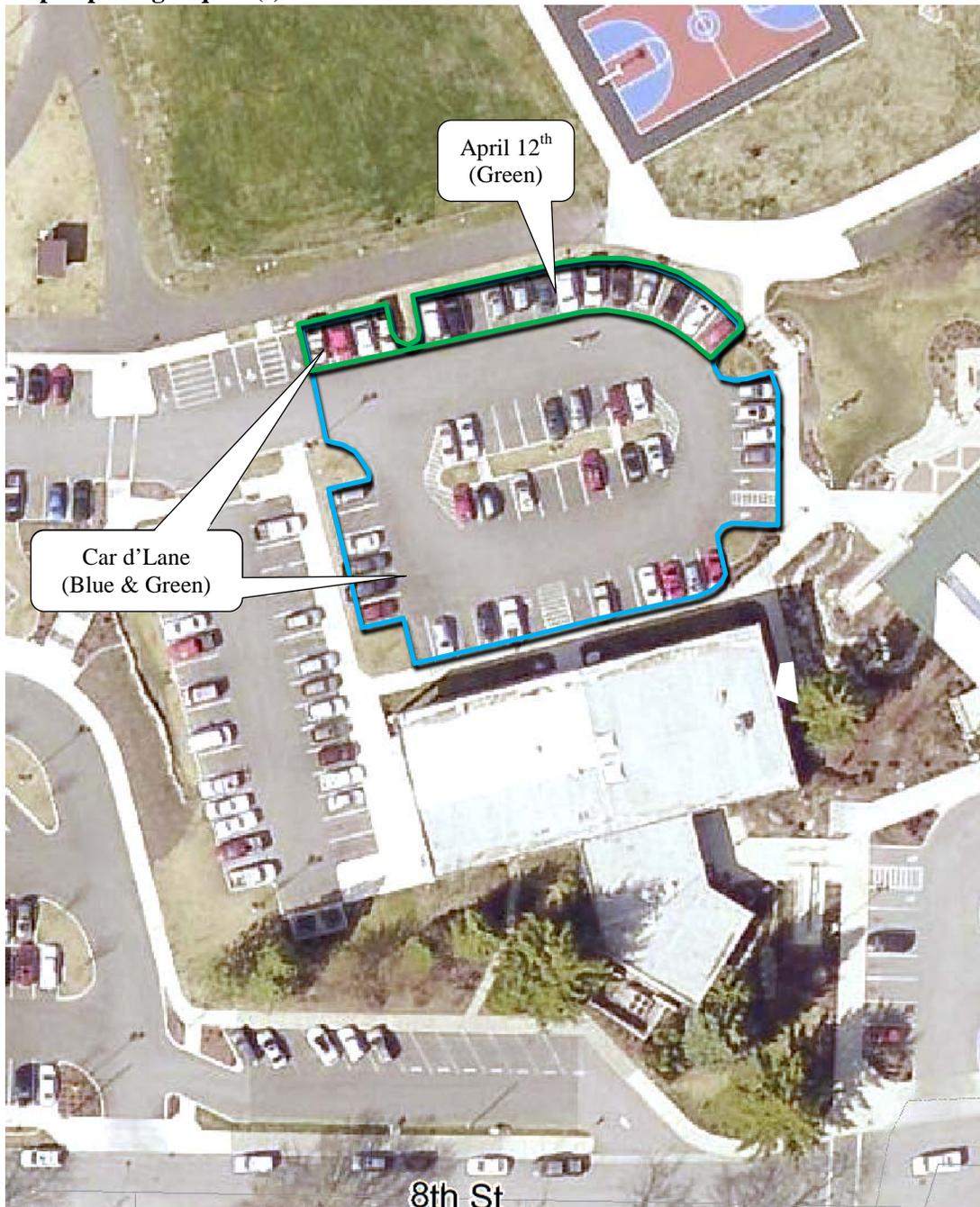
- Increased garbage generation in the area is expected and city code requires the food trucks to provide trash cans.

