

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

VISION STATEMENT

**OUR VISION OF COEUR D'ALENE IS OF A BEAUTIFUL, SAFE CITY THAT PROMOTES
A HIGH QUALITY OF LIFE AND SOUND ECONOMY THROUGH EXCELLENCE IN
GOVERNMENT.**

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when Item F - Public Comments is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M.

MARCH 20, 2012

A. CALL TO ORDER/ROLL CALL

B. INVOCATION:

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

E. PRESENTATIONS:

1. PRESENTATION: Utility Box Beautification Project

Presented by Steve Anthony and Joe Sharnetsky, Arts Commission

F. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 5 minutes to address to City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

G. CONSENT CALENDAR

Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilman or a citizen that one or more items be removed for later discussion.

1. Approval of minutes for March 6, 2012.
2. Setting of General Services and Public Works Committees meetings for March 26, 2012 at 12:00 noon and 4:00 p.m. respectively.

CONSENT CALENDAR Cont'd

3. RESOLUTION 12-009 consisting of the following items:

a. Contract Extension for Grant Administration with Panhandle Area Council

As Recommended by the General Services Committee, Mar. 12, 2012

b. Grant Agreement for Citylink Partnership

As Recommended by the General Services Committee, Mar. 12, 2012

c. Amendments to J-U-B Agreement – Wastewater Utility 2012 Collection System Projects

As Recommended by the Public Works Committee, Mar. 12, 2012

d. Change Order No. 1 with Buddy's Backhoe for Slope Repair and Erosion Control Levee Project

As Recommended by the Public Works Committee, Mar. 12, 2012

e. Change Order No.10 with Contractors Northwest Inc. for Wastewater Treatment Plan, Phase 5

As Recommended by the Public Works Committee, Mar. 12, 2012

f. Consultant Agreement with FCS Group – Stormwater Utility Ordinance

As Recommended by the Public Works Committee, Mar. 12, 2012

g. J-U-B Engineers Agreement – Water Comprehensive Plan Update

Staff Report Submitted

4. V-12-2: Setting of Public Hearing for Vacation of Rights-of-Way Taylor's Park Addition for April 17, 2012

As Recommended by the Public Works Committee, Mar. 12, 2012

5. Approval of Sole Source Procurement of Wastewater Treatment Tertiary Membrane Filters

As Recommended by the Public Works Committee, Mar. 13, 2012

6. Approval of Bills as Submitted

Submitted under Separate Cover

7. Setting of Public Hearing for CDBG 2011 Plan Year Consolidated Annual Performance and Evaluation Report for May 15, 2012

Staff Report Submitted

8. Approval of cemetery lot repurchase from Rachel Bell.

As Recommended by the City Clerk

CONSENT CALENDAR Cont'd

9. Approval of Beer/Wine license for Satay at 2501 N. Fourth Street.

As Recommended by the City Clerk

10. SS-1-12 – Final Plat Approval for Cherry Hill North Subdivision

Staff Report Submitted

11. Setting of Public Hearing – A-1-12 – Annexation and Zoning for 1000 W Garden for April 17, 2012

Staff Report Submitted

12. Approval of Budgeted Vehicles Purchase – Water Department

Staff Report Submitted

Motion by _____, seconded by _____ to approve the Consent Calendar as presented

*Discussion

*If a Councilman does not do so, ask the City Clerk to list the Resolution items

*ROLL CALL: Gookin __; Kennedy __; Edinger __; Adams __; McEvers __; Goodlander __.

*Motion carried/failed

H. ANNOUNCEMENTS

1. Council

2. Mayor

- a. Appointment to Jewett House Advisory Board and Ped/Bike Committee

Motion by _____, seconded by _____ to appoint Kathleen Sayler to the Jewett House Advisory Board and appoint _____ to the Ped/Bike Committee.

*Discussion

*All in favor/opposed

*Motion carried/failed.

3. Administrator's Report

I GENERAL SERVICES COMMITTEE

Chairman Kennedy

1. (G.S. Item 4) RESOLUTION 12-010 – Purchase & Sale Agreement and Parking Agreement for Eagles Property

Motion by _____, seconded by _____ to adopt Resolution 12-010

*Discussion

*ROLL CALL: Adams __; Edinger __; Goodlander __; Gookin __; Kennedy __; McEvers __.

*Motion carried/failed

J. PUBLIC WORKS COMMITTEE

Chairman Goodlander

1. (P.W. Item 4) COUNCIL BILL NO. 12-1011 – Amendments to Regulations for Bus Stops in Bike Lanes

Motion by _____, seconded by _____ to pass the first reading of Council Bill No. 12-1011.

*Discussion

*Ask the City Clerk to read the title

*ROLL CALL: Goodlander __; Kennedy __; McEvers __; Adams __; Edinger __; Gookin __.

*Motion carried/failed

Motion by _____, seconded by _____ to suspend the rules and to adopt Council Bill No. 12-1011 by its having had one reading by title only.

*Discussion

*ROLL CALL: Goodlander __; Kennedy __; McEvers __; Adams __; Edinger __; Gookin __.

*Motion carried/failed.

J. OTHER BUSINESS

1. COUNCIL BILL NO. 12-1009 – Codification Housekeeping Amendments to Recently Adopted Ordinances

As Recommended by Sterling Codifiers

Motion by _____, seconded by _____ to pass the first reading of Council Bill No. 12-1009

*Discussion

*Ask the City Clerk to read the title

*ROLL CALL: Kennedy __; McEvers __; Adams __; Edinger __; Gookin __; Goodlander __.

*Motion carried/failed.

Motion by _____, seconded by _____ to suspend the rules and to adopt Council Bill No. 12-1009 by its having had one reading by title only.

*Discussion

*ROLL CALL: Kennedy __; McEvers __; Adams __; Edinger __; Gookin __; Goodlander __.

*Motion carried/failed

2. COUNCIL BILL No. 12-1010 – V-12-1 – Vacation of Rights-of-Way in the Kootenai Addition

Per Council Action, March 6, 2012

Motion by _____, seconded by _____ to pass the first reading of Council Bill No. 12-1010.

*Discussion

*Ask the City Clerk to read the title

*ROLL CALL: McEvers __; Adams __; Edinger __; Gookin __; Goodlander __; Kennedy __.

*Motion carried/failed.

Motion by _____, seconded by _____ to suspend the rules and to adopt Council Bill No. 12-1010 by its having had one reading by title only.

*Discussion

*ROLL CALL: McEvers __; Adams __; Edinger __; Gookin __; Goodlander __; Kennedy __.

*Motion carried/failed.

K. PUBLIC HEARINGS

1. (Quasi-Judicial) ZC-1-12 – Zone Change at 2101 St. Michelle Drive

Read the Rules of Order for QUASI-JUDICIAL Public Hearing

Staff Report by Dave Yadon, Planner Director

Motion by _____, seconded by _____ to approve/deny the requested zone change for 2101 St. Michelle Drive and to direct staff to prepare the Findings and Order **or** to approve the Findings and Order as presented by Councilman _____.

*Discussion

*ROLL CALL: Gookin __; Kennedy __; Edinger __; Adams __; McEvers __; Goodlander __.

*Motion carried/failed.

2. (Quasi-Judicial) ZC-2-12 – Zone Change at 802 E. Young Ave.

Read the Rules of Order for a “QUASI-JUDICIAL Public Hearing

Staff Report by Sean Holm, City Planner

Motion by _____, seconded by _____ to approve/deny the requested zone change for 802 E. Young Avenue and to direct staff to prepare the Findings and Order **or** to approve the Findings and Order as presented by Councilman _____.

*Discussion

*ROLL CALL: Gookin __; Kennedy __; Edinger __; Adams __; McEvers __; Goodlander __.

*Motion carried/failed.

L. EXECUTIVE SESSION:

Motion by _____, seconded by _____ to enter into Executive Session as provided by I.C. 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.

*Discussion

*ROLL CALL: Gookin __; Kennedy __; Edinger __; Adams __; McEvers __; Goodlander __.

*Motion carried/failed.

M. ADJOURNMENT

Motion by _____, seconded by _____ that there being no further business before the Council the meeting is adjourned.]

*All in favor/opposed

*Motion carried.

Coeur d'Alene

CITY COUNCIL MEETING

March 20, 2012

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

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**

MARCH 6, 2012

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

Sandi Bloem, Mayor

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

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

INVOCATION: The invocation was led by Pastor Skip Lane, Hayden Friends Church.

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

PUBLIC COMMENTS:

Service Dog: Stonecalf Warriorwoman: 1421 N. 9th Apt. B4, presented her "dog of vision" and wanted to inform the City that she does not want to be harassed when she takes her dog into city parks.

Legion Ball Field: Marty Krupitski, 601 Front, Suite 1604, spoke in support of the proposed ball field at Cherry Hill.

McEuen Park Improvements: Tina Johnson, 601 Front, reviewed urban land institute information and believes that McEuen Park, as is, is tired, worn out, and in need of improvement. She noted that the Steering Committee met, and through a long process, developed the proposed design. They held 50 community meetings of their plan. She noted that several features of the original plan have been removed but she still supports the design.

PRESENTATION: LCDC ANNUAL REPORT: Tony Berns, Executive Director, presented the Lake City Development Corporation's (LCDC) annual report to the City. Mr. Berns reviewed the boundaries of the two urban renewal districts, the corporation's vision and mission statements. He identified the members of the LCDC Board and the members of their various committees. He reviewed their 2011 initiatives which include McEuen Park, Education Corridor, Midtown place-making, workforce/affordable housing, Mill River Senior Housing, Riverstone West Apartments for affordable housing units, KYRO partnership, brownfield

redevelopment projects using tax increment financing, partnership with the Centennial Trail Foundation for Prairie Trail development, infill partnership projects such as Kroc Center, the City Library, Chamber of Commerce, Parkside Tower, and also as a partner to bring Urban Land Institute to the City. He presented the long term goals of the Corporation as well as reviewing the status of their current projects in each of their Urban Renewal Districts.

2012 Projects include workforce housing, school improvements, long term public access, job retention/job creation, public parking, Midtown “place making” initiative, and continued Downtown support.

Councilman Adams asked what “restricted fund” meant on the balance sheet. Mr. Berns explained the accounting term for fund balance. Councilman Adams asked what the uses are for the properties listed in his report. Mr. Berns responded that these properties have been acquired for strategic events such as a future parking facility north of Sherman, the possibility of punching 8th Street through to the Library, and possibly enlarging the footprint of the City Hall/ Park area. Councilman Adams asked about the draw-down of funds. Mr. Berns noted that was for closing costs.

Councilman Adams asked about the meetings with the Midtown stakeholders, for the names of the businesses at these meetings and what did they meet about. Mr. Berns responded that LCDC has been meeting with Midtown for the past several years for revitalization of Midtown.

Councilman Gookin asked about Winton School and what are the specifics of that project. Mr. Berns noted that they have not discussed what the specific priorities are for the school district. Councilman Gookin asked if LCDC is set on what they are going to participate in in the Midtown area. Mr. Berns believes it may be premature at this point until they hear from the housing company from Boise. Councilman Gookin asked about tax credits and how can LCDC use tax credits for commercial buildings. Mr. Berns responded that the Federal Tax Credits are restricted for the housing portion of the Midtown projects. Mr. Gookin commented that he believes there is a concern that this housing project is competing with private commercial businesses. Councilman Gookin asked about the peeling paint on the sidewalks in Midtown. Mr. Berns noted that it was never paint, it was stain which never took the first time, and the contractor did it a second time which, again, did not take. Councilman Gookin asked about the Centennial Trail along the abandoned railroad property and asked if there was anything else being used for that property. Mr. Berns responded that the property in question has nothing specific for this area but hopes that it would make some commercial sense for improvements and the trail system would stay the same.

Councilman Gookin asked if there is a formal audit report. Mr. Berns said the audit report is on their web site. Councilman Gookin asked about the restricted funds. Mr. Berns explained the definition of restricted funds as it applies to Idaho law. Councilman Gookin asked why LCDC is using their cash reserves and asked about the law which requires placing an ad in the paper regarding property not being resold. Mr. Berns explained that their legal counsel noted that under the law those properties which do not have a strategic intent would fall within this category; however, LCDC has strategic intent for all the properties they have purchased.

Councilman Gookin asked what brownfields means. Mr. Berns responded that those are generally properties that were previous industrial sites.

Councilman Goodlander noted that as part of the Mill River improvement project there is 1,000 feet of sandy beach for the public's use. She also noted that the City's Engineering Department was responsible for the Midtown project including the sidewalks. Councilman Kennedy commented that the idea was raised to get a project moving in the Midtown area for a housing project and they had met with the owners of Midtown and the original housing project was an owner-occupied project vs. today's planned subsidized rental units.

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

1. Approval of minutes for February 21, 23, 2012.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, March 12, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-006: 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 THE DECLARATION OF SURPLUS EQUIPMENT – STREETS DEPARTMENT; AND APPROVING THE DESTRUCTION OF TEMPORARY RECORDS – LEGAL DEPARTMENT.

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

COUNCIL COMMENTS:

COUNCILMAN ADAMS: Councilman Adams announced that he had met with Wendy Gabriel and met with the Street Department last week.

COUNCILMAN GOOKIN: Councilman Gookin reported that he also met with Wendy Gabriel, and had met with the Legal Department, as well as helped review proposals for the Water Department's Master Plan Update. He had lunch with the Lake City Employees Association. Councilman Gookin announced that on March 14th, there is going to be a meeting at the American Legion Hall regarding the project with LCDC and Idaho Housing. He also noted that it disturbed him that an article ran in the newspaper about the Legion Design the day after the issue of purchasing the Cherry Hill Park property was approved by the Council and believes that he was not informed at that meeting that it was the intent of the City to use that property for that purpose. He now has a concern of whether he has received all the information when he is making a decision.

APPOINTMENT TO PLANNING COMMISSION: Motion by Goodlander, seconded by Edinger to appoint Rob Haneline to the Planning Commission. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced the cities of Coeur d'Alene and Dalton Gardens have broken ground on the Government Way, Dalton to Hanley Project. The first phase includes installing a sewer main in Government Way between Dalton and Hanley avenues, Dalton Avenue east of Government Way about one-half block, and

Hanley Avenue east of Government Way about one-half block. Although two-way traffic will be maintained on Government Way, the driving public may experience delays. At times, drivers will be diverted to a gravel shoulder. Sewer installation on Dalton and Hanley avenues will require one-way traffic with flaggers. Following installation of the sewer main, the roadway will be reconstructed to create a five-lane roadway with sidewalks on both sides. Sewer work is anticipated to be completed by April 30th. Reconstruction of the roadway is scheduled to begin on May 1st with an anticipated completion date in September. For more information, please contact 769-2228. The City is happy to announce the availability of free street trees for new neighborhoods. The trees are available to homeowners or residents who are willing to provide care for these young trees and is willing to make sure that the trees are watered and protected from string trimmers and mowers. The trees species still available are honey locust, hackberry, London plane tree, white ash, black tupelo, and bald cypress. The trees will be planted by contract tree planting crews in May. Since there are a limited number of trees, interested homeowners and residents are encouraged to contact the Urban Forestry division of the Coeur d'Alene Parks Department to sign up for a street tree. More information and a response form are available on-line at parks.cdaid.org. You can also call the Urban Forestry Division of the Parks Department at 769-2266. The City of Coeur d'Alene's Legislative Committee will be hosting a Town Hall Meeting this Saturday, March 10th, from 8:30 a.m. to 10:00 a.m. in the Library Community Room. North Idaho Senators John Goedde and Jim Hammond, and Representative Frank Henderson will be available to talk about and answer questions regarding this year's legislative session. Everyone is welcome and the event will be broadcast on CDA TV Channel 19. City of Coeur d'Alene GIS Coordinator Debbie Frisbie has completed a cemetery data base that maps and directs citizens to the locations of gravesites in the Forest and Riverview Cemeteries. To access the new database, go to parks.cdaid.org, and click on the Cemetery link on the left hand menu. Then click on the picture to look up individual burial sites.

RESOLUTION 12-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE POLICY FOR FOOD AND / OR ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

Councilman Kennedy explained the evolution of this permit and reviewed the changes to the permit requirements for this year's permit including stacking chairs, rolling down the garage-type doors at a certain hour, and addressing other areas of concern voiced by citizens.

Motion by Kennedy, seconded by Edinger to adopt Resolution 12-007.

DISCUSSION: Councilman McEvers asked if this applies to Midtown. Councilman Kennedy noted that this does apply to all areas of town. Councilman McEvers asked if the owners believe this is a step in the right direction. Councilman Kennedy responded that some owners believe it is too restrictive and some other owners are very supportive of these regulations. Councilman Goodlander noted that we originally had more restrictions but amended the requirements in response to some of the owners' concerns. Councilman Gookin voiced his concern regarding item 4, the use of obscene language, and expressed his concern for freedom of speech and

believes that the government cannot regulate what people say and would like to amend the regulations.

MOTION TO AMEND: Motion by Gookin, seconded by Adams to amend item 4 to read “insure that proper public decorum be maintained in the permitted area”.

DISCUSSION: City Attorney Gridley responded that there is a distinction between the use of public property by a commercial entity and the public’s use of public property. Councilman McEvers believes that this regulation means that you are accepting the use of this public property and this is a condition of that use. Councilman Gookin believes that this is the City trying to dictate to the owners what language is acceptable but rather with his amendment it would extend to offensive t-shirts or other attire. Councilman Edinger asked about offensive language in the City Park. City Attorney believes that a city park is a public place where you can express yourself within certain parameters. Councilman Kennedy noted that some of the specific complaints received have been the use of offensive language within these permitted encroachment permit sites. Deputy City Administrator Jon Ingalls noted that he could make the requirements read “maintaining appropriate decorum e.g. offensive language”. Councilman Adams does not support the amendments to the encroachment permit as a whole.

Motion to amend failed.

DISCUSSION: Councilman Adams believes that these regulations are heavy handed and believes that we should wait to see, with the Icon shutting down, if the situation improves.

MOTION TO TABLE: Motion by Adams, seconded by Gookin to table the motion to September 4, 2012. Motion failed.

DISCUSSION: Councilman Goodlander believes that the City has worked together with the downtown business owners and negotiated these conditions for the sidewalk encroachment permits and these regulations are also to protect the citizens. She also believes that these are fairly simple rules. She also noted that she is comfortable regarding prohibiting obscene language.

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

RECESS: Mayor Bloem called for a recess at 7:30 p.m. The meeting reconvened at 7:37 p.m.

ORDINANCE NO. 3433
COUNCIL BILL NO. 12-1007

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 16.10.030 AND 16.10.041 TO ALLOW UP TO 5 ONE YEAR EXTENSIONS FOR SUBDIVISION PLATS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE

PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Kennedy, to pass the second reading of Council Bill No. 12-1007.

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

Motion by Goodlander, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1007 by its having had two readings by title only.

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

RESOLUTION NO. 12-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MILLER STAUFFER ARCHITECTS, P.A – TEAM McEUEEN.

STAFF REPORT: Parks Director Doug Eastwood reported that this project has been discussed and reviewed many times since it was first identified in 1997 during the establishment of the city's Urban Renewal District. He reviewed the mission statement of the McEuen Park Steering Committee and the seven values for McEuen Park. He presented the historical uses of this land prior to becoming McEuen Park. Mr. Eastwood reported that since 1997 the parkland has received input from the Hyett-Palma report, the Walker-Macy Plan and the Committee of Nine. In June of 2010 the city hired Miller/Stauffer Architects to prepare a final concept for the park improvements. On May 24, 2011 the City Council approved, in concept, the reconstruction of McEuen Park. He reviewed the changes made to the plan from May 24th. He reviewed the park amenities included in today's master plan. The estimated cost is \$14,245,000.

The contract for architectural and engineering services will cost \$1,962,617.00. That cost will be paid from a McEuen Park development fund that will cover the initial construction costs for the first phase of the project. Currently that dollar amount is \$13,929,800.00: Gary & Tina Johnson - \$5,000; Parks C.I.F. - \$400,000; NICTF - \$424,800; Parking Fund & Overlay- \$1,600,000, and; LCDC - \$11,500,000.

Mr. Eastwood noted that the purpose of the park reconstruction is to replace worn our park infrastructure, create more park open space and to provide the greatest amount of activities for the greatest amount of people.

DISCUSSION: Councilman McEvers asked about the time line. Mr. Eastwood responded that it is estimated to be 300 days for the design and construction documents. Councilman McEvers asked if the Council will have input along the way. Mr. Eastwood responded that the Council will be updated at regular intervals as which time Council input will be requested.

Councilman Gookin requested that he receive a copy of tonight's presentation. Councilman Gookin asked why the boat launch parking is being done first. Mr. Eastwood responded that once the parking lot comes out and preparing for the parking facility structure, it will take out parking and interfere with access so completing the east parking lot compensates for those changes. Councilman Gookin asked if RFQ's were done. Mr. Eastwood responded that they were done last year and this contract is part of their original agreement and is a part of the consultant's deliverables. Councilman Gookin asked if this contract is being paid from the LCDC funds. Mr. Eastwood responded that it could be taken from the \$11,500,000 funds being received from LCDC or from the City's Parks Capital Improvement Fund as well as Parking Funds. Councilman Gookin asked if there is any money from the General Fund. Mr. Eastwood responded, no. Councilman Gookin asked if when the money is being paid, if the Council will be informed of where the money is coming from.

Councilman Edinger asked about the Parks Capital Improvement Fund. Mr. Eastwood responded that the Parks Capital Improvement Fund has had a place holder for McEuen Park.

Councilman Gookin asked about the money from LCDC and who is paying the interest on the loan. Councilman Goodlander responded that it is not a loan but a line of credit. Councilman Gookin noted that the contract refers to Miller Stauffer but it does not identify the City in the contract and asked who specifically is "the City". Mr. Eastwood noted that in regard to "the City" he believes that it would be the Project Manager which would be himself. Councilman Gookin asked, then, when the contract refers to having regular meetings with the City, does that mean Mr. Eastwood. Mr. Eastwood responded yes. Councilman Gookin asked about the American Legion using the McEuen site. Mr. Eastwood responded that the Legion will play through the 2012 season and then possibly using the school's field until the replacement field is completed. Mr. Eastwood also noted that he has made the Legion aware of these plans. Councilman Gookin asked about parking spaces. Mr. Eastwood noted that they had reviewed the possibility of placing another tier along the Front Avenue parking, but LCDC does have plans for a parking garage on Lakeside. He added that there needs to be a balance between public/private parking in the Downtown area.

Councilman Goodlander noted that the parking garage on Lakeside would be the equivalent of placing an additional tier on Front Avenue.

Councilman Gookin asked with the parking on Front Street, can a private owner purchase parking spaces from the McEuen parking garage. Mr. Eastwood noted that generally we do not allow purchasing public parking spaces. Mr. Tymesen noted that there is an ordinance for property owners to pay an in-lieu of parking spaces fee and those funds would be used to improve other parking sites. Councilman Gookin asked about the transition between the parking garage and the park and from the slides it does not appear there would be a transition and asked what the access would be. Mr. Eastwood noted that Front Street will sit a little above the park so transition access points will be placed at various places along Front Street.

Councilman Gookin asked about the naming opportunities and are there any restrictions on where those funds could be used. Mr. Eastwood responded that it is his understanding that the LCDC funds cannot be used privatizing for profiting the private sector.

Councilman Edinger noted that the Council will be informed through Mr. Eastwood, but asked about informing the public. Mr. Eastwood responded that the information can be posted on the City's website. Councilman Edinger asked about newspaper articles. Mr. Eastwood responded that there will probably be reports by the newspaper. Councilman Edinger noted that the Legion will need to move from McEuen Park in 2013 and that Mr. Eastwood had discussed the plan with the Legion but he wanted to know if they agreed to the plan. Mr. Eastwood responded that the Legion has not responded one way or another. Councilman Edinger believes that the Council has said that they would move to an equal or better facility. Councilman Edinger also finds it puzzling that we have so much money in the Parks Capital Improvement Fund.

Councilman Kennedy commented that he also agrees that the Legion should be moved to an equal or better facility so he believes the interim facility should be placed at Person's Field. Mr. Eastwood responded that Person's Field would not be too difficult to make the improvements for the Legion to play there in the interim.

Councilman Gookin asked if there are lights at Person Field. Mr. Eastwood responded that they would move the lights from McEuen to Person Field. Councilman McEvers asked if the neighbors had been contacted regarding putting lights at that field. Councilman Edinger does not believe that Person Field would be a good sight for a baseball field. Councilman Kennedy noted that Person Field had previously been the site for baseball. Mr. Eastwood noted that the American Legion played at Person Field prior to moving to McEuen. Councilman Adams asked about the school's portion of Person Field. Mr. Eastwood responded that the improvements would be to the benefit of the school.

Councilman Kennedy noted that the drawings for a design for a ball field at Cherry Hill Park had been discussed previously. Councilman Edinger noted that he had seen drawings prior to the newspaper article of a ball field at Cherry Hill Park.

Councilman Edinger noted that although the Council will be made aware of the meetings, he asked that the public should also be made aware of these meetings. Councilman Edinger believes that the people should be made aware of the proposed changes as well.

Councilman Goodlander noted that the Council had asked staff to develop a plan that the City could afford. She believes that the Council gave staff direction and staff has accomplished what they were told to do. She also asked if a specific web site could be developed to inform the citizen as this plan progresses. Councilman Kennedy noted that we have a McEuen Park website. He added that the loudest outcry was to retain the boat launch at McEuen Park and this revised plan does keep the boat launch at its current site. He believes that this revised plan responds to the concerns voiced by the citizens, that he had been listening and these changes reflect the citizens' concerns.

MOTION: Motion by Goodlander, seconded by McEvers to adopt Resolution 12-008 including retaining a boat launch facility.

DICUSSION: Councilman Edinger appreciates that the boat launch is staying but would also like to keep the Legion and remove the parking garage.

Councilman Adams believes that it is still a long term capital expense and thus should be put to a public vote.

Councilman Gookin believes that the last time the public was asked to vote was at the last City Council election and that the majority of voters wanted a public vote and he does not see a massive community support for this plan. He also believes that this is an abuse of urban renewal.

Councilman Kennedy noted that the original plan was about \$28,000,000 and today the plan is about \$14,000,000 as a result of citizen input. He also believes that this project will create jobs and will result in economic development by bringing businesses to this community. He believes that you have to have vision to create a healthy community and this plan does that.

Councilman Goodlander believes that this is the way to keep our city healthy and also is a way of bringing jobs to our community in these hard economic times. She also sees this as an opportunity to make this a heritage park.

Councilman McEvers recalled past Council actions that created great places in our community such as the pit that was purchased and later was used for the current Kroc Center site. He believes that as outrageous as this may seem, we still need to move forward with this park and we are not asking for more tax dollars for this project.

ROLL CALL: Edinger, No; Goodlander, Aye; Gookin, No; Kennedy, Aye; McEvers, Aye; Adams, No. Motion carried with the Mayor's tie-breaking vote in the affirmative.

ORDINANCE NO. 3434
COUNCIL BILL NO. 12-1009

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.56.040, 5.68.100, 5.68.110 AND 5.68.130 TO CORRECT CLERICAL ERRORS CONTAINED IN THE ADOPTED CODE SECTIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Goodlander to table Council Bill No. 12-1009 until March 20, 2012 to provide for a proper notice on the agenda. Motion carried. .

PUBLIC HEARING – V-12-1 – VACATION OF PUBLIC RIGHT-OF-WAY IN THE KOOTENAI ADDITION:

Mayor Bloem read the rules of order for this public hearing. Gordon Dobler, City Engineer, gave the staff report. Councilman Kennedy announced that he has a business relationship with Steve Meyer but has no relationship on this item.

Mr. Dobler reported that 31 notices were mailed with 4 responses, 1 in favor, 1 opposed and two neutral. He then reported that the applicant, in partnership with Kootenai Health, is initiating a plan to create a medical residency program in the area of the Interlake Medical facility and Kootenai Health campus. The longer term plan is to transform the area from Lincoln Way on the east to Medina Street on the west, from single family dwellings to medical office space. This request is the initial step in the removal of public rights-of-way that would allow for the combining of the existing lots, or the total re-platting of the area, in order to facilitate the expansion of the medical campus area. He noted that existing utilities in the area would be removed or reconstructed over time, as the development in the area proceeds.

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

MOTION: Motion by Edinger, seconded by Goodlander to approve the requested vacation of public right-of-way in the Kootenai Addition.

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

PUBLIC HEARING – SP-2-12 – APPEAL OF DENIAL – SPECIAL USE PERMIT FOR 219 COEUR D’ALENE LAKE DRIVE: Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared by Council. Sean Holm, City Planner, gave the staff report.

Mr. Holm reported that the City has received a letter from the applicant requesting that the Special Use Permit be denied without prejudice which would allow the applicant to begin the process again with the Planning Commission.

Councilman Kennedy noted that there is no special consideration but rather the applicant wants to start over with the process.

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

MOTION: Motion by Edinger, seconded by Gookin to deny without prejudice the Special Use Permit for 219 Coeur d’Alene Lake Drive.

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

EXECUTIVE SESSION: Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 §I: To engage in communications with a

representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

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

The Council entered into Executive Session at 9:10 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, and Deputy City Attorney.

Matters discussed were those of claims submitted by Darren and Susan Cordova, Kristin Robins, and Doug and Connie Goodwin. No action was taken and the Council returned to its regular session at 9:32 p.m.

CORDOVA CLAIM: Motion by Gookin, seconded by Adams to deny the Cordova claim. Motion carried.

ROBIN CLAIM: Motion by Kennedy, seconded by McEvers to take no action on the Robins Claim. Motion carried.

GOODWIN CLAIM: Motion by Kennedy, seconded by Edinger to direct staff to offer a compromise in the Goodwin claim. Motion carried.

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

The meeting recessed at 9:35 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 12-009

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 EXTENSION NO. 2 TO THE PROFESSIONAL SERVICES CONTRACT WITH PANHANDLE AREA COUNCIL FOR THE COEUR D'ALENE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; APPROVING A LETTER OF AGREEMENT FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 GRANT FUNDS - CITYLINK PARTNERSHIP WITH KOOTENAI COUNTY FOR; APPROVING AMENDMENTS TO THE AGREEMENT FOR PROFESSION SERVICES WITH J.U.B. ENGINEERS, INC. FOR THE WASTEWATER UTILITY 2012 COLLECTION SYSTEM PROJECTS; APPROVING CHANGE ORDER NO. 1 WITH BUDDY'S BACKHOE SERVICE FOR THE SLOPE REPAIR AND EROSION CONTROL FLOOD CONTROL LEVEE PROJECT; APPROVING CHANGE ORDER NO. 10 WITH CONTRACTORS NORTHWEST, INC. FOR THE WASTEWATER TREATMENT PLAN, PHASE 5; APPROVING A CONSULTANT AGREEMENT WITH FCS GROUP FOR STORMWATER UTILITY RATE STUDY; AND APPROVING AN AGREEMENT WITH J.U.B. ENGINEERS FOR THE WATER COMPREHENSIVE PLAN UPDATE.

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

- 1) Approving Extension No. 2 to the Professional Services Contract with Panhandle Area Council for the Coeur d'Alene Community Development Block Grant Program;
- 2) Approving a Letter of Agreement for Federal Transit Administration Section 5307 grant funds - CityLink Partnership with Kootenai County for;
- 3) Approving Amendments to the Agreement for Profession Services with J.U.B. Engineers, Inc. for the Wastewater Utility 2012 Collection System Projects;
- 4) Approving Change Order No. 1 with Buddy's Backhoe Service for the Slope Repair and Erosion Control Flood Control Levee Project;
- 5) Approving Change Order No. 10 with Contractors Northwest, Inc. for the Wastewater Treatment Plan, Phase 5;
- 6) Approving a Consultant Agreement with FCS Group for Stormwater Utility Rate Study;
- 7) Approving an Agreement with J.U.B. Engineers for the Water Comprehensive Plan Update; AND

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

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

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

DATED this 20th day of March, 2012.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM

DATE: MARCH 7, 2012

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF EXTENSION #2 OF AGREEMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH PANHANDLE AREA COUNCIL FOR GRANT ADMINISTRATION SERVICES.

DECISION POINT: To approve extension #2 to the Professional Services Agreement with Panhandle Area Council for grant administration services.

HISTORY: The City entered into a Professional Services Contract on July 7, 2009 with Panhandle Area Council for grant administration services of the City's Community Development Block Grant (CDBG) program. The Contract term was two years with two (2) one-year options for renewal. The City is now completing its fourth year as a CDBG entitlement community. This year the City must complete a Consolidate Plan, which will outline the goals of the entitlement program for the next five years. Therefore, staff recommends another one-year extension Panhandle Area Council.

FINANCIAL: Payment for services is budgeted within the CDBG administration account and shall be divided into quarterly payments of \$11,250, totaling \$45,000.

PERFORMANCE ANALYSIS: Authorizing the extension to the agreement will allow PAC to continue providing grant administration services and work toward the completion of the City's Five Year Consolidate Plan.

DECISION POINT/RECOMMENDATION: To approve extension #2 to the Professional Services Agreement with Panhandle Area Council for grant administration services.

EXTENSION 2
TO
PROFESSIONAL SERVICES CONTRACT BETWEEN
CITY OF COEUR D'ALENE AND PANHANDLE AREA COUNCIL
FOR THE COEUR D'ALENE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM.

WHEREAS, The above parties entered into a Professional Services Contract ("Contract") on July 7, 2009, adopted pursuant to Resolution No. 09-025, for grant administration services for the City of Coeur d'Alene's Community Development Block Grant (CDBG) Program; and

WHEREAS, the Contract was for a term of two (2) years, from April, 2009 through March 31, 2011, with two (2) one-year options for renewal; and

WHEREAS, The City authorized the first one year extension on August 16, 2011, for the term of April 1, 2011 through March 31, 2012; and

WHEREAS, The City of Coeur d'Alene ("City") and Panhandle Area Council ("PAC") desire to extend the Contract for the second one-year extension; and

WHEREAS, The City is in its fourth year of receiving CDBG funding, entering their fifth year, in which a new five year Consolidate Plan must be completed.

THEREFORE, the parties mutually agree to amend the Contract as follows:

1. Section 5. Effective Date and Time of Performance:

The parties agree to execute the second one (1) year extension of the Contract. As such, the term of this Contract expires on March 31, 2013. The term of this Contract and the provisions herein may be extended to cover any additional time period required to perform work for close out of this Contract and/or transfer of the contract services to the City.

2. Section 7. Scope of Services:

The administrative scope of services, which PAC will perform under this Contract, is attached hereto as Exhibit "A," and by this reference is incorporated herein. Exhibit "A" supersedes the original scope of work (Exhibit "A") referenced in the Contract.

It is agreed by the parties that the services of PAC do not include any of the following: the disbursement or accounting of funds distributed by the City's financial officer, legal advice, fiscal audits, or assistance with activities not related to the CDBG Entitlement Program.

3. Section 8. Compensation:

For the satisfactory completion of administrative services to be provided under this Contract, as herein amended, the City will pay PAC a sum not to exceed Forty Five Thousand Dollars and no/100 (\$45,000.00) annually, which the City agrees to pay as follows:

- a. Upon written request, the City will make quarterly progress payments to PAC in the amount of Eleven Thousand Two Hundred and Fifty Dollars and NO/100 (\$11,250.00).
- b. Reimbursable expenses beyond the Administrative Scope of Work budget will be billed at the cost for the individual project activities, which includes printing costs, classified/legal notices, special projects, mass mailings, and out of region travel. All items must have the prior approval of the City.

4. No Further Modification of the Professional Service Contract:

The parties agree that the Contract between the parties, as herein extended, remains in full force and effect and that this Contract does not amend or alter any other right or obligation of either party under the Contract.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and the Owners have caused the same to be executed.

DATED THIS 20th day of March, 2012.

CITY OF COEUR D'ALENE

PANHANDLE AREA COUNCIL

By: _____
Sandi Bloem, Mayor

By: _____
James L. Deffenbaugh
Executive Director

ATTEST:

Susan K. Weathers, City Clerk

By: _____

STATE OF IDAHO)
 ss.
County of Kootenai)

On this 20th day of March, 2012, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
 ss.
County of Kootenai)

On this _____ day of March, 2012, before me, a Notary Public, personally appeared **James L. Deffenbaugh**, known to me to be the person whose name is subscribed to the within instrument as **Executive Director of Panhandle Area Council** and acknowledged that he voluntarily executed the same as such.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

EXHIBIT "A"

SCOPE OF SERVICES PANHANDLE AREA COUNCIL

The CONTRACTOR shall be responsible for administering the City of Coeur d'Alene's CDBG 2011 Entitlement program. All tasks will be administered in compliance with laws governing Entitlement Cities under the Department of Housing and Urban Development, to include but not limited to 24 CFR Part 570 and any additional Executive Orders, laws, regulations, policies or procedures of HUD or the City of Coeur d'Alene.

The following scope of services will assist the City in attaining the goals as stated in the Consolidated Plan Annual Action Plan. Each of these goals has a different set of activities to be undertaken; therefore, the categories and tasks identified below are general in nature and not all-inclusive. The CONTRACTOR shall cover all services reasonably expected for the successful execution of the program except for those activities that cannot be passed down.