- Each food vendor will be required to purchase a mobile food concession license from the city to operate on city property. (\$25/month, per truck, until June- then \$50/month for summer)
- Staff is requesting, since this is a pilot program, that the lease be forgone for the limited pilot test on Sunday, April 12, with a formal lease to be drawn up for the Car d'Lane event on June 19-21, 2015.

DECISION POINT/RECOMMENDATION:

Staff requests Council approval to allow food trucks to operate in lower City Hall parking lot on a limited basis for April 12 and June 19-21 to monitor impacts in the area. (Maps attached showing location).

Map depicting request(s):





CITY OF COEUR D'ALENE

MUNICIPAL SERVICES -CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

Date rec. 2/24/2015 Amt Pd 25- Rec. No 762509 Permit No Date issued

Application for MOBILE FOOD CONCESSION

Applicant Name Michael Musser Date of Application 2/24/15

Applicant Physical Address 1735 W. Kathleen Ave s CDA, ID 83815

Mailing Address Same

City, State, Zip

Telephone 208-664-1717 Cell 509-280-2355 Mail mmusser311@gmail.com Fax

Name of Business Meltz Extreme Grilled Cheese

Health Permit No. (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions)

7x14' Enclosed Trailer + 10'x10' Ez-Up

Please describe the type of item(s) sold

Extreme Grilled Cheese

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only.

City Hall Parking Lot

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Signature of Applicant

Sworn to me this 24th day of Feb, 2015

by Kathy Lewis, Deputy City Clerk



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES -CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

Date rec. 2/23/15
Amt Pd 25-
Rec. No 762044
Permit No
Date issued

Application for MOBILE FOOD CONCESSION

Jerk Pan Inc - SABRINA BORGER

Applicant Name THE JAMAICAN JERK PAN Date of Application 2/19/15

Applicant Physical Address 17512 N GREENBLUFF RD

Mailing Address SAME

City, State, Zip COLBERT, WA 99005

Telephone 509 271 2124 Cell E-Mail THEJERK-PAN@GMAIL.COM Fax

Name of Business THE JAMAICAN JERK PAN

Health Permit No. IN PROCESS FOR (ID) (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions) 7ft x 20ft, ALL BLACK TRAILER WITH A RED YELLOW & GREEN LOGO, 2 SERVICE WINDOWS

Please describe the type of item(s) sold JERK CHICKEN, CURRY CHICKEN, RICE & BEANS, CABBAGE SALAD, FESTIVALS (FRIED DOUGH)

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. 4/12/15 CITY HALL FOOD TRUCK RALLY

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Signature of Applicant

Sworn to me this 19th day of FEB. 20 15

by [Signature], Deputy 2/23/15 City Clerk



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES -CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

Date rec. 2/23/15
Amt Pd 25-
Rec. No 499054
Permit No
Date issued

Application for MOBILE FOOD CONCESSION

Applicant Name 3 Ninjas mobile food and catering Date of Application 2/19/2015

Applicant Physical Address 4710 E 6th ave

Mailing Address 4710 E 6th ave

City, State, Zip Spokane Valley WA 99212

Telephone Cell 509-768-3613 E-Mail 3ninjas@gmx.com Fax

Name of Business 3 Ninjas LLC

Health Permit No. (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions)
8x20 mobile unit

Please describe the type of item(s) sold
Wraps, Fish tacos, noodle bowls and rice bowls

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only.

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Signature of Applicant Steven J Kitchens

Sworn to me this 23 day of Feb 20 15

City Clerk My Clerk, Deputy



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES - CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

Date rec. 2/23/15 Amt Pd 25- Rec. No. 762039 Permit No. Date issued

Application for MOBILE FOOD CONCESSION

Applicant Name ANTHONY EPETANIO Date of Application 2/19/15

Applicant Physical Address 18326 E 8th AVE SPOKANE VALLEY, WA 99016

Mailing Address 18326 E 8th AVE

City, State, Zip SPOKANE VALLEY, WA 99016

Telephone (509) 280-6115 Cell (509) 280-6115 E-Mail SHAMELESS SAUSAGES@gmail.com Fax

Name of Business SHAMELESS SAUSAGES

Health Permit No. I'LL HAVE A PERM # SOON. HAVE BEEN LICENSED W/ IDAHO THE LAST 3 YEARS & JUST RENEWED IN AN APP. FOR 2015 (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions) 4X8 MOBILE FOOD CART OR A 10X10 OR 10X20 CANOPY FOR LARGER EVENTS.

Please describe the type of item(s) sold GOURMET SAUSAGES

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. CITY HALL

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Signature of Applicant

Sworn to me this 19 day of FEB, 2015

me 2/23/15 (Name, Myself) City Clerk



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES - CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

Date rec. 2/20/15 Amt Pd 2500 Rec. No 449237 Permit No Date issued

Application for MOBILE FOOD CONCESSION

Applicant Name Heather Riviere Date of Application 2-18-15

Applicant Physical Address 3615 N. Gov't Way, Coeur d'Alene ID 83814

Mailing Address 8110 N. Sundance Dr.

City, State, Zip Coeur d'Alene ID 83815-7029

Telephone 208-907-7460 Cell 509-868-5802 E-Mail info@cdabcrespes.com Fax 208-762-3823

Name of Business Coeur de Breizh Crepes

Health Permit No. 2815-128802 Food Safety Exam: 100064860 (Dept of Health + Welfare) (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions) Chevy P30 Commercial Truck 8' wide x 24' long (18' of commissary kitchen inside)

Please describe the type of item(s) sold Savory (meal-type) crepes and sweet (dessert-type) crepes, Beverages such as Hot Chocolate, Coffee, Perrier, Orange, Apple Juice

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. We will be stationed in the lower City Hall Parking lot in one of the spaces reserved for the event along the edge of McEwen Park.

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Signature of Applicant

Sworn to me this 20th day of Feb, 2015

by Kathy Lewis, Dignity City Clerk

OTHER BUSINESS

STAFF REPORT

Date: February 23, 2015
From: Steve Anthony Parks and Recreation Director
Subject: Storage Building Person Field

Decision Point:

Does the Parks and Recreation Commission want to recommend to the City Council the acceptance of a \$40,000.00 donation from the Coeur d'Alene Junior Tackle Association to construct a storage building on the northwest corner of Person Field.

History:

The City of Coeur d'Alene purchased the west portion of Person Field in 2013, which included the Field House and football field. One of the main users of Person Field is the Coeur d'Alene Junior Tackle Association. Coeur d'Alene Junior Tackle has stored their football equipment in the Field House and when the City purchased the park, staff agreed to let the association continue to store their equipment for two years. The Coeur d'Alene Junior Tackle Board is requesting to build a new storage building north of the present Field House.

Financial Analysis

The Coeur d'Alene Junior Tackle Association would donate \$40,000.00 to the city of Coeur d'Alene for the construction a new storage facility. The city would make arrangements to build the facility and would own the facility when construction is complete. The Coeur d'Alene Junior Tackle Association would lease the building from the city for \$5.00 a year with a proposed 15-year lease. The building will not be heated, but will have electricity and the Junior Tackle Association would be responsible for those costs. There would be no additional cost to the city.

Recommendation:

That the Parks and Recreation Commission recommend that City Council accept the donation of \$40,000.00 from the Coeur d'Alene Junior Tackle Association for the construction of a new storage facility at Person.

**CITY COUNCIL
STAFF REPORT**

Date: March 3, 2015
From: Steve Anthony
Subject: Grant from Northwest Community Foundation

DECISION POINT:

Does the City Council want to accept the donation of a 12-16 passenger van from Specialized Needs Recreation.