CDBG ADMINISTRATION/MANAGEMENT

A. GENERAL ADMINISTRATIVE

1. The CONTRACTOR will manage grant administration for the City of Coeur d'Alene CDBG Entitlement program in accordance with part 570.501 of the CDBG regulations. In addition, the CONTRACTOR will maintain files and records for overall administration of the programs.
2. Provide the necessary information for the IDIS reporting system to track all funds, project progress, and request drawdown of CDBG funds.
3. Prepare financial data/reports on behalf of the CITY for dissemination to the community and any other reports as deemed necessary by the CITY.
4. Prepare and Maintain program budgets, amendments and schedules for each Entitlement activity.
5. Develop agreements for contractors and sub-recipients and conduct monitoring as necessary. Including all periodic and final site inspections to assure approved work is being conducted and completed.
6. Attend City Council meetings or any other meetings as deemed necessary by the CITY, and the CONTRACTOR.

7. Act as a resource for procurement procedures, policies, and documentation, recommending updates and clarifications as needed.

8. Provide information to assist the CITY in maintaining financial records and develop and maintain adequate source documentation for financial records sufficient to meet HUD requirements. All expenditures approved for payment under the program will be tracked and documented.

9. Provide assistance in marketing and outreach for CDBG projects to reach eligible applicants for participation in the programs.

10. Preparation of the annual Consolidated Annual Performance and Evaluation Report (CAPER). Manage the notification process to citizens according to the Citizen Participation Plan. Present, attend and take notes at meetings as necessary.

11. Ensure compliance with the City's Citizen Participation plan.

12. Preparation of the Annual Action Plan.

13. Preparation of the Five Year Consolidated Plan

14. Provide the CITY an evaluation of program results against the objectives as identified in the Annual Action Plan and Five-Year Consolidated Plan.

15. Meet regularly with City staff liaison and present updates to the City Council as requested.

16. Utilize/engage PAC partners to meet the CITY Consolidate Plan goals.

17. Prepare for the City on an annual basis, one educational opportunity regarding Fair Housing and impediments to Fair Housing.

B. PROJECT/ACTIVITY - this list will vary from activity to activity, but for each project undertaken, a determination will be made to ensure that all required tasks are performed maintaining compliance with CDBG regulations.

1. Conduct environmental reviews and establish an Environmental Review Record file. (The City is the responsible entity and will be responsible for adhering to the rules and regulations governing the environmental review process at 24 CFR part 58).

2. Document eligibility of each funded activity undertaken.
3. Evidence of meeting the national objective.
4. Develop sub-recipient agreements and conduct monitoring.
5. Provide technical assistance as needed to subrecipients.
6. Process applications for program participation and determine if program applicants are income-eligible in accordance to City policies and procedures.
7. Manage Construction Administration.
8. Approval of payments, review invoices, verify expenses are reasonable, in accordance to City standards, and submit drawdown requests to the City.
9. Maintain files/documents according to HUD standards.
10. Ensure compliance for the City's programs that fall under this contract:
 - a. Fair Housing, Accessibility, and Equal Employment Compliance.
 - b. Lead-based Paint Compliance
 - c. Compliance with Labor Laws and requirements, including Davis-Bacon and the Section 3 Act.
 - d. Compliance with the Relocation Assistance and Real Property and Acquisition Act.

Staff Report

Date: March 12, 2012

From: Troy Tymesen, Finance Director

Subject: Letter of Agreement for Public Transportation, renewal of CityLink

Decision Point:

To approve the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

History:

The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens as an urbanized area within Kootenai County. The transit service in the urbanized area of the County is a cooperative effort between the cities, the County, the Coeur d'Alene Tribe, Kootenai Medical Center (Kootenai Health), and the Kootenai Metropolitan Planning organization (KMPO). The 2010 population of Kootenai County based on the US Census data was 138,494. Approximately 76,835 residents are within the Kootenai county urban transit service area. The fiscal year for this Agreement is April 1, 2011 through March 31, 2012. The City Council approved this agreement last year.

Financial Analysis:

The City is being asked to fund \$43,983.00, the same amount as last year. The proposed expenditure is included in the current financial plan, under the Engineering Department General Ledger # 001-020-4322-4810, page 23 of the City's financial plan. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. The total budget for the fiscal year is \$1,732,536.00 and the portion funded by the FTA is \$1,060,261.00 (61%). Funding includes operations, maintenance, vehicle procurements, and administration of the system

Performance Analysis:

The funding of the requested \$43,983.00 is just 3.0% of the total public transportation budget. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

Quality of Life Analysis:

The CityLink fixed route service provides 3 routes within the urbanized area and facilitated 575,731 passenger trips from December 2010 to November 2011. Ridership has increased 25% between 2009 and 2011. In that same time frame, approximately 769,007 miles were driven and 33,410 hours of service were supplied. Cost of this service is approximately \$1.2 million per year. In January 2012 CityLink reported 51,446 riders, their second highest ridership month since service started. The tribe also operates a rural service making transit service possible from Tensed to Hayden or to the Stateline area. Kootenai Medical Center (Kootenai Health) provides paratransit service for medical trips providing approximately 17,899 trips. Cost of the service is approximately \$293,390. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door to door service for qualified disabled individuals. Since service start-up in August 2011, CityLink Paratransit has provided in excess of 3,480 passenger trips for a cost of \$124,000.

Decision Point/Recommendation:

To approve the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the County of Kootenai, hereinafter "COUNTY" and the City of Coeur d' Alene, hereinafter "CITY", and shall be effective on the date all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area of Kootenai County has been designated to include lands within the cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens, and Huetter; and

WHEREAS, federal funds under a Federal Transit Administration (FTA) Section 5307 grant are available to provide public transportation services, including public transportation administration and planning, within the Urbanized Area; and

WHEREAS, the COUNTY has been designated by the Governor of the State of Idaho as the grantee for Federal Transit Administration (FTA) Section 5307 funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities are authorized to participate in the funding of public transportation;

NOW THEREFORE, it is agreed as follows:

1. The COUNTY shall be responsible for contracting with a public transportation service provider, providing for transportation planning and administration and for the distribution of the Section 5307 grant monies in order to provide for public transportation within the Urbanized Area of Kootenai County.
2. The CITY agrees to provide funding in the amount of \$43,983 (Forty Three Thousand, Nine Hundred and Eighty Three Dollars) as part of the match that is required for the Section 5307 grant for the grant year beginning on April 1, 2011 and ending on March 31, 2012.

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

W. Todd Tondee, Chairman
Kootenai County Commissioners

Date

ATTEST:

Clifford T. Hayes, Clerk

Sandi Bloem, Mayor
City of Coeur d' Alene, Idaho

Date

ATTEST:

Susan K. Weathers, City Clerk

**2011 - 2012 Capital and Operating Grant
FTA Section 5307 - ID-90-X118
Kootenai County, Idaho**

<i>2011 Apportionment</i>	\$970,377
<i>Carryover from 2010</i>	\$89,884
Total Funds Available	\$1,060,261

Section 5307	FTA Funds	Local Match	Total	Match Rate
Complementary Paratransit				
Operating	\$97,038	\$24,260	\$121,298	80/20
Operating	\$80,000	\$80,000	\$160,000	50/50
Preventive Maintenance	\$8,400	\$2,100	\$10,500	80/20
Paratransit Subtotal	<u>\$185,438</u>	<u>\$106,360</u>	<u>\$291,798</u>	64/36
Fixed Route				
Urban Service				
Operating	\$462,945	\$462,945	\$925,890	50/50
Preventive Maintenance	\$71,181	\$17,795	\$88,976	80/20
Facility Lease/Security	\$13,600	\$3,400	\$17,000	80/20
Planning	\$80,000	\$20,000	\$100,000	80/20
Fixed Route Subtotal	<u>\$627,726</u>	<u>\$504,140</u>	<u>\$1,131,866</u>	55/45
Total 2011 Grant Request	<u>\$813,164</u>	<u>\$610,500</u>	<u>\$1,423,664</u>	57/43
Reserve Funds for Future Capital Replacement				
Paratransit	\$52,250	\$13,063	\$65,313	80/20
Fixed Route	\$194,847	\$48,712	\$243,559	80/20
Capital Replacement Total	<u>\$247,097</u>	<u>\$61,775</u>	<u>\$308,872</u>	80/20
Total 2011 Grant Funds	<u>\$1,060,261</u>	<u>\$672,275</u>	<u>\$1,732,536</u>	62/38
Revenues and Available Local Match				
FTA Section 5307	\$1,060,261	Cash		
Coeur d'Alene Tribe	\$462,943	In Kind		
Kootenai Medical Center	\$86,360	In Kind		
Kootenai County	\$55,000	In Kind		
Cities	<u>\$86,864</u>	Cash		
Total	\$1,751,428			

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: March 7, 2012
FROM: James Remitz, Utility Project Manager
SUBJECT: Authorization For Additional Services – 2012 Wastewater Collection System Projects.

=====

DECISION POINT:

The Council may wish to authorize the performance of additional professional design services under the existing Agreement for Professional Services between J-U-B Engineers, Inc. and the City of Coeur D'Alene, dated February 21, 2012, for an additional fee not to exceed \$29,900.00. These additional professional services will provide for the design and construction management of the installation of sewer main piping and associated appurtenances within Virginia Ave. (Lincoln Way to D Street) and D Street (north of Virginia Ave).

HISTORY:

A public sewer main was never installed in D Street north of Virginia Avenue. When two apartment structures were constructed at the north end of D Street, the sewer services for these buildings ran through adjoining properties to the east and connected to the public sewer main in C Street. (See the attached sketch) In order to correct this situation, and because of the scheduled pavement overlay project proposed for this area, a window of time (prior to the July 5, 2012 start of the overlay project) is available to install the needed public sewer main within D Street. The additional services tasks described in the attached Authorization for Additional Services will assist Wastewater in installing the public sewer facilities.

PERFORMANCE ANALYSIS:

J-U-B Engineers, Inc. has successfully performed similar professional services to the satisfaction of the Coeur D'Alene Wastewater Department.

FINANCIAL ANALYSIS:

Funding for this authorization will come from the approved 2011-2012 City of Coeur D'Alene Wastewater Operating Fund budget. Funds have been budgeted and are available in account # 031-022-4352-7901.

RECOMMENDATION:

Approve the attached Scope of Services and fee proposal for the additional professional design services and authorize staff to sign an agreement with J-U-B Engineers, Inc. for these additional services.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Authorization for Additional Services

CLIENT: City of Coeur d'Alene

Project Name: Wastewater Utility 2012 Collection System Projects

J-U-B Project Number: 20-12-11

1. *Additional Services.* The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated February 21, 2012. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Additional Services: Provide additional open trench survey and design for sanitary sewer on Virginia Avenue (from Lincoln Way to D Street) and north on D Street to the end of the block. The work will generally consist of the following:

- Preliminary and Final Design – to be added to Task 110:
 - Collect topographical survey for the project area for design purposes. Survey will include collection of surface improvements within the streets in the CITY right-of-way for the project, sanitary sewer locations and depths to inverts, utilities as marked by the utility owners based on a One Call for construction (request to be made by J-U-B), utilities as marked by CITY water and storm water utilities, and any available property pins within the project area. Property lines will be approximated using the CITY's GIS database and the County Assessor's Map; a boundary survey is not included in this scope.
 - Develop one concept drawing for the open trench reach assuming an 8-inch sewer main. The project is intended to be constructed in two phases:
 - Phase 1 (Virginia Avenue from Lincoln Way to D Street, approximately 200 ft) will need to be completed prior to an overlay project that is expected to begin immediately following July 4, 2012
 - Phase 2 (from the intersection of Virginia Avenue and D Street, north to the end of D Street, approximately 300 ft) will occur later in the year.
 - It is expected that the entire project can be shown on two plan sheets that generally correspond to the division of work into the two phases.
 - New service locations for the extension will be determined during design and review meetings based on discussions with the City and homeowners. Laterals will be extended to approximately the property line based on assessor map information; extensions into private property, including connections, are not included in this scope of services.
 - Based on direction received from the City Water Department, include a water main extension from the intersection of Virginia Avenue and D Street to the northern end of D Street (approximately 300 ft). Materials will be provided by the Water Department during construction; therefore, the plans need to reflect installation only by Contractor. Service lines will be located and extended to water meter boxes as determined by the Water Department.
 - Review concept drawings and concept opinions of probable cost with the CITY Wastewater Utility for concurrence before proceeding with final design.
 - Submit five sets of plans to the CITY Wastewater Utility for final review and approval. Wastewater will distribute the five copies to the City Engineering Department, Water Department, Storm Sewer Department, legal department, IDEQ (following a QLPE review), and other departments as CITY deems necessary.
 - Incorporate CITY and IDEQ comments (as applicable) and develop final plans.
 - This work is expected to be either included in other Open Trench projects for 2012 or have construction directly solicited (assuming the work is under the state of Idaho limits for competitive bidding). Consequently, only plans will be developed under this additional services.
- Contract Bidding and Award, and Construction Administration – to be added to Task 120:
 - Assist the City with soliciting bids and provide construction phase services for this work in a similar manner described in the original contract.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

N/A
Name

N/A
Date

3. *Payment for Additional Services.* ~~Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.~~

~~Other Basis for Payment:~~

Task 110: Preliminary and Final Design – on a lump sum basis of \$10,000.

- The total amount for Task 110 is hereby modified to \$39,100 (\$29,100 original scope plus this additional services amount).

Task 120: Contract Bidding and Award, and Construction Administration – on a time and materials basis, using J-U-B's standard billing rates, estimated at \$19,900.

- The total amount for Task 120 is hereby modified to \$115,900 (\$96,000 original scope plus this additional services amount).

Reference also Attachment B1 – Fee Breakdown.

4. *Schedule of Services.* Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

- Task 110: Preliminary and Final Design – within 45 days of execution of this amendment
- Task 120: Contract Bidding and Award, and Construction Administration – schedule dependent on City approval, bidding responses, and contractor's schedules.

Dated this ____ day of _____, 2012

CLIENT: City of Coeur d'Alene

J-U-B ENGINEERS, Inc.

By: _____
Project Representative or Authorized Signatory for CLIENT

By: _____
Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Print or Type Name and Title

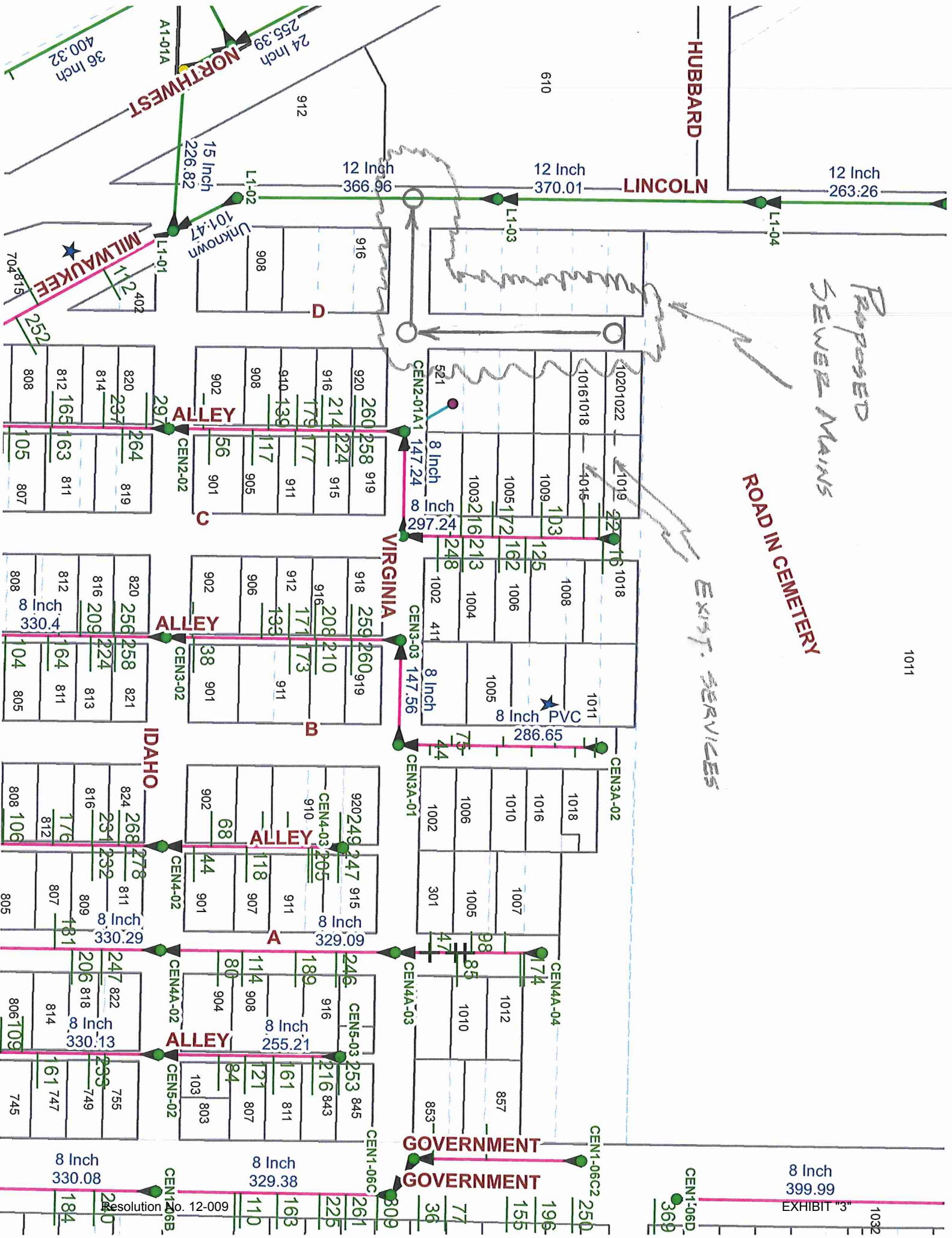
Attachment B1 - Fee Breakdown

City of Coeur d'Alene Wastewater Utility

2012 Collection System Projects: D Street Extension

LABOR-HOUR ESTIMATE

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Supplies / Expenses	Task Totals
110	Preliminary and Final Design										
110.100	<u>Open Trench:</u>										\$ -
110.101	Preliminary Design										\$ -
110.102	Topographical survey and basemap preparation		1	2		4	2	8		\$ 200	\$ 2,400
110.103	Concept development	1	2	8		16					\$ 2,500
110.104	Concept opinion of probable cost		1	2							\$ 400
110.105	Concept review with the CITY		1								\$ 200
110.106	Final Design										\$ -
110.107	General plan prep - 2 plan / profile sheets only	1	1	8		12					\$ 2,100
110.108	Opinion of Probable Cost / Bid Schedule		2	4							\$ 700
110.109	Review with the CITY		1								\$ 200
110.110	QC/QA review	2									\$ 400
110.111	Final Plans		1	4		4			2	\$ 50	\$ 1,100
	SUBTOTAL	4	10	28		36	2	8	2	\$ 250	\$ 10,000
120	Bidding through Construction										
120.001	Open Trench										
120.002	Phase 1 - Virginia Avenue from Lincoln Way to D Street										\$ -
120.003	Assist with direct solicitation for work		4						2		\$ 800
120.004	Construction Management (submittals, 1 week of construction, close out paperwork)	1	8		4				1		\$ 1,900
120.005	Observation (8 hrs/day, 1 week) plus cleanup and Surveying				40			4		\$ 50	\$ 4,100
120.006	Phase 2 - D Street										\$ -
120.007	Issue Addenda (or a Change Order) to incorporate into other 2012 Open Trench projects		4						2		\$ 800
120.008	Construction Management (submittals, 2 weeks of construction, close out paperwork)	2	16		4				2		\$ 3,400
120.009	Observation (8 hrs/day, 2 weeks) plus cleanup and Surveying				80		1	4		\$ 50	\$ 7,600
120.010	Record drawings - issue one set for Phase 1 and Phase 2		2	4		8					\$ 1,300
	SUBTOTAL	3	34	4	128	8	1	8	7	\$ 100	\$ 19,900



Proposed
SEWER MAINS

ROAD IN CEMETERY

EXIST. SERVICES

1011

8 Inch
399.99
EXHIBIT "3"

CEN1-06D
369

CEN1-06C2
250

GOVERNMENT
GOVERNMENT

CEN1-06C
809

8 Inch
329.38

CEN2-06B
Resolution No. 12-009

8 Inch
330.08

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: March 12, 2012
FROM: Gordon Dobler, City Engineering
INITIATED BY: Kim Harrington
SUBJECT: **Approval of Change Order for the Slope Repair and Erosion Control; Flood Control Levee Project**

DECISION POINT

Staff is requesting City Council approval of change order for work to be done on an additional 600 lineal feet of slope on the flood control levee.

HISTORY

On January 17, 2012, the City of Coeur d'Alene signed a contract with Buddy's Backhoe Service, Inc. for slope repair and erosion control along 450 feet of the flood control levee. The project was in response to USACE requirements. The contracted project was completed on February 22, 2012.

FINANCIAL ANALYSIS

The total cost of this change order is \$9,444.90, with the funds coming from the current stormwater budget, levee maintenance. These funds are only being expended for items which are required to restore the levee and protect it from further erosion.

PERFORMANCE ANALYSIS

The change order allows for restoration of the embankment, erosion control, and stabilization along the flood control levee identified as unacceptable by USACE in the Final Periodic Inspection Report, Coeur d'Alene Flood Control Project. The additional area was included in our project permit issued by USACE and Department of Lands.

The cost savings to the city by having the contractor proceed with the additional 600' of erosion control while on site is approximately \$1500.00. (mobilization)

RECOMMENDATION

Staff recommends a motion to approve change order and to amend the contract with Buddy's Backhoe Service, Inc.

CHANGE ORDER

NUMBER 1

PROJECT: SLOPE REPAIR AND EROSION CONTROL FLOOD CONTROL LEVEE

OWNER: CITY OF COEUR D' ALENE

EFFECTIVE DATE: FEBRUARY 02, 2012

CONTRACTOR: BUDDY'S BACKHOE SERVICE

You are directed to make the following changes in the Contract Documents

Description: Install filter fabric and place rip rap on an additional 600' of slope

Final quantity adjustment as follows:

Filter fabric	\$1,380.00	9200 sf at .15 / sf
Rock (rip rap)	\$8,114.90	270.49 tons at 30.00 per ton
Silt Fence	-\$50.00	16.67 lf at 3.00 lf

Total Cost of Change Order: \$ 9,444.90

Increase: \$9,444.90

CHANGE IN CONTRACT AMOUNT:

Original Amount: \$ 27,350.00

Net Changes From Previous
Change Orders: \$ 0.00

Prior Contract Price: \$ 27,350.00

Net Increase: \$ 9,444.90

Revised Contract Amount: \$ 36,794.90

CHANGE IN CONTRACT TIMES:

Original Contract Days: 45

Original Completion Date: 2/28/2012

Net Changes from Previous
Change Order Days: 0

Contract Days Prior to This
Change Order: 45

Net Increase of This
Change Order: 0

Revised Contract Days: 0

Revised Completion Date: 2/28/2012

PREPARED:

APPROVED:

ACCEPTED:

By: Gordon Dobler By: _____ By: _____

Title: City Engineer Owner: City of Coeur d'Alene Contractor: Lester Cooper

Date: 2/21/2012 Date: _____ Date: _____

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: March 12, 2012
FROM: David E. Shults, Capital Program Manager *DES. S.*
SUBJECT: Change Order #10 for Contractors Northwest for WWTP Phase 5B

=====

DECISION POINT:

The City Council is requested to approve Change Order #10, for an increased cost of \$10,437 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,368,206.

HISTORY:

Construction of the 2-year Phase 5B project is nearly complete. Final inspection and operation of portions of the work uncovered several glitches that will be resolved in a few weeks. Phase 5B facilities that are now in operation include a new administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building.

Change Order #10 includes six additional changes to the plans and specifications that were made by project consultant, HDR Engineering and City staff. Descriptions of the change items are included in the attached letter from HDR Engineering.

The change order includes:

- four items that revised the design in the field to allow the process to work as intended;
- two items to complete the installation as intended.

HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary. Two change items required rework by the contractor, and HDR will provide credits for engineering services that will offset the mistakes.

FINANCIAL ANALYSIS:

Phase 5B Construction Costs

Building Permits	82,948
Equipment Prepurchase	125,000
Archeological Monitoring	7,486
Construction Engineering and Inspection	1,999,478
Construction Bid	10,632,100
Construction Change Order #1	48,801
Construction Change Order #2	78,850
Construction Change Order #3	64,804
Construction Change Order #4	105,280
Construction Change Order #5	99,836
Construction Change Order #6	51,746
Construction Change Order #7	53,267
Construction Change Order #8	77,540

Construction Change Order #9	145,545
Construction Change Order #10 (new)	10,437
Total Phase 5B construction project cost	13,583,118

Assumed Project Contingency 631,579 (5% of Construction and Engineering)

-Engineer's original Construction Contract Cost Estimate	12,314,000 (-5% to +10%)
-Original Construction Contract Amount	10,632,100
-Current Construction Contract Amount	11,368,206
-Current construction cost increases	736,106
-Current construction change order percentage	6.9%

Funding: Construction of Phase 5B is a two year project partially funded by a \$12M loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,500,000 cash reserves in the City's Wastewater Fund. The City budget for the first year in FY 09/10 was \$8,514,436. The FY 10/11 City budget for the second year was \$7,500,000. The current FY 11/12 City budget is \$910,000 to allow completion of the project.

DISCUSSION:

The project involves seven different structures and associated building permits, a combination of heavy industrial construction and commercial building architectural construction, remodel of very congested buildings and equipment, and loan funding mandates for use of only American made materials, payment of Davis-Bacon prevailing wages, and extensive documentation and reporting. Most of the change order items result in improvements for better operations, maintenance, and safety, as reported in HDR's summary report for this change order. The final cost of construction, including the change orders that allowed design documents to be transformed into functioning facilities, is expected to be approximately \$1M less than the engineer's original cost estimate for the project, and approximately \$1M less than the average bid from all of the prequalified contractors who submitted bids.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #10, for an increased cost of \$10,437 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,368,206.

Attachment

des1466



ONE COMPANY | *Many Solutions™*

March 8, 2012

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

**RE: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements
Change Order No. 10 for Contractors Northwest, Inc. (CNI)**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 10 for the above referenced project.

Summary

The total for the recommended Change Proposal Requests included in Change Order No. 10 is \$10,437.00. This results in an increase in the contract price from \$11,357,769.00 to a revised contract price of \$11,368,206.00.

Please note that the original Opinion of Probable Construction Cost (i.e., cost opinion) range, published at the time of the project bid, was from \$11,700,000 to \$13,500,000 with a base cost opinion of \$12,314,000. The median of bids from pre-qualified contractors prior to award of the contract was \$12,335,000, and the average was \$12,440,000. The revised contract price, reflecting this recommended Change Order, remains \$331,794, or 2.8 percent, less than the low end of the original cost opinion presented prior to the bid.

A summary of the project change amounts and percentages of original contract price are presented in the following table.

Change Type	Value	Percentage of Contract
Unanticipated Changes	\$72,330	0.68%
Agency Generated Changes	\$152,683	1.44%
Added Value and Longevity/Performance	\$637,316	5.99%
Re-work (Credited by HDR)	\$64,247	0.60%
Utilization of Unanticipated Cost	\$(212,100)	(1.99%)
ARRA Administration Claim	\$21,630	0.20%
Change Total	\$736,106	6.92%

Change Proposal Requests

This Change Order No. 10 incorporates the PCO/CPRs attached to this letter of transmittal and are summarized below:

CPR No. 208 – Add Condensate Drain to Line Between Biogas and DCB. This Change Proposal Request involves installation of an additional drainage pipe in the digester gas pipeline extending from the new Utilidor to the Digester Control Building. The original pipeline design and installation was found to not accommodate buildup of gas condensate that was occurring between the installed condensate receiver and the new boiler location. This change item is a cost addition of \$2,161.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 209 – Annular ring Pressure Gauge at Existing Pump P7532. This Change Proposal Request involves installation of a new annular pressure ring and associated pressure gauge serving one of the existing sludge recirculation pumps installed in the basement of the Solids Handling Building. The general contractor inadvertently demolished an existing pressure ring and gauge. The original cost of this item was \$1,016. Because the project drawings did not specifically show re-installation of the original unit on the process mechanical sheets, the contractor contended that they were unaware the pressure ring needed to be re-installed and demolished and misplaced the original unit. Re-location of the devices was properly shown on the Process and Instrumentation Drawings for the project. As a compromise to resolve the issue, it was agreed that the overall cost of the installation of a new replacement unit would be shared equally with the contractor. This change item is a cost addition of \$508.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 210 – Flashing around Restroom Hollow Core Planks inside DCB – Punch List Item 649, PCI #202. This Change Proposal Request involves installation of an aluminum closure flashing assembly to cover exposed edges of the hollow core concrete precast roof at the main level restroom area of the Digester Control Building. This flashing assembly was not included in the original plans, but was needed to complete the installation of the restroom area roofing system. This change item is a cost addition of \$640.00 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 211 – Replace Vogelsang Grinder with Owner Furnished Grinder – PCO # 206. This Change Proposal Request involves removal of the new Vogelsang grinder installed in the basement of the Solids Handling Building and installation of a re-built JWC grinder provided by the City is the same location. The grinder replacement will enable the grinder to be operated at higher pipeline pressures than originally planned at this location. As a result of this required re-work, HDR has agreed to contribute the full change amount of \$1,633.00 toward resolution of this issue resulting in no additional cost to the City. HDR will reimburse the City for this cost in a future professional services invoice. A change to the contract duration was not required for this change item.

CPR No. 212 – Raise Centrate Line for Headroom – PCO # 205. This Change Proposal Request involves lowering the 4 IN centrate line at the north end of the new Utilidor to provide for head clearance required by the building code. The headroom clearance conflict was created by the need to install the access stairwell at a location approximately 1 FT to the north than was originally designed. The stairwell change adds the benefit for clearance below the stairwell to enable extension of process pipelines behind the stairs in the future. This change item is a cost addition of \$718.00 to the original contract amount. A change to the contract duration was not required for this change item.

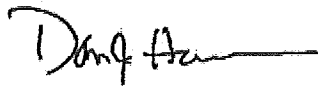
CPR No. 213 – Add Grit Piping Air Vacuum Release – PCO # 207. This Change Proposal Request involves installation of air/vacuum relief valves in the grit lines that were installed in the Phase 4B Construction project within the Screenings Building. During power outages, or when the pre-aeration (grit) basin underflow pumping is turned-off abruptly, a siphon effect would occur on the grit feed lines sending flow to the grit washers and classifiers. This problem was identified during the Phase 5B design, and a corrective action was included in the Phase 5B design that involved raising the grit pipelines to an elevation above the water surface of the pre-aeration basin was implemented.

This non-mechanical corrective action still did not rectify the siphoning problem. As a result, additional work was required that included installation of vacuum release valves at each of the three grit pipelines to eliminate the siphoning condition that causes a significant mess every time siphoning occurs. This change item is a cost addition of \$4,777.00 to the original contract amount. The City staff has incurred overtime for cleanup of unplanned process spills within the Screenings Building as a result of this issue. In addition, the City has also had to pay additional costs associated with completing the final correction since it involved a change order to the Phase 5B contract. HDR has agreed to contribute to cover labor costs associated with the change item in the amount of \$1,900 since the majority of the labor involved can be categorized as rework. HDR will reimburse the City for this amount in a future professional services invoice.

The City in-turn has agreed to pay for the material costs associated with the change, since these materials do not encompass rework of the original Phase 5B project and would have been part of the corrective action had it been identified clearly during the initial design. A change to the Contract duration was not required for this change item.

Please contact either of us if you require additional explanation or information.

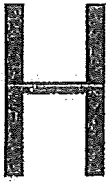
Sincerely,
HDR ENGINEERING, INC.



Dan J. Harmon, P.E.
Project Manager

- c. David Keil, HDR Engineering, Inc.
Don McIntosh, Contractors Northwest, Inc.

Enclosures: Change Order No. 10 w/ associated CPRs



Change Proposal Request No. 208 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by ☒ Engineer ☐ CM/Contractor Date: 12/12/2011

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Provide a 1 IN pipeline from the 4-DG at the Utilidor/Digester Control Building interface to the Biogas Control Building for condensate drainage. Provide a 1 IN weld-o-let upstream of the 90-degree elbow (biogas flow from Biogas Control Building to Steam Boilers) at the Utilidor/DCB interface. Slope 1-DG at 1/4 IN/FT. 1-DG shall be 316 SST Sch 40. Core through Utilidor/Biogas Control Building wall. Seal with full depth non-shrink grout. Provide 1 IN ball valve inside Biogas Control Building. Route 1-DG to manual drip trap. Install manual drip trip provided by contract but removed by Owner. Route 1-D to trench drain. 1-D per Section 15060.

See attached 000C08-partial, 780D07-partial, 780D21-partial, 790D01-partial and 790D02-partial.

Michael Zeltner/HDR Engineering, Inc. *MSE*

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☐ Increased ☐ Decreased ☒ Unchanged

by _____ calendar days.

This change will: ☒ Add ☐ Deduct ☐ Not Change

216100

General Contractor

Date

1/23/12

HDR Recommendation:

☒ Recommend Acceptance
☐ Do Not Recommend Acceptance

By: HDR Engineering, Inc.

Date

Owner's Action:

☐ Accepted ☐ Not Accepted

By: Owner

Date

1/23/2012

—

PROJECT: CDA WWTP Phase 5B

Job#	742
------	-----

PCD # 204

100 #	204
DCL #	503

PROJECT OR CHANGE DESCRIPTION: CPR 208 Add Condensate Drain to DG line between Biogas and DCB

[illegible]



Change Proposal Request No. 209 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by ☒ Engineer ☐ CM/Contractor Date:

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

CNI to provide a 6 IN Ashcroft pressure ring with 4.5 IN gauge. See attached PCO 203.

By 

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☒ Increased ☐ Decreased ☒ Unchanged

by 0 calendar days.

This change will: ☐ Add ☐ Deduct ☐ Not Change

\$1,016.00 / 2nd = \$508⁰⁰

General Contractor

Date

HDR Recommendation:

☒ Recommend Acceptance
☐ Do Not Recommend Acceptance

By: HDR Engineering, Inc.

Date

Owner's Action:

☐ Accepted ☐ Not Accepted

By: Owner

Date

* Engr./Contractor agreed to share cost for Completion of Issue.

1/23/2012

PROJECT: CDA WWTP Phase 5B

Job# 742

PCO # 203

DCL # 506

PROJECT OR CHANGE DESCRIPTION: Annular Ring Pressure Gauge at Existing Pump P-7532 In Solids Bldg

[illegible]

CNI - APPROVED: _____ DATE: _____
ENG - APPROVED: _____ DATE: _____

1.016 / 2.14 = 2.56



Change Proposal Request No. 210 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by ☒ Engineer ☐ CM/Contractor Date: 01/23/2012

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Flashing around Restroom Hollow Core Planks inside DCB - Punch List Item 649; PCO #202.

By 

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☒ Increased ☐ Decreased ☒ Unchanged

by 0 calendar days.

This change will: ☐ Add ☐ Deduct ☐ Not Change

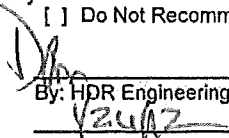
\$640.00


General Contractor

Date _____

HDR Recommendation:

☒ Recommend Acceptance
☐ Do Not Recommend Acceptance

By: HDR Engineering, Inc. 

Date _____

Owner's Action:

☐ Accepted ☐ Not Accepted

By: Owner _____

Date _____

505 DCL #

[illegible]

CNI - APPROVED: See Attached. DATE: _____

ENG - APPROVED: [Signature] DATE: 12/2/12



Change Proposal Request No. 211 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by: ☒ Engineer ☐ CM/Contractor Date: 02/14/2012

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

See attached PCO #206

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☐ Increased ☐ Decreased ☒ Unchanged

by 0 calendar days.

This change will: ☒ Add ☐ Deduct ☐ Not Change

\$1,633.00

General Contractor

Date

HDR Recommendation:

☒ Recommend Acceptance
☐ Do Not Recommend Acceptance

By: HDR Engineering, Inc.

Date

Owner's Action:

☐ Accepted ☐ Not Accepted

By: Owner

Date



Change Proposal Request No. 212 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by ☒ Engineer ☐ CM/Contractor Date: 02/14/2012


Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

See attached PCO #205


By _____


All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☐ Increased ☐ Decreased ☒ Unchanged

by 0 calendar days.

This change will: ☒ Add ☐ Deduct ☐ Not Change


\$718.00


General Contractor _____

Date _____

HDR Recommendation:

☒ Recommend Acceptance
☐ Do Not Recommend Acceptance


By: HDR Engineering, Inc. _____

Date 2/14/12

Owner's Action:

☐ Accepted ☐ Not Accepted

By: Owner _____

Date _____

PROJECT: CDA WWTP Phase 5B

PROJECT OR CHANGE DESCRIPTION: Raise Centrate Line for Headroom Clearance above DCB/Utilidor Stair

[illegible]

CMI - APPROVED

DATE. 2/14/12

ENG - APPROVED

DATE: 2/12/12



Change Proposal Request No. 213 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by ☒ Engineer ☐ CM/Contractor Date: 03/07/2012

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Add Grit Piping Air Vacuum Release (See attached PCO #207)

Dan Harmon
By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased ☐ Decreased ☐ ☒ Unchanged

by 0 calendar days.