HISTORY:

The City of Coeur d'Alene and Specialized Needs Recreation (SNR) have worked together for over 25 years to provide recreational and social activities for the mentally disabled. The city has provided the vehicles for transporting the participants, and maintenance on those vehicles. SNR currently serves over 500 people.

FINANCIAL ANALYSIS:

These programs will not have a large financial impact on the city. The agreement is that SNR will accept a grant from the Northwest Community Foundation for \$25,000.00 and purchase a new van. SNR will then donate the van to the city and the only expense to the city will be routine maintenance on the van. The van will also be available for city use by other departments.

PERFORMANCE ANALYSIS:

This is a program that will be beneficial to our citizens with special needs as it will give them an opportunity to have transportation to the recreation and social activities.

RECOMMENDATION:

That the City Council accept the donation of the 12-16 passenger van from the Specialized Needs Recreation.

CITY COUNCIL STAFF REPORT

Date: March 3, 2015
From: Bill Greenwood, Park & Recreation Superintendent
SUBJECT: **PICKLEBALL COURTS AND DONATION**

DECISION POINT:

Recommendation from the Parks & Recreation Commission to City Council to approve the conversion of two of the three tennis courts at Northshire Park into six pickleball courts, grant budget authority to staff and to accept donations from the CDA Pickleball Association to assist with the conversion.

HISTORY:

In previous years pickleball players would use tape to line out pickleball courts over the top of tennis courts for this ever growing sport. McEuen Park was our first park to have pickleball courts with painted lines over the top of the tennis courts. Once McEuen Park opened we quickly realized that we did not have enough pickleball courts to meet the needs of the local pickleball players. With recognizing that need staff had permanent Pickleball lines painted at the Northshire Park tennis courts. These newly lined courts were used every day throughout the season.

FINANCIAL ANALYSIS:

Repairs of these courts were planned to be budgeted in fiscal 15/16 from Parks Impact Fee, which as of January 31st was at \$341,904.87. These are funds that that are identified in Park Capital Improvement and are budgeted each year for park development, improvements and repairs. These repairs include sealing all cracks, resurfaced the entire court with Plexipave and stripe one tennis court for \$19,224. The cost to convert to pickleball courts, posts, nets and striping for all of the 6 pickleball courts is \$9868. The CDA Pickleball Association has pledged \$10,000 to the project and to date they have already raised \$8000 in contributions.

PERFORMANCE ANALYSIS:

This proposed conversion would keep one tennis court for the neighborhood and add six pickleball courts and give us our first dedicated Pickleball courts. With that change we still would have 14 tennis courts in our parks for public use; in addition there are courts at both high schools and NIC available for the public. A USAPA publication this year states nationally that pickleball is up from last year by 36% or (2,838) "of places to play", and up by 48% or (9,863) in the number of courts and memberships are up 38% (7,101). With the growth in this sport the CDA Pickleball Association will be hosting a three day tournament at Cherry Hill this August and are expecting to draw nearly 200 participates.

DECISION POINT/ RECOMMENDATION:

Recommend the conversion of two of the three tennis courts at Northshire Park into six pickleball courts, grant budget authority to staff and to accept donations from the CDA Pickleball Association to assist with the conversion.

**CITY COUNCIL
STAFF REPORT**

Date: March 3, 2015
From: Bill Greenwood Parks & Recreation Superintendent
SUBJECT: MOU for Excess Water near Riverstone Park

DECISION POINT:

The Parks & Recreation Commission has recommended to City Council the approval of the Memorandum of Understanding between Pinkerton Retirement, LLC; Riverstone Master Association, Inc and the City of Coeur d Alene to allow excess water to be to be placed in the pond at Riverstone.

HISTORY:

The City of Coeur d'Alene has a Maintenance and Pond Agreement with Riverstone Master Association, Inc beginning into 2005 that outlines maintenance and responsibility for the park and pond. All management of the pond, liner and water quality are the responsibility of Riverstone Master Association, Inc.

FINANCIAL ANALYSIS:

There is no cost to the City of Coeur d' Alene.

PERFORMANCE ANALYSIS:

Excess ground water was discovered at the Pinkerton site last summer when they began construction for the below grade portion of their building. We have conducted several meetings along with a DRT review to determine the best options for the mitigation of this excess water and placement of the water into the pond to be the best solution. Pinkerton has conducted water analysis of the ground water and it has been determined to be acceptable by regulatory standards to allow this water to be placed in the pond. The freeboard of the pond has the capacity to accept the daily winter's discharge of 2500 gallons of water as well as the summer discharge of 10,000 per day. The higher summer flow will be unitized at a higher rate though evaporation and irrigation use. The delivery of the excess water to the pond would a landscaped streambed flowing into the pond. This new landscape element will help with pond health by providing additional aeration. All construction costs and maintenance of this new stream would be paid for by Pinkerton.

DECISION POINT / RECOMMENDATION:

Recommendation for the approval of the Memorandum of Understanding between Pinkerton Retirement, LLC, Riverstone Master Association, Inc and the City of Coeur d Alene to allow excess water to be to be disposed of in the pond at Riverstone.

RESOLUTION NO. 15-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH PINKERTON RETIREMENT SPECIALISTS, LLC, AND RIVERSTONE MASTER ASSOCIATION, INC. REGARDING PLACEMENT OF EXCESS COLLECTED AND RETAINED SUB-SURFACE WATER INTO THE RIVERSTONE POND.

WHEREAS, the Parks and Recreation Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding, pursuant to terms and conditions set forth in a MOU, 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 MOU; NOW, THEREFORE,

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

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

DATED this 3rd day of March, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this 3rd day of March, 2015, by and between **Pinkerton Retirement Specialists, LLC, Riverstone Master Association, Inc.**, and the **City of Coeur d'Alene**, hereinafter referred to as PRS, RMA, and the City, as Participants, for the purpose of achieving various aims and objectives relating to the placement of excess collected and retained sub-surface water into the Riverstone Park pond.

Whereas RMA is responsible for the maintenance of the pond, consistent water elevation of the pond, and the pond's supporting infrastructure, and the City is responsible for the maintenance of all land areas of the park adjacent to the pond, including a water overflow route to a disposal basin in the park, and, whereas PRS desires to dispose of excess subsurface water extracted from its property that is adjacent to the park and pond, all three parties (PRS, RMA, and the City) agree to the following:

1. PRS will be allowed to pump excess water from its site into Riverstone Park pond on a daily basis. The daily rates of said water discharge vary from a high of approximately 10,000 gallons in the summer months to a low of 2,500 gallons a day in the winter months.
2. In agreeing to allow this augmentation of the pond's contained water resource, RMA understands that PRS has conducted a chemical analysis of the water in the pond and from its site and found no appreciable difference as it relates to the regulatory context of federal, state, and local law.
3. RMA also understands and agrees, based on calculations presented to them, and attached herewith, that the pond water resource augmentation in the amounts noted above will not contribute to an overflow circumstance, but will provide the following benefits:
 - a. The supplemental water conveyed into the pond will help to offset water losses due to evaporation in the summer months
 - b. The water removed from the surrounding soil structure of the pond and PRS site will contribute to a better sub-soil circumstance through an ongoing dewatering process
4. RMA agrees to notify both the City and PRS if environmental conditions, beyond the control of all parties, are anticipated to create an overflow circumstance with the intent that PRS and RMA will engage in short term mitigating measures to manage the water level of the pond.
5. The City agrees and understands that said notice related to the potential for an overflow circumstance shall constitute notice of the need for their communication to the public about potential challenges in short term park use as it relates to the public's health, safety and welfare.
6. PRS agrees to bear all ongoing costs and landscape maintenance of the water conveyance, and the construction of the appurtenances and related structures necessary to convey the water to the pond, and to allow RMA and the City to review any final design drawings of such.
7. PRS agrees to provide yearly water quality testing of their collected water resource to assure the ongoing quality of the Riverstone Park pond water resource.