This change will: ☒ Add ☐ Deduct ☐ Not Change

\$4,777.00

See Attached.
General Contractor _____

Date _____

HDR Recommendation:

- ☒ Recommend Acceptance
☐ Do Not Recommend Acceptance

By: HDR Engineering, Inc.
3/7/12

Date _____

Owner's Action:

☐ Accepted ☐ Not Accepted

By: Owner _____

Date _____

3/6/2012

THANKS
6/3

REVISÉ

Page 1

**CHANGE ORDER NO. 10****OWNER:** City of Coeur d'Alene, ID**DATE:** March 8, 2012**CONTRACTOR:** Contractors Northwest, Inc.**HDR PROJECT NO.:** 134317**PROJECT:** City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements**CONTRACT DATE:** January 19, 2010**Revised CONTRACT PERIOD:** December 2, 2011 to March 8, 2012

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

Provide all materials, labor and equipment necessary for the work outlined in the 6 CPRs listed in the table below. CPRs, including back-up documentation, are attached to this Change Order.

CPR	Description	Time Extension (Calendar Days)	Cost
208	Add Condensate Drain to DG line between Biogas and DCB	0	\$2,161.00
209	Annular Ring Pressure Gauge at Existing Pump P-7532 in Solids Bldg	0	\$508.00
210	Flashing around Restroom Hollow Core Planks inside DCB – Punch List item 649; PCO #202	0	\$640.00
211	Replace Vogelsang Grinder with Owner Furnished Grinder	0	\$1,633.00
212	Raise Centrate Line for Headroom Clearance above DCB/Utilidor Stair	0	\$718.00
213	Add Grit Piping Air Vacuum Release	0	\$4,777.00
Change Proposal Requests Total Amount		0	\$10,437.00

CHANGE ORDER SUMMARY**Contract Price:**

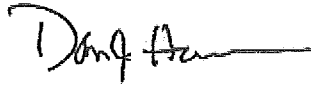
Contract Price prior to this Change Order	\$11,357,769.00
Net Increase/Decrease of this Change Order	\$10,437.00
Revised Contract Price with all Approved Change Orders	\$11,368,206.00

Contract Time:

	Substantial Completion of Bid Item Nos. 2 and 3	Substantial Completion of All Work	Final Completion of All Work
Contract Time Prior to this Change Order	410 Calendar Days	626 Calendar Days	666 Calendar Days
Net increase of this Change Order	0	0 Calendar Days	0 Calendar Days
Revised Contract Time With All Approved Change Orders	410 Calendar Days	626 Calendar Days	666 Calendar Days

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

Accepted for Contractor By:  Date: 3/8/12

Approved for HDR Engineering, Inc. By:  Date: March 8, 2012

Approved for Owner By: _____ Date: _____

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

**PUBLIC WORKD COMMITTEE
STAFF REPORT**

DATE: *March 7, 2012*

FROM: *Mike Gridley – City Attorney*

SUBJECT: Approval of Contract for Stormwater Consultant

DECISION POINT:

The Council is requested to approve an expenditure of \$62,800 to hire the FCS Group to perform a stormwater analysis and rate study for the City of Coeur d Alene.

HISTORY:

The City has suspended collection of stormwater fees and has repealed the ordinance creating the Stormwater Utility based on a recent decision from the Idaho Supreme Court. Council has instructed staff to restructure the Stormwater Utility so that it would satisfy the Supreme Court's requirements. The FCS Group are consultants who oversee a team that does this type of work. The FCS Group worked on the original CDA stormwater analysis and rate study and are recognized as experts in this field. City staff will assist them in their work, but we do not have the resources or expertise to do the entire study in-house.

FINANCIAL ANALYSIS:

The cost of the work will be \$62,800. A spread sheet showing the cost breakdown is attached. Funding will come from existing stormwater funds.

PERFORMANCE ANALYSIS:

The proposed scope of work is attached. The work is to be completed by July 17, 2012. Staff believes that this work is necessary to create a new Stormwater Utility for CDA.

DECISION POINT/RECOMMENDATION:

Approve the expenditure of \$62,800 to hire the FCS Group to perform a stormwater analysis and rate study.

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

FCS GROUP, INC.

for

CITY OF COEUR D'ALENE STORMWATER RATE STUDY

THIS AGREEMENT, made and entered into this 20th day of March, 2012 between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **FCS GROUP, INC.**, a Washington corporation, with its principal place of business at 7525 166th Avenue NE, Suite D-15, Redmond, WA 98052, hereinafter referred to as the "Consultant."

W I T N E S S E T H:

WHEREAS, The City needs to revise and renew its existing Stormwater rate study, and

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

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

Section 1. Definitions. In this agreement:

- A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means FCS GROUP, Inc., 7525 166th Avenue NE, Suite D-15, Redmond, WA 98052.
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or Mayor's authorized representative.

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

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

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

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed on or about July 17, 2012.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Sixty-Two Thousand Eight Hundred Dollars and NO / 100 (\$62,800.00).

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

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

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

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

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

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this

agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

Section 11. Equal Employment Opportunity.

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

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

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

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

Section 13. Assignability.

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

bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

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

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

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

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the

validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

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

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

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

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance of at least Five Hundred Thousand Dollars (\$500,000.00).

B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance of at least Two Million Dollars (\$2,000,000.00).

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

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

A. Consultant shall maintain general liability insurance naming the City, its entities, and

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

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

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

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

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

CITY OF COEUR D'ALENE

FCS GROUP, INC.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

ATTEST:

Name / Title

[illegible]

On this 20th day of March, 2012, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

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

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

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

CITY OF COEUR D'ALENE

STORMWATER RATE STUDY

The City of Coeur d'Alene wishes to perform a stormwater rate study that would include structuring the fee to equitably recover program costs within the parameters of the Idaho Constitution and the recent Idaho Supreme Court ruling against the City of Lewiston. The following draft work plan could apply.

Task One: Project Initiation

- 1.1 This task would entail kicking off the project, and would include the identification and initial discussion of key issues to be addressed in Task Two and collection of initial data (to be requested by consultant).

Task Two: Policy Framework

This task would be composed of drafting brief technical memoranda summarizing each key issue, defining alternatives, and recommending a course of action. It is assumed that the City will need to consider the use of a number of potential rate factors or bases and document their reasons for incorporating or dismissing such factors. It is further anticipated that Brown and Caldwell will provide material input on the “science” behind any linkages between potential rate factors and contribution of runoff.

- 2.1 Write technical memoranda on key issues. Issues would likely include:

- ◆ Funding Options. Is a stormwater utility the best option for Coeur d'Alene, or should the City consider other sources, such as the wastewater or street funds? The pros and cons of each relevant program funding option will be discussed and evaluated.
- ◆ Rate Structure. What alternative rate structures are worth considering, given the Lewiston decision and the ability of the City to develop property-specific information that could be used to base rates. Alternative rate bases, such as trip generation and estimated runoff contribution to the public system, will be discussed, as will approaches for using assumptions in the absence of available data.
- ◆ Rate Credits and Exemptions. How can a property owner reduce or eliminate the rate to their property by their specific actions? Providing credits and/or exemptions for qualifying commercial *and residential* customers will be discussed, as will ways to acknowledge the differing impacts of customers who are directly connected to the public system from those who drain elsewhere.

- 2.2 Meet up to two times on-site with City staff to discuss the issues -- policy, legal, and technical -- and arrive at a proposed funding approach, including the rate and rate credit methodology.

Task Three: Customer Data Work Plan

- 3.1 With the collaboration of City staff, FCS GROUP will develop a work plan for staff to use to develop and compile the customer information that may be necessary to implement the proposed rate and rate credit methodology. Information to be developed could include an identification of properties “connected” to the city stormwater system, and the extent of that connection. FCS

GROUP and Brown & Caldwell staff will be available to assist up to the amount budgeted for this task.

Task Four: Technical Analysis

The technical analysis includes the determination of the total amount of revenue needed from rates to ensure the ongoing fiscal health of the utility, as well as the calculation of rates and credits.

- 4.1 Use proposed capital (if applicable), operation and maintenance, administration, and other costs to develop a baseline cost projection. The baseline cost projection will include the impacts of anticipated standards and regulations, forecasted collection system costs, capital maintenance, and fiscal policy impacts.
- 4.2 Project revenue requirements using a newly developed or adapted spreadsheet model, which will include a capital financing analysis to project borrowing needs and associated cash flows and fund balances.
- 4.3 Develop the proposed utility rate and rate credit, based on the results of Task Two. Using data gathered in Task Three, or acceptable assumptions, generate rate and credit alternatives.
- 4.4 Meet with City staff up to two times to review findings.

Task Five: Documentation

- 5.1 Write a draft report, summarizing findings.
- 5.2 Finalize and issue the report, incorporating City review input.
- 5.3 Draft an implementing ordinance for City legal review.

Task Six: Presentation

- 6.1 Prepare for and participate in up to three meetings with the City Council to present and discuss findings.

COMPENSATION

	FCS GROUP			Brown and Caldwell			
	Managing Principal Ghilarducci	Consultant	Support	Project Engineer Burgos	Staff Engineer		
	\$ 195	\$ 120	\$ 65	\$ 150	\$ 90		Budget
Task One: Project Initiation							
1.1 Kickoff meeting (1)	8	4	0	8	4	\$	3,600
Task Two: Policy Framework							
2.1 Write technical memoranda	24	8	0	24	8	\$	9,960
2.2 Review meetings with Staff (2)	16	4	0	12	8	\$	6,120
Task Three: Customer Data Work Plan							
3.1 Develop customer data work plan	8	12	0	6	16	\$	5,340
Task Four: Technical Analysis							
4.1 Establish baseline costs	2	8	0	2	4	\$	2,010
4.2 Forecast revenue requirements	2	24	0	0	0	\$	3,270
4.3 Calculate rates and credits	4	32	0	2	6	\$	5,460
4.4 Review meetings with Staff (2)	16	16	0	0	0	\$	5,040
Task Five: Documentation							
5.1 Draft report	12	32	2	8	16	\$	8,950
5.2 Final report	4	8	4	2	4	\$	2,660
5.3 Draft ordinance	8	4	0	2	0	\$	2,340
Task Six: Presentation							
6.1 City Council meetings (3)	24	12	2	12	0	\$	8,050
	128	164	8	78	66	\$	62,800
	\$ 24,960	\$ 19,680	\$ 520	\$ 11,700	\$ 5,940		

**CITY COUNCIL
STAFF REPORT**

DATE: 20 March 2012
FROM: Jim Markley, Water Superintendent
SUBJECT: Comp Plan Update consultant selection

=====

ACTION REQUIRED: Staff requests that Council hires JUB Engineers to conduct a Water Comprehensive Plan update.

BACKGROUND: The last complete comp plan update was completed in 1999. In 2007 we had a rate study that also tested some of the assumptions in the plan. We conduct updates every 5 to 10 years. A *request for proposal* was prepared and advertised from which we received three proposals. Proposals were sent in by Murray, Smith & Associates; Welch Comer; and JUB. A review committee (consisting of Dan Gookin, me, Sid Fredrickson, Terry Pickel, and Kyle Marine) met on February 24th and reviewed the proposals. We were impressed by all of the proposals but felt that the one submitted by JUB Engineers would be the best fit for the City's needs. Terry Pickel and I met with JUB on March 9th and refined the Scope of Services. The revised scope will be attached to the professional services agreement. The draft agreement is included in the packet. The project is scheduled for completion by the end of this calendar year.

FISCAL ANALYSIS: This project is identified and funded in the current fiscal plan. The total project cost is \$100,000.

RECOMMENDATION: Staff requests a recommendation to Council to hire JUB Engineers Integrated to perform the water capitalization update.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

JUB ENGINEERS, INC.

for

2012 WATER SYSTEM COMPREHENSIVE PLAN UPDATE

THIS AGREEMENT, made and entered into this 20th day of March, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **JUB Engineers, Inc.**, in the state of Idaho, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

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

B. The term "Consultant" means the *JUB Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815*.

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

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

Section 3. Scope of Services.

A. The Consultant shall perform the services as defined in the *2012 Water System Comprehensive Plan Update* and attached hereto as **Exhibit "A"** and incorporated herein by reference.

B. Area Covered: The Consultant shall perform all the necessary services provided under this agreement respecting the tasks set forth in the Request For Proposal.

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this agreement by the Mayor and shall be completed on or before **December 31, 2012**. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this agreement, the City shall pay the Consultant the total sum as set forth in the *2012 Water System Comprehensive Plan Update* as described in **Exhibit "A"** attached hereto and incorporated herein by reference for services required by this agreement.

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

C. Total compensation for all services and expenses for the term of this agreement shall not exceed **Ninety Nine Thousand Eight Hundred Fifty Dollars (\$99,850.00)**.

Section 7. Method and Time of Payment.

A. The City will pay to the Consultant the amount set forth in the *2012 Water System Comprehensive Plan Update* in **Exhibit "A"** which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days of receipt of billings submitted to the City.

B. Final payment shall be made thirty (30) calendar days after completion of all work and approval of all work by the City. Billings shall be submitted to the City in accordance with the *2012 Water System Comprehensive Plan Update* in ***Exhibit “A.”*** Such billings shall reflect the total work performed and approved, to date.

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

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

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

Section 11. Equal Employment Opportunity.

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

foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

Section 13. Assignability.

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

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

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

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

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

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

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

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

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

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

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

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

Section 23. City Held Harmless.

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

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

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

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

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

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

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

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

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

CITY OF COEUR D'ALENE

JUB ENGINEERS, INC.

Sandi Bloem, Mayor

_____, _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Secretary

[illegible]

On this 20th day of March, 2012, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2012, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **JUB Engineers, 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: _____

EXHIBIT A

City of Coeur d'Alene Water Department 2012 Water System Comprehensive Plan Update

Detailed Scope of Services

The City of Coeur d'Alene 1999 Water System Comprehensive Plan provided the City with a tool to evaluate their existing system, identify areas that needed improvement, and determine if there are operational modes that can be modified to improve the City's water service. As part of the 2012 Water System Comprehensive Plan Update, J-U-B will evaluate and update your overall system Master Plan.

Like the original Comprehensive Plan, this Comprehensive Plan Update is intended to be a "living" document that will change as your needs change and you update the plan. The planning period for this update is specifically for the next ten years, but also examines conditions projected to be present at system build-out to help secure long-term water supply and system planning. This detailed Scope of Services is presented as proposed Comprehensive Plan Update report sections that provide you with updated tools to plan your system.

1. Executive Summary

A successful Comprehensive Plan Update includes not only good analysis, but presents the results clearly and concisely. The most effective presentation of this data occurs in an Executive Summary at the beginning of the plan. This summary will follow the items outlined in our project scope as well as provide a summary of recommended improvements, budget costs, and capital improvement implementation.

2. Review Criteria

The 1999 Comprehensive Plan developed review criteria to establish the level of service within the water service area. J-U-B will work with the Water Department as well as Engineering, Planning, and Fire to re-examine and re-establish the review criteria from the 1999 Comprehensive Plan and update the review criteria, if necessary, to coincide with the current Coeur d'Alene vision.

Additional criteria may include existing and potential future City, state and federal regulations that would require modifications to the previous plan. Current regulations for water quality and water rights will also be included, including discussion of Comprehensive Aquifer Management Planning (CAMP) by the Department of Water Resources.

3. Water Production and Study Boundary

Records show that the water system has developed rapidly in the past 12 years; therefore, the Comprehensive Plan Update will re-examine growth projections for the next 10 years as well as what ultimate build-out will bring in terms of growth and impact to the water system.

This Comprehensive Plan Update will re-evaluate the original assumptions for water consumption and demands established in the 1999 Comprehensive Plan. Daily SCADA information from each well site will be utilized for overall trends as well as seasonal water use analysis. Water use will be determined in a similar manner to the previous analysis by updating the pumping records from 1999 to 2012, determining a per acre value for existing land uses, and using that to project ultimate water use for the system.

Unaccounted water will be evaluated taking into account bulk water sales and water used for maintenance and system flushing. This information will also be used in the Water System Conservation Plan.

The service area boundary for the City water system is not consistent with the City of Coeur d'Alene City limits. This project will update the water service area boundary and project water usage to the study boundary. The study boundary will coordinate the ultimate sewer service area with the ultimate water service area so that planning is consistent for both utilities. The primary growth areas are expected to be in the Huetter Corridor and the eastern edge of the existing City limits. The final evaluation boundary will be determined by the City Water Department.

Prediction of the ultimate service area land uses will provide the City with the ultimate water system needs and capability. This evaluation will include population projections provided by the City Planning Department and coordinated with data from the Wastewater Department's Collection System Master Plan.

4. Description of Existing System

The existing system description from the 1999 Comprehensive Plan will be updated to reflect the water system in early 2012. This will include updating the existing water supply wells, water storage, booster systems, distribution system, electrical supply, and SCADA. The City will provide their most current system data in electronic format, as available (WaterCAD, GIS, Excel, AutoCAD, and other readily available existing computer formats).

The existing system inventory will be completed by visiting with City staff. These meetings will address the extent and configuration of the system as well as discuss current high maintenance and problem areas of the system. This is expected to include existing system set points (storage tank elevation settings, pump start elevations, pump curves, PRV settings, etc.) Pipeline size and conditions are considered well documented; therefore, potholing by City crews is not anticipated.

This project will update the 1999 plan by presenting the system on the most current Avista aerial photographs and topography provided electronically by the City. In addition, full-color base maps covering the planning system limits will be provided. These base maps will expose unserviceable areas based on minimum pressures. Pipe sizes will be on different layers, and a Zoning Map overlay will be used for residential, commercial, and industrial areas.

5. Description of Areas of System Expansion

The existing system has reached the limits of expansion in many areas by developing up to neighboring water systems. Some of the future areas of growth are more difficult to serve due to proximity and topography.

Working with the City, J-U-B will help establish minimum criteria for new development outside of the existing service area. This section will include specifics on maximum elevations for construction for each pressure zone, minimum connection sizes (number of equivalent connections) for new pressure zones, and standards for providing storage and redundancy in these zones.

6. Model Update

The 1999 Comprehensive Plan included a hydraulic model of the City Water System in WaterCAD modeling software. The existing model will be updated and recalibrated.

Since the 1999 Comprehensive Plan, the City has completed numerous recommended improvement projects. As improvements occurred, City staff has updated the GIS system to reflect the current status of the system. The updated model for this project will use the GIS database and update major transmission lines (>8") as needed. The information for wells, pumps and storage facilities installed since 1999 including operation data will be included in the update.

Previous assumptions for water demand will be verified during different times of the year and in different areas of the City using City-provided water and pump meter records. The City will provide current land use and zoning maps so the Water Demand Map can be updated and major uses identified within the City.

Once the existing system is updated, the model will be calibrated using existing data from the City SCADA system and fire flow records. This level of calibration will allow reliability to within approximately 15 percent of observed conditions in the main part of the system and within 20 percent in isolated "outlier" areas. J-U-B will review model results with City staff to verify that the model reflects actual system behavior.

7. Water Supply/Water Storage

The 1999 Comprehensive Plan and 2007 Rate Study Update established adequate storage criteria necessary for existing and future scenarios. This update will revisit existing supply and storage capacity in each zone and verify the need for improvements through build-out. The analysis will evaluate the potential impacts of constructing water storage and supply at specific points in the City for both the existing conditions and future growth. As part of this analysis, J-U-B will examine the growth projections to determine when each improvement may be required and establish a phasing plan.

The most productive part of the Rathdrum Prairie Aquifer within the City's service area is located in the NW quadrant of the City so it is assumed that the bulk of new production wells will be located in this area. This area may also include Arsenic, TCE, and potential landfill leachate plumes, however, so those plumes will be presented as available.

The City has expressed concerns regarding storage and supply in the downtown zone, which has lower production potential. J-U-B will investigate the options and provide recommendations. Potential options include transmission options from the NW quadrant, and expanding production capacity of existing wells. The Clayton well will also be evaluated as a potential irrigation well or operated in conjunction with the Honeysuckle well to provide adequate blending.

J-U-B will assign a cost for each recommended improvement to be included in a recommendations and costs section.

8. Water Distribution

J-U-B will use the updated and calibrated model to perform the hydraulic analysis to evaluate the system's ability to provide water service based on City provided pressure and flow criteria. This evaluation will examine system bottlenecks under peak summer and low winter demand conditions, and will work with the City to determine areas of high historical maintenance. J-U-B will then compare projected fire flows with the City-provided requirements for current building codes, sprinkler design, and Fire Department expectations. Prior to recommending expensive capital improvements, J-U-B will examine operational modifications such as pump scheduling based on system pressures and system operation during fires. The hydraulic analysis will investigate the lower zone, upper zone, Stanley Hill Zone, (new) Fernan Hill Zone, Blackwell Hill Zone, and Armstrong Park Zone.

A major concern in most potable water distribution systems is system looping. Frequently, systems have small areas serving a substantial numbers of users that are fed by one dead-end pipe. The drawbacks are obvious regarding available fire flow, water quality, and redundancy in case of a pipe break. Some specific areas that will be evaluated are Armstrong Park, Blackwell Island, Mill River and Fernan Hill. This plan will identify the most cost-effective means to improve system looping as appropriate.

J-U-B will apply the growth projections within the system boundary to determine “build-out” conditions. These growth patterns may establish improvements to the northeast and southeast as development pushes into the foothills.

The Stanley Hill/Fernan Service area will be reviewed and conceptual options will be provided for dividing this area into two pressure zones. The Elm Street Booster Pump Station site and other properties in the vicinity will be evaluated as potential locations for a new Fernan Hill Booster Pump Station. If additional property is required for a second booster station, J-U-B will assist with identification of potential sites and negotiation with property owners (See task 12).

9. Capital Improvement Program/Rate and Fee Evaluation

Recommended capital improvement projects and opinions of capital and life-cycle costs (based on 2012 dollars) identified in the system analysis will be prioritized based on criteria to be developed with the Water Department. These criteria may include serving new development, improvement of local system pressures, elimination of major bottlenecks, routine water main replacement, or improvement of fire flows that present the greatest potential risk.

In addition to capital improvement projects identified in the report, City Staff have requested that the following improvements also be included:

- Onsite chlorine generation in the remaining well houses
- Development of new water sources
- Consideration of potential irrigation sources
- Separation of the Fernan and Stanley Hill booster service areas

Once prioritized, they will be incorporated into a phasing plan, tied to the expected system demands to help ensure the highest priority projects are implemented first as follows:

- Existing deficiencies and Year 0-5 improvements
- Year 5-10 improvement plan
- Beyond 10-year improvement plan – Replacement

The capital improvement projects and phasing plan will be taken into account in the rate analysis (capitalization and user fees) with adjustments made as necessary. In addition to covering the capital improvement project cost, the existing rates will be evaluated to verify adequate revenue generation for operation and maintenance costs. The rate evaluation will use the existing rate model developed in 2007 and updated to include new cost data and capital improvement planning. To keep rates tied to actual operation and maintenance costs, rates will be tied to an existing cost index such as the Engineering News Record periodical. The task will include a list of automatic 5-year cost increases.

10. Conservation Plan

As part of the requirements for the Rathdrum Prairie Groundwater Management Area (GWMA), the City will need to develop a Conservation Plan. The City is already doing most of the elements required. This Conservation Plan will summarize the City's existing conservation program in IDWR format.

11. Deliverables and City Council Presentation

Five bound copies of the Comprehensive Plan Update will be provided to the City. Each copy will also include a DVD, with the entire document in electronic form. J-U-B will bookmark each chapter and subsection and provide links to tables and figures as each is referenced in the text, providing the City with a working document.

J-U-B will prepare an enhanced Executive Summary handout booklet and formally present the results of the Water Comprehensive Plan Update and model to the City Council with City staff. The prepared overview will be five to ten minutes in length followed by a question and answer session with the Council, staff, and citizens. Additional formal presentations will be done on a time and materials basis as directed by the City.

J-U-B will assist the city with a public rate hearing once the Comprehensive Plan Update is finalized. This task will include presenting the new recommended rates to public at either a special meeting or a regularly scheduled City Council Meeting.

12. Fernan Hill Booster Property Identification and Negotiation

Property acquisition may be required for the Fernan Hill Booster Station depending on the concept plan developed for splitting the Stanley Hill and Fernan Hill Zones. Should additional property be required, this task will include assisting the City with identifying and negotiating with property owners for the target property.

SCHEDULE

This Comprehensive Plan Update will be complete and prepared for submittal to the City Council in September 2012, which will allow the City to hold a rate hearing in October if adjustments are required. J-U-B will have draft chapters for the City to review every few weeks over the course of the project to keep the project moving forward and on schedule.

Key Milestone Dates are as follows:

MILESTONE	Expected Date
1) Notice to Proceed	March 31, 2012
2) Meet with City staff to establish review criteria	Week of April 2, 2012
3) City to provide requested data	April 20, 2012
4) Draft plan to City for review	September 1, 2012
5) Final Plan Submittal (and City Council Presentation)	Within 30 days of receipt of City comments

BUDGET

The fee for the work summarized in items 1-12 is as summarized below:

- 1) Water System Comprehensive Plan Update on a lump sum basis of \$97,350.
- 2) Fernan Hill Booster Property Identification and Negotiation on a time and materials basis estimated at \$2,500.
- 3) Additional tasks will be on a time and materials basis as presented below or requested by City Staff.

ADDITIONAL SERVICES (On a time and materials basis) as requested:

Hydraulic Model User Manual – Update

The 1999 Comprehensive Plan included a user manual describing how the GIS, spreadsheet, and hydraulic model files operate together to evaluate the system. This task will update the user manual as necessary for the updated system.

Reasonably Anticipated Future Needs (RAFN) Support -

The Groundwater rules allow cities to reserve adequate water rights to meet their 50-year demand projections. This task would include working with Idaho Water Engineering to develop this demand projection and get it codified.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: March 12, 2012
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: V-12-2, Vacation of Portions of Right-of-Way in the Taylor's Park Addition & the Relinquishment of College Drive to North Idaho College

DECISION POINT

The applicant, North Idaho College, is requesting the vacation of the undeveloped right's-of-way of Smylie Street (50'), Hubbard Street (50'), the north/south alley (7.5') adjoining the west boundary of Block 4, the east/west alley (6.5') adjoining the northerly boundary of the west half of Block 2 and Blocks 3 & 4, and, the east/west mid-block alley (20') that extends from the west half of Block 2 to the westerly boundary of Block 4. Also, the relinquishment of College Drive to NIC.

HISTORY

The Taylor's Park Addition subdivision consisting of sixty four (64) lots was originally platted May 1906. The westerly portion of the subdivision has been occupied by operations buildings related to the North Idaho College, and until recently, the DeArmond/Stimson lumber mill. The roadways of Smylie and Hubbard were never developed as functioning streets for public use. College Drive was dedicated separately by a "Deed of Dedication" to the City of Coeur d'Alene in 1957 by the North Idaho Junior College.

FINANCIAL ANALYSIS

There is no negative financial impact to the City. Previously, the commercial use that was on the subject property was located in the County therefore no tax revenue was generated for the City. The projected development of the site is anticipated to be educational in nature, therefore, there will be no net increase in taxable revenue gained. The new roadways that traverse the area are owned and maintained by the College, therefore those costs do not figure in to City departmental budgets.

PERFORMANCE ANALYSIS

This vacation request is the first step in the creation of the expanded campus that will eventually encompass the area between the dike road and the City Wastewater facility. The lumber mill has ceased to operate, and the North Idaho Foundation has acquired the property for the expansion of the NIC campus. Current use of the site is primarily student parking, however the planned long term use is multi-use classroom, recreation and office facilities, along with associated open space. The existing City utilities that were located in the areas requested for vacation were removed and relocated during the recent site construction, therefore no facilities remain that would be affected.

The deed for College Drive was formatted to return the roadway to the College should its use as a roadway ever cease, however, since that will not be the case, the City would need to quit claim the roadway back to the College. The principal reason for the College

desiring ownership of the roadway is that they can obtain State funding through the State Department of Public Works (DPW) to maintain it, whereas if it is City owned, they cannot.

RECOMMENDATION

Recommendation to the Public Works Committee would be for staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, to request relinquishment of the roadway known as College Drive, and, to recommend to the City Council the setting of a public hearing for the item on April 17, 2012.

This map shows Taylor's Park and its surroundings. Taylor's Park is a large rectangular area in the center. To its north is a large area labeled 'Fort Sherman Aband Mil Res (lt 37)'. To the west of Taylor's Park is a road labeled 'COEUR D'ALENE LAKE'. To the east is a road labeled 'NORTHWEST'. To the south is a road labeled 'COLLEGE'. To the southwest is a road labeled 'ROSENBERRY'. To the southeast is a road labeled 'GEMMEL'. A road labeled 'MILITARY' runs north-south to the east of Taylor's Park. A callout box labeled 'Areas of Request' points to a specific area within Taylor's Park. The map also shows several smaller rectangular areas, some of which are shaded with a cross-hatch pattern.

Taylors Park

COLLEGE

ROSENBERY

NORTHWEST

MILITARY

2017

A site plan map showing a proposed 'Area of request' (hatched area) and 'Merriam Park'. The map includes a street layout with a hatched area labeled 'Area of request' and a large area labeled 'Merriam Park'. A diagonal line separates the hatched area from the park area, with the word 'GARDEN' written below it.

Crawford Park

~~SECRET~~

EMPIRE

HUBBARD

Merriam Park

GARDEN

RIVER

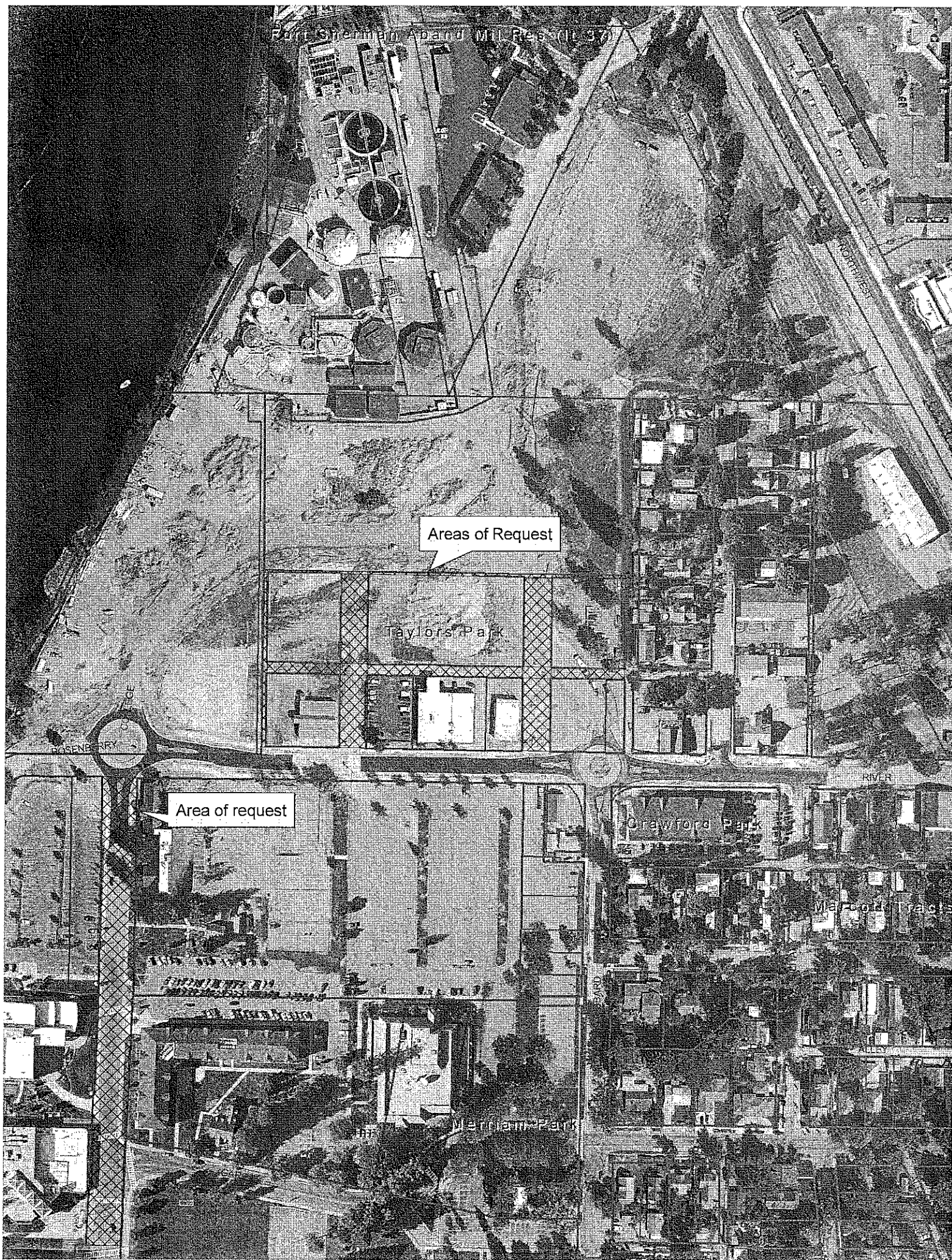
Marcott Tracts

MILITARY

DATE

MILITARY

FILE



Areas of Request

Taylor's Park


Area of request

Crawford Park

Marion Tracts

Marion Park

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: March 12, 2012
FROM: David E. Shults, Capital Program Manager 
SUBJECT: Sole Source Procurement of WWTP Phase 5C.1 Tertiary Membrane Filter Assemblies

DECISION POINTS:

The City Council is requested to declare that GE Water & Process Technologies, Inc. is the sole vendor of WWTP Phase 5C.1 tertiary membrane filtration equipment, and to authorize publishing a notice in the newspaper for the intent to procure from this sole-source manufacturer.

HISTORY:

A 20-year wastewater facility plan update is in the final approval stage for the City's approach for complying with new discharge permit requirements for nutrients from the treatment plant. A three phase construction program is planned over the next eleven years. Phase 5C.1 improvements are planned to provide earliest improvements needed to meet existing ammonia treatment requirements, and to initiate tertiary membrane filtration for phosphorus control. Phase 5C.2 improvements will provide additional tertiary membrane filtration and other process equipment needed for complying with new permit conditions for the current 4.2 million gallons per day capacity needs of the city. And Phase 5C.3 improvements will add process equipment that will be needed for additional capacity needs up to the planning level capacity of 6mgd. Design is underway for Phase 5C.1 improvements. Pilot testing of several different approaches for maximum phosphorus removal has been conducted over the last two years, and has resulted in the city's wastewater consultant, HDR's, recommendations regarding the phased approach. HDR's recommendations for the initial phase 5C.1 is for taking a small incremental step for constructing the initial tertiary membrane filters that have yielded good results in the pilot testing related to phosphorus. The pilot testing identified a coincidental benefit for better ammonia control that is needed right away for the plant to reliably meet the current discharge permit requirements. Both of these control strategies revolve around use of the GE tertiary membrane filtration system that was tested in the pilot testing program. For specifying that program's filtration equipment, HDR Engineering conducted a rigorous review of available technologies, and found the preferred membrane filtration system to be based on submerged, reinforced hollow fibers. Because of the successful performance in the pilot testing program, HDR recommends continued use of the GE membrane filtration system for Phase 5C.1, and has provided the attached written justification for the City's consideration of sole-source procurement of GE's equipment. The justification includes several compelling reasons, including proven performance at Coeur d'Alene and other full-scale treatment plants, continued piloting and gathering of design criteria, use of specific staff training, expedience for obtaining vendor package design details for incorporating into HDR's Phase 5C.1 plans and specifications, and expedience for providing long-lead manufacture of equipment for earliest construction of Phase 5C.1. Idaho code allows sole source procurement when needed for compatibility of equipment and services, when needed for trial use or testing, when there is no functional equivalent, and when competitive solicitation is disadvantageous. The justification shows that these criteria are satisfied. Wastewater staff believes that use of the GE membrane equipment is appropriate, and that a method is proposed for assuring a fair price. Publishing of the City's intent to procure in this manner is required by Idaho code before contract award.

FINANCIAL ANALYSIS:

Planning level total cost estimate for Phase 5C.1	\$8,000,000
Proposed prepurchase of GE Membrane Equipment included in total above	1,600,000

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

DISCUSSION:

The EPA plans to issue a new discharge permit soon that will require significant wastewater treatment plant improvements. A compliance schedule is included that will require operation of the plant with the very latest of technologies for removal of ammonia and phosphorus to very low levels. HDR Engineering believes that GE membrane filtration has been demonstrated on a small scale to achieve the necessary treatment. Until completion of the future Phase 5C.2 liquid stream advanced treatment improvements in approximately 9 years, the treatment plant requires earlier measures to control ammonia to acceptable levels that are difficult to achieve now. Phase 5C.1 is planned as an early project to improve ammonia control and to cautiously meter-in tertiary filtration as a means to achieve the low phosphorus discharge requirements that are imminent. Continued use of the GE membrane filtration technology is recommended to provide the best-known treatment, and sole-source procurement is recommended to allow earliest improvements for ammonia control.

DECISION POINT/RECOMMENDATION:

The City Council is requested to declare that GE Water & Process Technologies, Inc. is the sole vendor of WWTP Phase 5C.1 tertiary membrane filtration equipment, and to authorize publishing a notice in the newspaper for the intent to procure from this sole-source manufacturer.

Attachment

des1467

February 22, 2012

Mr. Dave Shults
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

Subject: Advanced Water Reclamation Facility Phase 5C.1
 Tertiary Membrane Filtration System Procurement
 Sole Source Justification for GE ZeeWeed Ultrafiltration System

Dear Mr. Shults:

The purpose of this letter is to provide the City of Coeur d'Alene with technical information related to the procurement of a tertiary membrane filtration (TMF) operating system from GE Water & Process Technologies (GE) for the Advanced Water Reclamation Facility (AWRF) Phase 5C.1 Improvements in accordance requirements for political subdivisions of the state of Idaho.

Phase 5C.1 Initial TMF and Nitrification Improvements

New TMF facilities will be added incrementally to keep pace with decreasing ammonia nitrogen and phosphorus limits and new CBOD limit in the anticipated NPDES permit renewal. The near term phase of improvements targets approximately 1 mgd of tertiary membrane filtration of secondary effluent from the Trickling Filter/Solids Contact plant. This initial fraction of secondary effluent will be pumped from the existing secondary clarifiers to a new chemical mixing tank and through new membrane tanks. Permeate from the membrane filtration will be blended with the remaining secondary effluent, disinfected, and discharged to the river. Increased nitrification capacity is added through a combination of solids retention in the chemical mixing tank, expansion of solids contact volume, and seeding of nitrifying bacteria to the existing solids contact process with solids wasted from the membrane tank.

Procurement of the components of the TMF operating system requires careful coordination to allow for incorporation of manufacturer specific details in the final design and to account for the lengthy procurement process (equipment shipment is estimated at 26 to 35 weeks after order acceptance). Additionally, separate procurement from the general construction contract could benefit the City by elimination of general contractor overhead mark-up on the membrane equipment package.

Tertiary Membrane Filtration System Procurement

Consideration was given to several methods of procurement for the TMF operating system: inclusion in the general contractor construction contract; separate equipment procurement through competitive bid; and sole source procurement with negotiated terms and pricing. For several reasons, sole source procurement of the membrane operating system with negotiated terms and pricing has been selected by the City as the most appropriate approach for the membrane equipment package. Several important considerations support this decision including the unique nature of the pilot testing already conducted by the City to identify key design parameters, the need for a reinforced membrane product, and the lack of full scale operating experience at low effluent phosphorus levels for multiple membrane equipment suppliers.

Idaho Procurement Law

Procurement requirements for all political subdivisions of the state of Idaho are governed by Idaho Statute Title 67 - State Government and State Affairs, Chapter 28 Purchasing by Political Subdivisions. The full statute is available at <http://www.legislature.idaho.gov/idstat/Title67/T67CH28.htm>. The legislative intent of this statute for purchasing by a political subdivision includes:

- Efficient and cost-effective procurement of goods and services.
- Procurement by way of a publicly accountable process that respects the shared goals of economy and quality.
- Purchase from vendors with a significant Idaho economic presence.

The procurement procedures in Section 67-2806, Subsection (2) apply when an expenditure is considered for purchase of personal property in excess of \$50,000 and requires the purchase be made pursuant to an open competitive sealed bid process. Section 67-2808 applies to sole source expenditures if the governing board declares that there is only one vendor for the personal property to be acquired. Situations where only one source is reasonably available include, but are not limited to the following:

- Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration;
- Where a sole supplier's item is needed for trial use or testing;
- The purchase of property for which it is determined there is no functional equivalent;
- Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

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Notice of sole source procurement shall be published in the official newspaper of the political subdivision at least fourteen (14) calendar days prior to the award of the contract.

Descriptions of how the pilot tested membrane operating system is the only viable product per the Idaho Statutes are as follows:

Equipment Compatibility

The Low Phosphorus Demonstration Pilot Facility (Pilot) utilized GE ZeeWeed 500D membranes in the TMF operating system that were competitively bid in 2009. Two years of pilot data is specific to this membrane operating system and includes the following key design criteria:

- Membrane flux
- Trans-membrane pressure
- Permeability
- Operation experience, including avoiding effluent phosphorus spikes after relaxation and backwash modes
- Specialty testing, including:
 - Chemical cleaning procedures for optimized performance and membrane longevity
 - Membrane performance during cold weather flow (simulated)
 - Permeate quality due to excursions (simulated fiber breakage)

This data serves as the basis for the full-scale design in Phase 5C.1. Additionally, substantial operator training was provided on the GE membrane operating system for City staff during the Pilot start-up and commissioning process.

Testing

The City plans to implement the Phase 5C improvements in incremental steps that scale-up Pilot results to the full-scale TMF facility. This is necessary because the pilot study treatment process concepts that appear most advantageous for the City to apply to AWRF are also so new that they have not been applied to full-scale treatment facilities in the past.

Consequently, proving out pilot testing process concepts at a larger scale, but at less than full treatment capacity for the entire plant, is a prudent approach.

No Functional Equivalent

In addition to GE, two other manufacturers offer submerged reinforced hollow fiber membranes: Koch Membrane Systems and Mitsubishi Rayon.

Koch Membrane Systems recently changed their Puron membrane chemistry to polyvinylidene fluoride (PVDF) from polyether sulfone (PES), which is known to be fragile and have more breakage than PVDF membranes. There is one small scale installation in the United States utilizing the new membrane chemistry, but it has limited operation time. Without longer and larger successful full-scale installations of their product, membrane longevity has not yet been confirmed. Additionally, KMS has been unable to provide a list of installations where low effluent phosphorus limits were required.

Mitsubishi Rayon has limited installations within the United States with only one domestic (municipal) and two industrial installations utilizing their Sterapore microfiltration membrane shown on their website. Communications with the manufacturer have been limited due to limited US presence and information about their membrane system is still unknown. Additionally, due to the limited U.S. operating experience, maintenance and support services that are expected to be provided to Coeur d'Alene cannot be assessed.

GE appears to be the only viable supplier of submerged reinforced hollow fiber ultrafiltration membranes in the United States with full-scale municipal experience and the ability to meet the City's permit requirements.

Disadvantageous Competitive Solicitation

Changing to a different membrane operating system manufacturer for the full-scale facility would forfeit the pilot data and operator experience which resulted from the City's nearly \$4M investment in the pilot testing facility.

GE Project References

GE has over 300 wastewater membrane installations in North America, and over 20 wastewater membrane installations in the U.S. Pacific Northwest (WA, OR, and ID) representing almost 60 mgd of ultrafiltration capacity using the same membrane chemistry and ZeeWeed system as proposed for the City (except for the new LEAPmbr aeration technology). Presented in the following table are GE's Pacific Northwest installations with an average day capacity of 1 MGD or greater and with effluent total phosphorus limits below 0.07 mg/L.

Mr. Dave Shults
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Table 1. Reference wastewater membrane installations by GE in the Pacific Northwest

Facility	Location	Average Daily Flow (mgd)	Commissioned	Low TP Effluent
Ashland Wastewater Treatment Plant	Ashland, OR	2.5	5/2002	X
Basic American Foods	Blackfoot, ID	1.5	12/2002	
Karcher Creek Joint Treatment Plant	Port Orchard, WA	1.7	3/2006	
Carnation Wastewater Treatment Plant	King County, WA	1.0	7/2008	
North Lake Wastewater Treatment Plant	Donnelly, ID	1.0	2008	X
City of Spokane Riverside Reclamation Facility	Spokane, WA	0.3	Q1/2009	X
Coeur d'Alene Wastewater Treatment Plant	Coeur d'Alene, ID	0.05 (each system)	4/2010	X
Blaine Wastewater Treatment Plant	Blaine, WA	1.1	8/2010	
Tri-City Water Pollution Control Facility	Oregon City, OR	4.5	1/2011	
Brightwater Wastewater Treatment Plant	King County, WA	31.0	3/2011	
Lake Stevens Sewer District	Lake Stevens, WA	4.1	2011	
Spokane County Regional Water Reclamation Facility	Spokane, WA	8.0	11/2011	X

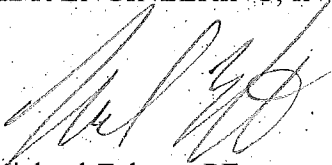
Mr. Dave Shults
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Implementation

Rather than prepare a technical specification of which only GE would be qualified to bid, the City would negotiate a scope of supply and price with GE. This will avoid the multiple iterations and negotiations that typically occur after bidding due to a sole, qualifying equipment manufacturer taking exception to either technical or commercial terms in the bidding documents. The negotiated scope of supply will include GE standard equipment and systems except where City preferences govern and corresponding pricing can be demonstrated to be fair. To demonstrate fairness, GE will provide pricing information from competitively bid projects of similar scope of supply and magnitude. By using GE standard equipment and systems where feasible, preliminary design information provided by GE can be incorporated earlier in the detailed design of the overall system, shortening the overall implementation schedule for improved ammonia nitrogen reduction and providing the first increment of low phosphorus treatment performance.

Please call if you have any questions (208-387-7089).

Very truly yours,
HDR ENGINEERING, INC.



Michael Zeltner, PE
Project Manager

Cc: Dave Clark, HDR Engineering, Inc.
David Keil, HDR Engineering, Inc.
Dan Harmon, HDR Engineering, Inc.
File: 00103.167168.06.04

MEMORANDUM

DATE: March 20, 2012

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the City Council meeting scheduled May 15, 2012, to hear public testimony regarding the Community Development Block Grant (CDBG) 2011 Plan Year Consolidate Annual Performance and Evaluation Report (CAPER).

Request received by: Municipal Services Kathy Lewis
 Department Name / Employee Name / Date
 Request made by: Courtney Bell 360-875-5552
 Name / Phone
PO Box 635 South Bend WA 98586
 Address

/ / Transfer of Lot(s) from _____ to _____

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

Accountant Signature

Supervisor's Init.

Date _____

Attorney Init.

Date _____

City Clerk's Signature

Date _____

Mo. / Day / Yr.

Cemetery Supervisor's Signature

Date

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

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 333.33
Rec No 296866
Date 03-13-12
Date to City Council: 03-20-12
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service

5/1/12


Check the ONE box that applies:

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

Business Name	SATAY BISTRO
Business Mailing Address	2501 N 4th St
City, State, Zip	COEUR D'ALENE ID 83814
Business Physical Address	2501 N 4th St
City, State, Zip	COEUR D'ALENE ID 83814
Business Contact	Business Telephone : 208-661-0800 Fax: _____
License Applicant	ROBERT H ELDER
If Corporation, partnership, LLC etc. List all members/officers	ROBERT H ELDER

**CITY COUNCIL
STAFF REPORT**

DATE: March 20, 2010
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Cherry Hill North , Final Plat Approval



DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Fraternal Order of Eagles, Inc.
209 E. Sherman Avenue
Coeur d'Alene, ID 83815
- b. Location: East side of 15th Street, north of Hazel Avenue.
- c. Previous Action: Preliminary approval by CdA Planning Commission, January 2012.

FINANCIAL ANALYSIS

Utility lateral extensions, and, street frontage improvements (attached) are required with this development, and, those will be installed at a later date. Funds for those improvements have been previously approved (Park & Rec Comm. 2/7/12, and, Council 2/21/12) and set aside for the construction of the facilities.

PERFORMANCE ANALYSIS

The construction of the sewer and water lateral extensions will take place as soon as asphalt is available for the repair of the portion of 15th Street that will be excavated for their installation, which is typically early to mid-April. The street frontage improvements will be delayed until the 15th Street reconstruction project commences (2013) in order to coordinate the correct placement with the newly reconstructed roadway.

DECISION POINT RECOMMENDATION

Approve the final plat document.

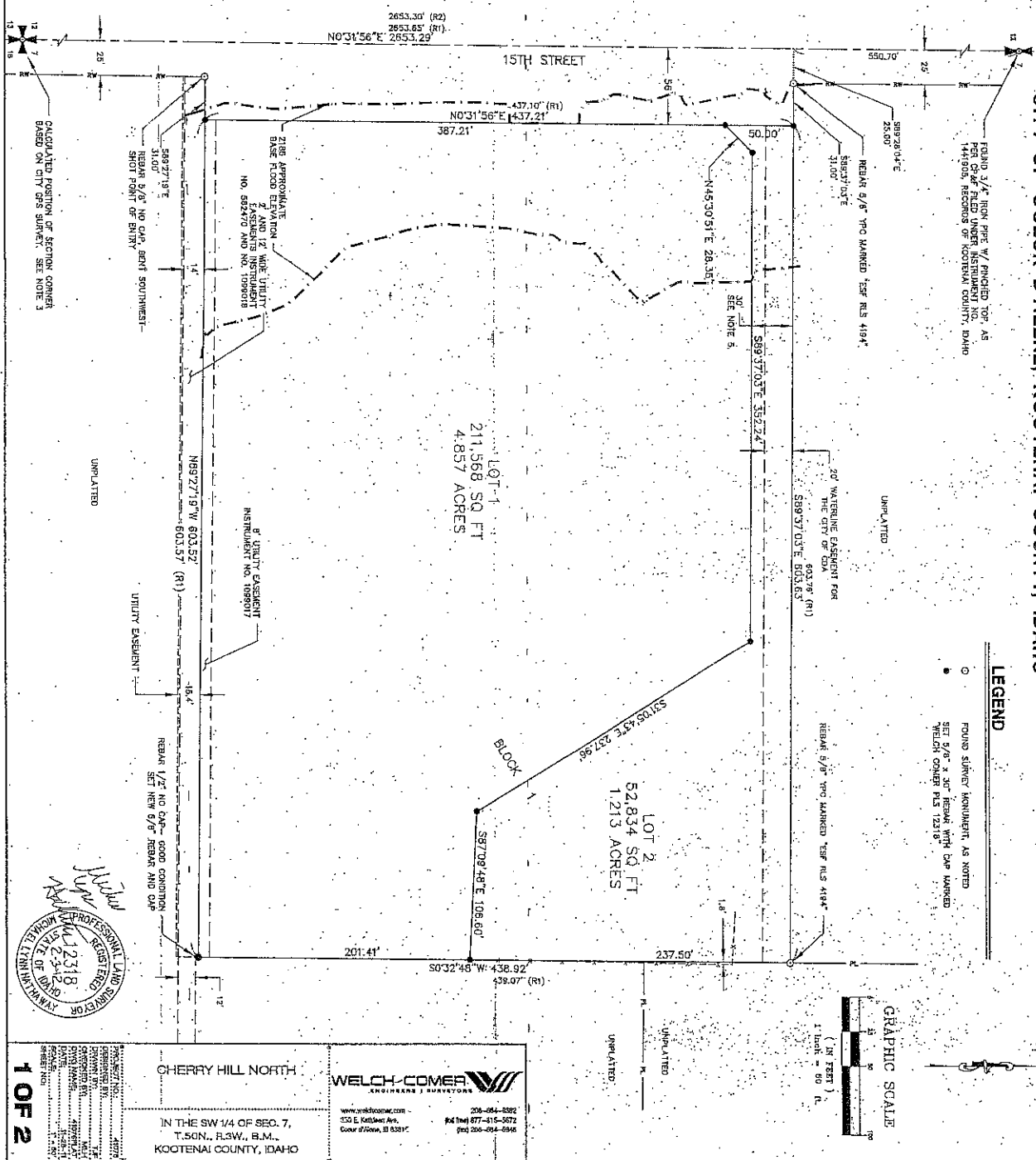
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



REFERENCES: ALL RECORDS OF KOOTENAI COUNTY, IDAHO

- R1) RECORD OF SURVEY BY JON KONACO, PLS #4194, FILED IN BOOK 6 OF SURVEYS, PAGE 61.
- R2) RECORD OF SURVEY BY JON KONACO, PLS #4194, FILED IN BOOK 20 OF SURVEYS, PAGE 69.
- R3) VESTING DEED, FILED UNDER INSTRUMENT NO. 1304235.
- R4) GRANT DEED FILED UNDER INSTRUMENT NO. 153905.

1. LOT 1 IS INTENDED TO BE USED FOR PUBLIC RECREATION.
2. LOT 2 IS INTENDED TO BE USED FOR PUBLIC RECREATION.
3. THE KINCARDINE AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED DURING RECENT CONSTRUCTION ACTIVITIES. CALCULATED POSITION IS BASED ON ADJACENT LOT CORNERS.
4. VARIOUS ELECTRICAL CABLES WERE RECORDED AS REINFORCEMENT NUMBERS 7049, 865172, 817074 AND 861600 EXIST ON A SUE. SAID ELEMENTS ARE NOT NECESSARILY DESIGNED AND AS THEY CANNOT BE SHOWN ON THE M.E.C. MAP.
5. WINDMILL DEED RECORDED IN BOOK 322, PAGE 583 REQUIRES A PERPETUAL EASEMENT CROSSING ROADWAY EASEMENT ALONG AN EXISTING ROADWAY. APPROXIMATE LOCATION FOR THIS EASEMENT IS THE EXISTING ROADWAY WHICH SERVES THE LOT NORTHEAST OF THE SUBJECT PROPERTY.



City of Coeur d'Alene
15th Street Improvements

ENGINEER's OPINION OF PRELIMINARY PROJECT COSTS

Prepared By: Phil Boyd, P.E.		Date: January 18, 2012			
Project Manager: Phil Boyd, P.E.		Date: January 18, 2012			
Item No.	Description	Unit	Quantity	Unit Price	Total
Roadway					
	3" Asphalt (24'x440')	Ton	200	\$85	\$17,000
	6" 3/4 Crushed	Ton	400	\$25	\$10,000
	Asphalt Removal	SY	700	\$4	\$2,800
	Curb and Gutter	LF	440	\$25	\$11,000
	Swale Prep, Topsoil & Hydroseed	SY	590	\$3	\$1,770
	Clear and Grub for Roadway Widening	SY	700	\$3	\$2,100
	Roadway Fill, Compaction, Grading	CY	200	\$20	\$4,000
Bike Path					
	Clear and Grub	SY	600	\$3	\$1,800
	2" Asphalt (12'x440')	Ton	70	\$100	\$7,000
	4" 3/4 Crushed	Ton	140	\$25	\$3,500
Lot 2					
	72" Dog House Manhole	EA	1	\$5,000	\$5,000
	4" Sewer Service Line, Including T&E	LF	60	\$25	\$1,500
	6" C900 DR 18 Waterline, Including T&E	LF	500	\$28	\$14,000
	Relocate existing Fire Hydrant	EA	1	\$2,000	\$2,000
	1-1/2" Domestic Service, w/ Meter Box	EA	1	\$2,000	\$2,000
	1" Irrigation Service w/ Meter Box, No Backflow	EA	1	\$1,500	\$1,500
Lot 1					
	4" Sewer Service Line w/ T&E from Existing MH	LF	60	\$25	\$1,500
	6" C900 DR 18 Waterline Including T&E	LF	30	\$28	\$840
	Fire Hydrant, 6" Valve, 6" Serve Line, Restrained	EA	1	\$4,500	\$4,500
	1-1/2" Domestic Service, w/ Meter Box	EA	1	\$2,000	\$2,000
	1" Irrigation Service w/ Meter Box, No Backflow	EA	1	\$1,500	\$1,500
				Subtotal =	\$97,310
				10% Contingency =	\$10,000
				Total Estimated Construction =	\$107,310
ENGINEERING					
	Design Phase, Construction Documents, Permitting				\$12,000
	Construction Phase Services				\$7,500
	Construction Staking				\$1,500
ESTIMATED TOTAL PROJECT COST					\$128,310

DATE: MARCH 14, 2012

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: APRIL 17, 2012

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-1-12	Proposed annexation from County Agricultural 1 to City R-17 Applicant: Eric Olson/Ruen – Yeager & Associates Location: 1000 W. Garden	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **APRIL 17, 2012.**

**CITY COUNCIL
STAFF REPORT**

DATE: March 20, 2012
FROM: Terry W. Pickel, Assistant Superintendent, Water Department
SUBJECT: **Approval of budgeted vehicle purchases.**

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DECISION POINT:

Staff is requesting Council approval to purchase a 2012 Dodge 1500 pickup from Dave Smith Motors and a Ford F350 cab/chassis from Lake City Ford.

HISTORY:

The Water Dept. routinely budgets annually for rolling stock replacement. For fiscal year 2012 we are planning to replace a 1999 Ford F150 pickup and a 1995 GMC flatbed. Typical replacement of Water Department vehicles occur when they near or exceed 100,000 miles and/or 10 years of service, dependent on severity of use. These two vehicles now meet or exceed one or both of those criteria. Staff utilized the Idaho State Vehicle Bid to establish a base vehicle specification. Staff also solicited quotes from local Chevrolet, Dodge, Ford and GMC vendors. When a local vendor can match the lowest State Bid price, we purchase locally.

FINANCIAL ANALYSIS:

The Water Dept. currently has an approved line item in the budget for fiscal year 2011-2012 for purchase of replacement rolling stock. The current capital line item 026-021-4347-7513 is \$60,000.00. The lowest pickup quote is for a 1500 series truck, with all applicable fees included, at \$19,550.36 from Dave Smith Motors. Lake City Ford quoted an equivalent F150 for \$20,445.00. Knudtsen Chevrolet quoted an equivalent 1500 series for \$22,500.00. Lake City Ford quoted an F350 cab/chassis for \$22,408.00. Mountain Home Auto Ranch (State Bidder for area A) quoted an equivalent Dodge 3500 series, with all applicable fees included, for \$22,409.66. Knudtsen Chevrolet quoted an equivalent 3500 series for \$23,900.00. The local Chrysler and GMC vendors declined to quote on both vehicles stating they could not meet State Bid prices.

PERFORMANCE ANALYSIS:

Utilizing the State Bid to establish purchasing criteria offers several advantages for the City. Specifically, the State Bid has already performed all of the administrative work required to bid, evaluate and award contracts to Chevrolet, Chrysler/Dodge, Ford and GMC vendors statewide. The contracts ensure that all vehicles bid are of similar types and duty range and any desired option is equally accounted for. This saves at least 10 to 15 hours in staff time and offers the most cost effective and quality vehicles to the City. The City can use these specs to solicit quotes from local vendors which gives them the chance to compete and keep City business as local as possible. For the previous 3 years, the local vendors have been able to compete as was the case this year as well.

QUALITY OF LIFE ANALYSIS:

As a continual practice to provide high quality services to our customers at an affordable utility rate, Water Department staff continually seeks the most effective cost reduction measures available while maintaining the highest level of performance. The Water Department rolling stock plays an integral role in timely response for customer service and system maintenance. Continual use of an aging fleet requires more frequent and costly maintenance and repairs thereby driving up operating costs and risking inconvenient break downs. By replacing the rolling stock prior to the need for major repairs, operating costs are reduced thus requiring less long term revenue adjustments. The lower initial purchase price also plays a key role in reducing overall operating costs. And the trucks being replaced are made available to other city departments for addition or replacement of their fleet.

DECISION POINT/RECOMMENDATION:

Staff requests authorization from City Council to purchase a 2012 Dodge 1500 pickup From Dave Smith Motors for \$19,550.39 and a Ford F350 cab/chassis from Lake City Ford for \$22,408.00.

ANNOUNCEMENTS

Memo to Council

DATE: March 8, 2012

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the March 20th Council Meeting:

KATHLEEN SAYLER

JEWETT HOUSE ADVISORY BOARD

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Jewett House Advisory Board Liaison

Memo to Council

DATE: March 15, 2012

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the March 20th Council Meeting:

JENNI GAERTNER

PEDESTRIAN & BICYCLE ADVISORY CMTE

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Monte McCully, Ped/Bike Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

March 12, 2012
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

CITIZENS PRESENT

Tom Hasslinger, CdA Press
Joe Sharnetsky, Item #1

STAFF PRESENT

Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Steve Anthony, Recreation Director
Doug Eastwood, Parks Director
Jon Ingalls, Deputy City Administrator
Juanita Knight, Senior Legal Assistant

Item 1. Beautification Project / Utility Boxes.
(Agenda Item)

Steve Anthony gave a brief overview of the Arts Commission Utility Box Beautification Pilot Project that they have been working on since January 2010. Mr. Anthony noted that the City's Engineering & Streets Director have reviewed and approve the proposed project. The Downtown Association has also endorsed the project.

Joe Sharnetsky gave the PowerPoint presentation explaining the project in detail. Mr. Sharnetsky said it was determined that vinyl wrapping would be used rather than painting. Six boxes have been designated to be enhanced using an artist's design to be printed on vinyl and wrapped around the box. The selection committee will recommend a variety of art designs and the Arts Commission will make the final determination of what pieces will be displayed. The digital wraps have a life expectancy of approximately 6 years. The Arts Commission would provide each artist with \$600,000 to design one mural for a large traffic / utility box, and \$800 for a large and small box. The funds will come out of the Arts Commission 074 LCDC account. The total amount budgeted is \$13,000.00. Mr. Sharnetsky said this type of project is being done all over the world, not just the United States. The one thing he learned from his research on the web is people note a decrease in graffiti once they began painting the electrical boxes as the boxes are no longer a blank canvas.

Councilman Adams asked for clarification of the decrease in graffiti asking if that was all over town or just the boxes. Mr. Sharnetsky stated just the boxes.

Councilman Kennedy asked if this goes well have they considered an adopt-a-program. Mr. Sharnetsky responded yes.

INFORMATION ONLY

Item 2. Contract Extension of Grant Administration / Panhandle Area Council.
(Consent Resolution No. 12-009)

Troy Tymesen is requesting approval of extension #2 to the Professional Service Agreement with Panhandle Area Council for grant administration services. Mr. Tymesen noted in his staff report that the City entered into a PSA on July 2009 with PAC. The contract term was two years with two (2) one-year options for renewal. The City is now completing its fourth year as a CDBG entitlement community. This year the City must complete a Consolidate Plan, which will outline the goals of the entitlement program for the next five years. Therefore, staff is recommending another one-year extension. Payment for services is budgeted within the CDBG administration account and shall be divided into quarterly payments of \$11,250, totaling \$45,000.

Councilman Kennedy noted that this year there has been discussion regarding tax credit projects and the City's support of those projects. This will come up this year when they redo the next 5 year Consolidated Plan. Councilman Kennedy feels it is important that they be sure that they have partners that have the history and experience with this process because the City may decide to do exactly what they did the last five years or make changes after citizen input. Mr. Tymesen said he could not agree more. The consultative nature that PAC assists us with by knowing the details of the federal grant program are essential.

Councilman Adams asked is there another agencies that can do this or does this go out for bid? Mr. Tymesen stated that 3 years ago this was taken out for request for proposals with a couple of applicants responding. The criteria the City was looking for and the expertise needed for federal grants was met by PAC.

Councilman Edinger said the City has worked with PAC for a number of years and they have always worked very well with the City.

Mr. Tymesen said the request today is for a one year extension and then it will be taken out for Request for Proposal in the next calendar year.

MOTION: by Councilman Edinger, seconded by Councilman Kennedy with Councilman Adams voting no that Council adopt Resolution No. 12-009 approving extension #2 to the Professional Services Agreement with Panhandle Area Council for Grant Administration Services.

DISCUSSION: Councilman Adams said that when Renata McLeod presented the plan for the CDBG funding at a prior Council meeting, Councilman Gookin had expressed differences for receiving federal funds and he agrees with what Councilman Gookin said. Although Councilman Adams agreed to approve the plan because the City had already received the funds, he is philosophically opposed with moving forward with this plan.

Councilman Kennedy said that if the federal tax dollars are not used by the us, they will be used by another entity. The City has been able to do some great things in the community with these tax dollars.

Councilman Adams feels that it is subjective as to who is receiving the funds. Councilman Adams said he knows they've done good things but is it fair to the others, who don't get the money, who have similar issues but are on the threshold of qualifying. He believes as a governmental entity the City should be rallying the community to be neighbors-helping-neighbors as opposed to using federal money.

Councilman Edinger said the City has left this open for anyone to apply. Mr. Tymesen stated it is an income qualification for applicants and is open to anyone in the City of Coeur d'Alene.

Councilman Kennedy noted that this issue does need to be looked at when they review the next 5 year plan.

**Item 3. Grant Agreement / Citylink Partnership.
(Consent Resolution No. 12-009)**

Troy Tymesen is requesting Council approve the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System. Mr. Tymesen noted in his staff report that the 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens as an urbanized area within Kootenai County. The transit service in the urbanized area of the County is a cooperative effort between the cities, the County, the Coeur d'Alene Tribe, Kootenai Medical Center (Kootenai Health), and the Kootenai Metropolitan Planning organization (KMPO). The 2010 population of Kootenai County based on the US Census data was 138,494. Approximately 76,835

residents are within the Kootenai county urban transit service area. The City is being asked to fund \$43,983.00, the same amount as last year. The proposed expenditure is included in the current financial plan, under the Engineering Department. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. The total budget for the fiscal year is \$1,732,536.00 and the portion funded by the FTA is \$1,060,261.00 (61%). Funding includes operations, maintenance, vehicle procurements, and administration of the system. The funding of the requested \$43,983.00 is just 3.0% of the total public transportation budget. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds. The CityLink fixed route service provides 3 routes within the urbanized area and facilitated 575,731 passenger trips from December 2010 to November 2011. Ridership has increased 25% between 2009 and 2011. In that same time frame, approximately 769,007 miles were driven and 33,410 hours of service were supplied. Cost of this service is approximately \$1.2 million per year. In January 2012 CityLink reported 51,446 riders, their second highest ridership month since service started. The tribe also operates a rural service making transit service possible from Tensed to Hayden or to the Stateline area. Kootenai Medical Center (Kootenai Health) provides paratransit service for medical trips providing approximately 17,899 trips. Cost of the service is approximately \$293,390. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door to door service for qualified disabled individuals. Since service start-up in August 2011, CityLink Paratransit has provided in excess of 3,480 passenger trips for a cost of \$124,000.

Councilman Edinger noted a recent article in the Coeur d'Alene Press regarding changes to CityLink and asked Mr. Tymesen to comment. Mr. Tymesen said that what they are being told by those overseeing CityLink that there is going to be a public meeting on March 21st at the Kootenai County administration building from 4:00 to 6:00 p.m. as they propose changes to the route system. Currently they run 7 days a week from 5:40 a.m. until 1:00 a.m. There will be some trimming that will be looked at to make the cash flow. A partner is lessening funds going to CityLink. They are proposing a shorter day, less stops, and some lessening benefits to riders.

Councilman Edinger commented that he believes CityLink is very beneficial and worth the money.

Councilman Kennedy noted that charging a small fee for ridership had been discussed. Mr. Tymesen noted that he has made that suggestion to be looked at for additional cash flow.

MOTION: by Councilman Edinger, seconded by Councilman Kennedy, with Councilman Adams voting no that Council adopt Resolution No. 12-009 authorizing an agreement and funding with Kootenai County for the City's portion of the public transportation within the urbanized area of Kootenai County.

DISCUSSION: Councilman Adams said his political convictions prohibit him from being a proponent of public transportation, as a whole. He believes if this type of transportation was an economic viable enterprise then someone would take it up as a business, charge a fee, and it would be a productive economic enterprise for the area.

Councilman Edinger said some years back a private individual did try to do something like this. It was not feasible for them. A fee was charged. When CityLink was organized, the tribe was big sponsor and very supportive and put a lot of money in CityLink. He's heard the public has accepted it very well and appreciates the service. Other avenues will be looked at to support the project.

Councilman Kennedy said he has heard from citizens that the transportation system is most helpful to those with disabilities as well as seniors. For less than Forty-Four thousand dollars which works out to be less than a dollar per year per person to have a fully paid public transportation system; he believes there is no better deal than that in the universe.

Item 4. Purchase and Sale Agreement and Parking Agreement.
(Agenda)

Mike Gridley noted that Council previously approved the purchase of the Eagles' property at their February 21, 2012 meeting. What is presented today is the actual agreements that reflect the deal struck between the parties. Council approved the purchase price of \$444,000. The first yearly payment will be due in July. The City agreed to do \$128,310 of improvements that will need to be done to the property including a bike path, curb & gutter, etc. and relocating some utilities. The parking agreement is similar to agreements approved in the past such as the soccer field on Kathleen Avenue with the bank and East Tubbs Hill with Lakeshore Realty. Mr. Gridley said that he'd heard that a figure of \$300,000 for the proposed parking lot was published in the Eagles newsletter. This figure is very inaccurate since the last lot the City did was at the Landings and it was more like \$1,000 per stall. To do the 60 stalls required by the parking agreement it would be estimated around \$60,000 which does not take into consideration if the City buys the materials and does the work. If the Council approves the agreements on Tuesday, staff will likely be able to close on the property by the end of next week.

Councilman Edinger questioned if this is not approved by this committee, will this item still go to council for approval. Mr. Gridley said yes, with a 'no recommendation' from the committee.

MOTION: by Councilman Kennedy to approve the Purchase and Sale Agreement & the Easement and Parking Agreement for the purchase of the Eagles property on 15th Street with no second received.

MOTION DIED for lack of second. Forward to the full City Council with no recommendation from the General Services Committee.

The meeting adjourned at 12:45 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: *March 7, 2012*

FROM: *Mike Gridley – City Attorney*

SUBJECT: *Eagles' Property Purchase and Sale Agreement and Easement and Parking Agreement*

DECISION POINT:

Council is requested to approve the Purchase and Sale Agreement and the Easement and Parking Agreement for the purchase of the Eagles' property on 15th Street.

HISTORY:

Council previously approved the purchase of the Eagles' property for \$440,000. These are the actual agreements that reflect the deal struck between the parties. The PSA reflects the purchase price, payment terms and provisions to accommodate the Eagles' retained parcel. The Easement and Parking Agreement reflects the deal for the City to provide up to 60 parking spaces in the park when the park is developed for the Eagles to use.

FINANCIAL ANALYSIS:

The purchase price of the property is \$440,000 along with improvements in the amount of \$128,310 that will be done when the property develops. In addition, 60 parking spaces will be built when the City develops the property.

PERFORMANCE ANALYSIS:

Approval of these agreements will allow the City to close on the purchase of the Eagles' property.

DECISION POINT/RECOMMENDATION:

Approve the Purchase and Sale Agreement and the Easement and Parking Agreement for the purchase of the Eagles property on 15th Street.

RESOLUTION NO. 12-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A REAL ESTATE PURCHASE AND SALE AGREEMENT & AN EASEMENT AND PARKING AGREEMENT WITH THE COEUR D'ALENE AERIE NO. 486 FRATERNAL ORDER OF THE EAGLES, INC., ITS PRINCIPAL PLACE OF BUSINESS AT 209 E SHERMAN AVENUE, COEUR D' ALENE, IDAHO 83814.

WHEREAS, the City Attorney has recommended that the City of Coeur d'Alene purchase Real Property on 15th Street, Coeur d'Alene, Idaho; and

WHEREAS, said purchase is memorialized in the Real Estate Purchase and Sale Agreement attached hereto as Exhibit "1" and by reference incorporated herein; and

WHEREAS, the City Attorney furthermore recommended that the City of Coeur d'Alene enter into an Easement and Parking Agreement attached hereto as Exhibit "2" and by reference incorporated herein; and

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the purchase of real property in Coeur d'Alene, Idaho as described in the documents attached as Exhibit "1" and the Easement and Parking Agreement attached as Exhibit "2" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements so long as the substantive provisions of the agreements remain intact.

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

DATED this 20th day of March, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCILMEMBER GOOKIN Voted _____

COUNCILMEMBER EDINGER Voted _____

COUNCILMEMBER MCEVERS Voted _____

COUNCILMEMBER ADAMS Voted _____

COUNCILMEMBER KENNEDY Voted _____

COUNCILMEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is dated effective as of March 20, 2012 ("**Effective Date**"), by and between Coeur d'Alene Aerie No. 486, Fraternal Order of Eagles, Inc. ("**Seller**"), and the City of Coeur d'Alene, Idaho ("**Buyer**").

1. Purchase and Sale.

(a) Seller agrees to sell and Buyer agrees to purchase real property located in the County of Kootenai, State of Idaho, comprised of 4.857 acres in a portion of the Southwest Quarter of Section 7, Township 50 North, Range 3 West, Boise Meridian, the ("**Real Property or Lot 1**"), more particularly described as follows:

See Exhibit A, attached hereto and incorporated herein containing the legal description and map.

Including any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights anyway appertaining to the property herein described.

2. Purchase Price.

(a) **Purchase Price.** The total purchase price of the Real Property is Four Hundred Forty Thousand Dollars (\$440,000.00) ("**Purchase Price**"). The Purchase Price shall be payable as follows:

At closing Buyer shall pay to Seller One Hundred Eighty Thousand Dollars (\$180,000.00). The balance of purchase price, Two Hundred Sixty Thousand Dollars (\$260,000.00), shall be paid by Buyer to Seller in five annual payments of Fifty-Two Thousand Dollars (\$52,000.00). The annual payments shall be made by July 6 of each year, beginning with the first payment on July 6, 2012. Buyer agrees to appropriate the full purchase price in 2012 and hold it in a designated, restricted account until the purchase price is paid in full.

(b) **Agreement Default.** If Buyer breaches this contract by failing to make the annual payments as provided in paragraph 2(a), Seller may declare the contract in default, accelerate the balance owed and immediately sue to collect the full amount owed by Buyer.

3. Buyer's Conditions. All conditions set forth in this Section 3 shall be conclusively deemed satisfied or waived by Buyer at closing, or as otherwise set forth below, unless the Agreement is terminated as set forth below:

(a) **Condition of Title.** Title to the Real Property shall be conveyed by Warranty Deed in the form attached hereto as Exhibit B ("**Deed**") and shall be free and clear of all liens, easements or encumbrances caused or suffered by Seller or anyone claiming by or through Seller except (i) the lien of taxes not yet due and payable and (ii) those liens, encumbrances, easements, assessments, restrictions, and tenancies of record or that are reasonably obvious from a physical inspection of the Real Property.

(b) **Commitment for Title Insurance.** Buyer approves the Commitment for Title Insurance ("**Commitment**") issued by North Idaho Title ("**Title Company**"), covering the Real Property. Prior to closing, Seller shall deliver to Buyer a commitment for a standard owner's policy of title insurance ("**Title Commitment**"). Upon receipt, Buyer has five (5) days or until closing, whichever occurs first, to review and object, in writing with notice to Seller, to an exception on the Title Commitment. If Seller is unwilling or unable to remove the exception to which Buyer objects by closing, Buyer shall have the right to terminate this Agreement, and each party thereafter shall be released and discharged from any further obligation under this Agreement. At closing, the Seller shall purchase and provide the Buyer with a standard coverage owner's policy of title insurance from the Title Company ("**Title Policy**") in the full amount of the Purchase Price insuring that fee simple title is vested in the Buyer subject only to the exceptions shown on the Title Commitment approved by the Buyer.

4. Closing.

(a) Closing shall occur on March 23, 2012, or as the parties otherwise agree ("**Closing Date**").

(b) On or before the Closing Date, Seller shall deposit with Closing Agent a duly executed and acknowledged Deed conveying Real Property to Buyer.

(c) On or before the Closing Date, Buyer shall deposit with Closing Agent the following initial payment of One Hundred Eighty Thousand Dollars (\$180,000.00).

5. Seller's Representations and Warranties. Seller represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, to Seller's actual knowledge, the following:

(a) **Seller's Authority.** Seller has full power and authority to execute this Agreement and to perform Seller's obligations hereunder.

(b) **Non-foreign Status.** Seller is not a "**foreign person**" for purposes of Section 1445 of the Internal Revenue Code. Prior to the Closing Date, Seller shall execute and deliver to the Closing Agent an affidavit in order to meet the Foreign Investment in Real Property Tax Act ("**FIRPTA**") requirements of I.R.C. § 1445.

(c) **Hazardous Materials; Indemnity.** Seller has no knowledge of any "Hazardous Materials" (as hereinafter defined), having been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Real Property by any person or entity whatsoever during the period of Seller's ownership in violation of any Environmental Laws. Furthermore, (1) no notice of violation of any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Real Property during the period of Seller's ownership and (2) no notice of noncompliance with any Permit relating to the development or use of the Real Property during the period of Seller's ownership has been issued.

(d) **Judicial Proceedings; Condemnation.** There are no pending actions or judicial proceedings of any type which have been instituted or which are pending or threatened

against the Property and Seller has no actual knowledge of any facts or circumstances which could give rise to such action or judicial proceedings. Seller has received no written notice of any existing, pending or threatened investigation or inquiry by any governmental authority with respect to any remedial obligations pertaining to the Property under any applicable federal, state or local laws, regulations or ordinances pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Resource Conservation and Recovery Act of 1976. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Real Property, or the performance by Seller of any of Seller's obligations set forth in this Agreement.

(e) **No Violation of Law.** Neither the Real Property nor the sale of the Real Property violates any applicable statute, ordinance or regulation, nor any order of any court or any governmental authority or agency, pertaining to the Real Property or the use occupancy or condition thereof.

(f) **Title.** Seller has good and marketable title to the Real Property free and clear of any defects or encumbrances done, made or suffered by Seller except the lien of taxes and regular assessments, not yet due and payable, for the year of Closing and the Permitted Exceptions.

(g) **Actual Knowledge.** For purposes of this Section 5, Seller's actual knowledge means the actual knowledge of Seller on the Effective Date and the actual knowledge of Seller on the Closing Date.

(h) **Indemnification.** Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liabilities, claims, suits, judgments, damages, expenses, losses, diminution in value, fees, penalties, fines and costs (including, but not limited to, reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings, and causes of action of any kind whatsoever, arising out of or in any way connected with Seller's breach of the representations and warranties set forth in this Section 5. If, prior to Closing, Buyer discovers or is informed by Seller of facts at variance with a Seller's representation or warranty under this Section 5, Buyer shall be entitled to terminate this Agreement, or to proceed to Closing. If Buyer proceeds to Closing, Buyer shall be deemed to have waived any right to assert such facts as the basis for an allegation of breach of such Seller representation or warranty.

6. Costs. Buyer and Seller shall equally share all escrow fees and recording fees. Seller shall pay the premium for the Title Policy. Taxes, assessments, and other items capable of proration shall be prorated as of the Closing Date. For the purposes of prorations, Buyer shall be deemed to have owned the Real Property for the entire Closing Date.

7. Broker. Buyer and Seller each represent and warrant that it has neither employed nor associated with any broker or agent in connection with this transaction. Buyer and Seller each hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefore by any broker in connection with this transaction claiming through the indemnifying party.

8. Additional Terms

8.1 All items listed in the short plat approval letter from the City to the Eagles dated January 11, 2012 for the short plat of Cherry Hill North (attached as Exhibit C) will be the responsibility of the City at its own cost and expense.

8.2 Subject to future amendments of ordinance or statute, the Eagles and their successors shall have the right to continue their current use of all the subject property (both Lot 1 and retained parcel Lot 2), including but not limited to parking on the same, until the City actually commences development of the property they are purchasing.

8.3 The City shall grant the Eagles and their successors additional access to their retained parcel (Lot 2) over the City's existing driveway to the south of the subject property to assure the Eagles' ability to get to their property from the south.

8.4 Subject to future amendments of ordinance or statute, the Eagles shall continue to have the right to use the arena or park area as in the past, including serving of alcohol, until such use is voluntarily terminated by the Eagles. The parties agree and acknowledge that the current use of the retained parcel (Lot 2) by the Eagles is an allowable use not in violation of any ordinance or statute.

8.5 The parties acknowledge that as part consideration for the sale of Lot 1 to the City by the Eagles, the City recognized that the Eagles or successor users of the retained parcel (Lot 2) need parking to fully utilize said retained parcel for their current or future use. The City, at its cost, including paving, shall develop no less than 60 parking spaces, including handicapped parking spaces, which can be used by the Eagles. The City agrees to build the 60 parking spaces when it develops Lot 1. The parking spaces shall comply with MC 17.44.250 and shall be adjacent to and to the south and east of the retained parcel (Lot 2). At closing, the parties shall execute a parking agreement pursuant to MC 17.44.190 that reserves said parking spaces to be developed by the City for use by the Eagles.

8.6 Subject to future amendments of ordinance or statute, in the event the Eagles or their successors build a facility similar to their lodge in Coeur d'Alene, Idaho on the retained parcel (Lot 2) (not to exceed 12,000 square feet), the City agrees that the parking spaces provided for in the parking agreement between the parties is sufficient for a building of such size and use.

8.7 All utilities for the retained property shall be installed at the cost of the City and be of such size and quality to allow for a building not to exceed 12,000 square feet to be serviced using such utilities, including fire protection for the same. Said utilities shall be installed within 36 months of closing or at such later date as agreed to by the parties. In the interim, all utilities now located on the property and serving Lot 2 shall be maintained by the Eagles and shall serve the parcel as in the past. The utilities shall include a 4" sewer line, 6" water line, relocation of the fire hydrant, a 1 1/2" domestic service with meter box and 1" irrigation service with meter box.

8.8 The sale of this property is subject to receiving final approval from the Eagles Grand Aerie.

9. Miscellaneous.

(a) **Attorneys' Fees.** In the event any party is required to initiate or defend litigation to enforce the terms of this Agreement or the conveyance of Real Property, the prevailing party in such litigation shall be entitled to costs and reasonable attorneys' fees incurred in connection with such litigation, including such costs and attorneys' fees on any appeal.

(b) **Notices.** Notices shall be given in writing and may be sent by personal service, mail or other established express delivery service at the following addresses:

SELLER: Coeur d'Alene Aerie No. 486 Fraternal Order of
Eagles, Inc.
209 E. Sherman Avenue
Coeur d'Alene, ID 83814
Attn: _____

BUYER: City of Coeur d'Alene, Idaho
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
Attn: City Clerk

(c) **Counterparts.** This Agreement may be executed in counterpart, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature pages may be detached from individual counterparts and attached to a single or multiple original in order to form a single or original copy of this document.

(d) **Survival.** The entire Agreement shall survive closing.

(e) **Successors.** This Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(f) **Headings.** Section headings are for convenience only and shall not be deemed to not define, limit or construe the contents of any terms, consents or conditions in this Agreement.

(g) **Entire Agreement.** This Agreement, together with the exhibits attached hereto, contains the entire Agreement between the parties hereto and supersedes all prior understandings and Agreements, oral or written, with respect to the subject matter hereof.

(h) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

(i) **Joint and Several Obligations.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

(j) A memorandum of this Agreement shall be recorded in the records of Kootenai County, Idaho reflecting the existence of this Agreement and the City's responsibility for payments and other obligations contained herein.

EXECUTED as of the date first set forth above.

SELLER:

**Coeur d'Alene Aerie No. 486, Fraternal
Order of Eagles, Inc.**

By: _____
Its: _____

BUYER:

City of Coeur d'Alene, Idaho

By: _____
Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



THE PROJECT IS BASED ON THE DIAMO STAGE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 1983/85, AND HAS BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES USING A CORNERED ADJUSTMENT CALCULATOR (C.A.F.) 1.000007700584. A CONVERGENCE ANGLE OF -94.9470° WAS CALCULATED AT THE NORTHWEST CORNER OF THE PROJECT. TO CONVERT TO GEODESIC BEARINGS, SUBTRACT THE CONVERGENCE ANGLE FROM ALL NORTHWEST AND SOUTHWEST BEARINGS. TO CONVERT TO TRUE BEARINGS, ADD THE CONVERGENCE ANGLE TO ALL NORTHEAST BEARINGS. THE CORNER ADJUSTMENT FACTOR MUST BE APPLIED TO GRID COORDINATES CORRESPONDING TO THE PROJECT DATUM.

- (11) RECORD OF SURVEY BY JON MONACO, PLS #4194, FILED IN BOOK 6 OF SURVEYS, PAGE 85.
- (12) RECORD OF SURVEY BY JON MONACO, PLS #4194, FILED IN BOOK 20 OF SURVEYS, PAGE 85.
- (13) VESTING DEED FILED UNDER INSTRUMENT NO. 1304235.
- (14) GRANT DEED FILED UNDER INSTRUMENT NO. 1539080.

1 LOT 1 IS INTENDED TO BE USED FOR PUBLIC RECREATION.
2 LOT 2 IS INTENDED TO BE USED FOR PRIVATE RECREATION.
3 THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED
4 BY A FIRE IN 1907. THE LOCATION OF THE MONUMENT IS BASED ON
5 CITY GPS SURVEY AND TIES TO THE WEST 1/4 CORNER.
6 VARIOUS ELECTRICAL FACSIMILES RECORDED AS INSTRUMENT NUMBER 7078A
7 SPECIFICALLY DESCRIBED AND AS A RESULT CANNOT BE SHOWN ON THE FACE OF
8 THIS PLAT. USED RECORDED IN BOOK 2902, PAGE 638 REFLECTS A PERPETUAL
9 INCREASED STRESS ROUTINE EVENING ALONG AN EXISTING ROUTINE ACROSS
10 GRANITE'S PROPERTY. SAID ROUTINE IS NOT SPECIFICALLY DESCRIBED. THE MOST
11 RECENTLY RECORDED INSTRUMENT NUMBER 7078B SPECIFICALLY DESCRIBES THE
12 LOT 1 MONUMENT AS THE SUBJECT PROPERTY.

● FOUND SURVEY MONUMENT, AS NOTED.

● SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH CORNER PLUS 12318".

UNPLATTED

LOT 2
52,834 SQ FT
1.213 ACRES

LOT 1
211.568 SQ FT.
4.857 ACRES

CHERRY HILL NORTH
IN THE SW 1/4 OF SEC. 7,
T. 50N., R. 3W., B. 11E.,
KOOTENAI COUNTY, IDAHO

EXHIBIT B

Form of Warranty Deed

Recording Requested By and

When Recorded Return to:

[Closing Agent]

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

This Warranty Deed is made this _____ day of _____, 2012, between Coeur d'Alene Aerie No. 486, Fraternal Order of Eagles, Inc. ("**Grantor**"), and the City of Coeur d'Alene, Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID 83814 ("**Grantee**"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and their heirs, successors and assigns forever, all the following described real estate situated in the County of Kootenai, State of Idaho:

See Exhibit A, attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein ("**Premises**").

To have and to hold, all and singular the above-described Premises together with the appurtenances unto Grantee and Grantee's successors and assigns forever.

And Grantor and Grantor's successors and assigns shall and will warrant and by the se presents forever defend the Pre mises in the quiet and peaceable p ossession of Grantee, Grantee's successors and assigns, against Grantor and Grantor's successors and assigns and against all and every person or persons whomsoever, lawfully claiming the same. The foregoing warranties and obligations to defend are limited to the extent Grantor has title insurance coverage or is entitled to claim coverage by any predecessor in interest of Grantor, if any, and to the extent such claims and expenses are covered by such title insurance. In no event shall Grantor incur any liability to Gr antee, or Grantee's su ccessors or assigns, for liabilities, costs or expenses not covered by title insurance, if any, or for amounts which exceed any such title insurance coverage, if any.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the day and year first above written.

GRANTOR:

**Coeur d'Alene Aerie No. 486, Fraternal
Order of Eagles, Inc.**

By:

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2012, before me, _____, a Notary Public in and for said state, _____ personally appeared _____, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 _____

My commission expires _____

ACCEPTED AND APPROVED by the **City of Coeur d'Alene, Grantee**, and hereunto subscribed by its Mayor and its official seal affixed by its City Clerk this ____ day of _____, 2012.

CITY

OF COEUR D'ALENE

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

[illegible]

On this _____ day of March, 2012, before me, _____,
a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to
be the Mayor and City Clerk, respectively, of the CITY OF COEUR D'ALENE, _____ an Idaho
municipal corporation, and the persons who executed the foregoing instrument and
acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho

Residing at _____

My commission expires _____



CITY OF COEUR D'ALENE
ENGINEERING DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2228 – FAX 208/769-2284

January 11, 2012

Cherilyn Rhoads
Fraternal Order of Eagles, Inc.
209 Sherman Avenue
Coeur d'Alene, ID 83814

RE: Cherry Hill North

Dear Ms. Rhoads:

At its regularly scheduled meeting on January 10, 2012, the City of Coeur d'Alene Planning Commission approved the Cherry Hill North short plat that you submitted. The approval is valid for a period of one (1) year from the date above, after which it will terminate unless a final plat has been filed or a request for an extension has been received in writing by the City Engineering Department six weeks prior to expiration. You will be allowed to apply for two extensions of six (6) months each, after which all approvals will lapse, your plat will become void and reapplication will need to occur. Please bear in mind that **you are responsible** for the tracking of the termination and extension dates, **the City will not notify you** of their approach or passage.

The approval was subject to the following conditions:

1. Install the required utility lateral services for sanitary sewer, domestic water, irrigation, and fire per the sizes noted in the staff report, prior to final plat approval. Engineered design drawings will be required to be submitted for approval prior to installation, and, for QLPE authorization. Due to the fact that the sanitary main line that will provide service to the lots is a sanitary interceptor, any design for the lateral connections, must be made at a manhole. This may require the installation of a new doghouse type manhole over the sanitary interceptor at the point of connection.
2. Install the required street improvements of concrete curb, sidewalk, asphalt pavement widening, and bike trail prior to final plat approval. Engineered design drawings will be required to be submitted for approval prior to installation.
3. A minimum of width of twenty four feet (24') will be required for any roadway accessing Lot 2 to provide sufficient width for two way travel.
4. Provide a twenty foot (20') easement dedicated to the City over the water main that is required for the fire service line to Lot 2.
5. Show the flood zone as it affects the subject property on the final plat drawing. Flood elevations, per FEMA, will be required to be shown on the final plat document.

The final plat will be forwarded to the City Council for approval upon the satisfaction of the attached conditions and completion of the plat document to the satisfaction of the Engineering Department. Completion of the plat document

ss112pca

EXHIBIT C

means that it will already have had approval by the City to be copied onto the reproducible mylar sheets, will have received approval by Bruce Anderson, PLS, Kootenai County Surveyor and will have all required signatures obtainable prior to the City Council action (owners, treasurer, health district). If you have any questions on this matter, please contact this office. Thank you.

Sincerely,

Christopher H. Bates
Engineering Project Manager

C: Engineering Dept. file # SS-1-12
 Mike Hathaway, PLS, Welch-Comer, Inc.
 Doug Eastwood, CdA Parks Director

TO: Planning Commission
FROM: Christopher H. Bates, Engineering Project Manager
DATE: January 10, 2012
SUBJECT: SS-1-12, Cherry Hill North

DECISION POINT

Approve or deny the applicant's request for a two (2) lot residential subdivision.

GENERAL INFORMATION

1. Applicant: Fraternal Order of Eagles, Inc.
209 Sherman Avenue
Coeur d'Alene, ID 83814
2. Request: Approval of a two (2) lot residential subdivision.
 - a. Lot 1 – 4.86 acres
 - b. Lot 2 – 1.21 acres
3. Location: East side of 15th Street, directly North of I-90.

PERFORMANCE ANALYSIS

1. Zoning: Existing zoning for the subject property is R-17 (Residential) which is intended as a medium/high residential area that permits a mix of housing types at a density not to exceed seventeen (17) units per gross acre. Minimum lot sizes are 5,500 s.f. for single family, 3,500 s.f. /duplex unit, and, 2,500 s.f./multifamily & cluster unit w/ 50' of frontage. The proposed use for the area is a public park which is allowed in the residential zone.
2. Land Use: Proposed Lot 1 is vacant, and, proposed Lot 2 has a gazebo type structure situated on it. A portion of Lot 1 is may be situated within the flood zone elevation (per FEMA), and, that determination will be require to be quantified and included on the final plat document for the subdivision. If it is determined that any portion is within the flood zone, restrictions to development per FEMA regulations will be required.
3. Infrastructure: Utilities, Streets, & Storm Water Facilities

Utilities: The subject property has access to sewer and water main lines in 15th Street along the westerly boundary:

SEWER

The point of connection for the sanitary sewer for both lots is the twenty four inch (24") main line in 15th Street. Per the Wastewater Department (WWTP), this is a sanitary interceptor line, and therefore, any connection to this line will be required to be made at a manhole.

Sewer service exists to the existing structure on proposed Lot 2, and is made at the existing manhole immediately adjacent to Lot 1. This service traverses proposed Lot 1 and will therefore need to be relocated into the Lot 2 proper prior

ss112pc

to final plat approval. Because Lot 1 is vacant and future development is speculative, a minimum size sewer lateral (4" min.) will be required to be installed prior to final plat approval. It may be possible for Lot 1 to utilize the existing service connection that currently exists after Lot 2 has disconnected from it, however, that determination can be made at the time of development of Lot 1. Because of the requirement for lateral service connection at a manhole on sanitary interceptor lines, a new manhole installation will be required at the point of connection for Lot 2.

WATER

As with the sewer, there are existing domestic water (1½"), and, irrigation water (1") services to Lot 2, that cross the proposed Lot 1. These utility laterals will need to be relocated off of Lot 1 and on to the newly created Lot 2 prior to final plat approval. There is an existing six inch (6") fire service that connects to a fire hydrant that is situated on Lot 1. This existing fire line may serve Lot 1, however, it may need to be relocated to provide proper service to the noted lot. To facilitate sufficient water and fire flows to Lot 2, it is recommended that an eight inch (8") water main extend along the Lot 2 boundary to the new fire hydrant (for Lot 2), and, that the domestic and irrigation services connect into that line. The placement of this 8" line will provide better water flows for the domestic and irrigation services due to the decrease in the service lateral length, and, positioning of the hydrant at the terminal point will provide more direct fire protection and can serve as the blow off assembly for what may be a "dead end" line. Installation of these services will be required prior to final plat approval of the development. A twenty foot (20') utility easement will be required to be placed over these facilities and need to be included on the final plat document.

Capitalization fees for the water service to the existing structures on Lot 2 have been previously paid for by the applicant, and these fees may be transferable, however, for that to occur, the existing services typically require abandonment. It will be the responsibility of the applicant and the purchaser of proposed Lot 1 to determine who will receive that credit, and, the City as to how it will be determined. Any utility services that are abandoned, will be required to be taken back to the main utility lines and "capped" per the established procedures of the individual department

Streets: 15th Street along the westerly boundary of the proposed subdivision is in need of reconstruction and will require the installation of frontage improvement for the entire length. These improvements installations will include but not be limited to, concrete curb & gutter, stormwater drainage swales, concrete sidewalk, pavement widening, and street luminaire installation. Engineered design plans will be required to be submitted prior to the commencement of any facilities installation.

Street Access: Access to Lot 1 will be determined at the time that a building permit, or, site development permit is submitted for the subject property. Access to Lot 2 is defined by the point of connection to 15th Street and must be a minimum of twenty four feet (24') in width to allow for two way traffic flow.

Fire: Installation of fire hydrants will be required for both of the proposed lots, and, the minimum line size for the hydrant laterals will be eight inch (8"). Suppression

facilities must meet the requirements of the City Fire Inspector and the City Water Department. Due to the required location of the hydrant for Lot 2, and the fact that it will not be within City right-of-way, a twenty foot (20') utility easement dedicated to the City will be required on the final plat document to insure the access and maintenance of the facility. These hydrant installations will be required prior to final plat approval.

Storm Water: Any development on the subject property will be required to adhere to all requirements of the City Stormwater Ordinance, and, the approved Best Management Practices (BMP's) that have been adopted by the City. Also, due to the size of the subject property (greater than one (1) acre), prior to the onset of development, a SWPPP (stormwater pollution prevention plan), and, NOI (notice of intent) will need to be filed with the EPA's Region 10 office.

Bike Trail: The City's bicycle master plan calls for the installation of a separated bike trail along the easterly side of 15th Street. The design and installation of this portion of the trail will be required to be a component of the street improvement plans for 15th Street along the length of the subject property.

Proposed Conditions:

1. Install the required utility lateral services for sanitary sewer, domestic water, irrigation, and fire per the sizes noted in the staff report, prior to final plat approval. Engineered design drawings will be required to be submitted for approval prior to installation, and, for QLPE authorization. Due to the fact that the sanitary main line that will provide service to the lots is a sanitary interceptor, any design for the lateral connections, must be made at a manhole. This may require the installation of a new doghouse type manhole over the sanitary interceptor at the point of connection.
2. Install the required street improvements of concrete curb, sidewalk, asphalt pavement widening, and bike trail prior to final plat approval. Engineered design drawings will be required to be submitted for approval prior to installation.
3. A minimum of width of twenty four feet (24') will be required for any roadway accessing Lot 2 to provide sufficient width for two way travel.
4. Provide a twenty foot (20') easement dedicated to the City over the water main that is required for the fire service line to Lot 2.
5. Show the flood zone as it affects the subject property on the final plat drawing. Flood elevations, per FEMA, will be required to be shown on the final plat document.

DECISION POINT RECOMMENDATION

Approve the proposed subdivision plat in its submitted configuration, with the attached conditions.

CHIEF IRVY HILL NORTH

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING

THE PROJECT WAS BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE AND TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN. COORDINATES TO PROJECT COORDINATES USING A CORRECTION FACTOR (C.F.) OF 0.00000000. THE CORRECTION FACTOR WAS CALCULATED AT THE CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN. THE CORRECTION FACTOR WAS CALCULATED AT THE CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN. THE CORRECTION FACTOR WAS CALCULATED AT THE CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN.

REFERENCES:

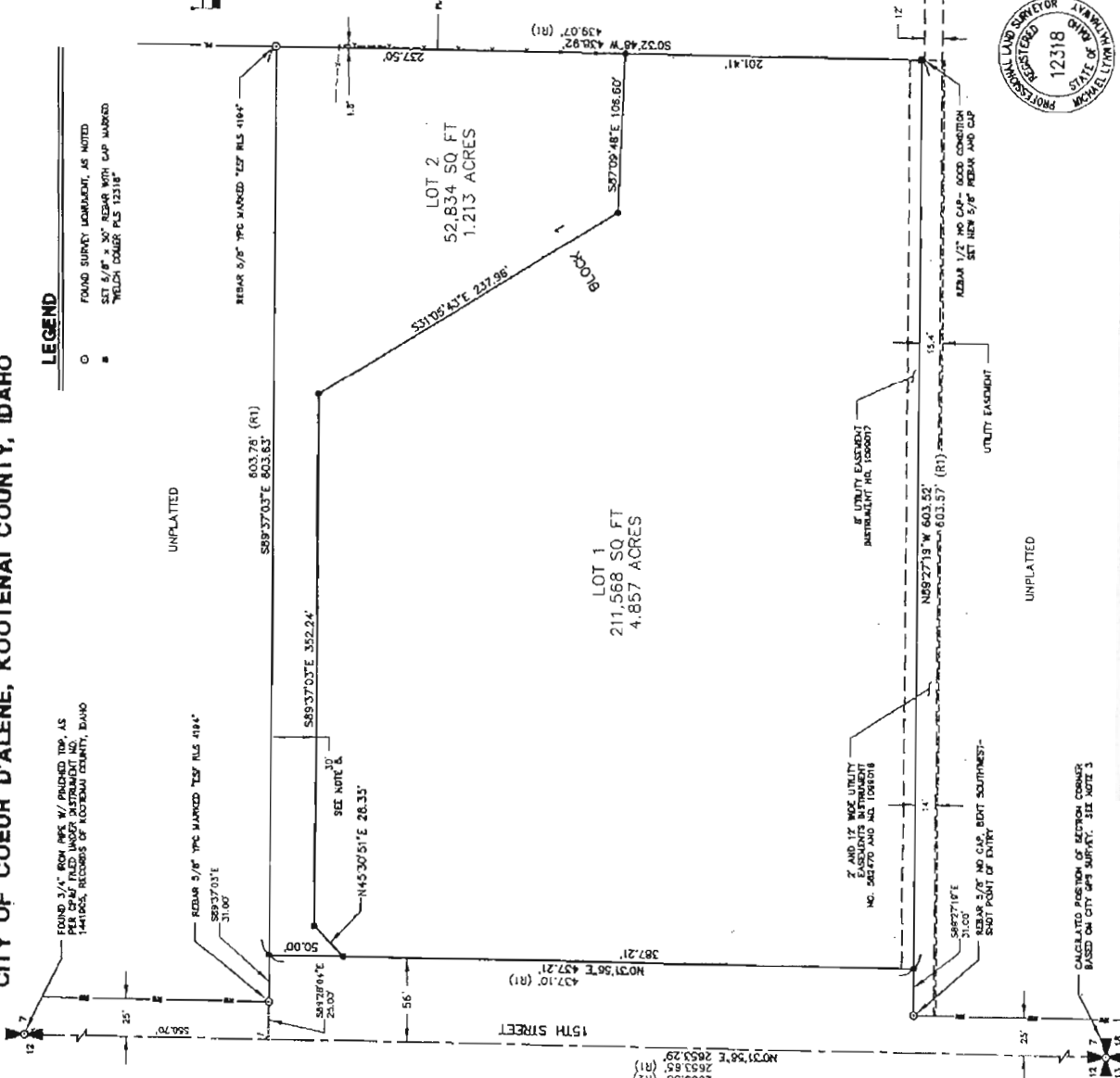
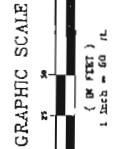
- R1) RECORD OF SURVEY BY JOHN HONAN, PLS #4194, FILED IN BOOK 6 OF SURVEYS, PAGE 88.
- R2) RECORD OF SURVEY BY JOHN HONAN, PLS #4194, FILED IN BOOK 20 OF SURVEYS, PAGE 88.
- R3) RECORD OF SURVEY BY JOHN HONAN, PLS #4194, FILED IN BOOK 20 OF SURVEYS, PAGE 88.
- R4) RECORD OF SURVEY BY JOHN HONAN, PLS #4194, FILED IN BOOK 20 OF SURVEYS, PAGE 88.

NOTES:

- 1. LOT 1 IS INTENDED TO BE USED FOR PUBLIC RECREATION.
- 2. LOT 2 IS INTENDED TO BE USED FOR PRIVATE RECREATION.
- 3. THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED.
- 4. THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED.
- 5. THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED.
- 6. THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED.
- 7. THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED.
- 8. THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED.
- 9. THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED.
- 10. THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED.

LEGEND

- FOUND SURVEY MONUMENT, AS NOTED
- SET 5/8" x 30" REBAR WITH CAP MARKED "WELCH COASTER PLS 12318"



CALCULATED POSITION OF SECTION CORNER BASED ON CITY MAP SURVEY. SEE NOTE 3

WELCH-COMER
SURVEYING & CONSULTING
100 E. MAIN ST., SUITE 200
COEUR D'ALENE, IDAHO 83814
PHONE (208) 765-1000
FAX (208) 765-1001
CELL (208) 765-1002
E-MAIL: JHONAN@WELCH-COMER.COM

CHERRY HILL NORTH
IN THE SW 1/4 OF SEC. 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, IDAHO

EASEMENT AND PARKING AGREEMENT

THIS AGREEMENT, made and dated this 20th day of March, 2012 by and between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho, with its principal place of business at 710 Mullan Avenue, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "City", and the Coeur d'Alene Aerie No. 486 Fraternal Order of Eagles, Inc., hereinafter referred to as the "Eagles".

W I T N E S S E T H:

WHEREAS, the City is in the process of acquiring Lot 1 from the Eagles located on 15th Street in Coeur d'Alene adjacent to Cherry Hill Park as depicted in Exhibit A attached hereto; and

WHEREAS, the Eagles will retain ownership of Lot 2 for its continued current use and possible future construction of a new lodge; and

WHEREAS, the parties are desirous of cooperating for the purpose of providing parking which will benefit both parties;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree as follows:

Section 1. Easement: The parties agree that the City will grant the Eagles additional access to Lot 2 over the City's existing driveway to the south of Lot 1 and Lot 2 to assure the Eagles' ability to get to their property from the south, as depicted in Exhibit B, attached.

Section 2. Right to Continue Current Usage: Subject to future amendments of ordinance or statute, the Eagles and their successors in interest shall have the right to continue their current usage of both Lot 1 and Lot 2, including but not limited to parking on the same until the City actually commences development of Lot 1.

Section 3. City to Pay for Paving: The parties acknowledge that as part consideration for the sale of Lot 1 to the City by the Eagles, the City recognized that the Eagles or successor users of the retained parcel (Lot 2) need parking to fully utilize said retained parcel for their current or future use. The City, at its cost, including paving, shall develop no less than 60 parking spaces, including handicapped parking spaces, which can be used by the Eagles. The City agrees to build the 60 parking spaces when it develops Lot 1. The parking spaces provided under this section for future uses on Lot 2 must meet the requirements of MC 17.44.250 and MC 17.44.190 and all other Municipal Code parking requirements and shall be adjacent to and to the south and east of Lot 2 for use by the Eagle. This Agreement shall be recorded as required by MC 17.44.190 to evidence the City's requirement to develop the 60 parking spaces and that said spaces can be used by the owners of Lot 2.

Section 4. Parking Space Requirements: Subject to future amendments of ordinance or statute, the parties acknowledge and agree that the current number of required parking spaces for a 12,000 square foot lodge use would be 60 parking spaces and that the 60 parking spaces to be constructed by the City referenced in this agreement are currently sufficient for a building of such size and use.

Section 5. Shared Use of the City's Parking Lot: The parties agree that during the term of this agreement the Eagles shall have an easement and the City does hereby grant to the Eagles an easement for the purpose of ingress and egress and parking on all City parking spaces within a 400 foot radius of the Eagles' Lot 2, which radius is more particularly depicted in Exhibit "C." The easement is non-exclusive and does not prohibit parking by the general public. Likewise, the Eagles may use all other parking at Cherry Hill Park on a non-exclusive basis.

Section 6. Term of Agreement: The term of this agreement and easements granted herein shall be perpetual unless otherwise agreed to by the parties.

Section 7. Covenants Run With Land: The covenants, conditions, and terms herein contained shall be binding upon and inure to the benefit of both parties herein, their assigns and successors in interest, and shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Coeur d'Alene Aerie No. 486 Fraternal Order of Eagles, Inc. has caused the same to be signed by its President, attested by its Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

COEUR D'ALENE AERIE NO. 486

Sandi Bloem, Mayor

By: _____
Its: President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

By: _____
Its: Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of March, 2012, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of March, 2012, before me, a Notary Public, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of the **Coeur d'Alene Aerie No. 486**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

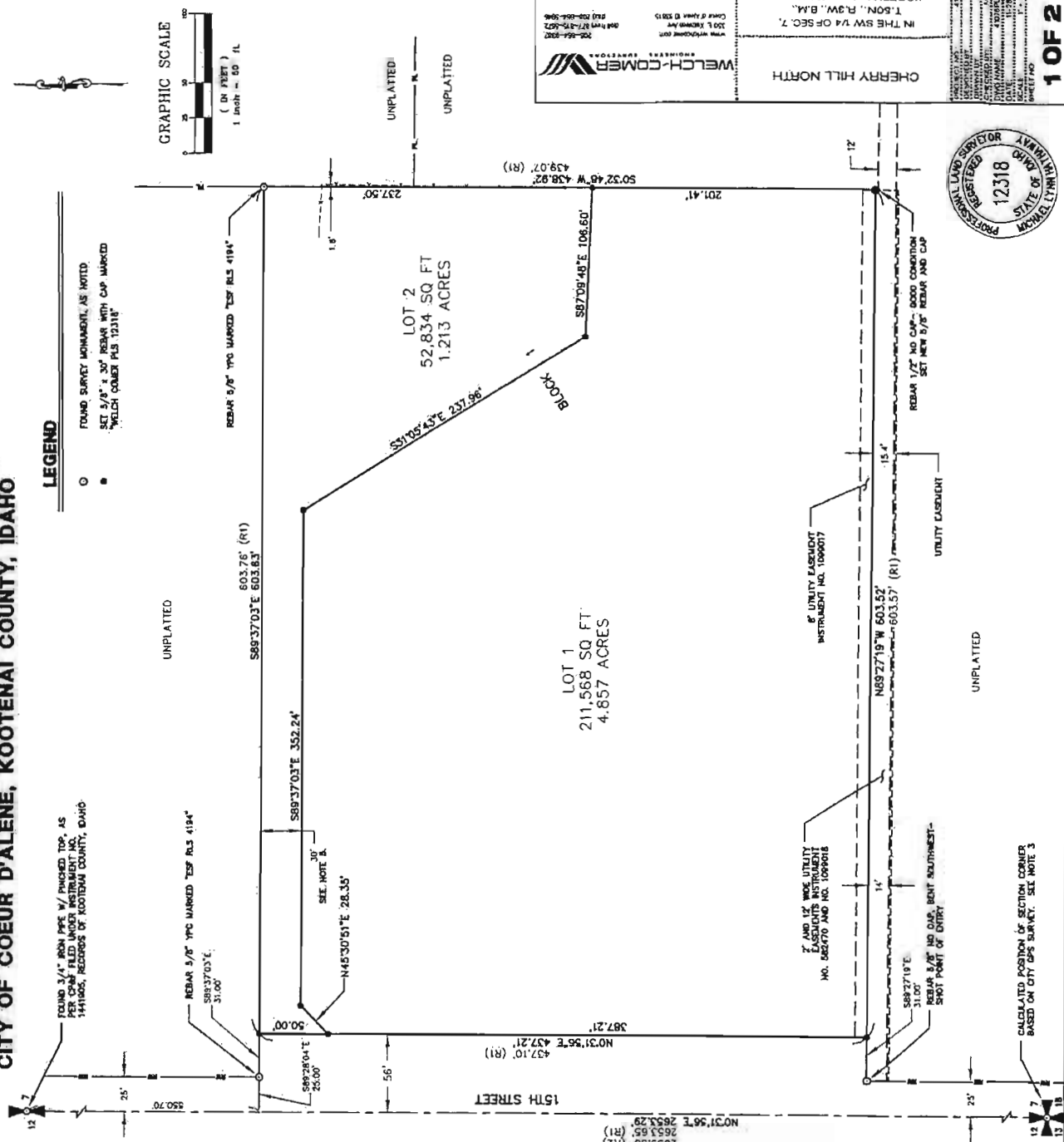
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

EXHIBIT A

THE PROJECT IS BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 1983/USGS, AND HAS BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES USING A COMBINED ADJUSTMENT. (C.A.T.) OF 1,000,000/70554, A CONVERGENCE ANGLE OF $-94^{\circ}40'$ WAS CALCULATED AT THE HARTWORTH CORNER OF PROPERTY. TO CONVERT TO GEOLOGIC BEARINGS, SUBTRACT THE CONVERGENCE ANGLE FROM ALL NORTHWEST AND SOUTHWEST BEARINGS. THE COMBINED ADJUSTMENT FACTOR MUST BE APPLIED TO GRID COORDINATES CONVERT TO PROJECT DATUM.

(71)	RECORD OF SURVEY BY JON MONACO, PLS #4194, FILED IN BOOK 6 OF SURVEYS, PAGE 85.
(72)	RECORD OF SURVEY BY JON MONACO, PLS #4194, FILED IN BOOK 20 OF SURVEYS, PAGE 85.
(73)	VESTING DEED FILED UNDER INSTRUMENT NO. 1304235.
(74)	GRANT DEED FILED UNDER INSTRUMENT NO. 1359090.

1. LOT 1 IS INTENDED TO BE USED FOR PRIVATE RECREATION.
2. LOT 2 IS INTENDED TO BE USED FOR PRIVATE RECREATION.
3. THE MONUMENT AT THE SOUTHWEST CORNER OF THE SECTION WAS DESTROYED
AND THE LOCATION OF THE CORNER WAS RECONSTRUCTED. THIS SECTION IS BASED ON
CITY GPS SURVEY AND TIES TO THE WEST 1/4 CORNER.
4. VARIOUS ELECTRICAL EQUIPMENTS RECORDED AS INSTRUMENT SHOWINGS 7018A,
SPECIFICALLY DESCRIBED AND AS A RESULT CANNOT BE SHOWN ON THE FACE OF
THIS PLAT.
5. THIS PLAT WAS RECORDED IN BOOK 292, PAGE 638 EXISTING A PERPETUAL
EGRESS/LESSOR ROAD EASEMENT ALONG AN OUTSIDE ROADWAY ACROSS
DONATIONS PROPERTY, SAID ROADWAY IS NOT SPECIFICALLY DESCRIBED, THE MOST
RECENT RECORDING OF THE ROADWAY IS INSTRUMENT 7018A, EXISTING ROADWAY WHICH SERVES
THE LOT NORTHWEST OF THE SUBJECT PROPERTY.



CALCULATED POSITION OF SECTION CORNER
BASED ON CITY GPS SURVEY. SEE NOTE 3

1 OF 2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY IDAHO



THE PROJECT AND IS BASED ON THE DENSE FLAT PLANE COORDINATE SYSTEM, WEST ZONE. THE PROJECT COORDINATES HAVE BEEN ADJUSTED FROM PLATE PLUS AND MINUS COORDINATES TO PROJECT COORDINATES USING A COMBINED ADJUSTMENT FACTOR (C.A.F.) OF 1.000097989. A CONVENIENCE ANGLE OF $-0^{\circ}45'03"$ WAS CALCULATED AT THE NORTHWEST CORNER OF PROPERTY TO CONVERT TO GEODETIC BEARINGS. TO SUBTRACT THE CONVENIENCE ANGLE FROM ALL NORTHEAST AND SOUTHWEST BEARINGS, AND TO ADD THE CONVENIENCE ANGLE TO ALL SOUTHEAST AND NORTHWEST BEARINGS. THE COMBINED ADJUSTMENT FACTOR MUST BE APPLIED TO GRID COORDINATES CONVEYED TO PROJECT DATUM.

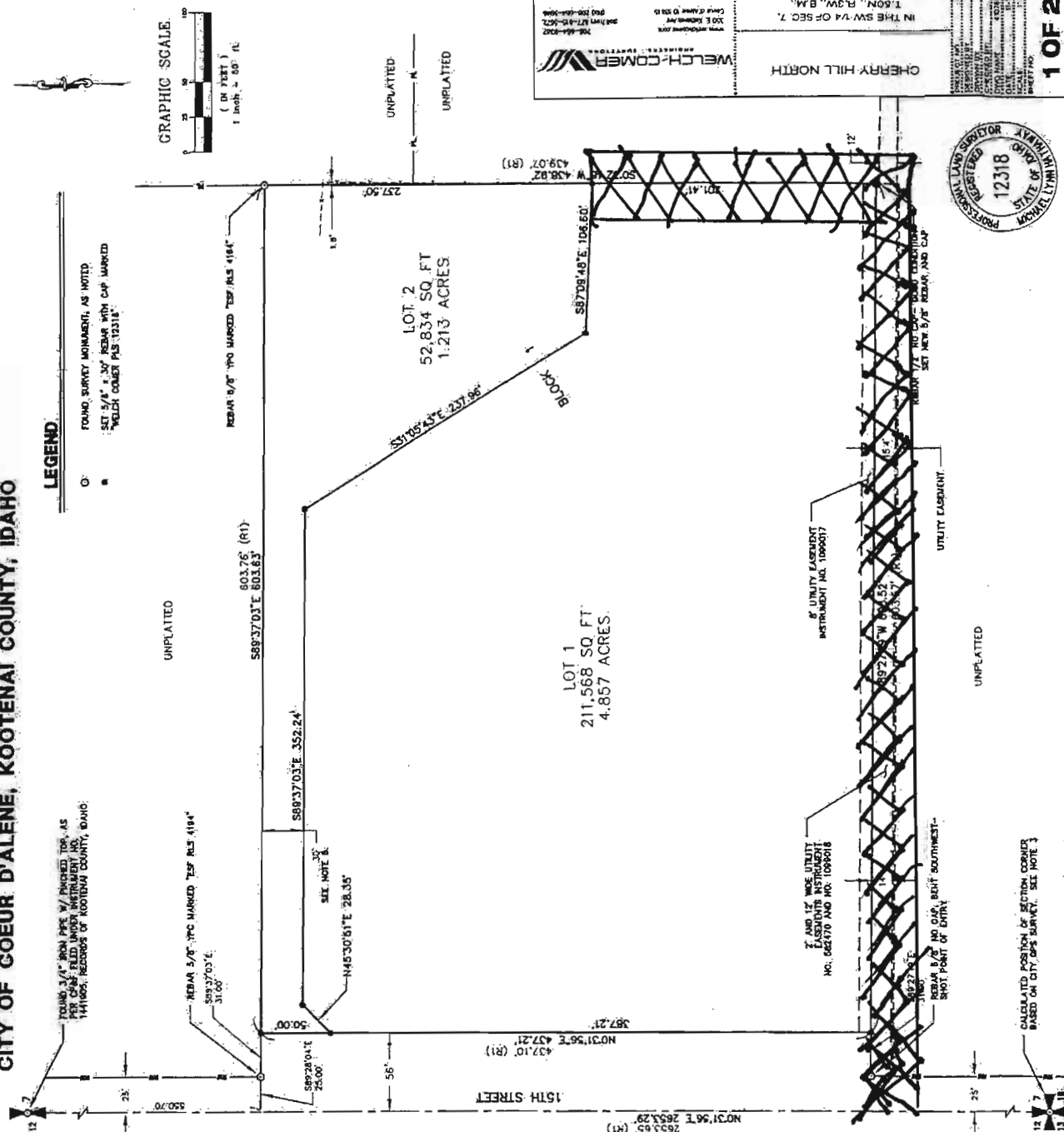
REFERENCES: ALL RECORDS OF KODOTAMA COUNTY, IDAHO

- 1) RECORD OF SURVEY BY JON MONACO, PLS #1194, FILED IN BOOK 8 OF SURVEYS, PAGE 88.
- 2) RECORD OF SURVEY BY JON MONACO, PLS #1194, FILED IN BOOK 20 OF SURVEYS, PAGE 88.
- 3) VESTING DEED FILED UNDER INSTRUMENT NO. 1304133.
GRANT DEED FILED UNDER INSTRUMENT NO. 1330000.

NOTES:

- LOT 1 IS INTENDED TO BE USED FOR PRIVATE RECREATION.
LOT 2 IS INTENDED TO BE USED FOR PRIVATE RECREATION.
THE MONUMENT AT THE SOUTH-EAST CORNER OF SAID RECREATION
LOT 2 AND THE SOUTH-EAST CORNER OF SAID LOT 1 IS BASED ON
CITY OF S.S. SURVEY AND TIES TO THE WEST 1/4 CORNER.
VARIOUS ELECTRICAL ELEMENTS RECORDED AS INSTRUMENT NUMBER 7015.
SPECIFICALLY DESCRIBED AND AS A RESULT CANNOT BE SHOWN ON THE FACE OF
THIS PLAN.
THE PLAT DEED RECORDED IN BOOK 222, PAGE 538 BEQUEATHS A PERPETUAL
BORROW (STRESS ROADWAY) EASEMENT ALONG THE ABOVE ROADWAY ACROSS
GRANTEES' PROPERTY, SAID ROADWAY IS NOT SPECIFICALLY DESCRIBED. THE MOST
RECENTLY RECORDED INSTRUMENT NUMBER 7015 BEQUEATHS ROADWAY RIGHTS
TO THE NORTH-EAST CORNER OF THE SUBJECT PROPERTY.

LOT 2
ACCESS



1 OF 2

An aerial photograph showing a large, irregularly shaped property. A black line is drawn across the property, indicating a dimension of 400 feet. The property is surrounded by trees and other land. A building is visible on the left side of the property. A road is visible at the bottom of the image.

400 feet

EXHIBIT C

March 12, 2012
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Amy Ferguson, Executive Assistant
Chris Bates, Eng. Project Manager
Jon Ingalls, Deputy City Administrator
Jim Remitz, Utility Project Mgr.
Troy Tymesen, Finance Director
Warren Wilson, Deputy City Attorney
Gordon Dobler, Engineering Director
Dave Shults, WW Capital Program Mgr.
Mike Gridley, City Attorney

**Item 1 V-12-2: Vacation of Rights of Way in the Taylor's Park Addition for NIC
Consent Calendar**

Chris Bates, Engineering Project Manager, presented a request from the applicant, North Idaho College, for the vacation of the undeveloped rights-of-way of Smylie Street (50'), Hubbard Street (50'), the north/south alley (7.5') adjoining the west boundary of Block 4, the east/west alley (6.5') adjoining the northerly boundary of the west half of Block 2 and Blocks 3 & 4, and the east/west mid-block alley (20') that extends from the west half of Block 2 to the western boundary of Block 4. Also, the relinquishment of College Drive to NIC.

Mr. Bates explained in his staff report that the Taylor's Park Addition subdivision consisting of sixty-four (64) lots was originally platted in May 1906. The westerly portion of the subdivision has been occupied by operations buildings related to the North Idaho College, and until recently the DeArmond/Stimson lumber mill. The roadways of Smylie and Hubbard were never developed as functioning streets for public use. College Drive was dedicated separately by a "Deed of Dedication" to the City of Coeur d'Alene in 1957 by the North Idaho Junior College. He further noted that there is no negative financial impact to the city. The projected development of the site is anticipated to be educational in nature and, therefore, there will be no net increase in taxable revenue gained. The new roadways that traverse the area are owned and maintained by the College, therefore those costs do not figure into city departmental budgets.

The vacation request is the first step in the creation of the expanded campus that will eventually encompass the area between the dike road and the city wastewater facility. The existing city utilities that were located in the areas requested for vacation were removed and relocated during the recent site construction. The principal reason for the college desiring ownership of the roadway is that they can obtain state funding through the State Department of Public Works to maintain it, whereas if it is city-owned, they cannot.

Mr. Bates confirmed that the streets on the old plat were never constructed and that Hubbard is not a city street at this time. Mr. Bates said that the college wants to keep Hubbard Street private with the city

having access and easements over it. The college will maintain it and plow it. River Avenue will stay a city street.

Councilman Gookin noted that there used to be street signs, and that Smylie Street was named after Robert Smylie, the 24th Governor of Idaho.

MOTION: Motion by McEvers, seconded by Gookin, to recommend Council direct staff to proceed with the vacation process and set a public hearing before the City Council for April 17, 2012. Motion carried.

**Item 2 Amending Wastewater Utility 2012 Collection System Projects Agreement with J-U-B Engineers
Consent Calendar**

Jim Remitz, Utility Project Manager, presented a request for council authorization of the performance of additional professional design services under the existing Agreement for Professional Services between J-U-B Engineers, Inc. and the City of Coeur d'Alene, dated February 21, 2012, for an additional fee not to exceed \$29,900. These additional professional services will provide for the design and construction management of the installation of sewer main piping and associated appurtenances within Virginia Avenue (Lincoln Way to D Street) and D Street (north of Virginia Avenue).

Mr. Remitz explained in his staff report that a public sewer main was never installed in D Street north of Virginia Avenue. In order to correct this situation and because of the scheduled pavement overlay project proposed for this area, a window of time is available to install the needed public sewer main within D Street. J-U-B Engineers, Inc. has successfully performed similar professional services to the satisfaction of the Coeur d'Alene Wastewater Department. Funding will come from the approved 2011-2012 City of Coeur d'Alene Wastewater Operating Fund budget.

Councilman Gookin asked why the changes are necessary. Mr. Remitz confirmed that the existing sewer lines go under private property and are private lines for the duplexes that are located there. Unfortunately, the sewer lines are now running underneath properties that are not owned by the duplexes. The Water Department is going to be installing a water line in D Street and Wastewater felt it was the best time to also correct the sewer situation. The funds for this project will come from the Sewer Collection System Rehabilitation and Replacement budget. Mr. Remitz noted that they will also be doing some other projects this summer on Foster and Nora.

Councilman Gookin asked if the property owner has to pay anything on this project. Mr. Remitz said that the owner will have to disconnect his service and pay to connect into the new line that they install on D Street. The cost for connecting into the new line should be nominal but will depend on where the existing pipe is and how deep it is located.

MOTION: Motion by Gookin , seconded by McEvers, to recommend Council approval of Resolution No. 12-009 approving an agreement with J-U-B Engineers, Inc. for additional professional design services under the existing Agreement for Professional Services between J-U-B Engineers, Inc. and the City of Coeur d'Alene, for the design and construction management of the installation of sewer main piping and associated appurtenances within Virginia Avenue (Lincoln Way to "D" Street), and "D" Street (north of Virginia Avenue) for an additional fee not to exceed \$29,900.00. Motion carried.

Item 3 Approval of Change Order for the Slope Repair and Erosion Control; Flood Control Levee Project
Consent Calendar

Gordon Dobler, City Engineer, presented a request for council approval of a change order for work to be done on an additional 600 lineal feet of slope on the flood control levee.

Mr. Dobler explained in his staff report that on January 17, 2012 the City of Coeur d'Alene signed a contract with Buddy's Backhoe Service, Inc. for slope repair and erosion control along 450 feet of the flood control levee in response to USACE requirements. The change order allows for restoration of the embankment, erosion control, and stabilization along the flood control levee identified as unacceptable by USACE in the Final Periodic Inspection Report, Coeur d'Alene Flood Control project. The cost savings to the city by having the contractor proceed with the additional 600' of erosion control while on site is approximately \$1,500.

Councilman McEvers noted that he was down at the site and was impressed with what has been done. Mr. Dobler said that the repair work is budgeted and there is a line item in the Stormwater budget for maintenance. They are being very careful with the use of stormwater funds. Mr. Dobler noted that the entire job, including the change order, was completed for less than the amount submitted by the 2nd bidder.

MOTION: Motion by McEvers, seconded by Gookin, to recommend Council approval of Resolution No. 12-009 approving Change Order #1 in the amount of \$9,444.90 to the City's agreement with Buddy's Backhoe Service, Inc. for a total contract amount of \$36,794.90. Motion carried.

Item 4 Ordinance Amendment for Bus Stops in Bike Lanes
Agenda Item

Warren Wilson, Deputy City Attorney, presented a request for council adoption of an ordinance amendment that will allow public transportation to load and unload passengers within bike lanes.

Mr. Wilson explained in his staff report that staff was asked to look at amending the city code provisions that prohibit driving in bike lanes so that public transportation could load and unload passengers. The code technically prohibits that activity. There is no financial impact from adopting the proposed ordinance amendment.

Mr. Wilson noted that the FTA Grant Coordinator for Kootenai County, the Engineering Department, and the Ped/Bike Committee Liaison and Centennial Trail have reviewed and support the ordinance change.

Councilman Gookin asked how other cities handle this situation. Mr. Wilson said that it depends on the size of the system. Councilman Gookin asked if they will put something on the bike lanes that shows where the buses can go. Mr. Wilson said that typically there is signage and the bush bench.

Councilman Gookin asked why this wasn't presented to the Pedestrian and Bicycle Advisory Committee for their feedback prior to bringing it to the Public Works Committee. Mr. Wilson responded that, frankly, it is such a nominal change that it probably doesn't warrant a whole lot of formal interaction.

Councilman Gookin asked about motorized wheelchairs in bike lanes. Mr. Wilson said that it is authorized under city code and probably mandated by ADA as well.

Mr. Dobler said that this issue actually came up years ago when they put the bike lanes on Government Way and when the bus line was instituted. The Ped/Bike committee knew about the issue at that time. It was not something that they have never heard of or been involved in.

MOTION: Motion by Gookin to send this item back to the Pedestrian & Bicycle Advisory Committee for their input.

Councilman Gookin asked what would happen if the city did not pass this ordinance amendment. Mr. Wilson said that if the ordinance isn't approved, they would just live with it. He hasn't heard of any instances, but they are just trying to remove a conflict.

Motion died for lack of a second.

Councilman McEvers asked if this item could move forward to council if the Ped/Bike Committee approves it. Councilman Gookin said that as long as council can receive feedback from the Ped/Bike Committee it would be okay with him. Mr. Wilson said that Monte McCully, the Ped/Bike Committee liaison, has looked at this request and signed off on it. Councilman Gookin said that he has been to the last four meetings of the Ped/Bike Committee and doesn't recall hearing anything about this. He doesn't think there is going to be any hang up, but just wants to make sure that the proper procedure is followed.

MOTION by McEvers, seconded by Gookin, to recommend council approval of COUNCIL BILL No. 12-1011 amending Coeur d'Alene Municipal Code Section 10.40.010, subsection A, upon the condition that the Pedestrian & Bicycle Advisory Committee be informed of the proposed amendment and the committee's input be provided to the council prior to approval.

**Item 5 Change Order #10 for Construction of Wastewater Treatment Plant
Phase 5B
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for council approval of Change Order #10, for an increased cost of \$10,437 to the city's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,368,206.

Mr. Shults explained in his staff report that construction of the 2-year Phase 5B project is nearly complete. Phase 5B facilities that are now in operation include a new administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building.

Change Order #10 includes six additional changes to the plans and specifications that were made by project consultant, HDR Engineering and City staff, including four items that revised the design in the field to allow the process to work as intended, and two items to complete the installation as intended. HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary. Two change items required rework by the contractor, and HDR will provide credits for engineering services that will offset the mistakes. It was further noted that the final cost of construction, including the change orders that allowed design documents to be transformed into functioning facilities, is expected to be approximately \$1M less than the engineer's original cost estimate for the project, and approximately \$1M less than the average bid from all of the prequalified contractors who submitted bids.

Mr. Shults noted that he had hoped that this would be a final change order, but that another one is necessary to complete the work.

Councilman Gookin asked if this project was still under budget. Mr. Shults said that the multi-year project has had budget authorizations for each of three years needed for completion, and that the project costs are within those authorizations. The engineer's cost estimate for construction was a "range" and even with the change for the project, the construction cost is about \$300,000 less than the low end of the range. Even though there are ten change orders at this time, the project has been quite successful and a significant extra value has been received by the city. The stimulus funding for the project saved the city an estimated \$3-4 million in interest payments over their 20 year loan. The original design had a few flaws which were addressed by the project team and worked into the design with value-added change orders, before construction rework became necessary.

Councilman Gookin asked about the term "unanticipated changes" used in the staff report. Mr. Shults said that he believes the engineer used the term to describe design changes that the original design should have handled, but just didn't foresee. He said this category of changes was part of the table that accompanied the staff report that showed the different types of change order items. The table was intended to show that the majority of change order items added value and improved performance to the constructed facilities. Mr. Shults explained that these added value/performance items would have increased the original construction bid amount if their need had been identified in the original plans and specifications. He offered that the 7% change order rate for Phase 5B is somewhat greater than past wastewater projects, and that the higher percentage reflects the increased complexity of the project.

Councilman Gookin noted that there seems to be some trade-offs between the city, HDR Engineering, and the contractor for assuming responsibility and cost for some of the change orders. Mr. Shults said that HDR Engineers has assumed cost responsibility for the change order items that include cost of rework.

Councilman McEvers commended staff for working out the best cost for the city.

MOTION: Motion by Gookin, seconded by McEvers, to recommend council approval of Resolution No. 12-009, authorizing Change Order #10, for an increased cost of \$10,437 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,368,206. Motion carried.

Item 6 Sole Source Procurement of Wastewater Treatment Tertiary Membrane Filters Consent Calendar

Dave Shults, Capital Program Manager, presented a request that council declare GE Water & Process Technologies, Inc. as the sole vendor of WWTP Phase 5C.1 tertiary membrane filtration equipment, and authorize publishing a notice in the newspaper for the intent to procure from this sole source manufacturer.

Mr. Shults explained in his staff report that pilot testing of several different approaches for maximum phosphorus removal has been conducted over the last two years, and has resulted in the city's wastewater consultant, HDR Engineering's recommendation regarding continued use of the GE membrane filtration system for several compelling reasons, including proven performance at Coeur d'Alene and other full-scale treatment plants, continued piloting and gathering of design criteria, use of specific staff training, expedience for obtaining vendor package design details for incorporating into HDR's Phase 5C.1 plans

and specifications, and expedience for providing long-lead manufacture of equipment for earliest construction of Phase 5C.1. Idaho code allows for sole source procurement when needed for compatibility of equipment and services, when needed for trial use or testing, when there is no functional equivalent, and when competitive solicitation is disadvantageous. Wastewater believes that the use of the GE membrane equipment is appropriate, and that a method is proposed for assuring a fair price.

Mr. Shults reviewed the Phase 5 A and B projects and noted that Phase 5C is going to give the city all of the treatment capacity for the low phosphorus and other pollutants that the plant would be able to discharge with the new permit.

Phase 5C.1 would take a small bite into tertiary advance treatment for phosphorous. It would also test out larger tertiary membrane flows and help with ammonia control right away. Mr. Shults noted that this is probably a 12-16 month project after they get the design done. In order to complete the project design, they need to know what filters they are going to use. The engineers have given them an analysis of the justification for sole source procurement of tertiary filters. They have had great results with them and have design parameters started. The engineers and staff believe that it is in the city's best interest to procure directly from GE for their filters. The legal department also believes that the justification is sound.

MOTION: Motion by McEvers, seconded by Gookin, to recommend council authorize the sole source procurement of tertiary membrane filtration equipment from GE Water & Process Technologies, Inc., and to publish public notice in this regard. Motion carried.

Item 7 Consultant Agreement for Stormwater Utility Ordinance Consent Calendar

Mike Gridley, City Attorney, presented a request for council approval of a contract with FCS Group for performance of a stormwater analysis and rate study in the amount of \$62,800.

Mr. Gridley explained in his staff report that the city has suspended collection of stormwater fees and has repealed the ordinance creating the Stormwater Utility based on a recent decision from the Idaho Supreme Court. Council has instructed staff to restructure the Stormwater Utility so that it would satisfy the Supreme Court's requirements. The FCS group are consultants who oversee a team that does this type of work. The FCS Group worked on the original Coeur d'Alene stormwater analysis and rate study and are recognized as experts in this field. City staff will assist them in their work, but does not have the resources or expertise to do the entire study in-house. The work will be completed by July 17, 2012 and hopefully will have the utility set up again by August of this year. Staff believes that this work is necessary to create a new Stormwater Utility for Coeur d'Alene.

Councilman McEvers asked if staff anticipates any changes orders on this contract. Mr. Gridley noted that with any contract, if we ask them to do additional work, they will charge extra for that, but staff is pleased with the quote because they expected it to be higher. Mr. Gridley noted that FCS has a very strong interest in seeing the problem solved. They do a lot of work with other cities and have been involved around the Northwest with these types of utilities which have been legal in every state except for Idaho. Mr. Gridley doesn't anticipate any big changes to the contract. FCS is going to work on the science and develop some assumptions that they believe fit the categories of residential, commercial, etc., and will do the best they can to get the city in compliance with the supreme court's decision.

Mr. Gridley explained why staff didn't put the contract out for a Request for Qualifications. Staff feels that it is most efficient and time saving to go with the FCS and it is allowable under Idaho law because it is an extension of an existing relationship with a professional.

Councilman Gookin asked if there was anything in the contract in regard to obtaining feedback from people or meeting with the public. Mr. Gridley responded not at the front end. The front end is more about the science and looking at existing data. Staff didn't feel like it needed to start all over again based upon the work that Councilman McEvers and the stormwater group previously did in regarding to getting community buy in. He feels there is a lot of community support. Mr. Gridley noted that ultimately they will adopt a rate plan and will include various plans and at a minimum will have one public hearing. He would anticipate that once they see how the costs bear out, then they will start talking to people.

MOTION: Motion by Gookin, seconded by McEvers, to recommend council approval of Resolution No. 12-009 authorizing an agreement with FCS Group for performance of a stormwater analysis and rate study in the amount of \$62,800.00. Motion carried.

The meeting adjourned at 4:58 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**CITY COUNCIL
STAFF REPORT**

DATE: March 20, 2012

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Proposed Code Amendment to Allow Public Transportation to Stop in Bike Lanes

DECISION POINT:

Recommend that the full Council adopt the proposed ordinance amendment that will allow public transportation to load and unload passengers within bike lanes.

HISTORY:

Staff was asked to look at amending the City code provisions that prohibit driving in bike lanes so that public transportation could load and unload passengers. The code technically prohibits that activity. After consulting with engineering and the trails coordinator, the attached code amendment was drafted to address this issue. The proposed language also clarifies the language and removes a redundant code section. The proposed amendment was presented to the Pedestrian Bicycle Advisory Committee on March 14, 2012 and they voted to support the proposed amendment.

FINANCIAL ANALYSIS:

There is no financial impact from adopting the proposed ordinance it simply authorizes public transportation to load and unload passengers within a bike lane.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

There should be little impact from adopting the proposed amendment, since the only change is to allow public transportation to load and unload passengers outside the car travel lane in the bike lane, which happens infrequently. This activity is likely already occurring where bus stops are in the same location as bike lanes. The proposal would make this activity legal.

DECISION POINT/RECOMMENDATION:

Recommend that the full Council adopt the proposed ordinance amendment that will allow public transportation to load and unload passengers within bike lanes.

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1010

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 10.40.010 AND 10.40.050 TO PROVIDE THAT TRANSIT BUSES MAY STOP WITHIN BIKE LANES WHILE LOADING AND UNLOADING PASSENGERS AND REMOVING REDUNDANT REGULATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 10.40.010 subsection A, is hereby amended to read as follows:*

10.40.010: DESIGNATED:

A. Motorized Vehicles Prohibited; Exception: No person shall drive or operate a motor vehicle upon any officially marked bicycle lane, bicycle path, footpath or other separate right of way specifically set aside for use by pedestrians or nonmotorized vehicles, ~~except at an intersection or when entering or leaving a roadway at a driveway, private road or alley. This section shall not apply to authorized emergency vehicles meeting the conditions specified in title 49 of the Idaho Code, or authorized maintenance and construction vehicles while actually engaged in work upon a roadway or nonmotorized right of way~~

1. Exceptions: The prohibition contained in this section does not apply to:

a. A motorized wheelchair operated by a disabled person;

b. Authorized emergency or maintenance vehicles engaged in the performance of emergency or maintenance services;

c. Public passenger transit service while actively engaged in loading or unloading passengers within a bike lane only; or

d. Use of a motorized vehicle in any portion of a bike lane or trail that lies across or within a road right of way when crossing at an intersection or when entering or leaving a roadway at a driveway, private road or alley.

SECTION 2. *That Coeur d'Alene Municipal Code Section 10.40.050, is hereby amended to read as follows:*

10.40.050: CENTENNIAL TRAIL:

A. ~~Prohibited Use:~~

~~1. Motorized Vehicles Prohibited: The use of motor vehicles on or within the right of way of the Centennial Trail is prohibited.~~

~~2. Exceptions: The prohibition set out in subsection A1 of this section shall not apply to:~~

~~a. Any portion of the trail which lies across or within a road right of way. If the trail lies across or within a road right of way, motorized vehicles may drive within that portion of the trail lying across or within the road right of way unless signs or other markings prohibiting motor vehicles are erected and maintained;~~

~~b. A motorized wheelchair operated by a disabled person;~~

~~c. Authorized emergency or maintenance vehicles engaged in the performance of emergency or maintenance services.~~

~~3. Horses: Riding, leading or otherwise permitting horses on the Centennial Trail is prohibited.~~

~~B. Trail Disruption:~~

~~1. Debris: Depositing debris on the Centennial Trail or within the trail right of way without first obtaining written approval from the Coeur d'Alene parks department is prohibited.~~

~~2. Surface Disturbance Or Closure: It is unlawful to alter, modify, paint, cut or destroy the surface of the Centennial Trail or the trail right of way or to conduct any activity that prevents its normal use without first obtaining written permission from the Coeur d'Alene parks department. No person shall close any portion of the trail or trail right of way without first obtaining written permission from the parks department. An alternate route, approved by the parks department, must be provided and appropriately signed before any permitted disturbance or closure of the trail is commenced.~~

3. Horses: Riding, leading or otherwise permitting horses on the Centennial Trail, including those portions located within street right of way, is prohibited.

4. Applicability: With the exception of subsection (A)(3) of section 10.40.50 listed above, the requirements of this subsection apply to those portions of the trail outside of street rights of way. The portions within street rights of way are subject to all applicable requirements for encroachments, excavations and other impacts as required by title 12 of this code.

B. Restoration Of Trail Surface:

1. Any permitted surface disturbance of the Centennial Trail must be repaired or restored within twenty four (24) hours after commencement of the surface disturbance unless additional time is specifically allowed by the authorizing permit. An alternate route, approved by the Coeur d'Alene parks department, must be provided and appropriately signed during the entire time of the trail disturbance.

2. Any repair or restoration not accomplished by the permittee within the specified time will be done by the city or subcontracted by the city with no prior notice to the permittee and at the expense of the permittee. The city will also make any immediate repairs, alterations or additions to any barricades, signs or warnings as deemed necessary for the safety of the public without prior notice to the permittee. The permittee shall reimburse the city for the actual cost of materials, labor, equipment and overhead.

3. The permittee shall be responsible for the condition of trail surface repairs or restorations for a minimum period of two (2) years following the repair or restoration of any surface disturbance. During the two (2) year period the permittee shall, upon request from the parks department, repair to the city's satisfaction any of the repairs or restorations that have settled, cracked, broken or are otherwise faulty.

4. The requirements of this subsection apply to those portions of the trail outside of street rights of way. The portions within street rights of way are subject to all applicable requirements for encroachments, excavations and other impacts as required by title 12 of this code.

D. Penalties:

1. Violations: Violation of this section is a misdemeanor and shall be punishable as provided in section 1.28.010 of this code.

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

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date

of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 20th day of March, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 10.40 Prohibited Driving Areas

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 10.40.010 AND 10.40.050 TO PROVIDE THAT TRANSIT BUSES MAY STOP WITHIN BIKE LANES WHILE LOADING AND UNLOADING PASSENGERS AND REMOVING REDUNDANT REGULATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Chapter 10.40 Prohibited Driving Areas, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of March, 2012.

Warren J. Wilson, Chief Deputy City Attorney

OTHER BUSINESS

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1009

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.56.040, 5.68.100, 5.68.110 AND 5.68.130 TO CORRECT CLERICAL ERRORS CONTAINED IN THE ADOPTED CODE SECTIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 5.56.040, is hereby amended to read as follows:*

5.56.040: LICENSE; FORM; ISSUANCE:

All taxicab company licenses shall be in such form as the City Council or the Council's designee may prescribe and shall contain the licensee's name, address, place of business, and phone number. Said license shall be issued to a specific person, partnership or corporation. The license shall be issued by the City Clerk and shall be for a term expiring on December 31 of each year. If the licensee's address or phone number changes at any point during the licensing period, the licensee must notify the City, in writing, of its new address or phone number within 10 business days.

Each taxi shall be required to display a numbered decal issued by the City indicating the expiration date of the license, which must be placed in the rear window visible to both the public and police.

Each vehicle used as a taxi shall have the name (as licensed) of the taxi plainly marked on both sides of the vehicle in a size no less than 12" x 16".

SECTION 2. *That subsection A of Coeur d'Alene Municipal Code Section 5.68.100, is hereby amended to read as follows:*

5.68.100: LICENSE; REVOCATION; NOTICE; HEARING:

A. When it appears that any operator or licensee, any other person designated in Idaho Code section 39-1105, or any other person twelve (12) years of age or older that resides at the childcare facility has violated this chapter, any ordinance of the city with regard to the premises where the childcare facility is located, or any other ordinance of the city or statute of the state or of the United States involving controlled substances, physical or sexual abuse involving children, any offenses specified in ~~subsection~~ [5.68.060](#) ~~A~~ of this chapter or a crime of moral turpitude, the license shall be revoked.

SECTION 3. *That subsection K of Coeur d'Alene Municipal Code Section 5.68.110, is hereby amended to read as follows:*

5.68.110: PROHIBITED ACTS:

K. Permit the continued presence of any person who requires a criminal history check under ~~subsection~~ [5.68.060](#) ~~A~~ of this chapter and has been convicted of one or more of the crimes enumerated in ~~subsection~~ [5.68.060](#) ~~A~~ of this chapter, or who has been convicted of an amended charge arising from one of the enumerated crimes in ~~subsection~~ [5.68.060](#) ~~A~~ of this chapter, or who has been charged with a crime enumerated in ~~subsection~~ [5.68.060](#) ~~A~~ of this chapter and it is still pending or has no disposition.

SECTION 4. *That Table A of Coeur d'Alene Municipal Code Section 5.68.130, is hereby amended to read as follows:*

5.68.130: OPERATION REGULATIONS:

Table A:

BABIES 0-14 months	Your Count ____ x 2 points	=
WADDLERS 14-24 months	Your Count ____ x 1.5 points	=
TODDLERS 24 5-36 months	Your Count ____ x 1 point	=
PRE-SCHOOL 3-4 months	Your Count ____ x 1 point	=
PRE-K 4-5 years	Your Count ____ x 1 point	=
SCHOOL AGE 5 and older	Your count ____x ½ point	=
	TOTAL POINTS (MAY NOT EXCEED 12)	

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

SECTION 6. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

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

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

APPROVED, ADOPTED and SIGNED this 20th day of March, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Municipal Code Housekeeping Amendments to Recently adopted Ordinances

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.56.040, 5.68.100, 5.68.110 AND 5.68.130 TO CORRECT CLERICAL ERRORS CONTAINED IN THE ADOPTED CODE SECTIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Municipal Code Housekeeping Amendments to Recently Adopted Ordinances, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of March, 2012.

Warren J. Wilson, Chief Deputy City Attorney

COUNCIL BILL NO. 12-1010
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING , PORTIONS OF RIGHT-OF-WAY IN THE KOOTENAI ADDITION, RECORDED IN BOOK "C" OF PLATS, PAGE 8, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS PORTIONS OF NORA AND MELROSE STREETS, AND, THE ALLEY IN BLOCK 2, ALL NORTH OF EMMA AVENUE, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

All of the right-of-way of Nora Street lying between the westerly boundary of Lots 1-6, Block 1, and, the easterly boundary of Lots 1-6, Block 2; and, that portion of the mid-block alley lying between the westerly boundary of Lots 1-5 and the easterly boundary of Lots 8-12, Block 2; and, that portion of the right-of-way of Melrose Street lying between the westerly boundary of the N. ½ of Lot 11 and Lot 12, Block 2, and, the easterly boundary of Lot 1 and the N. ½ of Lot 2, Block 3 of said Kootenai Addition.

be and the same is hereby vacated.

SECTION 2. That said vacated portion of streets and alley shall revert to the adjoining property owner one half on each side

SECTION 3. That the existing rights-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

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

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

APPROVED by the Mayor this 20th day of March, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-12-1 KOOTENAI ADDITION RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating portions of right-of-way in the Kootenai Addition.

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

All of the right-of-way of Nora Street lying between the westerly boundary of Lots 1-6, Block 1, and, the easterly boundary of Lots 1-6, Block 2; and, that portion of the mid-block alley lying between the westerly boundary of Lots 1-5 and the easterly boundary of Lots 8-12, Block 2; and, that portion of the right-of-way of Melrose Street lying between the westerly boundary of the N. ½ of Lot 11 and Lot 12, Block 2, and, the easterly boundary of Lot 1 and the N. ½ of Lot 2, Block 3 of said Kootenai Addition.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-12-1 KOOTENAI ADDITION RIGHT-OF-WAY VACATION, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of March, 2012.

Warren J. Wilson, Chief Civil Deputy City Attorney

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: TAMI STROUD, PLANNER
DATE: MARCH 20, 2012
SUBJECT: ZC-1-12 - ZONE CHANGE FROM R-1 TO R-8
LOCATION: 5. ACRE PARCEL AT 2101 ST. MICHELLE DRIVE

APPLICANT:
Ron Glauser
5743 E. Shoreline Drive
Post Falls, ID 83854

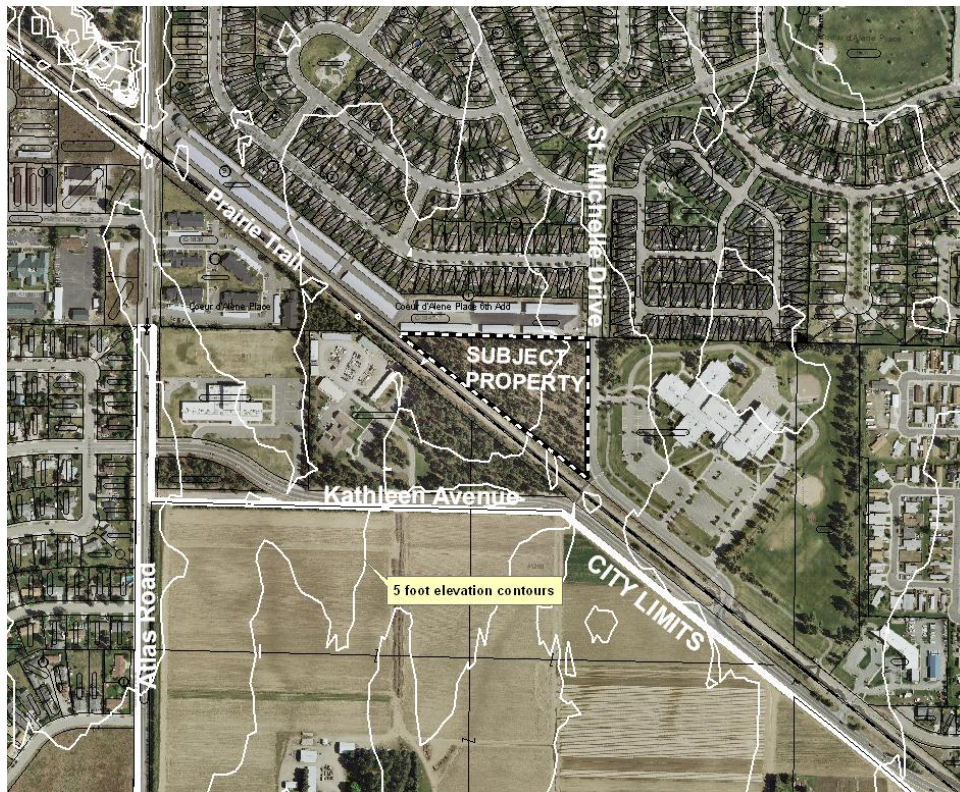
OWNER:
School District 271
311 North 10th Street
Coeur d'Alene, ID 83814

DECISION POINT:

Ron Glauser is requesting approval of a Zone Change from R-1 (Residential at 1 unit/acre) to R-8 (Residential at 8 units/acre).

SITE PHOTOS:

A. Aerial photo

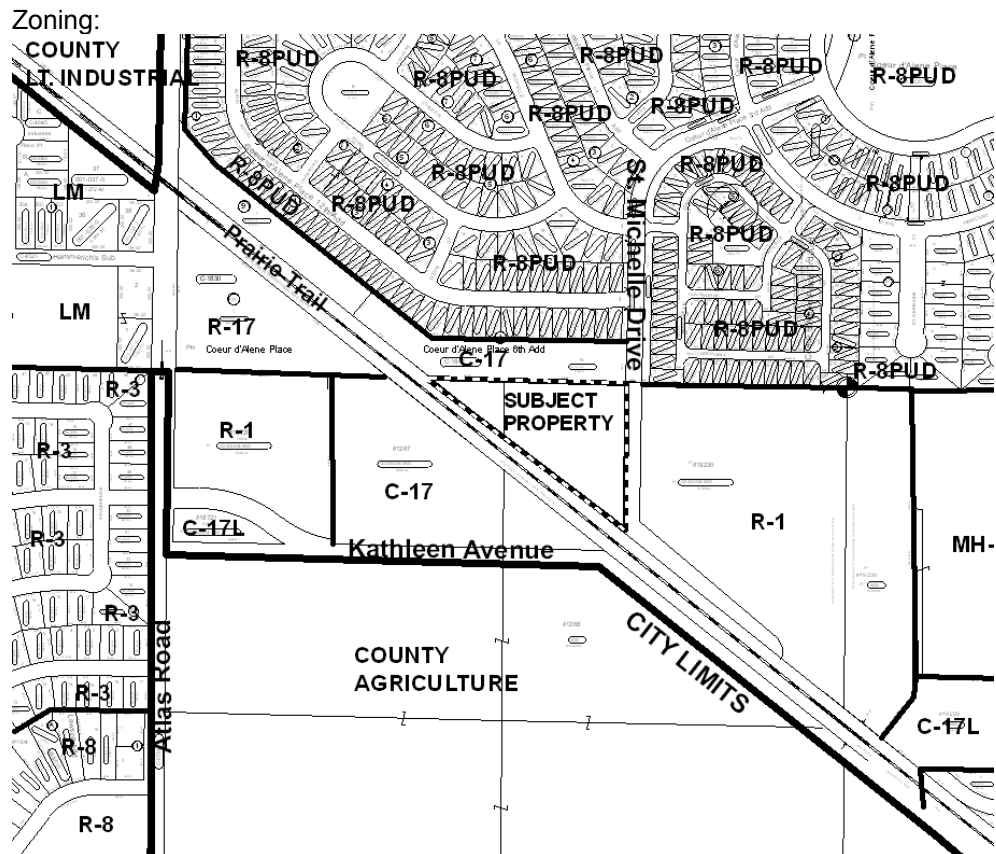


B. Subject property looking south.



GENERAL INFORMATION:

A.



B. Generalized land use pattern:

- E. Land uses in the area include:
- Residential – single-family, multi-family, mobile homes
 - Commercial – mini-storage
 - Vacant parcels
 - Civic – Woodland Middle School, Idaho Dept. of Fish and Game offices and the Prairie Trail.
- F. The subject property is vacant and undeveloped with a significant tree cover of native species.
- G. Previous action on this parcel:
- ZC-5-10: Zone Change request from R-1 to R-17. Denied February, 2011.
 - The Planning Commission approved the request on February 14, 2012 by a 3 to 0 vote.

PERFORMANCE ANALYSIS:

- A. Zoning ordinance considerations:

Approval of the zone change request would intensify the potential use of the property by increasing the allowable density by right from 1 unit to 8 units per gross acre.

R-1 Zoning District:

1. The R-1 district is intended as a residential area that permits single-family detached housing at a density of one unit per gross acre.

This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard, and landslide hazard.
2. Use permitted by right:
 - Essential service (underground).
 - "Home occupation", as defined in this title.
 - Neighborhood recreation.
 - Public recreation.
 - Single-family detached housing.
3. Uses permitted by special use permit
 - Commercial film production.
 - Community education.
 - Essential service (aboveground).
 - Noncommercial kennel.
 - Religious assembly.

R-8 Zoning District:

1. Purpose

The R-8 district is intended as a residential area that permits a mix of housing types at a 8 dwelling units per gross acre.

This district is intended for those areas of the city that are developed at this density or are preferable developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.

2. Uses permitted by right

- Single-family detached housing
- Duplex housing
- Pocket residential development
- Home occupations.
- Administrative.
- Public recreation.
- Neighborhood recreation.
- Essential service (underground)

3. Uses permitted by special use permit:

- Boarding house
- Child care facility
- Community assembly
- Community education
- Community organization
- Convenience sales
- Essential service (above ground)
- **Handicapped or minimal care facility**

17.03.040 E. Hospital/healthcare: Activities typically performed by the following institutions:

4. Handicapped or minimal care facility providing twenty four (24) hour care, group dining and supervision for nine (9) or more residents who are:

a. Physically or mentally handicapped or infirm and who are in need of residential rather than medical care; or

b. Capable of taking care of themselves in independent living units, but who prefer personal supervision. The maximum number of residents shall be set by special use permit where required.

- Juvenile offenders facility
- Noncommercial kennel
- Religious assembly
- Restriction to single family

- Group dwelling
 - Two (2) unity per gross acre density increase
 - Bed & breakfast facilities
4. R-8 zoning district site performance standards for the proposed use, with compliance tied to the issuance of a building permit and certificate of occupancy.

Building setbacks:

Front yard - 20 feet
Side yard - 25 feet
Rear yard - 25 feet

Building height – 32 feet

Landscaping ordinance requirements:

- 20 foot front yard, where not occupied by a parking lot must be landscaped.
 - Parking lot landscaping.
 - Street trees.
5. Evaluation: The City Council, based on the information before them, must determine if the R-8 zone is appropriate for this location and setting. The maximum number of residents for the Minimal Care Facility shall be set by Special Use Permit.

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

1. The 2007 Comprehensive Plan Map (See page 3) designates the subject property as Stable Established and in the Ramsey - Woodland Land Use Area, as follows:

A. Stable Established:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots and general land use are not expected to change greatly within the planning period.

B. Characteristics of the Ramsey - Woodland Land Use Area:

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.

- C. The characteristics of Ramsey - Woodland neighborhoods will be:
- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
 - Pedestrian and bicycle trails.
 - Parks just a 5-minute walk away.
 - Neighborhood service nodes where appropriate.
 - Multi-family and single-family housing units.

2. Significant 2007 Comprehensive Plan policies:

- Objective 1.02 - Water Quality:
Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.
- Objective 1.06 - Urban Forests:
Enforce minimal tree removal, substantial tree replacement and suppress topping trees for new and existing development.
- Objective 1.08 – Forests and natural habitats:
Preserve native tree cover and natural vegetative cover as the city's dominant characteristic.
- Objective 1.12 - Community Design:
Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 1.14 - Efficiency:
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas
- Objective 3.01 – Managed growth.
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.
- Objective 3.05 - Neighborhoods:
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.07 - Neighborhoods:
Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.
- Objective 3.08 – Housing:
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- Objective 3.16 - Capital Improvements:
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective - 4.01 City Services:
Make decisions based on the needs and desires of the citizenry.

- Objective 4.02 - City Services:
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).

Evaluation: The Comprehensive plan indicates that, in the Ramsey – Woodland Land Use Area, overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.

The subject property is an undeveloped parcel in an area surrounded by civic and commercial uses and C-17 and R-17 zoning that would be appropriate for a “pocket” of higher density housing, as indicate in the Ramsey – Woodland Land Use Area plan.

The City Council must determine, based on the information before them, whether the 2007 Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

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

SEWER:

Public sewer is available with adequate capacity for the project within St. Michelle Drive. The “one parcel - one connection” rule will be in effect for this project. Since the sewer main within St. Michelle Drive is 15 inch diameter, the sewer lateral connection must be made at a manhole.

Submitted by Don Keil, Assistant Wastewater Superintendent

WATER:

The vacant property to the west of 2101 St. Michelle Dr. fronts a 12” main in St. Michelle Dr. There is an 8” fire service stub into the property at the southeast corner. The property will need domestic and irrigation services installed for the proposed use. There are existing fire hydrants in proximity to the property however dependent on density and distance; additional fire hydrants may be required. Fire flows should be sufficient to serve the proposed use

Submitted by Terry Pickel, Assistant Water Superintendent

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. Drainage facilities for the site will be required to treat and contain all storm generated runoff on the subject property. Also, due to the size of the subject property (greater than one (1) acre), prior to the onset of development, a SWPPP (stormwater pollution prevention plan), and, NOI (notice of intent) will need to be filed with the EPA’s Region 10 office.

TRAFFIC:

Based upon the R-8 zoning designation (eight (8) units/acre), and, the approximate 5.0 acre size, the ITE Trip Generation Manual estimates a theoretical maximum residential buildout project may generate approximately 382 trips per day, based on the ITE Trip Generation Manual and utilizing the factor of 9.55 ADT's per residence. Utilizing the peak hour periods which are typically 7:00-9:00 A.M. and 4:00-6:00 P.M., the rates amount to 31 ADT's in the morning and 41 ADT's in the evening periods respectively. These peak hour periods for the typical single family development roughly coincide with the beginning and end of the school day.

Evaluation: There are numerous points of access to the subject property through the adjacent subdivisions off of St. Michelle Drive, and, it is adjacent to an east/west collector street (Kathleen Ave.) that intersects signalized intersections on two of the City's major north/south arterial roadways (Ramsey Rd./Kathleen Ave. & Atlas Rd./Kathleen Ave). The proposed use on the subject property, a minimal care facility, is only projected to be 212 ADT's/day, w/ 14 ADT's during the peak hour periods. Peak hour traffic movements for this type of use do not typically coincide with standard peak hour periods because they tend to occur at the time of shift changes. ADT's during the peak hours may average 14 trips based on a peak hour rate of 0.18 at full build out. The adjacent and/or connecting streets should accommodate the additional traffic volume of either the maximum or requested uses.

STREETS:

The subject property is bordered by St. Michelle Drive on the east and Kathleen Avenue on the west. The current right-of-way width's meet City standards.

Evaluation: Both of the roadways bordering the subject property are fully developed road sections with the exception of sidewalk on St. Michelle Drive. Any building permit for the site will require the installation of the noted sidewalk.

SITE DEVELOPMENT REQUIREMENTS:

APPLICABLE CODES AND POLICIES:

Utilities

All proposed utilities within the project shall be installed underground.

All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.

All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

Streets

An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

Stormwater

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

Fire Protection

There are two (2) fire hydrants adjacent to the subject property, however, additional fire suppression installations may be necessary depending upon the facilities constructed. That determination will be made by the City Fire Inspector at the time of building permit submittal for the subject property.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

The fire department will address the water supply, hydrants and fire department access as site plans are submitted.

Submitted by Bryan Keating, Fire Inspector

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

As shown on the aerial photo on page one, there are no topographical or other physical constraints that would make the subject property unsuitable for the request.

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

Evaluation:

The connecting streets will accommodate the additional traffic, as indicated in the engineering staff report. The neighborhood character and land uses in the area show a mix of civic and commercial uses surrounding the subject property and the single-family Coeur d'Alene Place development immediately to the north.

See zone change finding # B8 on page 5 & 6.

2. Finding #B8B: The design and planning of the site (is) (is not) compatible with the location, setting, and existing uses on adjacent properties.

Evaluation: Based on the information presented, the Planning Commission must determine if the request is compatible with surrounding uses and is designed appropriately to blend in with the area.

3. Finding #B8C: The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities and services.

Evaluation: See zoning finding # B9 on pages 8 & 9.

F. Proposed conditions:

None.

G. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 2007.

Transportation Plan

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

Coeur d'Alene Bikeways Plan

ACTION ALTERNATIVES:

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

Zone Change Justification:

The proposed zone change of R8 compliments the current natural setting and maintains the residential quality of the area. The R8 zone change will allow for 5 homes plus support buildings to be placed on the 5 plus acre parcel.

The proposed facility will ultimately provide 40 plus stable year- round jobs with benefits for full time employees. Once fully stabilized, the facility will be able to accommodate 80 residents. This facility type supports and enhances in particular, the health care industry. These residents will be cared for by the local businesses such as: Kootenai Medical Center, ancillary health care businesses and local physicians. The residents, their families and the employees also support area shops and businesses.

The facility will enhance the current residential feel of the area. The proposed facility will be adjacent to Cd'A Place, Woodland Meadows School and Centennial Trail. The facility will compliment the current uses of the neighborhood. The site plan will maintain natural open spaces, trees and landscaping. The adjacent Centennial Trail will be complimented by the residential nature of the site plan. The facility will have the look and feel of a high end residential home/s. This will enhance the nearby property values.

Coeur d'Alene will continue to experience significant growth in the elderly population as the "baby boomers" demographic grows and people live longer. The availability of quality services for this group is more important than ever. The services provided by the facility will enhance the long term plan that Coeur d'Alene is also a "city of excellence" for its elderly constituents. The elder care industry will continue to have needs for the long term. As Coeur d'Alene has seen, the assisted living facilities have excellent potential for long term stability. The proposed facility will have to conform to the rules and regulations of the local government as well as the state government.

Applicant: Ron Glauser
Location 2101 N. St. Michelle Drive
Request: A proposed zone change from R-1 (Residential at 1 unit/acre) to R-8 (Residential at 8 units /acre) zoning district.

Planning Director Yadon presented the staff report, gave the mailing tally as: 17 in favor, 106 opposed, and 1 neutral and answered questions from the Commission.

Commissioner Luttrupp inquired what the red represents on the land use map.

Planner Yadon answered the color represents the area zoned commercial.

Commissioner Luttrupp inquired about the previous request presented last year, and questioned how has this request changed since last year.

Planner Yadon answered that the zone requested is different and so is the applicant.

Commissioner Soumas inquired what the traffic counts for this area are.

Planner Yadon stated per the City Engineer, that during peak hour, traffic may average 14 trips based on a peak hour rate of 0.18 at full build-out and that the adjacent and /or connecting streets should accommodate the additional traffic volume.

Public testimony open:

Valeri Zaharie Glauser, applicant, 5743 E. Shoreline Drive, introduced the other members of her team: Ron Glauser, contractor, and Minny and Fred Weber. She explained that they are proposing an assisted building facility with five homes and an attached office on the property. The facility would have a French country design with a total of 80 residents and will resemble their other assisted living facility, The Four Seasons, in Coeur d'Alene. She explained that when they were looking at areas for another facility, they wanted an area with residential homes and a park-like surrounding. She presented a PowerPoint showing photos of their other facility that is on 2.74 acres with four homes and a barn used for storage. She added when they built that facility, it did not have any trees or flowers. She stated that when this project was proposed many years ago, the school and area residents were also concerned with the amount of traffic that would be generated and has proven that this facility has been a win/win for the community and the school.

Mindy Weber, partner and health care provider for the project, 2900 Government Way #78, read a letter submitted by the school district in support of this project. She stated that there has been a lot of thought to the design of this project especially parking, and because of that, incorporated additional parking going over what staff recommended for the project. She stated that shifts start at 6:00 a.m. to 8:00 a.m. with 10 to 12 employees on-site, with another shift change between 3:00 and 4:00 p.m. She explained that they designed their shift schedule to not coincide with the school's schedule. The majority of the residents get visitors on the weekend rather than during the week. She feels that an assisted living facility will be a good fit on this property. She stated that they are allowed 16 residents per home which is the maximum required by the State of Idaho.

Commissioner Soumas inquired what will be the structure indicated in the red area on the site plan.

Ms. Zaharie stated that structure will be used for storage and an overflow parking area for those events during the year - like the 4th of July and other holidays - to be used by guests visiting the facility during those times.

Commissioner Soumas inquired how the additional traffic generated from this facility will impact the surrounding neighborhood.

Ms. Zaharie explained that in their other facility they don't get many visitors and if they do, it is usually on the weekend. She stated during the week it is quiet and people who do visit, parking is available. She stated that with the other facility they have not had a problem with parking and explained when a resident is accepted at the facility, the resident is told that they are not allowed to drive.

Commissioner Messina inquired how many residents they have at their other facility, The Four Season.

Ms. Zaharie stated that they have 54 residents, 12 caregivers and 6 administrative people.

David Vaughn, 5811 St. Croix, commented that he feels that the city notification procedure is insufficient and questioned why he didn't get a notice. He inquired if the city has guidelines for groundwater and is concerned that this facility would be an impact to the existing traffic problem.

Rodger Mott, 5783 St Croix, commented that from looking at the site plan submitted, that the ingress/egress for the facility is adjacent to the school, that could be a problem with pickups and drop offs at the school.

Mike Bacon, 2899 Versailles, commented that after hearing the applicant's presentation, feels that this is a nice looking facility, but in the wrong location. He presented a picture of the area showing how traffic is congested early in the morning by people going to work, and by approving this project, will make the problem worse. He understands from hearing the applicant's testimony that this would be a great project and commented if they had to lose to a project, this would be a better project than the one proposed last year.

Commissioner Soumas commented that the applicant stated that the residents are not allowed to drive.

Mr. Bacon commented that he is concerned with the people who visit the facility and the impact of traffic in the area and emergency services responding to an emergency.

Joshua Peterson, 5770 N. La Rochelle Drive, stated that he is concerned that once the zone is approved, it stays with the property forever and questioned what happens if the applicant changes their mind and the project doesn't happen.

Andrew Break, 2536 Versailles, commented that he is a single parent and is concerned with the amount of traffic this project will generate, if approved. He feels this is a great project but not appropriate for this area.

Lori Varbero, 901 S. Four Winds Road, stated that she works at the Four Seasons as the business manager and stated that this is a great facility and wants her mom to live here. She feels that the applicant will provide a facility that will enhance this neighborhood and is a win/win for the community.

Gary Weber, 2590 W. Versailles, commented that he has concerns with the already congested traffic in the area and removing the trees on the lot.

James Costello, 2830 W. Tours Drive, commented he has two children and is concerned if the applicant will sell the property once approved.

Rodger Martinson, 5822 Belleville Drive, commented that he feels the facility would be an asset to the area but has concerns with traffic if this project is approved.

Dean McConnachie, 732 S. Canal Street, feels this project will be an asset to the neighborhood and when completed, enhance the community. Todd Butler, 401 S. 18th, commented that he designed the site plan for the project and feels that this zone change is compatible with this area. He stated that the applicant has done a similar project in other areas and all of them have been a success. He feels that the applicant's are conscious to the neighbors and will be a good fit for this neighborhood.

REBUTTAL:

Ms. Zaharie clarified that this is a different request than what was presented last year. She explained that they have laundry facilities on-site and have a food delivery service that comes during the week that are flexible on the time they deliver. She stated that the storage units located on the property will remain and act as a buffer between the facility and the treed area on the lot.

She explained that emergency services do come to the facility, but not on a regular basis. She stated that they will provide overflow parking to be used for those times when the facility has an event requiring more parking than what is existing. She commented that they are "tree huggers" and will want to protect the outer perimeter trees. The landscaping will be beautiful. She stated this will be an upscale facility and that their livelihood depends on the success of this project. She added that this will be a family owned and operated business.

Commissioner Luttrupp inquired if the applicant knew what the times will be for the deliveries to the facility.

Ms. Zaharie explained that they work with a lot of the big food reps and they want our business so they will work with our hours and will be able to schedule deliveries to not interfere with the schools schedule.

Chairman Jordan stated that in previous testimony, he heard concerns that the ingress/egress for this project is the same as the school.

Ms. Zaharie commented that they are not opposed to changing the ingress and egress and would discuss with city staff.

Public Testimony closed:

Discussion:

Commissioner Soumas stated that he feels that the zoning is appropriate for this property and will approve this request.

Chairman Jordan inquired if a condition should be added to solve the problem with the ingress/egress.

Deputy City Attorney Wilson suggested a condition stating that if approved, they will work with the city engineer on this issue. He suggested to the Planning Commission if they would like for him to do the findings and bring them back to the next meeting in February for approval.

Motion by Luttropp, seconded by Messina, to approve Item ZC-1-12. Motion approved.

ROLL CALL:

Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttropp	Voted	Aye
Commissioner Soumas	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on, January 10, 2012, and there being present a person requesting approval of Item:ZC-1-12, a request for a zone change from R-1 (Residential at 1 unit/acre) to R-8 (Residential at 8 units/acre) zoning district.

APPLICANT: RON GLAUSER

LOCATION: +/- 5.7 ACRE PARCEL AT 2101 ST. MICHELLE DRIVE

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

(The Planning Commission may adopt Items B1-through7.)

B1. That the existing land uses are Residential, Commercial, Civic and vacant land.

B2. That the Comprehensive Plan Map designation is Stable Established.

B3. That the zoning is R-1 (Residential at 1 unit/acre).

B4. That the notice of public hearing was published on, December 24, 2011, which fulfills the proper legal requirement.

B5. That the notice of public hearing was posted on the property on December 22, 2011, which fulfills the proper legal requirement.

B6. That 40 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on December 23, 2011, and 124 responses were received: 17 in favor, 106 opposed, and 1 neutral.

B7. That public testimony was heard on January 10, 2012 including, but not limited to the following:

Planning Director Dave Yadon:

Planning Director Yadon indicated that the applicant would like to construct and operate a minimal care facility for 80 residents on the subject property, which is currently zoned R-1. As such, the

applicant has requested a zone change to R-8 and a minimal care facility special use permit. The subject property is bounded by C-17 (storage) to the north, R-1 (middle school) to the east, C-17 (public offices) to the south and R-17 (multi-family dwellings) to the west. The surrounding Coeur d'Alene Place development has an underlying zoning of R-8. Planner Yadon indicated that based on the ITE trip generation manual, traffic may average 212 daily trips and 14 trips during the peak hour at full build-out and that the adjacent and /or connecting streets (St. Michelle Dr. and Kathleen Ave.) should accommodate the additional traffic volume because peak hour does not coincide with traffic from this type of facility. Planner Yadon noted that the comprehensive plan designation for the property is the Ramsey-Woodland area within the Stable Established designation.

Valeri Zaharie Glauser, 5743 E. Shoreline Drive:

Ms. Glauser, testifying on behalf of the applicant, explained that they are proposing an assisted living facility with five homes and an attached office on the subject property. The facility would have a French country design with a total of 80 residents and will be similar to the Four Seasons facility, which is across the street from Coeur d'Alene High School. She stated that when that project was proposed, the school and area residents were also concerned with the amount of traffic that would be generated and there have not been any traffic issues because the residents don't drive and visitors typically come after work hours and on weekends when school is not in session. She explained that they have laundry facilities on-site and have a food delivery service that comes during the week and that they can dictate the delivery times. Additionally, they will be providing overflow parking on the site. She explained that while emergency services will come to the facility, but not on a regular basis. She stated that they will provide overflow parking to be used for those times when the facility has an event requiring more parking than what is existing. She commented that they want to protect the outer perimeter trees. Ms. Glauser commented that they are not opposed to changing the ingress and egress and would discuss with city staff. Ms. Glauser further testified that at their other facility they don't get many visitors and if they do, it is usually on the weekend. She stated during the week it is quiet and people who do visit, parking is available. She stated that with the other facility they have not had a problem with parking and explained when a resident is accepted at the facility, the resident is told that they are not allowed to drive.

Mindy Weber, 2900 Government Way #78:

Ms. Weber read a letter of support from the school district. She stated that there has been a lot of thought to the design of this project especially parking, and they have incorporated additional parking going over what city staff recommended for the project. She stated that at project build out 10 – 12 employees will arrive for work between 6:00 and 7:00 a.m. A second shift change will occur between 3:00 and 4:00 p.m. with fewer employees working the night shift. She explained that they designed their shift schedule to not coincide with the school's schedule.

The majority of the residents get visitors on the weekend rather than during the week. She feels that an assisted living facility will be a good fit on this property.

David Vaughn, 5811 St. Croix:

Mr. Vaughn testified that he was opposed when he came but after hearing the applicant's presentation, he is swinging towards neutral. He testified that he is concerned over the impacts of the development on groundwater and on utilities, such as water and sewer. He testified that he was concerned about delivery of commercial goods to the property would be a negative impact to the existing traffic problem.

Rodger Mott, 5783 St Croix:

Mr. Mott testified that the ingress/egress point for the facility is across the street from the driveway for the school, which could be a problem with pickups and drop offs at the school.

Mike Bacon, 2899 Versailles:

Mr. Bacon testified that the proposed development is a nice looking facility, but in the wrong location. He presented a picture of the area showing how traffic is congested at pick up time when school gets out. He testified that this happens twice a day at pick up and drop off times for about 45 minutes each and he is concerned with people who visit the facility and the impact of traffic in the area and emergency services responding to an emergency and would like to see changes to the driveway locations.

Joshua Peterson, 5770 N. La Rochelle Drive:

Mr. Peterson testified that he is concerned that once the zone is approved, it stays with the property forever and questioned what happens if the applicant changes their mind and the project doesn't happen and also voiced concern regarding traffic.

Andrew Break, 2536 Versailles:

Mr. Break testified that he is a single parent and is concerned with the amount of traffic this project will generate. He feels this is a great project but not appropriate for this area because of traffic, parking concerns among others.

Lori Varbero, 901 S. Four Winds Road:

Ms. Varbero testified that she works at the Four Seasons as the business manager and stated that this it is a great facility. She feels that the applicant will provide a facility that will enhance this neighborhood and is a win/win for the community.

Gary Weber, 2590 W. Versailles:

Mr. Weber testified that he has concerns with the already congested traffic in the area and removing the trees on the lot.

James Costello, 2830 W. Tours Drive:

Mr. Costello testified that if facility is like the Four Seasons facility he is for it.

Rodger Martinson, 5822 Belleville Drive:

Mr. Martinson testified that he feels the facility would be a plus to the neighborhood but has concerns with traffic if this project is approved.

Dean McConnachie, 732 S. Canal Street:

Mr. McConnachie testified that he feels this requested zoning is consistent with the zoning of the adjacent uses and the Coeur d'Alene Place development. He testified that while there is a traffic area because of the school, the staff changes and visitors to the residents are at different hours that will not conflict with school hours.

Todd Butler, 401 S. 18th:

Mr. Butler testified that he designed the site plan for the project and feels that this zone change is compatible with this area because the area is mixed use and is primarily R-8 and that this type of use makes a good buffer for residential areas. He agrees that there is a traffic problem but this use will have very limited additional traffic impacts.

John Kelley, 801 Bancroft:

Mr. Kelley testified that the Prairie trail crossing in the area needs to be protected.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

We find that the proposed zone change is in conformance with the Comprehensive Plan as follows:

The property in question is within the Ramsey – Woodland neighborhood within the stable established land use designation. Stable established areas are those areas where “the character of neighborhoods has largely been established and, in general, should be maintained.” Additionally, “the general land use” is “not expected to change greatly within the planning period.”

Within the Ramsey – Woodland neighborhood, the comprehensive plan anticipates both single family and multi-family housing types and indicates that overall density may approach three to four units per acre with pockets of higher density and multi-family units in compatible areas. In determining whether the subject property is as area where a pocket of higher density would be allowed, we look to the

zoning of the surrounding properties to determine if the requested R-8 zone is compatible. In this case, the subject property is completely surrounded by commercial and civic uses (mini-storage, zoned C-17, to the north, a school, zoned R-1, to the east, professional offices, zoned C-17 (across the Prairie Trail) to the south and west. It is also in close proximity to a multi-family development that is zoned R-17 and is situated between Kathleen Avenue, an arterial, and the R-8 PUD zoned Coeur d'Alene Place subdivision. Given that, we find that this is an appropriate location for a pocket of higher density and/or multi-family development in the Ramsey –Woodland neighborhood since the requested zoning is compatible with the surrounding uses and is an inappropriate location for low density residential because of its proximity to more intense land uses.

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

The staff report indicates that adequate sewer, water, police and fire services are available for the subject property. Additionally, the staff report indicates that street system is fully developed in this area. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

B10. That the physical characteristics of the site do make it suitable for the request at this time.

Based on the staff report, we find that the site is essentially flat, with no topographical or other physical features that would make development in accordance with an R-8 zone unsuitable. While the site is heavily forested and several people testified regarding their desire to see the trees, remain, there are no city regulations that prohibit clearing trees for development. As such, as such we find that the physical characteristics of the site do make it suitable for the requested zoning.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses.

With regard to neighborhood character and existing land uses, we find that there would be no adverse impact on the surrounding neighborhood. As noted in the comprehensive plan analysis above, this surrounding area contains civic commercial, multi-family and single family uses.

As noted above, the requested R-8 zoning is less intense than all of the immediately surrounding properties and allows essentially the same intensity as the R-8 PUD zoned residential neighborhood to the north. As such, the traffic generated by the uses allowed in the R-8 zone, should be similar to that created by the surrounding areas because the zoning is compatible. Additionally, the subject property is bordered by two streets that meet current city right of way width standards. Further, the traffic generated by the intended use of the property, will be at hours that do not conflict with the major traffic generator in the area (Woodland Middle School).

Given that, we find that the project will not create an adverse traffic impact on the surrounding neighborhood.

C. ORDER: CONCLUSION AND DECISION

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


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

ROLL CALL:

Commissioner Evans	Voted Aye
Commissioner Luttropp	Voted Aye
Commissioner Messina	Voted Aye

Commissioner's Soumas and Bowlby were absent.

Motion to approve carried by a 3 to 0 vote.


CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on March 20, 2012, and there being present a person requesting approval of Item: ZC-1-12, a request for a zone change from R-1 (Residential at 1 unit/acre) to R-8 (Residential at 8 units/acre) zoning district.

APPLICANT: RON GLAUSER

LOCATION: +/- 5.7 ACRE PARCEL AT 2101 ST. MICHELLE DRIVE

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

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

- B1.** That the existing land uses are Residential, Commercial, Civic and vacant land.
- B2.** That the Comprehensive Plan Map designation is Stable Established.
- B3.** That the zoning is R-1 (Residential at 1 unit/acre).
- B4.** That the notice of public hearing was published on, March 3, 2012, which fulfills the proper legal requirement.
- B5.** That the notice of public hearing was posted on the property on, March 9, 2012, which fulfills the proper legal requirement.
- B6.** That 40 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 2, 2012.
- B7.** That public testimony was heard on March 20, 2012 .
- B8.** That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

Criteria to consider for B9:

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

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

Criteria to consider for B10:

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

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

Criteria to consider for B11:

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

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, PLANNER
DATE: MARCH 20, 2012
SUBJECT: ZC-2-12 - ZONE CHANGE FROM R-12 TO R-12 DO-E
LOCATION: +/- 0.152 ACRE PARCEL AT 802 E. YOUNG AVE.

APPLICANT:
Stu & Callie Cabe
501 S. 7th St.
Coeur d'Alene, ID 83814

DECISION POINT:

Stu and Callie Cabe are requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to R-12 DO-E (Residential at 12 units/acre included in the Downtown-East infill overlay district). The request would change the development rights of the property to what is currently allowed within the DO-E district. The R-12 zoning would still dictate the uses allowed by right.

BACKGROUND INFORMATION:

The subject property is located at the southeast corner of S. 8th St. & E. Young Ave. It is comprised of a lot and a half and measures 60' x 110' in size (6600 sq. ft.).

According to the applicant the property was constructed in 1900. The property was converted sometime (no records found) into a four-plex and is currently billed as multi-family for utilities. The garage was built in 1959 according to permit records.

There are no known previous action(s) on this parcel.

GENERAL INFORMATION:

The DO-E designation would change the development rights of the property from traditional R-12 to R-12 DO-E. The infill overlay district has unique rules for development. The amount of structure square footage allowed on the property is determined by the size of the parcel which can be influenced by providing specific major or minor amenities to obtain "bonus" floor area. This is known as Floor Area Ratio (FAR).

Based on current standards the following breakdown will highlight the major differences in development for the subject property:

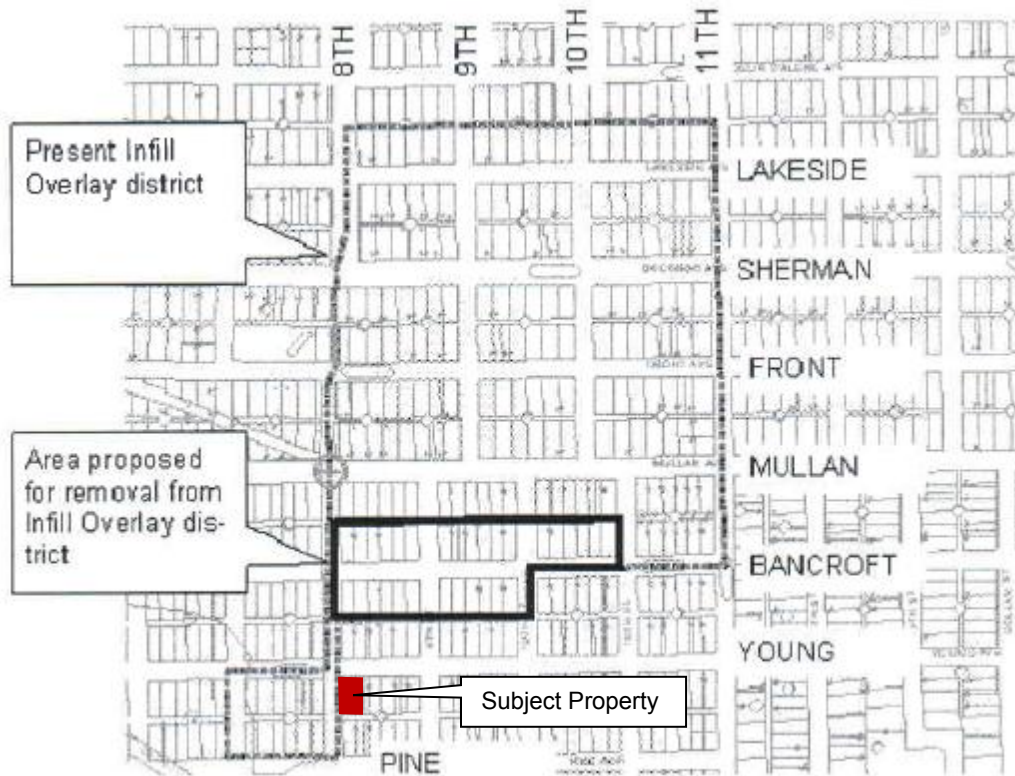
Current R-12

Single Family
2 off-street paved parking stalls
32 foot max height
No roof pitch requirement (principal)
20' front & 10' side yard setback

Proposed R-12 (DO-E)

Limited by FAR (0.5- 1.0 multiplier)
Parking provided per code for each unit
35 foot max height
4/12 to 12/12 pitch required for new construction
10' front & 10' street side yard setback

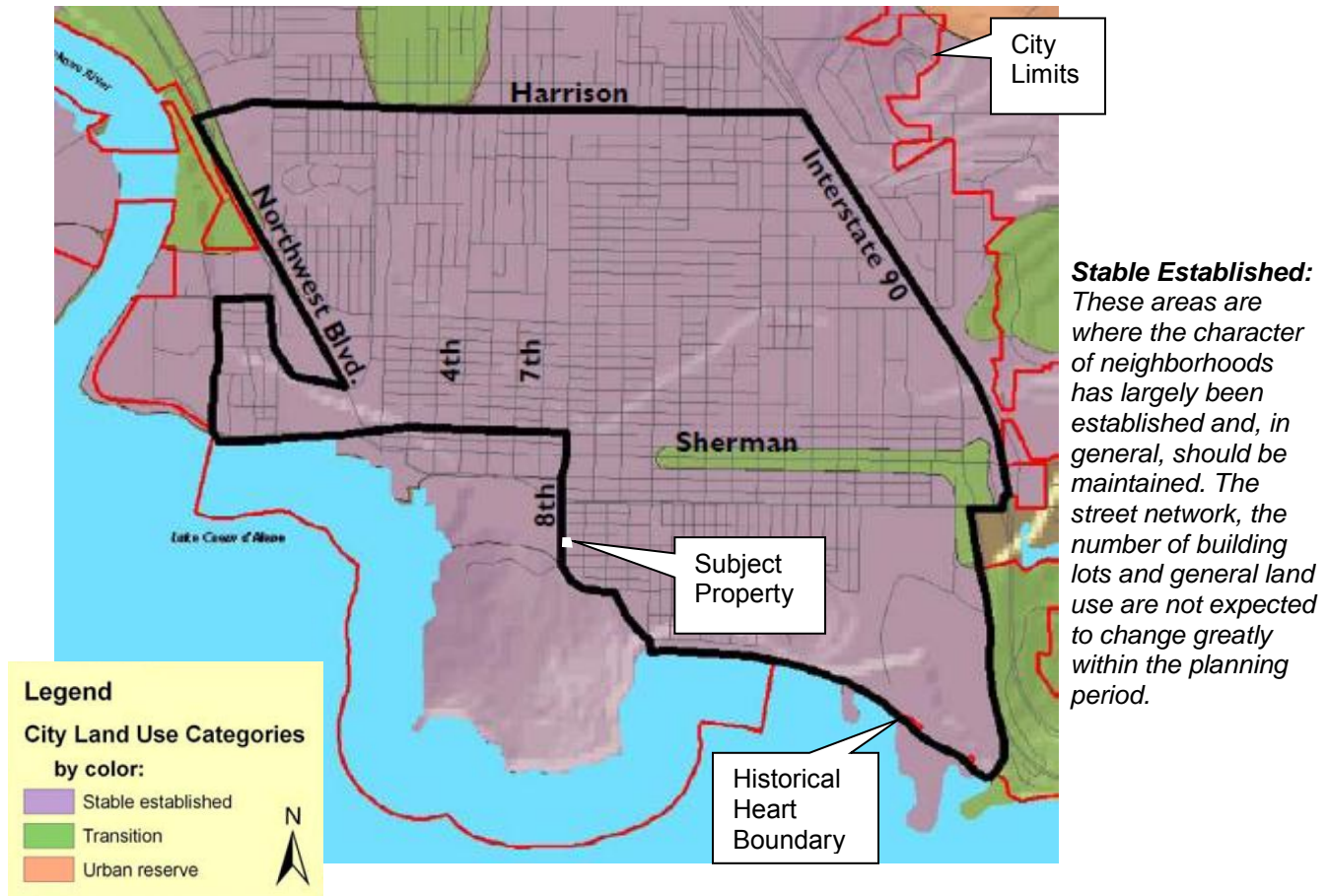
The property has been adjacent to the DO-E boundary since its creation in 2004. The boundary was adjusted in 2007 as shown below:



The applicant's justification for the zone change request is attached for your review.

REQUIRED FINDINGS:

- A. **Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.
1. The subject property is within the existing city limits.
 2. The City Comprehensive Plan Map designates this area as Historical Heart – Stable Established:



Historical Heart Tomorrow

Increased property values near Lake Coeur d'Alene have intensified pressure for infill, redevelopment, and reuse in the areas surrounding the downtown core. Stakeholders must work together to find a balance between commercial, residential and mixed use development in the Historic Heart that allows for increased density in harmony with long established neighborhoods and uses. Sherman Avenue, Northwest Boulevard and I-90 are gateways to our community and should reflect a welcoming atmosphere. Neighborhoods in this area, Government Way, Foster, Garden, Sanders Beach, and others, are encouraged to form localized groups designed to retain and increase the qualities that make this area distinct.

The characteristics of Historical Heart neighborhoods will be:

- That infill regulations providing opportunities and incentives for redevelopment and mixed use development will reflect the scale of existing neighborhoods while allowing for an increase in density.
- Encouraging growth that complements and strengthens existing neighborhoods, public open spaces, parks, and schools while providing pedestrian connectivity.
- Increasing numbers of, and retaining existing street trees.
- That commercial building sizes will remain lower in scale than in the downtown core.

COMPREHENSIVE PLAN GOALS & OBJECTIVES:

Goal #1: Natural Environment

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

Objective 1.05

Vistas:

Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.

Objective 1.06

Urban Forests:

Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.

Objective 1.12

Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Goal #2: Economic Environment

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

Objective 2.05

Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

Goal #3: Home Environment

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

Objective 3.01

Managed Growth:

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.05

Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.07

Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

Objective 3.10

Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

Objective 3.11

Historic Preservation:

Encourage the protection of historic buildings and sites.

Goal #4: Administrative Environment

Our Comprehensive Plan advocates efficiency and quality management in city government.

Objective 4.06

Public Participation:

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

Evaluation:

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

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

SEWER:

The existing wastewater collection and treatment system is adequate for the proposed zone change for this parcel.

-Submitted by Jim Remitz, Utility Project Manager

WATER:

Service is already provided to the lot.

-Submitted by Terry Pickel, Assistant Water Superintendent

STORMWATER:

Off-site stormwater is currently contained in the City hard pipe system located in the adjoining streets. Any requirements for on-site containment would be addressed at the time of building permit submittal for the site. No changes are required at this time.

STREETS:

All streets adjoining the subject property are developed to City standards. Any alterations or improvements that may be required would be addressed at the time of building permit submittal for the site. No changes are required at this time.

-Submitted by Chris Bates, Engineering Project Manager

FIRE:

The Fire Department has no issues with the zone change request.

-Submitted by Brian Keating, Fire Inspector

Evaluation: City Council must determine, based on the information before them, whether or not the public facilities and utilities are adequate for the request.

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

There are no topographical or other physical constraints that would make the subject property unsuitable for the request.

AERIAL & OBLIQUE PHOTOS:



PHOTOS OF SUBJECT PROPERTY:

Front of residential property (Young Ave & 7th St looking SE)



Front of residential property showing garage at rear (Young Ave. looking south)



Side of residential property (7th St looking east)



Rear of residential property (7th St & alley looking NE)



Evaluation: *City Council must determine, based on the information before them, whether or not the physical characteristics of the site make it suitable for the request at this time.*

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

TRAFFIC:

The proposed zone change will not impact traffic generation from the subject property.

NEIGHBORHOOD CHARACTER:

From 2007 Comprehensive Plan:

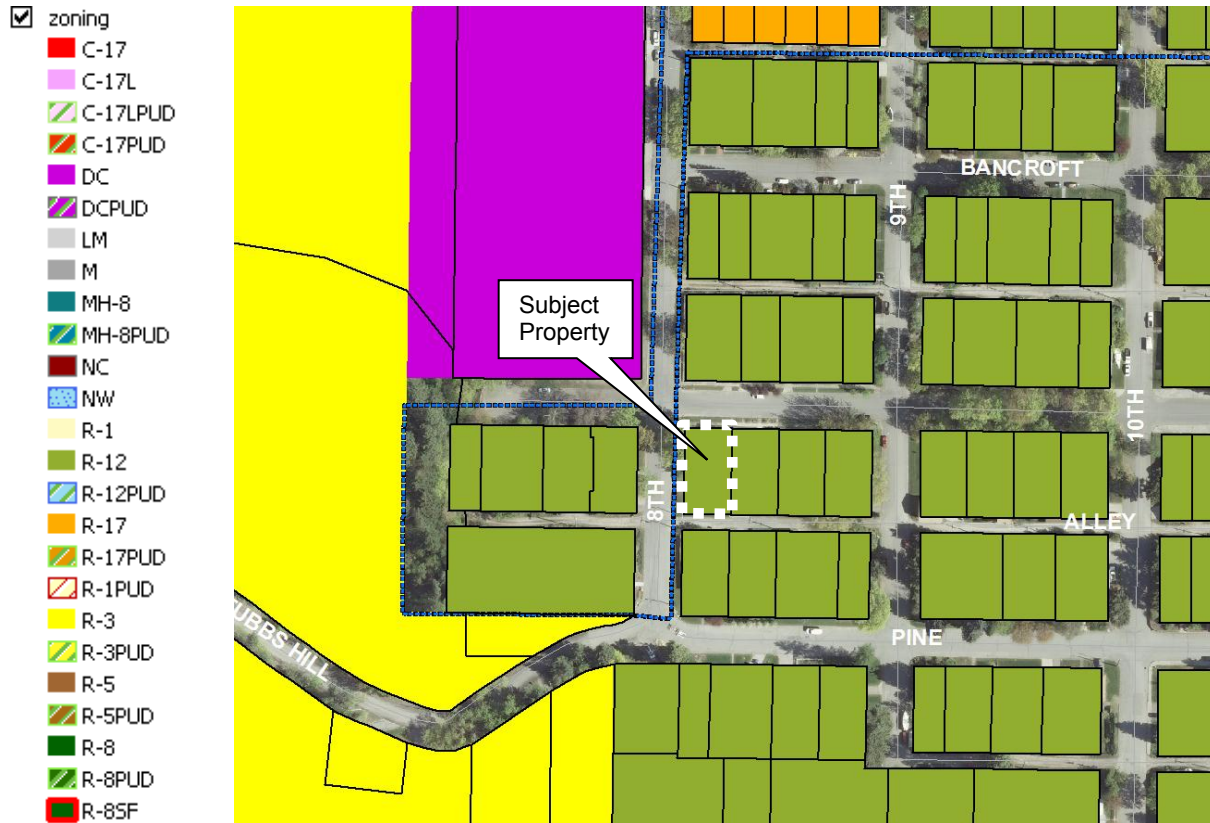
Historical Heart Today

The historical heart of Coeur d'Alene contains a mix of uses with an array of historic residential, commercial, recreational, and mixed uses. A traditional, tree-lined, small block, grid style street system with alleys is the norm in this area. Neighborhood schools and parks exist in this location and residents have shown support for the long term viability of these amenities. Focusing on multimodal transportation within this area has made pedestrian travel enjoyable and efficient.

Widely governed by traditional zoning, there are pockets of infill overlay zones that allow development, based on Floor Area Ratio (FAR). Many other entities and ordinances serve this area to ensure quality development for generations to come.

Numerous residential homes in this area are vintage and residents are very active in local policy-making to ensure development is in scale with neighborhoods.

ZONING:



Zoning ordinance considerations:

Approval of the zone change request could intensify the potential use of the property by increasing the allowable density by right from 1 unit to a Floor Area Ratio (FAR) as defined in the infill overlay codes.

R-12 Zoning District:

Uses permitted by right:

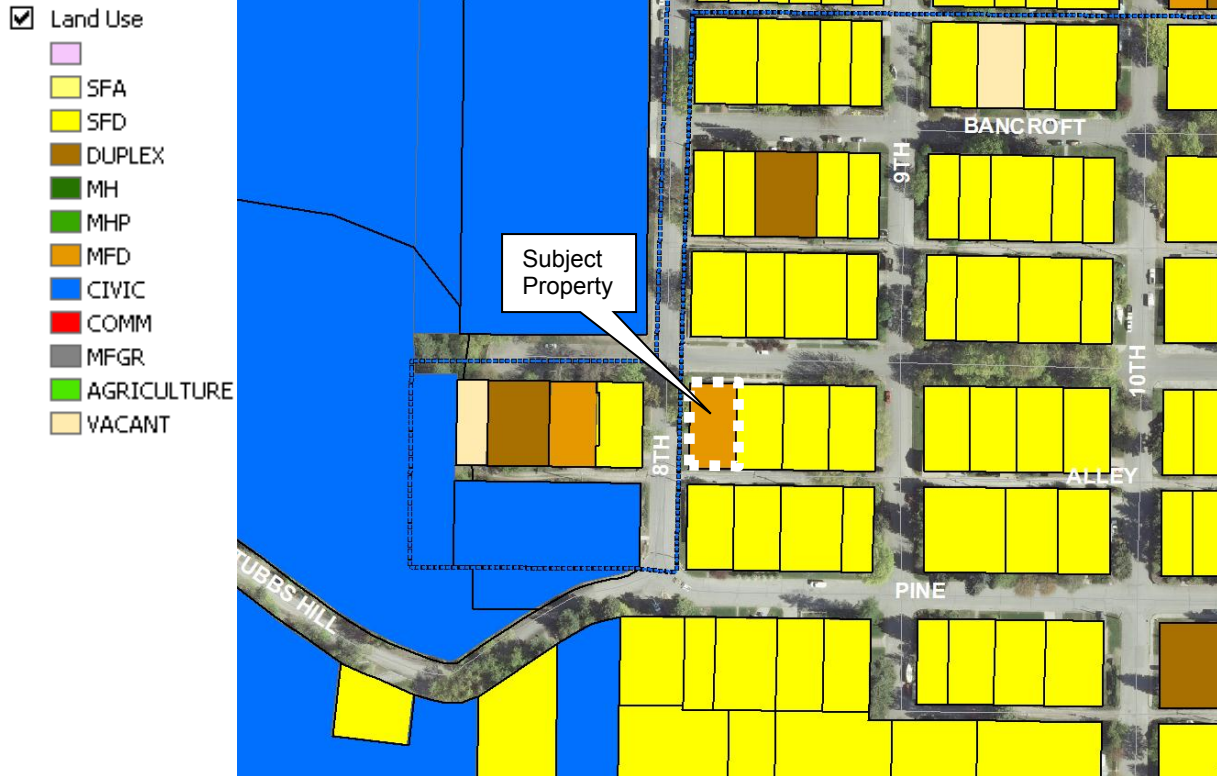
- Administrative
- Duplex housing
- Essential service (underground)
- Home occupation
- Neighborhood recreation
- Pocket residential development
- Public recreation
- Single-family detached housing

Uses permitted by special use permit:

- Boarding house
- Childcare facility
- Commercial film production

- Commercial recreation
- Community assembly
- Community education
- Community organization
- Convenience sales
- Essential service (aboveground)
- Group dwelling - detached housing
- Handicapped or minimal care facility
- Juvenile offenders facility
- Noncommercial kennel
- Religious assembly
- Restriction to single-family only

GENERALIZED LAND USE PATTERN:



Existing/adjacent land uses:

- Residential – single-family, multi-family
- Civic – Tubbs Hill, City Hall, McEuen Field
- Vacant parcels

Evaluation: *City Council must determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

APPLICABLE CODES AND POLICIES:

UTILITIES:

All proposed utilities within the project shall be installed underground.

All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.

STREETS:

An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER:

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

PROPOSED CONDITIONS:

None

ORDINANCES & STANDARDS USED FOR EVALUATION:

2007 Comprehensive Plan
Transportation Plan
Municipal Code
Idaho Code
Wastewater Treatment Facility Plan
Water and Sewer Service Policies
Urban Forestry Standards
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices
2010 Coeur d'Alene Trails Master Plan

ACTION ALTERNATIVES:

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



December 29, 2011
City of Coeur D Alene Planning Commission
Planning Department
710 E. Mullan Avenue
Coeur D Alene, Idaho 83814

Stu Cabe
501 South 17th Street
Coeur d Alene, Idaho 83814

PHONE
503.730.2659 cell
208.292.4516 home

EMAIL
stucabe@aol.com

Dear Planning Commission,

We are applying for a zone change from R-12 to DC (DO-E) at the following address:

**802 East Young Avenue
Coeur D Alene, Idaho 83814**

This property was built in 1900 and has had many different looks in it's nearly 112 year existence. It began as a single family home, then became a duplex, and for more than 4 decades, it has been used as a non-conforming 5-Plex. The house has a long history of poor maintenance, transient living and neighbor frustration. As the new owners, it is our intention to forever change the way in which this property is used (and viewed), transitioning it from the "eyesore of the neighborhood" to the shining jewel it once was.. 80% of the original exterior structure will remain in tact, preserving the architectural design of its era, maintaining the overall integrity and history of the time period in which it was built. And although it will never be original, it can once again be exceptional.

It is our intention to repurpose this property into a professional grade duplex, with a high quality one bedroom suite on each level. Based upon the 2007 Comprehensive plan, this type of property fits perfectly into the city plans for growth and expansion within the design of the city's over arching goals. By re-zoning from R-12 to DC (DO-E), the property at 8th and young is afforded setback flexibility, long term conforming to city ordinances and a variety of living possibilities removing the need for variances, special requests and non-conforming living conditions. The current DC (DO-E) city zoning is literally across the street, and in the past, this property was actually INCLUDED in the DC (DO-E). It is very much in line with surrounding properties and is by know means an anomaly.

Preliminary discussions with personnel in the city building/planning department (Keith Clemans and Sean Holm) have proven positive, if not supportive, in exploring the re-zoning process as they (Keith and Sean) are very familiar with this particular property and its long history with the city. Last year, a conversation with the city attorney also proved positive as the city attorney was in support of our plans to build a duplex, even under the restricted R-12 zoning. Re-zoning to DC (DO-E) is a natural fit for both short and long term use of this property under the 2007 Comprehensive pan as supported in the next paragraph.

Objective 3.11

Historic Preservation:

Encourage the protection of historic buildings and sites.

It is our intention to maintain better than 80% of the original structure of this building, keeping true to the era and time period in which it was built (1900's). Re-Zoning will promote reconstruction to be done correctly, allowing for the flexibility to enhance the structure both esthetically and functionally without the limitations of R-12 zoning. The plans for this homes reconstruction will show that the historic look and feel will remain in tact as intended by the owner, the architect and engineer.

Objective 3.09 Housing:

Establish incentives and proscriptive ordinances to ensure the beauty, safety, and value of our neighborhoods.

For over 4 decades, this residence has been the "eyesore" of the neighborhood with deferred maintenance, piece meal remodeling and a transient rental history. A zone change to DC (DO-E) would allow for proper repurposing, conforming to all current city ordinances and increasing the safety of the neighborhood while taking its place as one of the outstanding properties in the neighborhood. It will most certainly increase the value and prestige of all of the surrounding properties.

Objective 3.07 Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

*The location of this property promotes and supports a "pedestrian" lifestyle. Walking to shops, attractions and all recreational opportunities will be encouraged. Perhaps the single greatest reason for the rezoning of 8th and young is the Mceuen Park revitalization project. This home will be a **prominent and visible structure** from the park as it sits across the street and will be highly recognizable as the "little white house on the hill". Re-zoning this property will compliment the diverse mix of retail, commercial, multi-family and single family neighborhood climate in existence while simultaneously supporting the rich and eclectic neighborhood in which it resides.*

Objective 3.05 Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

This property has a long history as "non-conforming" multi family housing. The re-zoning of this property to DC (DO-E) will preserve and protect Objective 3.05 by maintaining the nature of neighborhood living as compatible with the surrounding properties while preventing future non-conforming living.

Objective 3.10
Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

Re-zoning of this property and the subsequent construction of duplex housing allow for a variety of housing options, from short term workforce housing to long term traditional rental property. This particular design allows for a duplex or single family home through the use of an accessible door, giving it multiple living possibilities.

In conclusion, we are requesting the re-zoning of the property at 8th and Young from R-12 to DC (DO-E) in support of the 2007 Comprehensive Plan for the next 20 years. The short and long term use of this property is better met with this re-zoning change and will allow for remodeling/reconstruction to be done correctly from the beginning without limiting, if not debilitating compromise. Overall compliance is met and will continue to be for years to come.

Thank you very much.

Sincerely,

Stu and Callie Cabe

208-292-4516

Applicant: Stu and Callie Cabe
Location: 802 E. Young
Request: A requested zone change from R-12 (Residential at 12 units/acre) to R-12 DO-E zoning district
QUASI-JUDICIAL (ZC-2-12)

Planner Holm presented the staff report, gave the mailing tally as 3 in favor, 2 opposed, and 3 neutral and answered questions from the Commission.

Chairman Jordan inquired how this zone change would affect the project, if approved.

Planner Holm explained that the applicant wants to put a deck on the second level of the home, which is not allowed because of the height restriction in the R-12 zone.

Commissioner Luttropp noted when looking at the map in the staff report, that the DOE boundary goes down 8th street and questioned why a portion of the eastside of 8th street was omitted.

Assistant Attorney Wilson explained that a few years ago the East Mullan Neighborhood requested that their area be omitted from the DOE district, because the limitations within that boundary were too dense for their neighborhood.

Todd Walker, applicant representative, 10444 Lakeview Drive, designer for the project explained that the owner is requesting this zone change to construct a deck on the second story so the resident living in the top apartment can go outside. He added that the house was built over 100 years ago and still has a carriage entrance in the back of the home that the owner would like to place a deck and lattice work along the existing entry way. The intent of the owner is to clean the property up and restore the home so it will be a better fit in the neighborhood and not an eyesore.

Chairman Jordan commented that he appreciates the applicant's effort, but is concerned that if the owners decide not to do the project that the zone change stays with the property.

Mr. Walker explained that the applicants live down the street from this property and wish to restore the home and not leave the area.

Commissioner Evans inquired if the back deck is constructed, would the people using the deck be able to look in the neighbor's back yard.

Mr. Walker commented that it would be hard to see into the other yard and explained that the grass is tall and level with the back of the house so it would be impossible to see the neighbor's back yard.

Carl Wickman, 810 Young Avenue, commented that he lives next-door to this property and concurs that this property is not a pretty site and appreciates the Cabe's efforts to clean it up. He stated that he is concerned if the zoning is approved, it would allow the owner to be able to put in another apartment. He feels this is a single-family neighborhood and hopes it stays that way.

Commissioner Luttropp inquired if a variance would be a better choice.

Assistant City Attorney Wilson stated that a variance may be granted only upon showing an undue hardship due to unique site characteristics like a huge rock that needs to be moved. This property does not meet any of those criteria, so a variance would not work.

Commissioner Luttropp commented that he is struggling with a decision to approve or not and feels from listening to previous testimony from the applicant, that this would be an improvement to the home, but is not comfortable with changing the zone.

Commissioner Evans stated she concurs and is also on the fence about the zone request.

Moria Balsey, 810 E. Pine Avenue, commented that she agrees that the property needs improvement, but is concerned about the potential of having a duplex on the property if the zone change is granted .

Rebuttal:

Mr. Walker explained that the intent of the applicant is to clean the property up by omitting the five existing apartments in the home. Their desire is to restore the home to its original historical features and be a nice addition to the neighborhood. He feels that if the property burned down, the applicants would rebuild the home as it sits on the property today.

Chairman Jordan inquired if the house did burn down under the current zoning, would they be allowed to have a duplex.

Planner Holm explained that he discussed this with staff and that the applicant would have to reduce the number of tenants, but could remain a duplex.

Commissioner Luttropp stated he could not support this request because of the zone change. And added this is not because of the project or the current owners.

ROLL CALL:

Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttropp	Voted	Nay

Motion to approve carried by a 2 to 1 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on, February 14, 2012, and there being present a person requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to R-12 DO-E (Residential at 12 units/acre included in the Downtown-East infill overlay district).

APPLICANT: Stu & Callie Cabe

LOCATION: +/- 0.152 ACRE PARCEL AT 802 E. YOUNG AVE.

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

(The Planning Commission may adopt Items B1-through7.)

- B1. That the existing land uses are historic residential, commercial, recreational, and mixed uses.
- B2. That the Comprehensive Plan Map designation is Historical Heart –Stable Established.
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, January 28, 2012, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, January 28, 2012, which fulfills the proper legal requirement.
- B6. That 24 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, January 27, 2012, and 7 responses were received: 3 in favor, 2 opposed, and 2 neutral.
- B7. That public testimony was heard on February 14, 2012.
- B8. That this proposal **is** in conformance with the Comprehensive Plan policies as follows:
The subject property is within city limits designated as Historical Heart-stable established in the 2007 Comprehensive plan.

2007 Comprehensive Plan Goals & Objectives that apply:

Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14 - Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 2.05 - Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

Objective 3.01 - Managed Growth:

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.05 - Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.11 - Historic Preservation:

Encourage the protection of historic buildings and sites.

- B9. That public facilities and utilities **are** available and adequate for the proposed use. This is based on the fact that there is an existing residential structure on the property. This property is served by existing utilities including: Sewer, water, stormwater and streets.
- B10. That the physical characteristics of the site **do** make it suitable for the request at this time because there are no topographical or other physical constraints that would make the property undevelopable. There is currently a structure on the subject property that has been in place for over 100 years.
- B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **and** existing land uses because the existing street system will handle the projected traffic from the site and the residential structure has been in existence for over a century.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of **STU AND CALLIE CABE** for a zone change, as described in the application should be **approved**.

No special conditions applied.

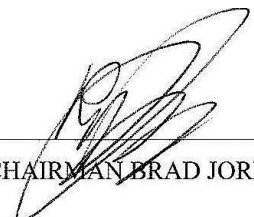
Motion by Messina, seconded by Evans, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Evans	Voted Yes
Commissioner Luttrupp	Voted No
Commissioner Messina	Voted Yes

Commissioners Bowlby and Soumas were absent.

Motion to approve carried by a 2 to 1 vote.


CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on, March 2012, and there being present a person requesting approval of ITEM: ZC-2-12, a request for a zone change from R-12 (Residential at 12units/acre) to R-12 DO-E (Residential at 12 units/acre included in the Downtown-East infill overlay district).

APPLICANT: Stu & Callie Cabe

LOCATION: +/- 0.152 ACRE PARCEL AT 802 E. YOUNG AVE.

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

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

- B1. That the existing land uses are historic residential, commercial, recreational, and mixed uses.
- B2. That the Comprehensive Plan Map designation is Historical Heart –Stable Established.
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, March 3, 2012, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, March 2, 2012, which fulfills the proper legal requirement.
- B6. That 31 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 2, 2012.
- B7. That public testimony was heard on March 20, 2012.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

Criteria to consider for B9:

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

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

Criteria to consider for B10:

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

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

Criteria to consider for B11:

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

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

INFORMATION SECTION
Including
Correspondence
Board, Commission, Committee Minutes

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

FUND	BALANCE 1/31/2012	RECEIPTS	DISBURSE- MENTS	BALANCE 2/29/2012
<u>General-Designated</u>	\$408,184	\$884,151	\$41,777	\$1,250,558
<u>General-Undesignated</u>	8,710,668	1,900,825	3,937,465	6,674,028
<u>Special Revenue:</u>				
Library	340,702	49,734	97,722	292,714
CDBG	(39)	6,300	6,300	(39)
Cemetery	19,043	28,694	14,487	33,250
Parks Capital Improvements	340,209	10,623	10,102	340,730
Impact Fees	2,252,096	7,732		2,259,828
Annexation Fees	15,719	3		15,722
Insurance	1,542,360	3,099	84,498	1,460,961
Cemetery P/C	1,854,528	4,419	720	1,858,227
Jewett House	17,397	127	1,969	15,555
Reforestation	9,377	152	287	9,242
Street Trees	168,921	1,228	600	169,549
Community Canopy	557	281	44	794
CdA Arts Commission	595			595
Public Art Fund	90,848	1,065		91,913
Public Art Fund - LCDC	521,850	87		521,937
Public Art Fund - Maintenance	131,855	22	48	131,829
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	987,464	44,313	180,217	851,560
LID Guarantee	121,607	83		121,690
LID 124 Northshire/Queen Anne/Indian Meadows	167			167
LID 127 Fairway / Howard Francis	4,594	167		4,761
LID 129 Septic Tank Abatement	6,141	1,854		7,995
LID 130 Lakeside / Ramsey / Industrial Park	3,004			3,004
LID 146 Northwest Boulevard	62,110	17,782		79,892
LID 149 4th Street	2,455			2,455
<u>Capital Projects:</u>				
Street Projects	53,781	154	165	53,770
<u>Enterprise:</u>				
Street Lights	9,634	42,066	35,506	16,194
Water	1,028,818	208,566	242,205	995,179
Water Capitalization Fees	1,532,542	8,434		1,540,976
Wastewater	8,546,822	454,661	479,470	8,522,013
Wastewater-Reserved	1,267,791	27,500		1,295,291
WWTP Capitalization Fees	266,215	8,717		274,932
WW Property Mgmt	60,668			60,668
Sanitation	(143,403)	261,444	254,348	(136,307)
Public Parking	771,412	10,544	8,680	773,276
Stormwater Mgmt	238,921	1,335	44,576	195,680
Wastewater Debt Service	-	37,125	37,125	-
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	194,718	176,908	194,718	176,908
LID Advance Payments	310	40		350
Police Retirement	1,442,951	25,309	45,274	1,422,986
Sales Tax	1,604	1,534	1,604	1,534
BID	155,800	4,593		160,393
Homeless Trust Fund	611	505	611	505
GRAND TOTAL	<u>\$33,041,607</u>	<u>\$4,232,176</u>	<u>\$5,720,518</u>	<u>\$31,553,265</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FIVE MONTHS ENDED
29-Feb-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/29/2012	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$199,267	\$85,640	43%
	Services/Supplies	10,645	5,016	47%
Administration	Personnel Services	509,809	212,065	42%
	Services/Supplies	4,560	2,663	58%
Finance	Personnel Services	612,255	251,847	41%
	Services/Supplies	86,480	47,579	55%
Municipal Services	Personnel Services	908,242	373,499	41%
	Services/Supplies	483,894	210,371	43%
	Capital Outlay	13,640		
Human Resources	Personnel Services	214,257	89,800	42%
	Services/Supplies	26,500	5,617	21%
Legal	Personnel Services	1,319,612	550,175	42%
	Services/Supplies	91,533	36,715	40%
	Capital Outlay	60,000		
Planning	Personnel Services	434,394	184,100	42%
	Services/Supplies	23,850	5,155	22%
Building Maintenance	Personnel Services	277,058	116,071	42%
	Services/Supplies	131,207	63,206	48%
	Capital Outlay		26,669	
Police	Personnel Services	8,682,213	3,599,667	41%
	Services/Supplies	804,799	202,105	25%
	Capital Outlay	100,450	203	0%
Fire	Personnel Services	7,177,070	3,052,629	43%
	Services/Supplies	376,013	75,040	20%
	Capital Outlay			
General Government	Services/Supplies	131,750	131,000	99%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services	152,311	63,137	41%
	Services/Supplies	91,507	5,720	6%
	Capital Outlay		34,722	
COPS Grant	Personnel Services	170,843	99,815	58%
CdA Drug Task Force	Services/Supplies	36,700	1,892	5%
	Capital Outlay			
Streets	Personnel Services	1,678,695	680,232	41%
	Services/Supplies	442,075	126,582	29%
	Capital Outlay	50,000	9,723	19%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FIVE MONTHS ENDED
29-Feb-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/29/2012	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	179,604	56,168	31%
	Services/Supplies	40,300	739	2%
Engineering Services	Personnel Services	453,118	188,079	42%
	Services/Supplies	476,125	388,212	82%
	Capital Outlay			
Parks	Personnel Services	1,267,823	405,541	32%
	Services/Supplies	417,750	99,931	24%
	Capital Outlay	9,000		
Recreation	Personnel Services	628,342	225,881	36%
	Services/Supplies	135,000	57,147	42%
Building Inspection	Personnel Services	685,687	280,482	41%
	Services/Supplies	21,545	7,221	34%
Total General Fund		<u>29,615,923</u>	<u>12,058,056</u>	<u>41%</u>
Library	Personnel Services	1,020,775	403,727	40%
	Services/Supplies	173,850	79,132	46%
	Capital Outlay	90,000	23,496	26%
CDBG	Services/Supplies	297,600	64,486	22%
Cemetery	Personnel Services	164,489	47,437	29%
	Services/Supplies	84,975	28,241	33%
	Capital Outlay			
Impact Fees	Services/Supplies	925,000	68,560	7%
Annexation Fees	Services/Supplies	133,000	133,000	100%
Parks Capital Improvements	Capital Outlay	676,600	143,923	21%
Insurance	Services/Supplies	234,000	120,242	51%
Cemetery Perpetual Care	Services/Supplies	98,000	40,576	41%
Jewett House	Services/Supplies	17,790	6,499	37%
Reforestation	Services/Supplies	3,000	27,006	900%
Street Trees	Services/Supplies	75,000	5,700	8%
Community Canopy	Services/Supplies	1,200	61	5%
CdA Arts Commission	Services/Supplies	6,650	7	0%
Public Art Fund	Services/Supplies	189,600	18,703	10%
KMPO	Services/Supplies	350,000		
Total Special Revenue		<u>4,541,529</u>	<u>1,210,796</u>	<u>27%</u>
Debt Service Fund		<u>1,500,680</u>	<u>184,673</u>	<u>12%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FIVE MONTHS ENDED
29-Feb-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/29/2012	PERCENT EXPENDED
River / NW Blvd Intersection	Capital Outlay	1,750,000		
Govt Way - Dalton to Hanley	Capital Outlay	2,700,000	2,406	0%
Govt Way - Hanley to Prairie	Capital Outlay	418,000		
Govt Way - sewer & water LID	Capital Outlay			
Howard Street - North	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay		1,095	
15th Street - Harrison to Best	Capital Outlay		19,342	
McEuen Field Project	Capital Outlay	2,677,000		
Kathleen Avenue Widening	Capital Outlay	25,000		
Total Capital Projects Funds		<u>7,570,000</u>	<u>22,843</u>	<u>0%</u>
Street Lights	Services/Supplies	575,021	206,234	36%
Water	Personnel Services	1,589,394	637,152	40%
	Services/Supplies	3,987,557	447,578	11%
	Capital Outlay	1,817,500	275,617	15%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,271,589	899,081	40%
	Services/Supplies	6,875,920	636,307	9%
	Capital Outlay	7,538,880	1,405,949	19%
	Debt Service	1,073,110	536,512	50%
WW Capitalization	Services/Supplies	802,750		
Sanitation	Services/Supplies	3,229,772	1,310,678	41%
Public Parking	Services/Supplies	177,957	122,813	69%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	435,690	185,025	42%
	Services/Supplies	681,938	158,405	23%
	Capital Outlay	300,000	27,217	9%
Total Enterprise Funds		<u>32,207,078</u>	<u>6,848,568</u>	<u>21%</u>
Kootenai County Solid Waste		2,200,000	731,932	33%
Police Retirement		194,000	80,756	42%
Business Improvement District		137,200	40,000	29%
Homeless Trust Fund		6,100	2,043	33%
Total Fiduciary Funds		<u>2,537,300</u>	<u>854,731</u>	<u>34%</u>
TOTALS:		<u>\$77,972,510</u>	<u>\$21,179,667</u>	<u>27%</u>

CORRESPONDENCE

Ron Dayton, 28281 N, Ramsey Rd. Good Evening Mayor, council & guests

An un-informed public has negative results

I credit the loss of a Public Vote at the last council meeting to a lack of understanding by the majority of the CDA community. Many underhanded transactions have taken place over the past few years by high rollers in the community. Some of which you may not be aware of. Let's start with Hagadon: Thirty years ago, when I moved to this area, I was very impressed with the waterfront and all the facilities for boaters, swimmers, and folks who just liked to hang out in the parks. Little did I know this was all about to change. First thing was the buy out of Templins, sure, push them down the river, then came Murphies, With no regard to the past history of the area, let's get rid of Murphies Landing, forget about Murphy now, we got the board walk built. and while we are at it let's destroy Rutledge Mill Oh, if we could only have Tubbs Hill! Well that didn't happen thank god, Art Manley, George Lymen, Tom Kane, and others. Hagadon decided to improve Sherman, let's see, I want to drive from my mansion on Stanley hill to my office with my Rolls and see Dawaniams and street lights. Who cares about either side a block away with the town falling apart. But I will have a nice drive to work. I can fence off the golf course so only my out of town guests will enjoy the view. Gee, if I could only put a Hagadome over the city, we could re name the town Coeur A De-wane. I don't want to deal with the boaters and the boat launch so I will close off the east end of the hotel and create a fire hazard for guests in the conference rooms. I can sell off my bug infested log home to Rocky and build a new mansion on the lake. I can sell off my 50 Million \$ yacht which I can't drive out of the harbor. I guess I can barge it to the Riviera. Does the greed ever stop?

We have a real problem here in town with "conflict of interest" On the council, we have Mike Kennedy working for an other high roller Steve Meyer who owns land next to the park. And we have Goodlander who sits on the LCDC board. Mayor Bloom who has a business near the park who stands to gain from the Mcuen project. These folks need to disqualify themselves from anything to do with the park. I mentioned Steve Meyer, Let me tell you about this high roller as well. I worked for Steve for seven years at the mold shop in the industrial park. The economy was down like it is now and the shop was struggling, so what does Steve do, instead of staying in town and helping to improve business, he takes a world tour, he goes to Europe with all the \$ and lets the shop flounder. When he returns, he closes the doors with no notice and lays off the whole crew. This is typical of the underhanded, selfish, conduct of some of the local business men. it's time to take the city back and put a council in place that will work with the people and stop feathering their own nest. I hope this will shed some light on the city's needs. We need an overhaul so we can put some folks on the council who truly have the will of the community at heart. The lack of a public vote was illegal, dis-honest, and is an insult to us all. BIG changes are coming ! Please join us and help give the city back to the people.

Thank you for your time. RD