Term

Unless terminated by a Participant as otherwise allowed in this MOU, the arrangements made by the Participants of this MOU, shall remain in place for a term of five (5) years from the date of its execution

by all parties. The term can be extended by agreement of all parties. Should this property be sold this MOU will transfer with said property.

Dispute Resolution

In the event of a dispute between the Participants related to this MOU, a dispute resolution group will convene consisting of the Chief Executives of each of the participants together with one other person independent of the partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Participants agree that a decision of the dispute resolution group will be final.

Liability

No liability will arise or be assumed between the Participants of this MOU as a result of this MOU.

Notice

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph, or to such addresses as the parties may have furnished for use by all.

Governing Law

This MOU shall be governed by the laws of the State of Idaho.

Assignment

The Participants in this MOU may not assign or transfer the responsibilities or agreement made herein without prior written consent of the non-assigning Participants, which approval shall not be unreasonably withheld.

Amendment

This MOU may be amended or supplemented in writing, if the writing is signed by the Participant obligated under this MOU.

Severability

If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Understanding

It is mutually agreed upon and understood by and among the Participants of this MOU that:

1. Each Participant will work together with the others in the fulfillment of the contents of this MOU
2. In no way does this agreement restrict involved Participants from participating in similar agreements with other public or private agencies, organizations, and individuals.
3. Nothing in this MOU shall obligate any of the participants to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between Participants of the MOU shall be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the

Participants involved and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

- 4. This MOU is not intended to and does not create any right, benefit, or trust responsibility.
5. This MOU will be effective upon signature of all participants.
6. Any participant may terminate its participation in this MOU by providing thirty (30) days written notice to the other participants.

The following Participants support the content and aims of this MOU:

Signatories

This agreement shall be signed on behalf of Pinkerton Retirement Specialists, LLC (PRS) by _____, and on behalf of Riverstone Master Association, Inc. (RMA) by _____, and the City of Coeur d'Alene (the City) by _____. This agreement shall be effective as of the date first written above.

Pinkerton Retirement Specialists, LLC
(Printed Name)
Its
Date

Attest:
Notary Public

Riverstone Master Association, Inc.
(Printed Name) Mike Erickson
Its
Date

Attest:
Notary Public

The City of Coeur d'Alene
Steve Widmyer, Mayor

Renata McLeod, City Clerk
Date

Attest:
Notary Public

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**PUBLIC WORKS COMMITTEE
MINUTES
January 23, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin

STAFF PRESENT

Amy Ferguson, Executive Assistant
Sid Fredrickson, WW Superintendent
Tim Martin, Street Supt.
Jim Remitz, Capital Program Mgr.
Jim Hammond, City Administrator
Warren Wilson, Deputy City Attorney

**Item 1 Bid Results for the 2015 Cured in Place Pipe (CIPP) Project
Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for council to accept and award a contract to the low bidder for the City of Coeur d'Alene Wastewater Utility 2015 Cured-In-Place Pipe (CIPP) Project.

Mr. Becker explained in his staff report that on December 31, 2014 the City prequalified two CIPP Contractors through the State of Idaho Category B Bidding process. On January 28, 2015, Notice for Bids was issued to those contractors for this fiscal year's public sewer (trenchless) rehabilitation project. In accordance with the Bidding Documents, the basis of award is based on the lowest Base Bid. Planned and Engineered Construction (PEC) provided the lowest Base Bid. PEC has successfully completed seven previous CIPP contracts within the City of Coeur d'Alene to the Wastewater Department's satisfaction.

Mr. Becker commented that prequalification helps reduce the potential for contractors to provide substandard work. The bids consisted of a base bid, and also provided for Additive Alternative #1 and #2 for additional reaches. He noted that Additive Alternative #2 can be done within the budget. This project will help to bring them where they need to be in their schedule for pipe rehabilitation.

Councilmember asked what amount is budgeted for this. Mr. Becker said that they budget \$700,000 every year, but that budget amount includes CIPP, open trenching, consultants, and anything that requires emergency repairs. He noted that they feel very comfortable with PEC and their quality of work.

Mr. Becker explained that the CIPP process is estimated to increase the life span of the pipe by another 100 years. He noted that using the CIPP process they can line about 1,200 feet of pipe a day and it would take almost two months to do the same thing via the open trench process.

MOTION: Motion by Gookin, seconded by McEvers, to recommend that Council approve Resolution 15-___, authorizing an agreement with Planned and Engineered Construction (PEC) for the 2015 Cured-In-Place Pipe (CIPP Project Base Bid Plus Additive Alternate #2) in the amount of \$339,055.00. Motion carried.

**Item 2 Declare Surplus 1999 Kamatsu Grade, 1990 Ford Flatbed, 1995 Ford F-150 Pickup,
1980 Case Backhoe
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for council to declare various pieces of uses as surplus and authorize staff to proceed to auction.

Mr. Martin explained in his staff report that for many years, the city has used the auction house for a few vehicles and pieces of equipment. They no longer have space at the Ramsey site for storage. The equipment, including a 1999 Kamatsu Grade, 1990 Ford Flatbed, 1995 Ford F-150 pickup, and 1980 Case Backhoe, has been deemed to be of little or no value. The Auction house takes a percentage of the bid auction item and there is a very minimal cost to the department to shuttle the items to Post Falls.

Mr. Martin commented that all four pieces of equipment are not running and are not used on the road today. The grader was purchased in 2000 and two years ago during the winter they experienced a loss of power and transmission problems. The fleet mechanic said that it would cost in excess of \$35,000 to fit it and the value of the grader is about \$12,000.

The 1990 Ford flatbed is a Parks Department vehicle and they have used parts off of it over the last couple of years to keep other vehicles in the fleet. The vehicle has been replaced with a vehicle out of the Street fleet. The 1995 Ford F150 has 138,000 miles and has a completely worn out motor. The 1980 Case backhoe is no longer in service and they received a backhoe from the Water Department a couple of years ago.

Councilmember Gookin asked if there was a regular schedule for going through and looking at the fleet. Mr. Martin said that they created a process a few years ago. Every spring he also works with the Water and Parks Departments to determine their needs and what will work for them.

MOTION: Motion by Gookin, seconded by McEvers, to recommend council declare the 1999 Kamatsu Grade, 1990 Ford Flatbed, 1995 Ford F-150, and 1980 Case Backhoe as surplus and authorize staff to take to auction. Motion carried.

**Item 3 Adoption of Wastewater Utility Collection System Policies
Consent Calendar**

James Remitz, Capital Program Manager, presented a request for council adoption of a number of policies relating to the planning, design and construction of the City of Coeur d'Alene wastewater collection system.

Mr. Remitz explained in his staff report that these policies will update or amend previously adopted policies, stipulate consistent definitions, procedures and policies, and provide guidelines for the planning, design and construction of extensions and additions to the Wastewater Utility's collection system.

The new policies have been developed to incorporate existing policies and new policies into a format that will allow for the compilation of all wastewater collection system policies into a single document which is easily disseminated. The policies will supplement Title 13 of the Coeur d'Alene Municipal Code and the previously adopted Coeur d'Alene Standard Drawings for Public Works Construction.

Mr. Remitz explained that after the last meeting of the Public Works Committee, Policy 714 was amended after a review by the City Engineer and Building Department deleted section 2, paragraph c, which deals with small subdivisions. This is the only change from the report that was made to the subcommittee two weeks ago.

MOTION: Motion by Gookin, seconded by McEvers, to recommend that Council approval Resolution No. 15-000 adopting the proposed Wastewater Utility Collection System Policies 708, 710, 713, 714, 715, 717, 718, 719. Motion carried.

The meeting adjourned at 4:18 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison