

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

**AGENDA**

**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.**

**FEBRUARY 21, 2017**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Pastor Paul Peabody, Grace Bible Church

**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. Ignite CDA Annual Report

**Presented by: Tony Berns, Executive Director Ignite CDA**

**F. CONSENT CALENDAR:** Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilperson that one or more items be removed for later discussion.

1. Approval of Council Minutes for the February 7, 2017 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the General Services & Public Works Committee Meeting Minutes held on February 13, 2017.
4. Setting of General Services and Public Works Committees meetings for February 27, 2017 at 12:00 noon and 4:00 p.m. respectively.



5. Setting of a Public Hearing on March 7, 2017 for V-17-1, Vacation of alley right-of-way within a portion of Block 4 of the Kootenai Addition
6. **Resolution No. 17-010-**
  - a. Approval of Personnel Rule Amendment – Addition of Community Development Specialist to the City’s Classification and Compensation Plan  
**As Recommended by the General Services Committee**
  - b. Approval an Agreement with Avista Corporation for Electric Service for the AWTF Tertiary Treatment Phase 2 Project  
**As Recommended by the Public Works Committee**

**G. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 3 minutes to address the 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.)

#### **H. ANNOUNCEMENTS**

1. **City Council**
2. **Mayor**

#### **I. GENERAL SERVICES:**

1. **Council Bill No. 17-1004** - Proposed Repeal of the Pocket Residential Development Ordinance

**Staff Report by Hilary Anderson, Community Planning Director**

2. Declaration of zero value and intent to convey property to Lakes Highway District, the City of Hayden and the City of Dalton Gardens property located along Government Way and set a public hearing for March 7, 2017.

**Staff Report by Mike Gridley, City Attorney**

#### **J. PUBLIC WORKS:**

1. **Resolution No. 17-011-** Approval of an agreement with Big Sky Development for the 2017 Open Trench Project.

**Staff Report by Mike Becker, Wastewater Utility Project Manager**



2. **Resolution No. 17 -012-** Approval of a Contract with JUB Engineering, Inc. for engineering and consultant services for Phase II of the new water system improvements.

**Staff Report by Terry Pickel, Water Superintendent**

**K. OTHER BUSINESS**

1. Preliminary Parking Garage Design – Coeur d’Alene Avenue between 3<sup>rd</sup> and 4<sup>th</sup> Streets

**Presented by: Dick Stauffer, Miller Stauffer Architects**

2. Consent Calendar Discussion

**Presented by: Renata McLeod, Municipal Services Director**

**L. PUBLIC HEARINGS**

1. (Legislative) A-1-17 - A proposed annexation from County Agriculture Suburban to City R-3 (Residential at 3 units/acre) zoning at N. of Thomas Lane, requested by: Aspen Homes, LLC.

**Staff Report by Mike Behary, Planner**

**M. ADJOURNMENT:**

***This meeting is aired live on CDA TV Cable Channel 19***



# Coeur d'Alene

## CITY COUNCIL MEETING

*February 21, 2017*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Council Members Edinger, English, Evans, Gookin, McEvers, Miller**



# PRESENTATIONS





**To: Mayor & City Council, Coeur d'Alene, Idaho**

**From: Scott Hoskins, Chair, ignite cda Board of Directors**  
**Tony Berns, ignite cda Executive Director**

**Re: ignite cda 2016 Annual Report**

In accordance with annual reporting provisions of the Idaho code (Title 50, Chapter 20), we are pleased to present the following report for the Coeur d'Alene Urban Renewal Agency, dba ignite cda ("Agency"), activities for the period January 1, 2016 through December 31, 2016. Included in this packet is a fiscal year-end 2016 financial statement setting forth the Agency's assets, liabilities, income and operating expenses.

### **2016 Overview**

The following Agency Vision & Mission statements, along with the listed Agency strategic foci, drive the Agency's business model and guide the development of the Board's annual tactical goals:

***Vision: to be a catalyst for positive change in the creation of an exemplary 21st Century city; a city in which economic prosperity, quality housing and employment opportunities are available to all.***

***Mission: to bring together resources to achieve Coeur d'Alene's vision of a diverse, sustainable community with healthy neighborhoods, a vibrant central city, a strong regional economy, sustainable, superior public open spaces, and quality jobs and housing for all.***



## **ignite cda Strategic (long-term) Goal Foci**

(goals are listed in no specific order of importance)

### ➤ **Education:**

- Facilitate the future utilization of the **Higher Education Campus (HEC)** in partnership with the City, UI, NIC, LCSC, Fort Ground Neighborhood, and other community stakeholders.
  - Including possible ignite cda partnership efforts focused on the **“Four (4) Corner Area”** (defined as the area of publicly owned property adjoining the Government Way, Northwest Blvd. & Fort Grounds Drive intersection, north to the Riverstone development).
  - **Support Facilities:** work with NIC, UI, LCSC and other stakeholders to determine the need for possible HEC support facilities both on the HEC and adjacent to the HEC.
  - **Collaborative Education Facility:** work with NIC, UI and LCSC to bring the Facility Initiative, located on the HEC, to fruition.

### ➤ **Job Creation & Retention**

- Continue partnership efforts with Jobs Plus, City of CDA, Kootenai Health, HEC partnership institutions and private employers to facilitate job creation and retention.

### ➤ **Housing:**

- Ignite cda will play a key support role in helping the City achieve its vision for housing in the community, by pursuing housing opportunities in both the Lake and River Districts.
  - Work with The Housing Company and Idaho Housing & Finance Association to evaluate housing opportunities within the Lake and River Districts.

### ➤ **Public Space: Create New & Enhance Existing Public Space:**

- Partner with **HEC** stakeholders to identify and develop public space opportunities within the HEC area.
  - **Four Corner Area** should be explored for public space opportunities.
- Ignite cda will partner with stakeholders to encourage **connectivity** of existing and new public space.
- Ignite cda will continue efforts to secure long-term public access to the lake and river waterfronts (**e.g. Mill River (Johnson) Park**) and continue to leverage public funds to create new public parks (**e.g. Riverstone Park**).
- **Seltice Way Roadway Improvements** – partner with City and other stakeholders to improve the Seltice Way Roadway to facilitate continued River District growth opportunities.
- Continuing Commitments:
  - Continue dialogue with pertinent stakeholders regarding railroad right-of-way property development and connectivity opportunities from the Four Corner area to Mill River.



- **Public Parking:**
  - Ignite cda, in partnership with the City and the Downtown Association, will help to rationalize and plan for downtown structured parking facilities, possibly including a downtown mixed-use parking facility, and help in rationalizing overall parking needs for the Central Business District (CBD), HEC and Kootenai County campus areas.
- **Midtown Vitalization:**
  - Ignite cda will partner with the City, Midtown property owners, Midtown businesses, Midtown residents, and Midtown stakeholders on opportunities to enhance the vitality of the Midtown area.
- **Downtown Vitalization:**
  - Ignite cda will partner with the City, Downtown property owners, the Downtown Association, Downtown residents and Downtown stakeholders on continued economic support to enhance the vitality of the Downtown; e.g. establishment of viable downtown pocket parks, LID partnership endeavors where appropriate (e.g. CDA Avenue improvements from 1<sup>st</sup> Street eastward).

Following are the Agency's fiscal year 2017 (FY17) annual tactical goals designed to help achieve the aforementioned longer-term Agency strategic goals.

#### **Ignite cda Fiscal Year 2017 (FY17) Tactical Goals**

Theme	Committee Responsible	(District) & Success Measures	Status
Public Space	Acquisition	1) Planning initiated for RR r-o-w acquisitions	Green
	Ad hoc: BJ, DP, JD	2) Analyze funding opportunities for public space in both districts	Green
Communication	Communication	1) Community leaders / stakeholders invited regularly to Board meetings	Green
		2) Communication strategy: continued implementation	Green
		3) 1 (stretch 2) ULI-Idaho programs held in CDA in FY17	Green
		4) CDA 2030: partner with other stakeholders to implement action plan	Green
HEC	Ad hoc: SH, DD, JD	1) (Lake): Monitor/assist Collaborative Education Facility initiative	Green
Finance	Finance	1) Continue frequent review of district economic forecasting models	Green
		2) (Lake): Conduct land use planning on Agency owned properties	Green
Parking	Parking	1) (Lake): Downtown parking facility - land assemblage continued	Green
		2) (Lake): Downtown parking facility – timing & scope/scale determined	Green
Housing	Housing	1) (Lake): in conjunction with Finance, determine Midtown property use	Green
		2) Determine opportunities resulting from City's housing assessment update	Green
Jobs	Jobs	1) Continue health care jobs exploration initiative with partner stakeholders	Green
		2) (River): job creation opportunities explored along Seltice	Green
		3) High tech job partnership opportunities explored	Green

“Status” Key: **Green** = goal is on track for achievement.



### Ignite cda Board Transitions

The ignite cda board had two longtime, dedicated commissioners retire in 2016: Rod Colwell and Dave Patzer. Mr. Patzer served on the ignite cda board from September 1997 through August 2016. Mr. Colwell served on the ignite cda board from June 2000 through March 2016.



Rod Colwell



Dave Patzer

Messrs. Patzer and Colwell both brought strong business and financial management skill sets to the board. The Agency heavily relied on their business acumen for many strategic decisions over the years, helping to leverage public funds with private equity to create immense value for the community. Coeur d'Alene is a better place because of their public service.

The ignite cda board welcomed a new board member in 2016: Alivia Metts. Mrs. Metts has a diverse background in economic development, bringing strong financial / planning expertise to the board. Ignite cda is fortunate to have a community member of Mrs. Metts' caliber serving on the board.



Alivia Metts

Chairmanship of ignite cda transitioned from the long-term leadership of Denny Davis to Scott Hoskins. Alivia Metts assumed the role of Vice-Chair following the retirement of Dave Patzer. Mr. Davis has served as Chairman since October 2008, providing years of strong leadership for the Agency on many fronts, including key partnership projects and local / statewide legislative issues. Mr. Hoskins will continue the legacy of strong leadership for the Agency bringing to the



Chairman's role decades of experience gained from the private business sector as well as from many years of community service.



Denny Davis



Scott Hoskins

#### 2016 Agency Update

The Board's accomplishments in 2016 have produced a strong financial position as reflected in the attached financial statements. A significant occurrence in 2016 was the successful completion of a partial de-annexation initiative of certain real property assets in both the Lake and River Districts that resulted in approximately \$1.3 million being returned to local taxing entities and the taxpayer (per Panhandle Area Council analysis).

Following are updates to key Agency initiatives:

- **Four Corner Master Plan**

In 2016, the Agency partnered with the City of CDA to complete development of the Mullan Road project element of the Four Corner Master Plan located within the Agency's Lake District. The Agency provided \$1.6 million in partnership funding for the initiative.

Also in 2016, the Agency agreed to an additional \$1.5 million in partnership funding for the next phase of the Four Corner Master Plan initiative which involves the construction of public improvements located between Memorial Field and River Avenue. Work for this next phase is scheduled to begin in the summer of 2017.

- **Higher Education Campus (HEC) Initiative**

The Agency, in partnership with the City, UI, NIC, LCSC, Fort Grounds Homeowners Association and other community stakeholders, has completed construction of the public infrastructure improvements associated with the HEC initiative. The HEC initiative included new infrastructure (i.e. new roadways, new sewer/water/fiber lines, bike/pedestrian trails) primarily located on the old DeArmond mill site area of the HEC, and two new traffic signals located on Northwest Boulevard; one located at Hubbard Avenue, and one located at River Avenue.

- **Collaborative Education Facility:** In 2016, the Agency agreed to \$2.5 million in partnership funding for this new facility on the HEC, with half of the funding commitment budgeted for fiscal year 2017. Funding partners for this initiative at this



time include the Idaho State Permanent Building Fund, UI, NIC, LCSC and the Agency. Ground breaking for this facility is anticipated in 2017.

▪ **Midtown “Place Making”**

In 2009, the Agency, in partnership with the City and Midtown stakeholders, completed the 4<sup>th</sup> Street reconstruction and place making initiative, which laid the foundation for the transformation of a deteriorated section of 4<sup>th</sup> street (Lakeside Avenue to Harrison Avenue) into a safer, pedestrian friendly, vibrant corridor.

- In 2016, the Agency began work on a Memorandum of Understanding (MOU) with Idaho Housing & Finance Association, The Housing Company, and The Modern Theater pertaining to a proposed performing arts center to be located partially on Agency controlled real property in Midtown.

▪ **North Idaho Centennial Trail Foundation (NICTF) Partnership**

*Background: In December of 2006, the Agency loaned funds to the NICTF to acquire a 5.25 mile section of abandoned Union Pacific (UP) railroad right of way, stretching from the Riverstone development, past the Kroc Community Center, ending at Meyer Road (“Prairie Trail”). The Prairie Trail asset was the collateral for the Agency loan. Via a land trade process, the following transactions were proposed:*

- *Bureau of Land Management (BLM) would assume ownership and long-term management responsibility for the Prairie Trail pedestrian/biking corridor.*
- *NICTF would gain ownership of the BLM-controlled Burlington Northern Santa Fe (BNSF) abandoned railroad right of way in downtown Coeur d’Alene along Northwest Boulevard.*
- *The Agency would have the right to acquire the BNSF railroad right of way property from the NICTF.*

In 2012, the Agency was notified by the BLM that the BLM was withdrawing from their commitment to trade railroad property assets with the NICTF, thus making the Agency’s 2006 proposed trade agreement with NICTF unattainable. The Agency and the NICTF entered into a loan settlement agreement in December, 2012 which ended the Agency’s commitment to the 2006 proposed land acquisition/exchange transaction. Via the loan settlement agreement, the NICTF turned the Prairie Trail property asset over to the Agency via a quitclaim deed in an ‘as is’ condition to satisfy its obligations under the existing loan arrangement. The Agency then simultaneously transferred the Prairie Trail asset in an ‘as is’ condition to the City of CDA via a quitclaim deed.

- **2016 Update:** The BLM’s BNSF asset is now part of the Four Corners Master Plan area to which the Agency in 2016 contributed \$1.6 million in partnership funding for the Mullan Road project component. As stated earlier in the report, the Agency has agreed to an additional \$1.5 million in partnership funding for the next phase of the Four Corner Master Plan initiative which involves the construction of public improvements located between Memorial Field and River Avenue. Work for this next phase is scheduled to begin in the summer of 2017.



- **Urban Land Institute (ULI)**  
The Agency continued its sponsorship of the ULI “Emerging Trends in Real Estate” program, coordinated by ULI’s Idaho chapter, to continue efforts of strengthening ULI’s knowledge sharing efforts in northern Idaho. ULI, known as the community development industry’s “University without Walls”, brings a wealth of knowledge to many community development issues.
- **Riverstone West Phase 2 Improvement Reimbursement Agreement (IRA)**  
The Agency entered into an \$823,058 IRA with the Riverstone West development team pertaining to the construction of public infrastructure improvements associated with the building of the John Loop and Suzanne roadways located in the Riverstone West section of the Agency’s River District.  
➤ During 2016, new building construction continued in the Riverstone West Phase 2 area.
- **Riverstone West Apartments III & Circuit @ Seltice Improvement Reimbursement Agreements (IRA)**  
In 2016, the Agency formally approved the \$280,000 Riverstone West Apartments III and the \$344,610 Circuit @ Seltice Improvement Reimbursement Agreements.
- **The Lake Apartments Project**  
In 2016, the Agency conditionally approved The Lake Apartments Improvement Reimbursement Agreement (IRA) in an amount not to exceed \$568,750 for project related public improvements. The Lake Apartments project will create 40+ new quality rental apartments on a deteriorated site across the street from the CDA Public Library. Construction of The Lake Apartments project is scheduled for 2017.
- **The “Coeurllaborate” Project**  
In 2016, the Agency conditionally approved the “Coeurllaborate” mix use project Improvement Reimbursement Agreement (IRA) in an amount not to exceed \$680,000 for project related public improvements. Components of the mix-use project include a 112 room Marriott Fairfield Inn & Suites, and commercial pads fronting Northwest Boulevard. Construction of the project is scheduled for 2017.
- **Seltice Way Revitalization / Reconstruction**  
In 2016, the Agency approved \$4.56 million in partnership funding for the City of CDA’s revitalization / reconstruction initiative of the portion of Seltice Way located within the Agency’s River District, beginning near the Prairie Trail underpass at Riverstone extending west to the City of Huetter. Project construction is scheduled to begin in the spring of 2017.
- **Riverstone, Riverstone West Phase 1 & Mill River Owner Participation Agreements (OPAs)**  
The Agency’s OPA involving the Riverstone West Phase 1 initiative continued in 2016. The Riverstone and Mill River OPAs have been retired. All three of these mix use projects have reclaimed brown field sites along the Spokane River creating public space



(in the form of new public parks), jobs, and live-work-recreate mix-use development amenities for the community.

- **Coeur d'Alene Downtown Association Partnership**

During 2016, the Agency continued efforts to strengthen the economic viability of the downtown core via a partnership with the Downtown Association. The Agency Board approved a \$37,500 downtown event contract with the Downtown Association for their "Events" program (e.g. parades, Car d'Lane, Ironman, street fair).

- **Coeur d'Alene Downtown ADA Compliance Sidewalks Partnership**

In 2013, the Agency agreed to \$70,000 in partnership funding with the City of CDA and the CDA Downtown Association to address ADA compliance issues associated with sidewalks located on Sherman Avenue and Lakeside Avenues (between 1<sup>st</sup> and 7<sup>th</sup> Streets) as well as properties abutting the side streets between Sherman and Lakeside (e.g., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.). The Agency's funding commitment, originally intended to be spread evenly over the 2014 and 2015 fiscal years, pertains to an Agency targeted funding role re. the installation of new ADA compliant pedestrian ramps in the aforementioned downtown sidewalk enhancement initiative area.

➤ 2016 Update: To date, the Agency has paid \$48,137 of the \$70,000 funding commitment.

- **Communications / Outreach**

The Agency continued its communication outreach efforts in 2016 primarily by utilizing the strength of the Agency's website ([www.ignitecda.org](http://www.ignitecda.org)). Additionally, the Agency continued implementation of its communication strategy by inviting stakeholders to Agency board meetings and continued outreach efforts to the Coeur d'Alene community through presentations, videos and visits with interested target audiences.

The Agency, in partnership with the CDA Chamber of Commerce, has Teree Taylor as a part time online communication technical specialist. Ms. Taylor, who is employed by the CDA Chamber of Commerce, provides technical website and graphic design expertise to the Agency and the Chamber.

- **Key Partnerships**

During 2016, the Agency Board continued efforts to strengthen partnerships with key organizations and community stakeholders including: City of Coeur d'Alene, Kootenai County, Jobs Plus, Downtown Association, CDA Chamber of Commerce, Area & Regional Developers, Kootenai Health and Educational Institutions.

- **Lake District Strategic Property Portfolio**

The Agency has previously purchased certain real property as identified in Exhibit A to the annual report. The Agency intends to take advantage of these strategically located properties to achieve strategic goals within the Agency's Lake District. While some of these properties have been owned for more than three years, the Agency is committed to move forward with planned redevelopment initiatives in an expeditious manner subject to market conditions and initiative timing. In 2014, the Agency divested of one strategic



property (728 Sherman Avenue) as this property no longer served a potential strategic use for the Agency.

### **Board Membership**

#### **2016 ignite cda Board**

##### **Leadership**

Denny Davis, Chair (thru September)	Dave Patzer, Vice-Chair (thru August)
Scott Hoskins, Current Chair	Alivia Metts, Current Vice Chair

##### **Members**

Alivia Metts	Deanna Goodlander	Brad Jordan
Denny Davis	Justin Druffel	Steve Widmyer
Mic Armon	Scott Hoskins	
Rod Colwell (retired March, 2016)		
Dave Patzer (retired August, 2016)		

### **Looking Forward to 2017 and Beyond**

As shared earlier in this report, the Agency Board has established long-term (strategic) goals to guide its annual (tactical) goal setting process. The next tactical goal setting exercise will be held in the spring of 2017 to coincide with development of the fiscal year 2018 budget.

### **Summary**

The Agency Board of Commissioners believes in continuous improvement, and thus continues to refine the Agency's business model. The Agency's presence, practices and functionality continues to be recognized by community leaders as both a key economic development catalyst for the Coeur d'Alene area, as well as an organization that creates great overall public value for the citizens in the community.



## Exhibit A

### ignite cda Lake District Strategic Property Portfolio

720 E. Young Avenue
Young Avenue Lots
Library (Jameson) Property
728 Sherman Avenue (sold)
630 N. Park Drive
620 N. Park Drive
311 Lakeside Avenue
821 N. 4th Street
622 N. Park Drive
308 CDA Avenue
618 N. Park Drive
612 N. Park Drive
626 N. Park Drive
515 W. Garden Avenue
632 N. Park Drive
516 N. Park Drive
211 N. 4th Street
518 N. Park Drive
712 E. Young Avenue
813-817 N. 4th Street
301 E. Lakeside Avenue
839 3rd / 845 4th Lots
823 N. 4th Street
BNSF RR right-of-way



# **FINANCIAL STATEMENTS**

Audited

**Fiscal Year 2016 Year End Balance Sheet**

**&**

**Fiscal Year 2016 Year End Income Sheet**



ignite cda

GOVERNMENTAL FUNDS  
BALANCE SHEET  
September 30, 2016

	Lake District	River District	Total Governmental Funds
<b>ASSETS</b>			
Cash and cash equivalents	\$ 4,059,762	\$ 6,460,049	\$ 10,519,811
Property taxes receivable	265,855	90,126	355,981
Tenant deposits receivable	8,060	-	8,060
Restricted cash - bond reserve	1,306,609	-	1,306,609
Total assets	<u>\$ 5,640,286</u>	<u>\$ 6,550,175</u>	<u>\$ 12,190,461</u>
<b>LIABILITIES</b>			
Accounts payable	\$ -	\$ 25,500	\$ 25,500
Accrued payroll and taxes	3,892	-	3,892
Due to other governments	238	92	330
Tenant deposits	8,660	-	8,660
Total liabilities	<u>12,790</u>	<u>25,592</u>	<u>38,382</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenue - property taxes	279,940	93,823	373,763
Total deferred inflows of resources	<u>279,940</u>	<u>93,823</u>	<u>373,763</u>
<b>FUND BALANCE</b>			
Restricted	5,347,556	6,430,760	11,778,316
Total fund balance	<u>5,347,556</u>	<u>6,430,760</u>	<u>11,778,316</u>
Total liabilities, deferred inflows of resources, and fund balance	<u>\$ 5,640,286</u>	<u>\$ 6,550,175</u>	<u>\$ 12,190,461</u>



ignite cda

**GOVERNMENTAL FUNDS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**For the Year Ended September 30, 2016**

	<u>Lake District</u>	<u>River District</u>	<u>Total Governmental Funds</u>
<b>REVENUES</b>			
Tax increment revenue	\$ 4,372,398	\$ 2,195,963	\$ 6,568,361
Rental income	176,371	-	176,371
Penalties and interest	38,405	5,262	43,667
Interest earnings	5,124	4,559	9,683
Total revenues	<u>4,592,298</u>	<u>2,205,784</u>	<u>6,798,082</u>
<b>EXPENDITURES</b>			
Current:			
Arts	88,509	44,100	132,609
Communications	2,304	2,304	4,608
Dues and subscriptions	3,440	3,440	6,880
Insurance	2,681	2,682	5,363
Miscellaneous	-	423	423
Office overhead	4,456	4,457	8,913
Partnership initiatives	1,671,642	-	1,671,642
Professional services	95,571	103,018	198,589
Project reimbursements	75,338	368,620	443,958
Property management	56,327	-	56,327
Public improvements	345	-	345
Travel and meetings	2,467	2,467	4,934
Wages, benefits and payroll taxes	88,631	88,632	177,263
Debt service:			
Interest	359,984	-	359,984
Principal payments	2,331,985	-	2,331,985
Total expenditures	<u>4,783,680</u>	<u>620,143</u>	<u>5,403,823</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES</b>	<u>(191,382)</u>	<u>1,585,641</u>	<u>1,394,259</u>
<b>NET CHANGE IN FUND BALANCES</b>	(191,382)	1,585,641	1,394,259
<b>FUND BALANCES, beginning of year</b>	<u>5,538,938</u>	<u>4,845,119</u>	<u>10,384,057</u>
<b>FUND BALANCES, end of year</b>	<u>\$ 5,347,556</u>	<u>\$ 6,430,760</u>	<u>\$ 11,778,316</u>



## CONSENT CALENDAR



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

February 7, 2017

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room February 7, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin	)	Members of Council Present
Amy Evans	)	
Kiki Miller	)	
Dan English	)	

Woody McEvers	)	Member of Council Absent
Loren Ron Edinger	)	

**CALL TO ORDER:** Mayor Widmyer called the meeting to order.

**INVOCATION:** Pastor Stuart Bryan with Trinity Church provided the invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember English led the pledge of allegiance.

**AMENDMENTS TO THE AGENDA:** Mayor Widmyer noted that due to the absence of two Councilmembers the Consent Calendar Discussion agenda item would be continued for full Council consideration.

**CONSENT CALENDAR:** **Motion** by Gookin, second by English to approve the consent calendar.

- a. Approval of Council Minutes for the January 17, 2017 Council Meeting.
- b. Approval of Bills as Submitted.
- c. Approval of the Public Works Committee Meeting Minutes held on January 23, 2017.
- d. Setting of General Services and Public Works Committees meetings for February 13, 2017 at 12:00 noon and 4:00 p.m. respectively.
- e. Setting of a Public Hearing on March 7, 2017 for V-16-5, Vacation of a portion of Appleway Avenue right-of-way adjoining the southwesterly boundary of Lot 4, Block 1 of the Zanetti Subdivision to the City of Coeur d'Alene.
- f. **Resolution No. 17-006** – 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 APPROVAL OF S-5-16, RIVIERA COURT: FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS,



MAINTENANCE/WARRANTY AGREEMENT, AND SECURITY; APPROVAL OF S-6-16, NETTLETON CORNER SUBDIVISION: FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY; AND APPROVAL OF S-4-15, GARDEN GROVE FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE /WARRANTY AGREEMENT, AND SECURITY.

**ROLL CALL:** Evans Aye; English Aye; Miller Aye; Gookin Aye. **Motion Carried.**

**PUBLIC COMMENTS:**

Bob Schaffnit, Coeur d'Alene, noted that the Street Department has failed to properly clean the road, especially Appleway and 15<sup>th</sup> Street. There is ice at the intersections without any salt. Mayor Widmyer requested he contact Street Superintendent Tim Martin.

**COUNCIL ANNOUNCEMENTS:**

Councilmember English noted that he witnessed a mom and a school aged child approach two officers at a local coffee shop to ask for a sticker and was proud of the very positive exchange. He expressed disappointment with the state legislators for supporting legislation that will usurp local government authority. He is specifically disappointed in legislation regulating sanctuary cities as there is no clear definition, none currently exists in Idaho, and he does not agree with preventing local citizens from making their own decisions.

Councilmember Miller recently spent a day in Boise with legislators and it was very informative. She noted that the Kroc Center is hosting the musical "Catch me if you can," and that her son will be featured in the production.

Mayor Widmyer announced he became a grandfather yesterday, with the birth of baby girl Quinn Marie Widmyer.

The Mayor announced the passing of Lois Lawson who worked for the City from 1963 through 1987 and was appointed as City Clerk in 1970. She passed away Saturday January 28, 2017. She commonly noted that she was born in Gibbs, Idaho, which only some of the long time citizens know was a small town containing Gibbs Mercantile, Winton School, and a Tavern. She served under Mayor's McHugh, Edinger, Johnston, Fromm and Stone. The City sends condolences out to her family and friends.

**APPOINTMENTS:** Mayor Widmyer asked for the appointment of Jim Chapkis to the Ignite CDA Board.

**DISCUSSION:** Councilmember Miller asked when the next joint workshop between Ignite and the City Council would be held. City Administrator Jim Hammond noted that no date has been established.



**MOTION:** Motion by Gookin, seconded by Miller to approve the appointment of Jim Chapkis to the Ignite CDA Board. **Motion carried.**

### **COUNCIL BILL 17-1002**

AN ORDINANCE AMENDING MUNICIPAL CODE SECTION 13.20.2.1(B) TO ADD ADDITIONAL SPECIFIC PROHIBITIONS TO THE CITY'S DISCHARGE STANDARDS; AMENDING MUNICIPAL CODE SECTION 13.20.2.4 TO ADOPT NEW LOCAL LIMITS PURSUANT TO THE CITY'S EPA NPDES PERMIT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

**STAFF REPORT:** Wastewater Lab/Pretreatment Supervisor John Dearth explained that the proposed code amendments relate to industrial users and are consistent with EPA requirements listed in the City's 2014 NPDES permit. Currently there are three permitted Significant Industrial Users (SIUs) (Deming Industries, Sunshine Minting, and Esterline Advanced Input Devices) that discharge to the City's wastewater treatment plant and are required to meet the local limits. These three SIU's must test their wastewater discharge twice a year. A consultant was hired in 2015, wastewater monitoring was conducted, and an evaluation was completed during 2015-2016 to determine the new local limits pursuant to the EPA Permit. Mr. Dearth reviewed the code regarding specific prohibitions, and by adding five more prohibitions to the existing list in accordance to the EPA permit and food industry discharge. He explained that EPA requires a 30-day public comment period for proposed amendments, which has already transpired, with no public comments being received, and no further hearings are required on this matter.

**MOTION:** Motion by Gookin, seconded by Evans, to pass the first reading of **Council Bill No. 17-1002**.

**ROLL CALL:** English Aye; Miller Aye; Gookin Aye; Evans Aye. **Motion carried.**

**MOTION:** Motion by Gookin, seconded by Evans, to suspend the rules and to adopt **Council Bill 17-1002** by its having had one reading by title only.

**ROLL CALL:** English Aye; Miller Aye; Gookin Aye; Evans Aye. **Motion carried.**

### **RESOLUTION NO. 17-007**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING ADDENDUM NO. 1 TO THE COOPERATIVE AGREEMENT FOR THE US 95 IRONWOOD INTERSECTION, PROJECT NO. A019 (509), WITH THE IDAHO DEPARTMENT OF TRANSPORTATION AND KOOTENAI HEALTH DISTRICT D/B/A KOOTENAI HEALTH.

**STAFF REPORT:** Street Superintendent/Engineering Services Director Tim Martin reminded the Council that Kootenai Health has previously presented a traffic plan to the City Council.



That plan included an Emma Street design and Council approved an agreement in October 2015. The original grant was in the amount of \$1,050,000.00 with the City helping with design costs. He presented the previous design of Emma with traffic flowing right turn only from Ironwood Drive. In the spring of 2016 staff presented the signalization of Emma to the Public Works Committee, seeking funding to be reallocated from other projects with Council approval of Resolution No. 16-023 approving that funding. Two weeks ago, staff asked for the same money, as they were unaware of the previous approval and did not have the proper paper trail due to a change in staffing. Therefore, the additional \$253,149.00 is not the current request as it was previously funded. Today, Mr. Martin is presenting the design for the Medina Avenue roadway intersection design, which will line up with Kootenai Health's emergency room entrance. He believes the new design will keep traffic flowing better and asked the Council to fund an additional \$100,000 for the project. Some of those funds will be used to settle the acquisition of right-of-way in front of Shopko and to pay professional services to acquire other right-of-way needed for the project.

**DISCUSSION:** Councilmember Evans asked for clarity regarding how much of the \$100,000 would be spent on the Shopko property acquisition. Mr. Martin clarify that \$45,000 is needed for the Shopko right-of-way and the rest will be spent on design and additional right-of-way acquisition. Councilmember Gookin expressed concern that the project will take funds from impact fees previously allocated to the widening of Kathleen and 15<sup>th</sup> Street. Mr. Martin clarified that there is \$60,000 set aside in the Impact Fee Capital Improvement Plan for 15<sup>th</sup> Street for widening or final design and \$80,000 set aside for Kathleen Avenue; however, that it is not enough to move it forward. He clarified that they determined administratively to hold off on design in order to seek more public involvement with the design. Mayor Widmyer asked if the \$45,000 for the Shopko property is a done deal. Mr. Martin explained that they have been in discussions with the Shopko attorney and that is the negotiated price. Councilmember Miller asked for clarity regarding the other right-of-way work being contracted out to JUB. Mr. Martin noted that it would be done through a contract amendment that will come back to Council for approval. City Attorney Mike Gridley confirmed that this is an allowable amendment for professional services.

**MOTION:** Motion by English, seconded by Evans to approve **Resolution No. 17-007**, approving Addendum No. 1 to Cooperative Agreement between the City, ITD and Kootenai Health to Fund the Design and Construction of Improvements to the Ironwood/US-95 and to approve an additional \$100,000.00 from impact fees to cover project costs and contingencies.

**ROLL CALL:** Miller Aye; Gookin Aye; Evans Aye; English Aye. **Motion carried.**

### **RESOLUTION NO. 17-008**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A COOPERATIVE AGREEMENT (TRAFFIC SIGNAL) AND A COOPERATIVE AGREEMENT (FINANCIAL OBLIGATION) FOR THE US 95, N CORRIDOR ACCESS IMPROVEMENTS, PROJECT NO. A019 (883), WITH THE IDAHO TRANSPORTATION DEPARTMENT.



**STAFF REPORT:** City Engineer Chris Bosely explained that the Idaho Transportation Department (ITD) secured a Federal grant to upgrade US-95 intersections with safety and capacity improvements. Pursuant to the grant, the City of Coeur d Alene is obligated to provide a portion of the total project cost, \$672,300, as a match. The match amount can include cash or the value of any donated right-of-way and could be paid over a three-year period. As part of the project, a new portion of Wilbur Avenue will be constructed between US-95 and Government Way, to include a traffic signal. ITD is proposing to remove the traffic signal from Canfield Avenue, to improve signal spacing. The City's match requirement for the FASTLANE grant is \$672,300, which could be paid out of impact fees and it would require a budget amendment for these additional funds. Mr. Bosely clarified that ITD is looking to have better signal spacing on US 95, which would help with traffic flow. He noted that the entire project is an \$8.5 Million dollar project. He reviewed the project schedule to include design starting in July 2017 and construction completed by late 2019.

**DISCUSSION:** Councilmember Gookin asked for clarity as to how the City is obligated to provide funding. Mr. Bosely clarified that the City is not necessarily obligated, but has an option to partner with ITD and create better traffic flow through the City. Councilmember Gookin expressed concern that the City will have to install and maintain the signal and that Wilbur Avenue is going to be constructed where there is currently no street. Mr. Bosely explained that Wilbur will connect to US 95 and would make for better traffic flow. Councilmember Gookin felt that the widening of Kathleen and the 15<sup>th</sup> Street projects would be a higher priority. He believes that ITD previously had the practice of putting signals in every quarter of a mile and they did not follow that practice and want the City to help fix it. Councilmember English noted that the staff report referred to the funds as additional funds and wondered what the original funding was. Mr. Bosely explained that there was not an original project, and that he was referring to the additional draw on Impact Fees. Councilmember English is concerned that this is a major transportation corridor from southern Idaho to Canada, but the priorities for the City would be drained by this project and it may not be top community priority. Mr. Martin explained that they were not aware the grant was out there and ITD just recently came forward noting the City as a sponsor. He noted that they were working with ITD to include Kathleen into this project. He further explained that the City may not need Wilbur today, but it will be needed in the future and this project is an opportunity to fix intersections throughout the town. Councilmember Evans asked if other communities are being asked for matching funds. Mr. Bosely noted that the City of Hayden has also been approached with a similar agreement at a different match percentage. Mayor Widmyer clarified that there are no firm number because the right-of-way costs are unknown. Mr. Bosely noted that the City match is a firm numbers with ITD. Mayor Widmyer asked for confirmation that if the project costs are higher ITD is committed to pay for those additional costs. Mr. Bosely confirmed that ITD would be responsible for all other costs. He clarified that the \$8.5 Million project includes Wilbur Avenue in the design. Councilmember Gookin asked what the next step would be if the Council does not approve the agreement. Mr. Bosely noted that he would have to inform ITD that the City does not want to participate, but expressed concern about the City not being awarded future federally funded projects. Councilmember Evans asked if ITD's project is contingent on the city match and/or could they lose their grant. Mr. Bosely was not sure if they would lose the grant; however, the grant was written to include the City's match. Councilmember Miller asked if there was room to negotiate the match amount. Deputy City Administrator Sam Taylor explained that



the City has had a changeover in staff and noted that the match is a percentage based on population, and reiterated that this would be a great project for the community. He confirmed that the City worked to get Wilbur included in the project, since they were going to close Canfield. Mr. Hammond explained that the City does have a vested interest in this project as citizens traveling north and south bound on US 95 get jammed in traffic and this project would allow that passageway to have better flow. Mayor Widmyer expressed concern that ITD is trying to correct something that is not working, which was ITD's original design and now they are asking the City to help with their problem, while there are potentially other higher priorities within the city. Councilmember Gookin asked if staff could go back to ITD and request Wilbur be removed from the project in exchange for Kathleen. Mr. Bosely noted that it may delay the project but staff can continue conversations with ITD. Councilmember Miller noted that she would like staff to renegotiate the percentage of match. Mr. Hammond reiterated that with the closure of Canfield, traffic would have to travel to Prairie in order to turn, so Wilbur will become more important. He noted that if Wilbur were not included in the project it would be on the City to complete the signal and intersection later without this funding opportunity. Councilmember Evans made a motion to approve that agreement and funding as proposed, which died due to a lack of a second.

**MOTION:** Motion by Gookin, seconded by Miller to direct staff to investigate, with ITD, the option of including the Kathleen Avenue widening project and lowering the match percentage.

**DISCUSSION:** Councilmember Evans asked how this would affect the timeline. Mr. Taylor explained that this is a federal grant and the ITD may not have the authority to change the match percentage. They may be able to request a project switch. Mayor Widmyer requested an update be presented at the next City Council meeting.

**Motion Carried.**

**ORDINANCE No. 3559  
COUNCIL BILL 17-1003**

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY CHANGING THE ZONING OF PROPERTY DESCRIBED AS A +/- .28 ACRE PARCEL LOCATED AT 3202 & 3206 N. 4TH STREET AND MORE COMMONLY KNOWN AS "LUNDIN'S VIOLINS" FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL); 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.

Pursuant to Council Action January 3, 2017.

**MOTION:** Motion by Gookin, seconded by Miller, to pass the first reading of **Council Bill No. 17-1003.**



**ROLL CALL:** Gookin Aye; Evans Aye; English Aye; Miller Aye. **Motion carried.**

**MOTION:** Motion by Gookin, seconded by Miller, to suspend the rules and to adopt **Council Bill 17-1003** by its having had one reading by title only.

**ROLL CALL:** Gookin Aye; Evans Aye; English Aye; Miller Aye. **Motion carried.**

## **PRESENTATION OF FINAL SELTICE WAY UPDATE AND FINAL DESIGN APPROVAL**

**STAFF REPORT:** Deputy City Administrator, Sam Taylor, explained that the goal of presentation is to remain consistent; therefore, some of the information is repetitive from previous presentations. They have worked hard to have a robust public process and the public input was very surprising such as the request for a double lane roundabout. He noted that with the roundabout cost savings they were able to include some great landscape designs. Matt Gillis, Sr. Project Manager with Welch-Comer, informed the Council that he has completed the final design for Seltice Way and hopes for Council approval so they can move forward with the bid process. He reviewed the history of the project, scope of the project, public involvement and the partners. He explained that the final roadway section includes two 11' vehicular travel lanes, 2' painted buffer, 5' bike lane then a 5' buffer before a 12' shared use path. He reviewed the double lane round about proposed at the Atlas Avenue and Grand Mill intersections as well as the proposed landscaping. He noted that the landscaping around the roundabout is more intense than the rest of the roadway. Mr. Gillis noted that within the roundabout area there will be plumbing and space reserved for future public art. He clarified that transit stops will be located at Huetter Road, Grand Mill, and Atlas and presented the shelter design. Mr. Gillis noted that the construction would be phased over multiple years, with one lane in each direction opened during the construction, with a winter construction shutdown with two lanes reopened, and completion the summer of 2018. Project costs are estimated to be \$6,310,000, with available funding of \$6,070,000; however, the project estimate includes a 10% contingency. Actual costs will not be known until bids come in. They would like bids to be advertised February 21 with a bid opening mid-March.

**MOTION:** Motion by Evans, seconded by Miller to approve the final Seltice Way design and authorize staff to bid the project. **Motion carried.**

## **RESOLUTION NO. 17-009**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) SERVICES AGREEMENT WITH GINNO CONSTRUCTION FOR THE CITY HALL ADA ENHANCEMENT/REMODEL PROJECT.

**STAFF REPORT:** Municipal Services Director Renata McLeod explained that at the January 17, 2017 Council meeting Council approved staff to negotiate the CM/GC Agreement with Ginno Construction. At this time the construction portion of the project needs to be bid, therefore final project costs are unknown. However, Ginno was agreeable to a maximum project



cost clause within the proposed Agreement. Once the bids are received and a formal timeline of events is created, staff will hold a workshop with Council to go over the final plans, schedules, and staffing roles. Construction is estimated to begin in approximately 10 weeks with 180 days to completion. She reviewed the funding sources and budget previously approved and noted that when final project costs are known staff will hold a workshop with Council.

**DISCUSSION:** Mayor Widmyer clarified final funding of the project can be discussed in greater detail at the Council workshop. Ms. McLeod noted that the Finance Director would have more information at that time regarding the interest rates for the lease funding at that time. Councilmember Miller asked for clarification as to if approval of this agreement locks the city into funding. Ms. McLeod clarified that the City Council had previously made a motion setting the funding sources for this project; however, the Council could make a new motion once the project costs are known.

**MOTION:** Motion by Miller, seconded by English to approve **Resolution No. 17-009**, Approval of a Construction Manager/General Contractor (CM/GC) Services Agreement with Ginno Construction for the City Hall Remodel.

**ROLL CALL:** Gookin Aye; Evans Aye; English Aye; Miller Aye. **Motion Carried.**

**ADJOURNMENT:** **Motion** by Gookin, seconded by Miller that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 7:33 p.m.

ATTEST:

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Steve Widmyer, Mayor

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Renata McLeod, CMC, City Clerk



February 13, 2017  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Ron Edinger, Chairperson  
Council Member Kiki Miller  
Council Member Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Mike Gridley, City Attorney  
Hilary Anderson, Planning Director  
Melissa Tosi, Human Resources Director  
Jim Hammond, City Administrator  
Sam Taylor, Deputy City Administrator  
Chris Bosley, Engineering Director  
Troy Tymesen, Finance Director

**Item 1.           Conveyance of Right of Way along Government Way to the Lakes Highway District and the cities of Hayden and Dalton Gardens.**

**(Agenda)**

Mike Gridley is asking City Council to convey right of way along Government Way to the Lakes Highway District and the cities of Hayden and Dalton Gardens? Mr. Gridley said the City of Coeur d'Alene is the Project Sponsor of the next phase of the Government Way improvement project. As the Project Sponsor the City acquired property on the east side of Government Way that lies in Lakes Highway District and the cities of Hayden and Dalton Gardens. The City now needs to convey the property to the respective entities where the property lies. The properties were acquired with funding from the federal government grant. The property has no value to the City and state law allows cities to convey property to other taxing entities for no consideration. He also noted that the conveyance of the right of way has no impact on the City.

Council Member Miller asked if this is part of the property we are acquiring from the Silver Lake Mall. Mr. Gridley said it is, on the other side of the street. He said the last bit of property to be acquired is the stretch along the mall property. Acquiring the property has been a bit of a challenge but everyone is in agreement to get it done. However, that does not involve approving this transaction. Council Member Miller said "so approving this will not affect that process in any way?" Mr. Gridley said it does not. It just moves the process closer for the project to finally go to bid.

**MOTION: by Miller, seconded by Evans, to recommend that Council approve a declaration of no value and the conveyance of right of way along Government Way to the Lakes Highway district, and the cities of Hayden and Dalton Gardens. Motion Carried.**

**Item 2.           Proposed Repeal of the Pocket Residential Development Ordinance.**

**(Agenda)**

Hilary Anderson is asking Council to repeal the Pocket Residential Development Ordinance. Ms. Anderson noted that the City Council adopted the Pocket Residential Development Ordinance in 2007 and explained that the ordinance allows Pocket Residential Development (PRD), which is more commonly referred to as "pocket housing," within the R-8, R-12, R-17, C-17 and C-17L zoning districts. Ms. Anderson went on to explain the



purpose of the PRD Ordinance. Then Ms. Anderson provided the Council Members with a list of concerns and complaints that have come to light since its inception and the reason they are asking Council to repeal the ordinance. Ms. Anderson said the Planning Department is proposing to repeal the ordinance rather than take a Band-Aid approach and try to fix the ordinance. If approved, staff will then bring back a brand-new ordinance focused on infill housing that addresses the concerns and desires of city staff, the development community and neighborhood groups. A newly designed ordinance would seek to incentivize infill development that fits well with surrounding residential uses that does not duplicate PUD projects or projects that could occur as a standard project under the Subdivision Code.

Council Member Miller said there has been a tiny homes movement across the country. Will the new proposed ordinance address those as well? Ms. Anderson said it would. The tiny housing is also termed cohousing. It would be for all infill housing projects, i.e. cottage housing, pocket housing, other urban infill housing types, and possibly the cohousing as well.

Council Member Miller said she believes the NIBCA was mostly concerned about being able to attract the type of people who could live in these smaller cluster housing projects and wanted that addressed. Ms. Anderson said that is correct and why they suggested more of the urban and infill housing so that we could attract more of the millennials or the Gen X.

Council Member Miller asked what the time frame is to bring back a new ordinance. Ms. Anderson said they have a preliminary draft but they hope to conduct community online survey before finalizing it.

Council Member Miller said in the meantime, should this be repealed, will the rules protect current projects already in the works and would prevent any further new projects. Ms. Anderson said if they are already vested then they can proceed with the pocket housing project. If not, they will need to develop under the existing zoning codes or wait until the new ordinance is adopted.

Council Member Evans said there is certainly a large list of concerns that needs to be evaluated and considered so she is in favor of looking into repealing this ordinance.

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Council Bill No. 17-1004 authorizing various code amendments regarding Pocket Residential Development and repeal of the Pocket Residential Development Ordinance and direct staff to move forward with creating new regulations. Motion Carried.**

**Item 3.            Personnel Rule Amendment – Addition of Community Development Specialist to City’s Classification and Compensation Plan.**  
**(Resolution No. 17-010)**

Melissa Tosi

The Community Development Specialist classification was created and leveled last year as well as approved in the current financial plan. However, before moving forward with recruiting for this position, it must first formally be adopted into our current classification and compensation plan.

Since the City began accepting HUD Community Development Block Grant (CDBG) funds in 2008, the City has contracted out grant management to Panhandle Area Council. The City currently contracts with PAC for



\$45,000 per year. It is assumed that an in-house person could focus solely on grant management and complete the work in 20 hours per week. This position will be located within City Hall and accept applications for the emergency minor home repair program and allow the program to be associated with the City of Coeur d'Alene directly. The funds for this position will come out of the CDBG funding and not the general fund.

The proposed Personnel Rule amendment will be posted a minimum of ten (10) consecutive days before the City Council meeting. The amendments have been discussed with the Municipal Services Director and reviewed by BDPA. Additionally, BDPA recommended the position be placed at a pay grade 11 and will be re-evaluated with all of our classifications through the current classification and compensation study that will be completed later this year.

At a pay grade 11, base annual wages is \$21,550 and this position will include self-only benefits, increasing the total compensation to \$36,983 annually. HUD allows for the City to spend 20% of the grant money toward administration of the grant, which for this grant year would be \$62,136.20. Additionally, this position is already approved in the current financial plan.

Authorizing this amendment will provide an updated job classification and leveling for the duties and responsibilities needed for this position in the Municipal Services Department.

Council Member Miller asked if this position could migrate to a full time position. Mrs. Tosi said it potentially could. The position needs time with the Municipal Services Director (Renata McLeod) first since Renata has been overseeing CDBG. Once the person in this position gets up to speed, it would make more sense to have the position under Planning.

Since this positions wage is tied to grant funding, Council Member Miller asked what would happen if the funding was substantially lower or not in existence anymore. Mrs. Tosi said there is more than enough funds for 20 hours that is requested. If it was substantially reduced, the City would have to look at funding the position or no longer have the position.

Council Member Miller asked if the employee will only work on CDBG projects and will the employee be paid 20 hours a week even if less than 20 hours are worked. Mrs. Tosi said she's not as familiar with the grant as Mrs. McLeod is, but it is her understanding that the funds are directly related to CDBG so the employee can only work on CDBG projects. Therefore, if there are not enough hours to keep that employee busy they would have to be reduced.

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution NO. 17-010 approving the addition of Community Development Specialist to the City's Classification and Compensation Plan. Motion Carried.**

The meeting adjourned at 12:30 p.m.

Respectfully submitted,

Juanita Knight  
Recording Secretary



**PUBLIC WORKS COMMITTEE  
MINUTES  
February 13, 2017  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan English

**STAFF PRESENT**

Jim Remitz, WW Capital Program Mgr.  
Sam Taylor, Deputy City Admin.  
Amy Ferguson, Executive Asst.  
Dennis Grant, Eng. Proj. Mgr.  
Mike Becker, WW Utility Proj. Mgr.  
Randy Adams, Dep. City Attorney  
Terry Pickel, Water Supt.  
Troy Tymesen, Finance Director

**Item 1           Coeur d'Alene AWTF Tertiary Treatment Phase 2 Project Approval of  
Electric Service Extension Agreement with AVISTA Corporation  
Consent Calendar**

Jim Remitz, Wastewater Department Capital Program Manager, presented a request for council approval of an Electric Service Extension Agreement with AVISTA Corporation. Mr. Remitz noted in his staff report that prior planning documents, including the 2009 Facility Plan, identified the need for a primary power circuit and automatic transfer switch to feed the Tertiary Membrane Filtration (TMF) process. This new electric fee and transfer switch will provide reliable and a redundant electric power supply for the TMF building and equipment to ensure continuous tertiary treatment for the wastewater treatment process. Funding is budgeted in the current FY 2016/17 Financial Plan. The electric service extension is part of the City of Coeur d'Alene Tertiary Treatment Phase 2 project. AVISTA will perform all work for the installation of the electric service extension and automatic transfer switch and will assume all operation and maintenance expenses for these facilities.

Mr. Remitz confirmed that the service extension will be an AVISTA facility located outside of the fence. It will automatically transfer power so if one source of power goes down, it will automatically switch to the other source. The cost for the service extension is \$118,423, and funding is budgeted in the current FY 2016/17 budget. The work will be performed within the next 6 to 8 weeks once the snow is gone.

Mr. Remitz further explained that the state DEQ requires the plant to have a redundant source of power. Sometimes it is done with auxiliary generators, but with the two sources of electrical power, they can do it with an automatic transfer switch. The service extension will provide power to the north end of the plant and they have a similar facility providing power for the south end of the plant.

Councilmember McEvers asked what would happen if AVISTA loses power. Mr. Remitz explained that the power sources are from two different substations and the likelihood of both substations going down is minimal.

**MOTION: Motion by English, seconded by McEvers, that the City Council approve Resolution No. 17-010, authorizing an Electric Service Extension Agreement with AVISTA Corporation.  
Motion carried.**



**Item 2                    V-17-1: Vacation of Alley Right-of-Way Within a Portion of Block 4 of the  
Kootenai Addition to the City of Coeur d'Alene  
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request for council to authorize staff to provide with the vacation process for alley right-of-way within a portion of Block 4 of the Kootenai Addition north of Emma Avenue and west of Medina Street. Mr. Grant noted in his staff report that the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Kootenai Addition to the City of Coeur d'Alene plat in 1908. The vacation of the right-of-way would not have any financial impact on the City and would add approximately 5,028 square feet to the County tax roll. The purpose of the request is to vacate a sixteen foot wide, dead-end, and unimproved public alley that there is no foreseeable use for. The property on each side of the alley is owned by the applicant. The alley contains City sewer and other franchise utilities which would be contained in an easement as part of the vacation ordinance.

**MOTION: Motion by English, seconded by McEvers, that the City Council authorize staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and set a public hearing for March 7, 2017. Motion carried.**

**Item 3                    Bid Results for the 2017 Open Trench Project  
Agenda**

Mike Becker, Wastewater Utility Project Manager, presented a request for council approval of a contract with Big Sky Development for the Wastewater Utility's 2017 Open Trench Project. Mr. Becker noted in his staff report that in accordance with Idaho Code, the 2017 Open Trench Project solicited local contractor bids in the Coeur d'Alene Press on January 23 and 30. This project includes replacing approximately 2,500 LF of existing sewer pipe via open trench excavation at 3 different locations with an Additive Alternative Project located at a possible fourth location. Sealed Bids were publically opened and read on February 7. The Basis of Award is defined within the Documents to Bidders as the Bidder with the lowest and most responsive Base Bid for Schedules A, B and C. The apparent low and responsive Base Bid was submitted by Big Sky Development for the price of \$323,564.35. The Wastewater Utility has the available funds for this project. Big Sky Development has successfully completed previous open trench projects.

Mr. Becker discussed the scope of the 2017 Open Trench Project and the locations. He noted that there are no 2017 CIPP (Cured in Place Pipe) projects this year. The construction start date for Schedules A, B and C is April 1<sup>st</sup>, with substantial completion on June 1<sup>st</sup>. They will be doing construction in the spring to minimize the overall impact to the community during the summer tourist months. Schedule D is an Add Alternate project with construction starting in October, and substantial completion by November 20<sup>th</sup>. Mr. Becker said that there is enough money in the budget to do the Add Alternate Schedule D at this time, but they have discovered some new technology that the utility would like to utilize on some pilot projects this summer regarding the issue of manhole lifting and would like to take some of the money they ordinarily would use for rehabilitation to adjust the manholes to finish surface and see what happens.

**MOTION by English, seconded by McEvers, that the City Council approve Resolution No. 17-011 authorizing a contract with Big Sky Development for the 2017 Open Trench Project for the Base Bid price of \$323,564.35. Motion carried.**



**Item 4                      Award of Phase II Professional Services Contract for Water System Improvements  
Agenda**

Terry Pickel, Water Superintendent, presented a request for council approval of a consultant contract with JUB Engineers, Inc. for engineering and consultant services for Phase II of the design, construction and implementation of new Water System Improvements.

Mr. Pickel noted in his staff report that JUB Engineers, Inc. has been consulting engineering for Phase I of this project. The original scope of the project was to design and construct a new storage facility in the northeast quadrant of the city. With the update to a new dynamic water model that more closely reflects the actual operation of the system, it was determined that a new storage facility would not resolve the current issues with pressure fluctuations. Instead, relatively minor modifications to the system would better serve the immediate needs. The consultant discovered problems with the current pump level operation, problems with existing pressure reducing valves that did not adequately control flow and pressures, and reaffirmed a known flaw with the Best Hill Tank. The proposal for Phase II includes: design and construction management of a new booster pump station for Best Hill Tank; completion of the analysis for pump operation set points to minimize loss of reservoir levels during peak demands; completion of the analysis to determine modifications of existing pressure reducing valves (PRVs) to pressure sustaining valves (PSVs) which will maintain pressure in the northeast quadrant; and expansion of the High Zone south to Appleway Avenue, from Government Way to Ramsey Road, including activation of a static PRV on Lee Court, and pursue future tank sites for future needs.

Mr. Pickel said that they are hoping to have most of the improvements operational by summer, with the exception of the booster station. They will observe the operations and if all works out they can close out the project or, if not, they will for future Phase III projects, which would include a booster pump at Honeysuckle, and a new General Zone source. The modifications are expected to be under \$1.3 million dollars.

Councilmember McEvers asked if the improvements would eliminate the need for a new tank. Mr. Pickel said that it would eliminate the need for a tank at this time, and will also give them a chance to build infrastructure to the future tank site on a gradual basis. He further explained that the concept of using a booster station to draw water from a tank, which they are proposing to do with the Best Hill Tank, is a new concept.

**MOTION by English, seconded by McEvers, that the City Council approve Resolution No. 17-012 authorizing an consultant contract with JUB Engineers, Inc. for provision of engineering and consultant services for Phase II of the design, construction and implementation of new Water System Improvements in the amount of up to \$124,670.00. Motion carried.**

The meeting adjourned at 4:37 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison



# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** February 13, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **V-17-1, Vacation of alley right-of-way within a portion of Block 4 of the Kootenai Addition to the City of Coeur d'Alene.**

---

### **DECISION POINT**

The applicant, Melrose Properties, LLC, is requesting the vacation of alley right-of-way within a portion of Block 4 of the Kootenai Addition north of Emma Avenue and west of Medina Street. See attached exhibit.

### **HISTORY**

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Kootenai Addition to the City of Coeur d'Alene plat in 1908.

### **FINANCIAL ANALYSIS**

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 5,028 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lots adjoin the alley.

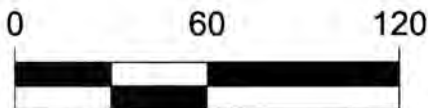
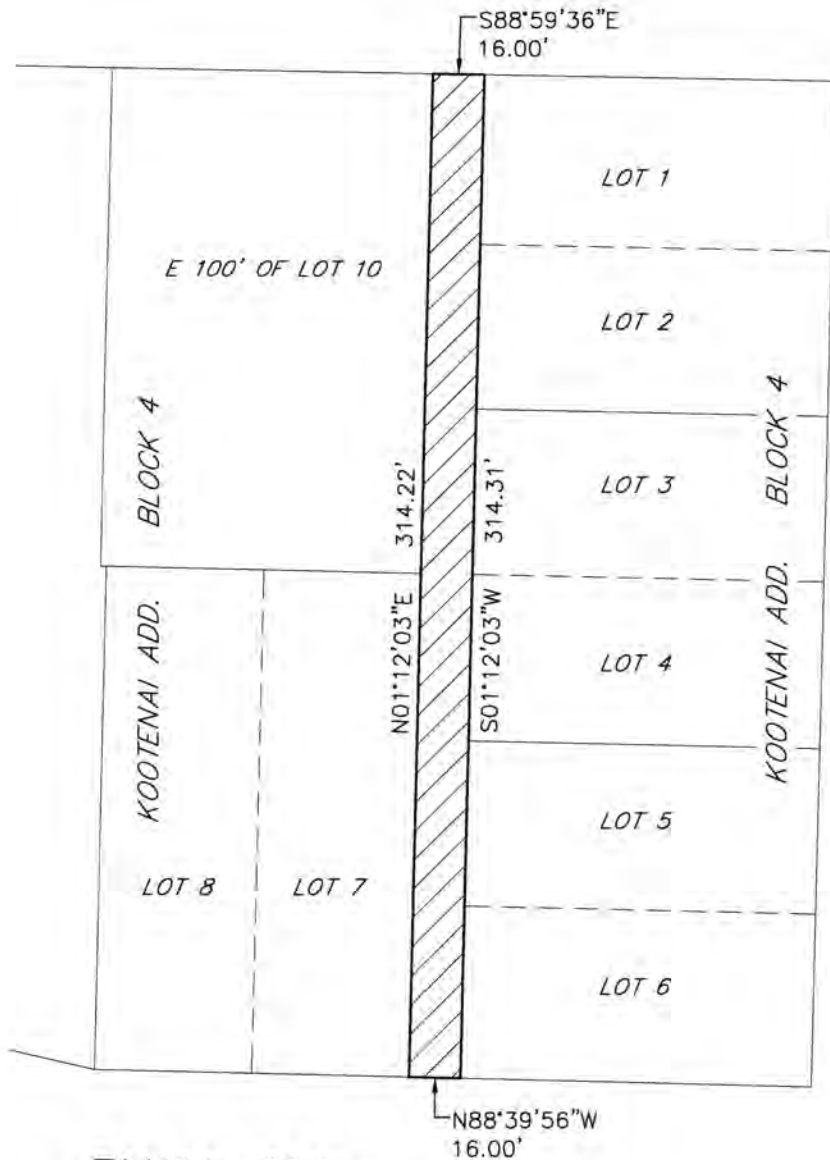
### **PERFORMANCE ANALYSIS**

The purpose of this request is to vacate a sixteen foot (16') wide, dead-end, and unimproved public alley that there is no foreseeable use for. The property on each side of the alley is owned by the applicant. The subject alley contains City sewer and other franchise utilities which would be contained in an easement as part of the vacation ordinance. This easement would allow unrestricted access to the City utilities in that area until such a time they are relocated in cooperation with the parties benefiting from, serving or being encumbered by these utilities. Therefore, the vacation of the alley right-of-way adjoining these lots would not impact the City and would be a benefit to the property owner.

### **RECOMMENDATION**

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on March 7, 2017.





### LEGEND



AREA TO BE VACATED



Digitally Signed:  
Feb 03, 2017

Plot Date: 2/3/2017 12:15 PM Plotted By: David Orsini  
Date Created: 12/20/2016 10:40 AM File Path: C:\PROJECTS\JUB\2016-068 VETERANS ADMINISTRATION BLVD DINGO CAD SURVEY\MODELS\2016-068 ROW VAC.DWG

**REUSE OF DRAWINGS**  
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

FILE: 20-16-068 ROW VAC  
JUB PROJ # 20-16-068  
DRAWN BY: DFG  
DESIGN BY:  
CHECKED BY: GJR



**CITY OF COEUR D'ALENE**  
VACATION ORDINANCE NO. \_\_\_\_\_

A PORTION OF SEC. 11, T 50N, R 4W, B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET

1

NO.	REVISION DESCRIPTION	BY	DATE	LAST UPDATED: 12/8/2016



RESOLUTION NO. 17-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF A PERSONNEL RULE AMENDMENT – ADDITION OF COMMUNITY DEVELOPMENT SPECIALIST TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN; AND APPROVAL OF AN ELECTRICAL SERVICE AGREEMENT WITH AVISTA CORPORATION FOR THE AWTF TERTIARY TREATMENT PHASE 2 PROJECT.

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

- A) Approval of a Personnel Rule Amendment – Addition of Community Development Specialist to the City's Classification and Compensation Plan;
- B) Approval of an Electrical Service Agreement with Avista Corporation for the AWTF Tertiary Treatment Phase 2 Project;

AND;

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through B" 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 21<sup>st</sup> day of February, 2017.

---

Steve Widmyer, Mayor

ATTEST

---

Renata McLeod, City Clerk



Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



**Date:** February 21, 2017

**From:** Melissa Tosi; Human Resources Director

**Re:** Personnel Rule Amendment

### DECISION POINT

The City Council is being asked to authorize the following addition to the City's current Classification and Compensation Plan.

Current Title	Proposed Title	Current Pay Grade	Proposed Pay Grade
	Community Development Specialist		11

### HISTORY

The Community Development Specialist classification was created and leveled last year as well as approved in the current financial plan. However, before moving forward with recruiting for this position, it must first formally be adopted into our current classification and compensation plan.

Since the City began accepting HUD Community Development Block Grant (CDBG) funds in 2008, the City has contracted out grant management to Panhandle Area Council. The City currently contracts with PAC for \$45,000 per year. It is assumed that an in-house person could focus solely on grant management and complete the work in 20 hours per week. This position will be located within City Hall and accept applications for the emergency minor home repair program and allow the program to be associated with the City of Coeur d'Alene directly. The funds for this position will come out of the CDBG funding and not the general fund.

The proposed Personnel Rule amendment will be posted a minimum of ten (10) consecutive days before the City Council meeting. The amendments have been discussed with the Municipal Services Director and reviewed by BDPA. Additionally, BDPA recommended the position be placed at a pay grade 11 and will be re-evaluated with all of our classifications through the current classification and compensation study that will be completed later this year.

### FINANCIAL ANALYSIS

At a pay grade 11, base annual wages is \$21,550 and this position will include self-only benefits, increasing the total compensation to \$36,983 annually. HUD allows for the City to spend 20% of the grant money toward administration of the grant, which for this grant year would be \$62,136.20. Additionally, this position is already approved in the current financial plan.

### PERFORMANCE ANALYSIS

Authorizing this amendment will provide an updated job classification and leveling for the duties and responsibilities needed for this position in the Municipal Services Department.

### RECOMMENDATION

To authorize Resolution No. 17-010, approving the above noted addition to the City's Classification and Compensation Plan.



# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** February 13, 2017

**FROM:** James Remitz, Wastewater Department Capital Program Manager

**SUBJECT:** **Coeur d'Alene AWTF Tertiary Treatment Phase 2 Project  
Approval of Electric Service Extension Agreement with  
AVISTA Corporation**

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### **DECISION POINT:**

The City Council may desire to approve the proposed Electric Service Extension Agreement between the City of Coeur d'Alene and AVISTA Corporation and authorize the Mayor to execute this agreement. A copy of the agreement is attached.

### **HISTORY:**

Prior planning documents, including the 2009 Facility Plan, identified the need for this primary power circuit and automatic transfer switch to feed the Tertiary Membrane Filtration (TMF) process. This new electric feed and transfer switch will provide reliable and a redundant electric power supply for the TMF building and equipment to ensure continuous tertiary treatment for the wastewater treatment process.

### **FINANCIAL ANALYSIS:**

Funding for this electric service extension is budgeted in the current FY 2016/2017 Financial Plan in the Wastewater Operating Fund as part of the tertiary Treatment Phase 2 project.

### **PERFORMANCE ANALYSIS:**

This electric service extension will extend electric service consisting of a Primary Circuit and installation of a related Automatic Transfer Switch to serve the northern portion of the Advanced Wastewater Treatment Facility. This electric service extension is part of the City of Coeur d'Alene Tertiary Treatment Phase 2 project. AVISTA will perform all work for the installation of the electric service extension and automatic transfer switch and will assume all operation and maintenance expenses for these facilities.

### **RECOMMENDATION:**

Wastewater staff recommends approval of the Electric Service Agreement and authorization for the Mayor to execute this agreement.



**Electric Service Agreement**  
(Commercial Development WA/ID)

Electric Service Agreement Date: Feb 3, 2017  
ESA No.: 11868

Expiration Date: Aug 2, 2017  
Work Order No.: 1001514274

**This Electric Service Extension Agreement** ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and City of Coeur d'Alene Wastewater Department ("Developer") (sometimes, individually, a "Party", and collectively, the "Parties").

**Background and Purpose.** Developer wishes to have Avista extend electric distribution services to the undeveloped commercial development. The purpose of this Agreement is to set forth the scope and terms of the electric service extension, together with the respective obligations of the Parties. **Therefore, the Parties agree as follows:**

**Section 1 Electric Service Line Extension**

- 1.1 Avista will extend electric service, consisting of a Primary Circuit and related equipment and facilities ("Electric Service") to the undeveloped commercial lots within the Development. The extension of Electric Service to the Development shall be in accordance with Avista's "Line Extension, Conversion and Relocation Schedule" ("Schedule 51"), as on file with the applicable state commission.
- 1.2 Avista will make every reasonable effort to commence the extension of Electric Service to the Development within thirty (30) days of execution of this Agreement; provided, however, that Avista will not commence such an extension until Developer has complied with all requirements of this Agreement.
- 1.3 Avista shall retain ownership of the Electric Service throughout the term of this Agreement and thereafter.

**Section 2 Term of Agreement**

This Agreement will become effective on Feb 3, 2017 and remain in effect for a period of five (5) years, or until all obligations and responsibilities owed by the Parties under this Agreement have been fully discharged, whichever occurs first. No extensions of the term of this Agreement shall be allowed.

**Section 3 Compensation**

**3.1 Electric Service Line Extension Costs**

- 3.1.1 Developer is responsible for, and shall pay, all costs associated with the Electric Service line extension, as set forth in Schedule 51 ("Developer's Extension Cost Obligation"), as well as all pre-construction obligations that may be applicable. An estimate of these costs are included in the attached Exhibit A. Developer shall make such payment in advance of the extension of the Electric Service. Thereafter, Developer may, during the term of this Agreement, be entitled to receive qualifying allowances and/or refunds as provided for in Schedule 51 and determined by Avista in its sole discretion.

**3.2 Pre-Construction Obligations**

- 3.2.1 In addition to the Electric Service Line extension costs, Developer may be responsible for certain pre-construction obligations. Such pre-construction obligations include, but are not limited to, trenching and final compaction. In the event Developer is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A. This non-refundable cash payment must be made to Avista prior to the extension of the Electric Service.



- 3.2.2 If Identified in Exhibit A, Developer shall be required to provide all trenching, specified conduit, backfill, and padding as required to Avista specifications. The location of said trenching shall be the responsibility of the Developer. To ensure the proper location of easements, prior to the installation of the Electric Service, Developer shall certify that all utility trenching is located within the easement identified on the preliminary plat or subdivision application. In all cases, the easements identified on the final recorded plat shall accurately reflect the actual location of the Electric Service.
- 3.2.3 In the event that the Electric Service is not located within the easement(s) identified in the final recorded plat, and relocation of the Electric Service is necessary, the costs of relocation shall be borne exclusively by Developer.
- 3.2.4 Any work described in this Section or in Exhibit A and performed by Developer, or a third party on behalf of Developer, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

#### **Section 4 Developers Responsibilities**

- 4.1 Developer represents and warrants that the Development qualifies as a group of neighboring undeveloped lots separated by no more than streets and under the common ownership or legal control of Developer, as required by Schedule 51.
- 4.2 Developer shall provide Avista's Real Estate Representative with copies of the preliminary plats and the final recorded plat of the Development, as approved by the appropriate governing agency and depicting dedicated utility easements approved by the serving utilities. This obligation shall be in addition to all information required by Avista's Construction Representative.
- 4.3 By signing this Agreement, Developer authorizes Avista to proceed with any work necessary in the Development to accomplish the installation of the Electric Service. This includes, without limitation, the right to remove or otherwise disturb improvements in the Development, including lawns, shrubs, landscaping, driveways, and sidewalks, for the purpose of installing, maintain or removing the Electric Service, and without any obligation to restore or reimburse Developer for any resulting damages.
- 4.4 Developer acknowledges that, in the event Developer requests that Avista install the Electric Service during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, frozen ground due to winter weather, Developer will be responsible for the repair of landscaping and/or other costs resulting from installation during such Adverse Conditions, which costs will be listed as an Exceptional Cost under Exhibit A.
- 4.5 Developer is required to notify Avista in any instance where Developer determines that construction or improvements within the Development may encroach on, or cross over, Avista's overhead or underground lines, meters and/or other facilities prior, to commencing said activities. All costs related to subsequent relocation of any Avista facilities necessitated by such encroachment shall be at Developer's sole cost.
- 4.6 Developer shall not sell, or permit others to use, Electric Service except when expressly authorized to do so under an appropriate agreement with Avista.



## Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Developer shall utilize the state-mandated one-call service to mark the location of other entities' under ground utilities locations in the Development. When this Section is applicable, Avista will notify Developer in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements in the Development. However, Developer is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista installing the Electric Service. In the event Developer fails to identify or expose any underground facilities, Developer will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost of repair such facilities.

## Section 6 Easements and access to Property

Developer grants Avista a perpetual right of ingress, egress and access over and across the Development to install, operate, inspect, replace, and maintain the Electric Service. Upon request by Avista, Developer shall grant, convey, and warrant to Avista a perpetual, non-exclusive easement on, over, under, along, and across the Development that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate, and replace the Electric Service and all related appurtenance. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain the Electric Service under this Agreement, Developer shall reimburse Avista for the actual cost applicable for securing such easements and permits.

## Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnities") from all claims, demands, suit losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

## Section 8 Party Representatives and Notices

### 8.1 Party Representative

- 8.1.1 Avista's Construction Representative, Scott Weber, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization, and/or notice under this Agreement. Where identified herein, any required notice to Avista's Real Estate Representative shall be as provided in Section 8.2, below.
- 8.1.2 Developer's Representative, City of Coeur d'Alene Wastewater Department, will be the point of contact for Developer in all matters requiring Developer's approval, acceptance, authorization, and/or notice under this Agreement.

### 8.2 Notices to the Parties

- 8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests, and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.
- 8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.



**Section 9 Miscellaneous Provisions**

- 9.1 Electric Service. Any receipt and use of electric service shall be expressly conditioned upon, and subject to, the applicable Tariffs, as on file with the applicable state commission.
- 9.2 Entire Agreement. This Agreement consists of the following documents which are (i) incorporated into this Agreement; (ii) listed in descending order of precedence; and (iii) attached or referenced:  
Exhibit A: Construction Cost Worksheet  
Exhibit B: Sample Letter of Credit
- No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.
- 9.3 Assignment by Developer. Developer shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such Assignment, with or without Avista's prior written consent, will relieve Developer from its responsibilities under this Agreement.
- 9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement will survive the completion, termination, or cancellation of this Agreement.
- 9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.
- 9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.
- 9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
- 9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
- 9.10 Governing Law, Venue, and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Development is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.
- 9.11 Effectiveness. This Agreement is effect on the date of the last signature below.



Avista Corp.  
East 1411 Mission Ave.  
Spokane, WA 99220



---

CUSTOMER COPY

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # \_\_\_\_\_  
Amount: \$118,423.60  
Previous Extension #: \_\_\_\_\_

Or Other: \_\_\_\_\_

**Avista Corporation**

**City of Coeur d'Alene Wastewater Department**

Scott Weber  
(Signature)

\_\_\_\_\_  
(Signature)

Scott Weber  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

EAST REGION ENGINEER  
(Title)

\_\_\_\_\_  
(Title)

2/3/2017  
(Date Signed)

\_\_\_\_\_  
(Date Signed)



## I. CUSTOMER INFORMATION

CUSTOMER, who is a(n):

Name: City of Coeur d'Alene Wastewater Department  
Mailing Address: 710 E Mullan Ave  
Coeur d'Alene, ID 83814  
Phone Number:

## II. JOB INFORMATION

ELECTRIC (Ft.) Overhead Volts Phase  
EXTENSION (Ft.) Underground Volts 3 Phase  
ELECTRIC (Ft.) Overhead Volts Phase  
SERVICE (Ft.) Underground Volts Phase

BUILDERS FEE: 0.00

TO SERVE:

LOCATED AT: 1015 N Academic Way, Coeur d' Alene, ID

Name of Plat:

or Legal Description:

or Location:

Construction Contribution Scale

## III. CONSTRUCTION CONTRIBUTIONS

### CONSTRUCTION CONTRIBUTIONS

CUSTOMER NAME: City of Coeur d'Alene Wastewater Department WORK ORDER# 1001514274  
MAILING ADDRESS: 710 E Mullan Ave  
Coeur d'Alene, ID 83814

BASIC COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
BASIC COST Misc - See Note 1	0	\$0.00	\$118,423.60	(\$0.00)	\$118,423.60
<b>BASIC COST - Total</b>					<b>\$118,423.60</b>



**EXTENSION COST SUMMARY**

Total Basic Costs:		\$118,423.60
Total Exceptional: Costs:		\$0.00
Allowances:		\$0.00
Total Cust. Requested Costs:		\$0.00
Total Cost Reductions:		\$0.00
Total Termination Costs:		\$0.00
Remaining Value:	0	
Removal Cost:	0	
Salvage Value:	\$0.00	
Share of Previous Extension:		\$0.00
NET CUSTOMER COST		\$118,423.60

These costs are effective through Aug 2, 2017, provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 051 is Maxrefund.

**IV. SPECIAL PROVISIONS**

## Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

- 1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's electrical facilities to accommodate location or grade changes will be borne by Customer.
- 1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.
- 1.3 Customer shall install terminal equipment necessary to attach to Avista's service connection(s) that is accordance with Avista's standards, which will be provided to Customer prior to the work being performed.
- 1.4 Customer shall be responsible for providing the required trenching, Schedule 40 grey electrical conduit, backfilling, paving, pavement breaking, boring, excavation, sand cushions, permits and/or other related work to install the underground facilities. All work must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.
- 1.5 Customer shall provide vaults, enclosures, concrete pads, handholes, conduit or ducts, and/or equipment protective barriers,
- 1.6 Conduit
- 1.7 Customer shall be responsible for complying with all final compaction requirements and codes.

**V. EXCEPTIONS**

NOTES: TO INSTALL A PRIMARY TRANSFER SWITCH FOR THE CITY OF CDA WASTEWATER TREATMENT PLANT. CUSTOMER IS RESPONSIBLE TO REMOVE TREES, REINSTALL LANDSCAPING, COMPACTION AND FINAL TRENCH RESTORATION, IF NEEDED.

ESA#: 11868





Avista Utilities

Data Updated Daily

## Crew Work Order

WO#: 1001514274 Description: CDA WWTP-Install primary transfer switch

Feb 6, 2017 5:48:32 AM

Job Created:  
GIS Changes Required:

Jan 13, 2017 9:48:09 AM

Yes No

## Location of Work

Meter # AVE30571  
Premise ID  
SPID

Asset:	10440183	Distribution Transformer, PADMOUNT, 300 kVA, 3 PH, 13200/7620-480/277 V, Taps	Parent:
Location:	134501	Underground Transformer Bank	Work Group:
Avista Asset Name:	AVE30571		
Serial#	81409920497		

## Contacts

Customer Name: City of Coeur d'Alene Wastewater Department

Third Party or Landlord:

Day Phone:  
Alt Phone:  
WO Owner: Weber, Scott  
Requestor: Weber, Scott  
Contact:  
Company:  
Phone:

## Crew Information

Remarks to Crew: Install a primary transfer switch for the City of CDA Wastewater Treatment Plant at customer expense. City to remove tree and re-install landscaping when job is done.

Crew Instructions No Data Available

## Meter Information

Rate Schedule: Revenue Class BTU Load Transformer #:

Meter#:	Action:	Description:
Location:	Read:	Dials:
	Demand:	Multiplier:
		Code:

Meter#:	Action:	Description:
Location:	Read:	Dials:
	Demand:	Multiplier:
		Code:

## Notes from Crew

Foreman Crew# Date Created / /



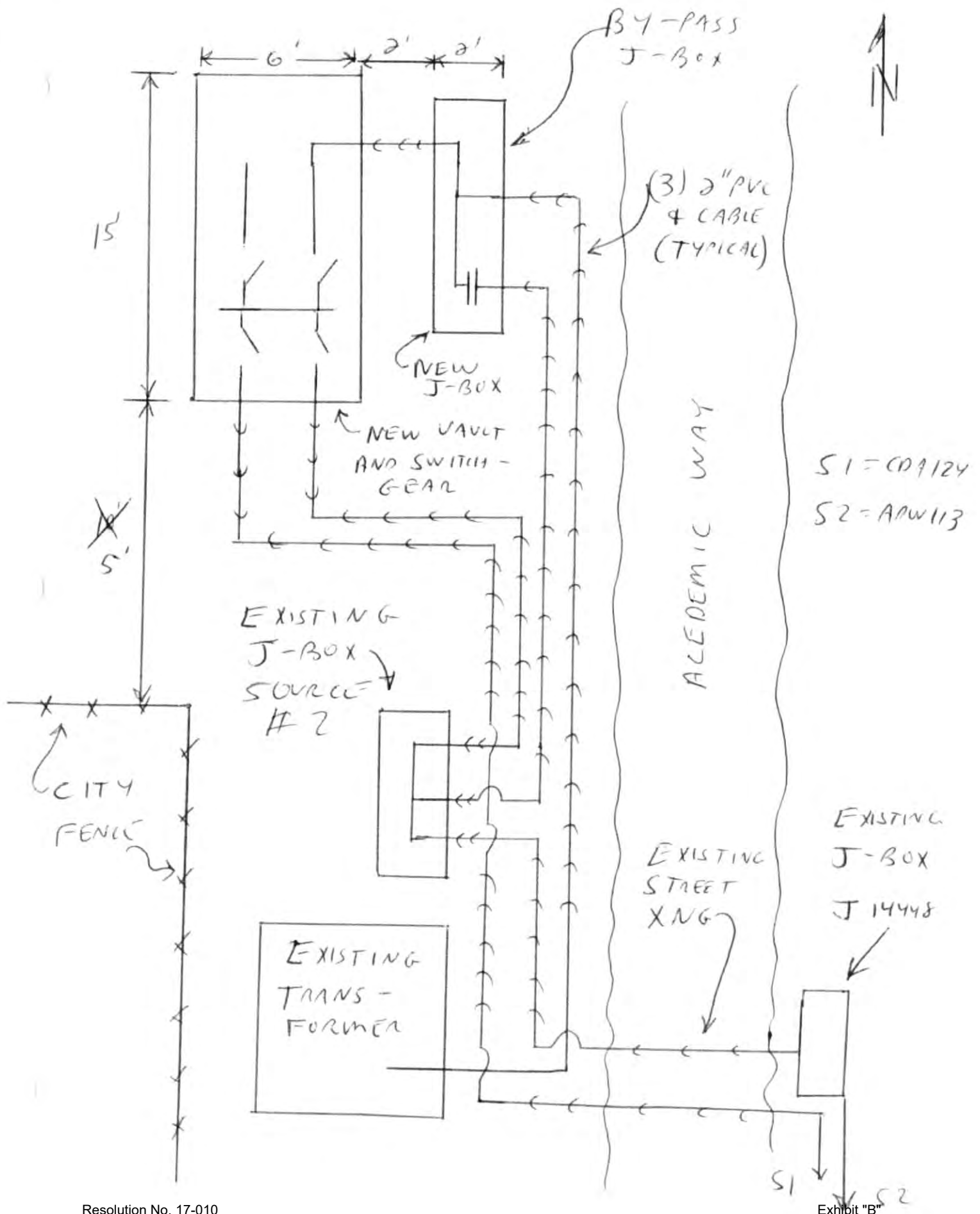


Locations of Avista Utilities' facilities on this map are approximate only. Changes to facilities may have occurred since the last update of this map. Review of this map is not an acceptable substitute for compliance with RCW Title 19, chapter 122, which includes notification of "One Call" before start of work.

1 inch = 100 feet

Exhibit "B"









## Work Order Cost Estimate Assembly Listing

Data Source: Work Order  
Data Updated Daily

Work Order 1001514274

WO Number: 1001514274  
Customer Name:  
Work Zone: 30MIN  
Service Address:

Description:  
Est Date: Jan 13, 2017 10:06:08 AM  
Design Version: 1  
Crew Type: URDCREW

Estimate Request	Est Ver	Labor Hours	Contract Labor Hours	Labor Cost	Contract Labor Cost	Material Cost In	Direct Materials Cost	Service Cost	Tool Cost In	Tool Cost Out	OH Cost	Salvage Amt	Deferred Amt	Adhoc Materials	Adjusted Total Cost for AdHoc
49126	1	191.39	\$0.00	\$7,711.73	\$0.00	\$20,286.88	\$0.00	\$0.00	\$16,293.41	\$0.00	\$5,421.08	\$0.00	\$0.00	\$68,710.50	\$118,423.60

Work Function	Work Function Desc	Original CU Name	Description	Quantity	Unit Cost	Line Cost
I	Install	Adhoc MII	SWITCH SOURCE PAD 15KV PST-9 6VT'S (6 CYCLE)	1	68,334	\$68,334.00
		GNDVLTBUS E \ UP \ GR	SUB VAULT INTERNAL GROUND BUS	1	286.30760571	\$286.31
		S814-66VISTA E \ UP \ UE	VAULT, CONC S814-66VISTA 16X10	1	16,582.03987937	\$16,582.04
		JE3 E \ UP \ EN	JNCTN ENCL 3PH 15KV 4POS	2	2,161.25408378	\$4,322.51
		JE3-GNDSLV E \ UP \ UE	GROUND SLV 3PH JE3 & JE3-25KV	2	578.51192028	\$1,157.02
		GNDUG E \ UP \ GR	GROUND-AT PAD OR VAULT	3	110.1235164	\$330.37
		BE15600/200 E \ UP \ EN	BUSH EXTENSION 15KV 600A/200A	6	257.23086721	\$1,543.39
		BC15 E \ UP \ PC	BUSH CAP 15KV	9	33.58446024	\$302.26
		Adhoc MII	HOOK CABLE RACK NONMETALLIC 2 SADDLE	15	25.1	\$376.50
		CBLRACK-FG E \ UP \ EN	CABLE RACK SUPPORT FIBERGLASS	20	137.53675878	\$2,750.74
		EB15 E \ UX \ PC	ELBW 15KV FOR #1 ALCN	24	150.08799345	\$3,602.11
		DLR36 G \ SS \ DT	DITCH-LSE ROCK 36 IN DEPTH	40	6.08477006	\$243.39
		2CPL E \ UV \ CD	2 IN PVC COUPLING	54	35.81426524	\$1,933.97
		2SWEEP E \ US \ CD	SWEEP, 2 IN, 90 DEG PVC	54	24.769308	\$1,337.54
		LABOR-EXTRA E \ UP \ EN	ADDITIONAL LABOR MANHOURS	70	173.85036816	\$12,169.53
		2CDTPL E \ UP \ CD	CNDT-2 INCH PVC	390	1.52046185	\$592.98
		1CN15 E \ UP \ EC	CABLE UG #1SOL-#2STR W/CN 15KV	690	2.8315754	\$1,953.79
R	Removal	BOXPAD E \ UX \ UE	BOX PAD - 1PH PADMOUNT TRANSF	1	135.30622721	\$135.31
		EB15 E \ UP \ PC	ELBW 15KV FOR #1 ALCN	2	50.73949113	\$101.48
		1CN15 E \ UP \ EC	CABLE UG #1SOL-#2STR W/CN 15KV	330	1.11627085	\$368.37

Overall - Total \$118,423.59





## Work Order Cost Estimate Accounting Summary

Data Source: Work  
Order  
Data Updated Daily

Work Function	Accounting Code	Line Cost
I		\$68,710.50
	366.00	\$19,669.59
	367.00	\$6,276.30
		\$23,162.06
R	108.00	\$605.15
Overall - Total		\$118,423.59



## ANNOUNCEMENTS



# GENERAL SERVICES COMMITTEE



## **CITY COUNCIL STAFF REPORT**

**DATE:** February 21, 2017  
**FROM:** Hilary Anderson, Community Planning Director  
**SUBJECT:** Proposed Repeal of the Pocket Residential Development Ordinance

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### **DECISION POINT:**

The City Council is being asked to repeal the Pocket Residential Development Ordinance.

### **HISTORY:**

The City Council adopted the Pocket Residential Development Ordinance in 2007. The ordinance allows Pocket Residential Development (PRD), which is more commonly referred to as “pocket housing,” within the R-8, R-12, R-17, C-17 and C-17L zoning districts.

The PRD Ordinance was drafted by Mark Hinshaw, formerly of LMN Architects, and replaced the city’s Cluster Housing Ordinance.

The purpose of the PRD Ordinance is to,

1. Encourage greater efficiency of land use by allowing compact infill development on aggregate sites.
2. Stimulate new housing that is compatible in scale and character to established surrounding residential areas.
3. Produce a broader range of building forms for residential development.
4. Expand opportunities for home ownership, including both condominium and fee simple.
5. Ensure that residents of such housing enjoy a high quality environment, with permanence, stability and access to green space.

Since 2007, more than a dozen PRD projects have been approved and more than 50 pocket homes (comprised of a mix of single-family units, duplexes and fourplexes) have been constructed or started in the Coeur d’Alene. The smallest pocket housing project has three units and the largest has 40 units. The projects are spread throughout the city. Even though the intent was for pocket housing to be for compact infill development, many of the projects are on properties that are not considered infill and the quality of the projects has varied widely.

The Planning Commission heard a presentation by staff on September 13<sup>th</sup> proposing to repeal the PRD Ordinance. After the staff presentation and the Planning Commission discussion on the proposal, Chairman Jordon affirmed that he was in agreement with staff’s proposal. Eric Olson, HMM Engineering, spoke during the public testimony and said they wanted to make sure the pocket housing projects proposed by Dennis Cunningham, Active West, would not be impacted by the repeal. Mr. Olson offered to get involved with the development of the new ordinance. The Commission suggested reaching out to development groups about the proposed repeal and voted 5-0 to recommend to the City Council to repeal the PRD Ordinance.



A presentation was made to the General Services Committee on February 13, 2017. The committee approved a motion to authorize various code amendments regarding Pocket Residential Development, repeal the Pocket Residential Development Ordinance, and direct staff to move forward with creating new regulations.

## **FINANCIAL ANALYSIS:**

The proposed repeal of the PRD Ordinance is anticipated to be cost neutral.

## **PERFORMANCE ANALYSIS:**

While some of the pocket housing projects have helped create opportunities on infill lots, the majority have been projects in greenfield areas where development could have occurred as a standard subdivision or a Planned Unit Development project.

Each time a proposed project is described as “pocket housing,” city staff is on guard and prepared to review a plan that pushes the Pocket Residential Development Ordinance rules and sometimes the Fire and Building Codes. Staff has grown to expect that proposed pocket housing projects have a high likelihood of resulting in a poorly designed development that are located typically in greenfield areas of the city.

The following list of concerns and complaints about pocket housing came from a staff discussion at a Development Review Team meeting in May 2016, involving the Planning, Engineering, Building, Fire, Water, Wastewater, and Parks & Recreation departments, and other discussions with staff members in recent months.

Known issues and recommendations that staff documented (May 2016):

- Infill is the original intent of the ordinance. The majority of the pocket housing projects are not infill projects.
- The ordinance allows pocket housing projects on lots up to 5 acres in size. A 5-acre lot is very different from an infill lot that is a challenge to develop. The maximum size should be reduced from 5 acres to 1.5 acres. Greater than 1.5 acre should be a PUD.
- The minimum size should also be evaluated.
- Pocket Housing has undone everything in the subdivision code
- A maximum of 5 units should be allowed on a private drive. Pocket housing should not be allowed to have more than 5 lots on a driveway.
- There is a desire to remove the option for private streets in pocket housing projects.
- Addressing can often be an issue in pocket housing projects.
- The pocket housing projects off of Davidson are technically driveways.
- The ordinance does not require frontage on a public street and allows shared driveways. Pocket housing units should front on a public street.
- The open space requirement is less than PUD projects and the designated open space areas in several pocket housing projects are not improved, maintained or usable. Qualifying open space can also simply be a yard for the individual residence.



- Evaluate the maximum lot coverage of 50%.
- Evaluate the setback requirements. The ordinance requirements are for the entire lot not setbacks between units.
- Evaluate lot sizes. The ordinance does not have a minimum lot size for lots within a pocket residential development.
- The ordinance requires alley access to off-street parking if an alley exists. Some projects may be better served with parking off of the street.
- Shared parking lots are allowed. This results in apartment style parking, which may not be compatible with surrounding single-family uses.
- No private streets should be allowed unless it is a PUD project
- Gated entrances should be prohibited in pocket housing projects.
- The water department has concerns that installed mains in PRD projects are “dead-ends” and will never be looped for long-term maintenance/flushing.
- The Fire Department has concerns with driveways/private roads longer than 150’, turning radius, road widths, and water supply for pocket housing projects.
- The design standards restrict T-111 siding and metal siding in the R-8 and R-12 zones. It is not clear the way code was drafted if T-111 is permitted in the R-17, C-17 and C-17L zones. The intent was to exclude T-111 as an acceptable material.
- Vinyl siding, which can be a fire hazard for structures that are placed closely together, is not restricted in any of the zoning districts. Staff believes vinyl siding should be restricted. But because pocket housing projects can use vinyl siding, most of the pocket housing projects opt for these cheaper alternatives. Also, the Pocket Housing Design Standards handout lists examples that encourage the following materials as siding: Brick, cedar shake, and traditional lap siding.
- The design standards require separate entrances but do not specify that front doors are visible from the street or private driveway.

Following the Planning Commission discussion, staff reached out to the North Idaho Building Contractors Association (NIBCA) for their feedback on the proposed repeal in late October 2016. The NIBCA Board of Directors provided the following comments:

*Hillary,*

*Thank you for providing NIBCA the opportunity to review and comment on the "Proposed Repeal of the Pocket Development Ordinance O-3-16" in Coeur d'Alene. We discussed this ordinance at our board meeting and would like the City to consider the following comments.*

*The NIBCA Board of Directors maintain that Infill Development is still a significant land use pattern that needs to be acknowledged and would like the City of Coeur d'Alene to install Zoning Codes / Ordinances that allow housing in blighted areas as well as re-position distressed or underutilized properties. The National Association of Home Builders (NAHB) across the Country has recognized that the need for housing in the inner cities across our country is growing and is in much needed demand. NIBCA also agrees with NAHB and would support the City of Coeur d'Alene on a repeal only if there are other solutions moving forward to implement infill housing.*



*The NIBCA Board of Directors also discussed the "Cottage Housing Ordinance in Sandpoint" as it may be a model for Coeur d'Alene. The Board has concerns over this as presented. NIBCA and NAHB don't see the industry moving in the direction of "cottage" housing nor does NIBCA think it is appropriate to use such an isolated community as Sandpoint as the model for this. Sandpoint's growth is not a representation of the type of expansion the City of Coeur d'Alene will see over the next 20+ years. We acknowledge in your communication that other sample Cities may be researched and we welcome that. We find this to be very important if the City and County are going to attract the younger Millennial and Gen-Y's as a significant employment base. Urban and infill housing are much more applicable than "cottage" housing.*

*We support staff in revamping the current infill ordinance and welcome participating in a proposed newly crafted urban/infill ordinance.*

*Thank you and please keep us posted as this moves forward.*

*Kind Regards,*

**Shelly Donovan**

*Executive Officer*

*North Idaho Building Contractors Association (NIBCA)*

Staff initially thought Sandpoint's cottage housing ordinance could be a good model for Coeur d'Alene since it is designed to provide opportunities for a variety of housing choices including the need for more smaller, more diverse, and often, more affordable housing choices, provide for a variety of housing types also encourage innovation and diversity in housing design and site development, and to ensure compatibility with surrounding single-family residential development. However, after hearing from NIBCA, staff has expanded the research effort to include all types of infill housing and has found model ordinances from around the country. Staff recently began drafting an ordinance that will be circulated to other city staff for initial review and then the draft ordinance will be distributed to the development community and neighborhood groups for input prior to bringing it forward to the Planning Commission and City Council. Staff is also considering conducting an online survey to get a better understanding of the types of infill housing options that are desired by community members and builders, and find out what type of housing the development community would like to be able to build on infill lots.

Staff has been working with several developers to help them get their proposed pocket housing projects vested under the ordinance prior to a possible repeal since they had both purchased and/or owned property and spent money to design and engineer viable projects under the current ordinance.

The Planning Department is proposing to repeal the ordinance rather than take a Band-Aid approach and try to fix the ordinance. Staff is recommending a repeal of the ordinance at this time. If approved, staff will then bring back a brand-new ordinance focused on infill housing that addresses the concerns and desires of city staff, the development community and neighborhood groups. A newly designed ordinance would seek to incentivize infill development that fits well with surrounding residential uses that does not duplicate PUD projects or projects that could occur as a standard project under the Subdivision Code.

If the Pocket Housing Ordinance is repealed, affordable and market-rate housing options would still be allowed in the city in the interim with the underlying zoning districts, the FAR development



potential in the overlay zoning districts, and the Accessory Dwelling Unit and PUD provisions of the Zoning Code.

Photos of several pocket housing projects will be presented to the City Council to provide context to the discussion and show the wide range of project sizes, locations, architectural styles, quality of materials, and compatibility with surrounding residential uses.

**DECISION POINT/RECOMMENDATION:**

The City Council is being asked to repeal the Pocket Residential Development Ordinance, which is supported by the Planning Commission's motion, the General Services Committee, and feedback that was received from NIBCA. Other options include retaining the ordinance or modifying the ordinance.

**Attachment:**

Pocket Residential Development handout





# POCKET RESIDENTIAL DEVELOPMENT

## PURPOSE

- To encourage greater efficiency of land use by allowing compact infill development on aggregate sites.
- To stimulate new housing that is compatible in scale and character to established surrounding residential areas.
- To produce a broader range of building forms for residential development.
- To expand opportunities for home ownership, including both condominium and fee simple.
- To ensure that residents of such housing enjoy a high quality environment, with permanence, stability and access to green space.

## APPLICABILITY

- Pocket residential Development is permitted within the R-8, R-12, R-17, C-17L and C-17 Districts. (Pocket Residential Development replaced the previous “Cluster Housing”)



# BASIC DEVELOPMENT STANDARDS

## A. Maximum Building Height

- 32 feet

## B. Maximum Site Coverage

- 50%

## C. Minimum / Maximum Site Size

- R-8 – 16,500 sf
- R-12 – 10,500 sf
- R-17, C-17L & C-17 – 7,500 sf /
- Subdivided development > 5 ac requires approval through Planned Unit Development process.

## D. Site Setbacks

- Front Yard: 20 feet
- Side Yard, adjacent to other residential zoning: 10 feet
- Side Yard, fronting a street: 10 feet
- Rear Yard: 15 feet

## E. Density

The density in a pocket residential development is limited to that allowed in the appropriate zoning district on a site of the same size.

## F. Frontage:

Frontage on a public street is not required for lots in a pocket housing development provided that the planning and zoning commission determines through the subdivision process that the development provides for adequate access to the lot via easements, shared driveways or other means.

## G. Parking

- One stall for each one-bedroom dwelling.
- Two stalls for each dwelling having two or more bedrooms.



## **H. Usable Open Space**

Pocket Residential Development shall provide usable open space for residents. Such space may be either in a common, shared form or associated with individual units. The minimum required amount is 300 sf per dwelling unit. Such space shall be at least 15 feet in the narrowest dimension and shall be planted with grass and one tree minimum of 2" in cal for each 300 sf. Hard-surfaced patios or decks may occupy up to one-half of the required area.

## **I. Lot Size**

There is no minimum lot size within a pocket residential development



# DESIGN STANDARDS

## A. GROUND LEVEL ACCESS

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### **Intent:**

To create the appearance of individual homes rather than apartments.

### **Standards:**

Each dwelling unit shall have its own individual access from grade. Stacked Units with internal stairways accessed from grade are permitted.



*Individual Access from Grade*



*Example of Individual Access for Each Unit*



*Example of Individual Access with Shared Open Space*



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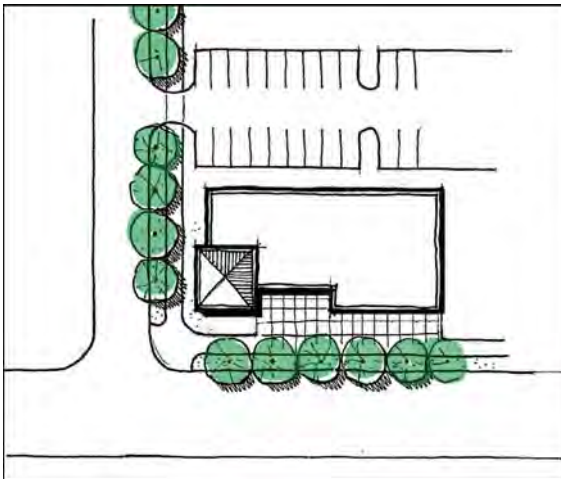
## B. PARKING LOTS

### Intent:

To ensure that parking is as unobtrusive as possible.

### Standards:

1. If the development abuts an alley, parking shall be accessed from the alley.
2. Surface parking lots shall be screened both from the street and adjacent residential development by a combination of trees and shrubs. Trees shall be at least 2" in cal at the time of planting and no more than 30 feet apart. Shrubs shall be at least 30" in height at the time of planting. Decorative walls or fences no more than 48" in height may be used in lieu of shrubs.
3. All surface parking shall be paved with asphalt, concrete or unit pavers. Gravel is not permitted.



*Example of Surface Parking Accessed from Alley*



*Planting Material Screen*



*Example of Surface Parking Screened from Street*



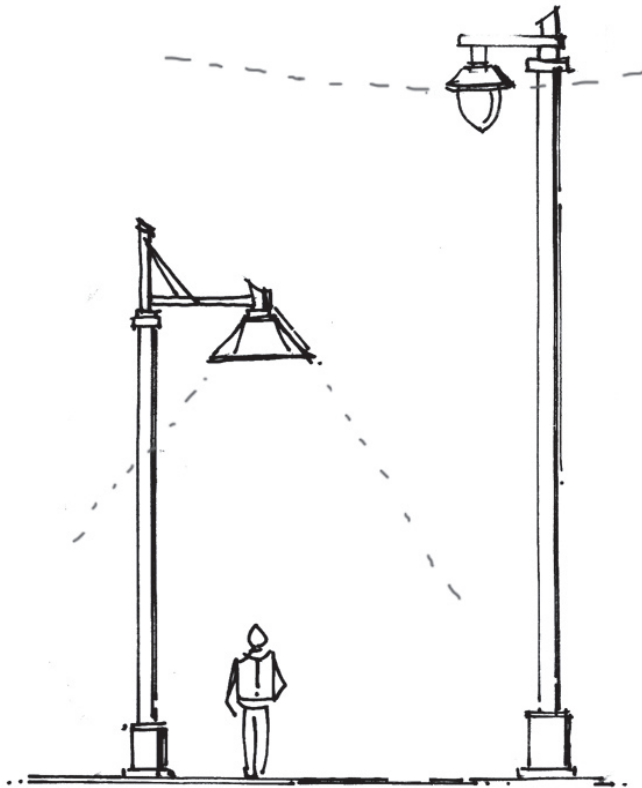
## C. Lighting

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**Intent:** To diminish the amount of glare and spillover from lighting

**Standards:**

1. Exterior lighting fixtures shall not exceed 1 foot candle in intensity.
2. Lighting fixtures shall be equipped with cutoff elements to direct light downwards



*Cut-off Fixture vs Non-Cut-off Fixture*



*Example of Cut-off Fixture*



## D. Fencing

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### Intent:

To ensure a residential atmosphere.

### Standards:

1. Chain link fence is not permitted.
2. Fencing higher than 48" shall not be permitted along any street frontage.



*Residential Fence Along Street Frontage*



*Fencing Along Street No Higher than 48"*



*Residential Fencing*



## E. Materials

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### Intent:

To ensure a high quality level of development

### Standards:

1. T-111 and metal siding is not permitted on any structure in R-8 or R-12 zone.
2. Metal siding is permitted on structures in R-17 or Commercial zones.



*Examples of Acceptable Siding*



*Examples of Acceptable Siding Including Brick, Cedar Shake and Traditional Lap Siding*



## F. Roof Pitch

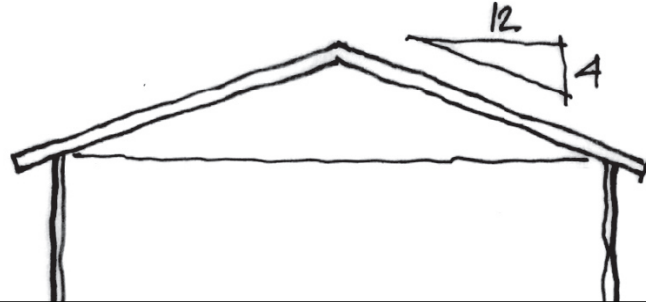
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### Intent:

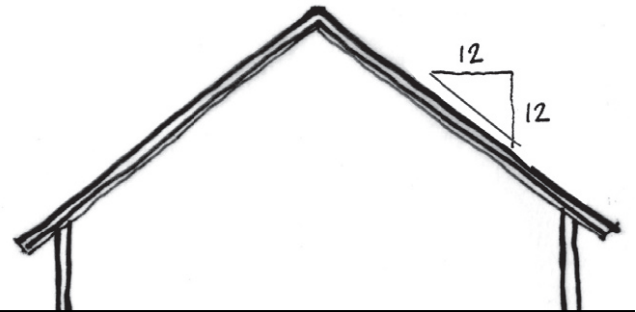
To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

### Standards:

In R-8 and R-12 districts, Roof pitch shall have a minimum slope of 4:12 and a maximum slope of 12:12.



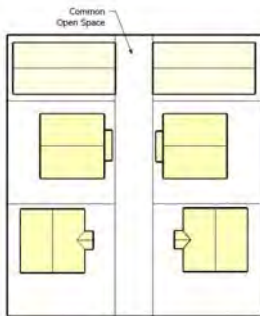
*Minimum Slope 4:12*



*Maximum Slope 12:12*



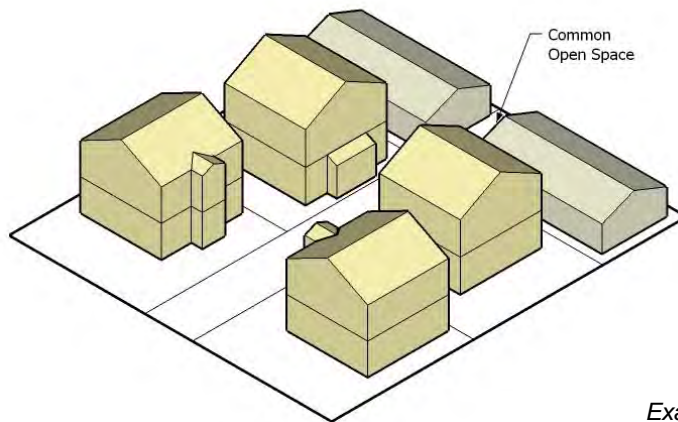
# Illustrative Configurations



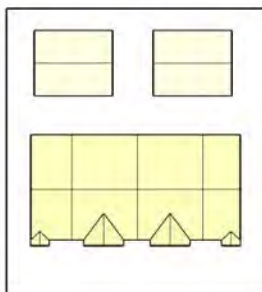
*Separate ownership*

*Example Parcel in R-17*

11,000 sq ft parcel  
4 units  
1200 sq ft ea



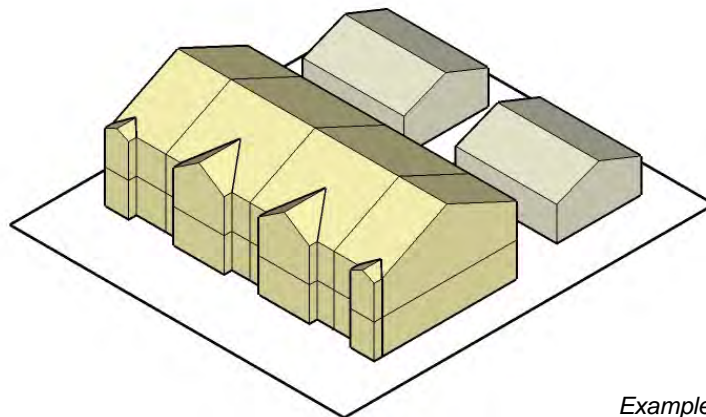
*Example 1*



*Single ownership*

*Example Parcel in R-17*

11,000 sq ft parcel  
4 units  
1200-1600 sq ft ea



*Example 2*



# O-3-16

## Proposed Repeal of the **Pocket Residential Development Ordinance**



## History

The Pocket Residential Development Ordinance was adopted in 2007.

The ordinance allows Pocket Residential Development (PRD) within the R-8, R-12, R-17, C-17 and C-17L zoning districts.





## POCKET RESIDENTIAL DEVELOPMENT







*Examples of Acceptable Siding*



*Examples of Acceptable Siding Including Brick, Cedar Shake and Traditional Lap Siding*

**Intent:**

To create the appearance of individual homes rather than apartments.

**Standards:**

Each dwelling unit shall have its own individual access from grade. Stacked Units with internal stairways accessed from grade are permitted.



*Individual Access from Grade*



*Example of Individual Access for Each Unit*



*Example of Individual Access with Shared Open Space*



# Performance Analysis

Not all Pocket Housing is created equally!

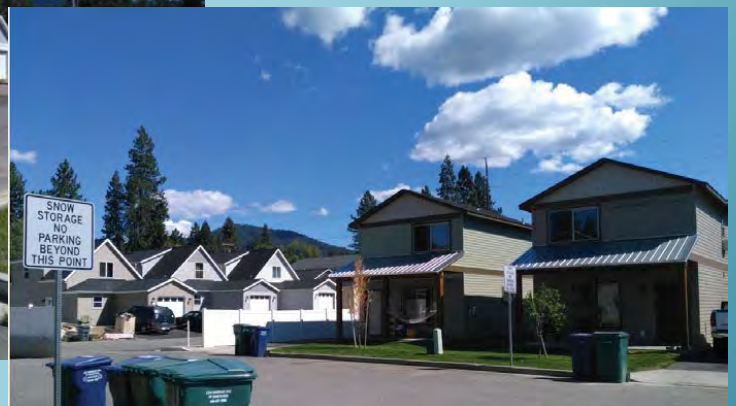
22 items have been provided by staff that are known issues with the PRD ordinance

Design, Layout &  
Materials  
of existing pocket housing





















**Parking, Access &  
Trash  
of existing pocket housing**















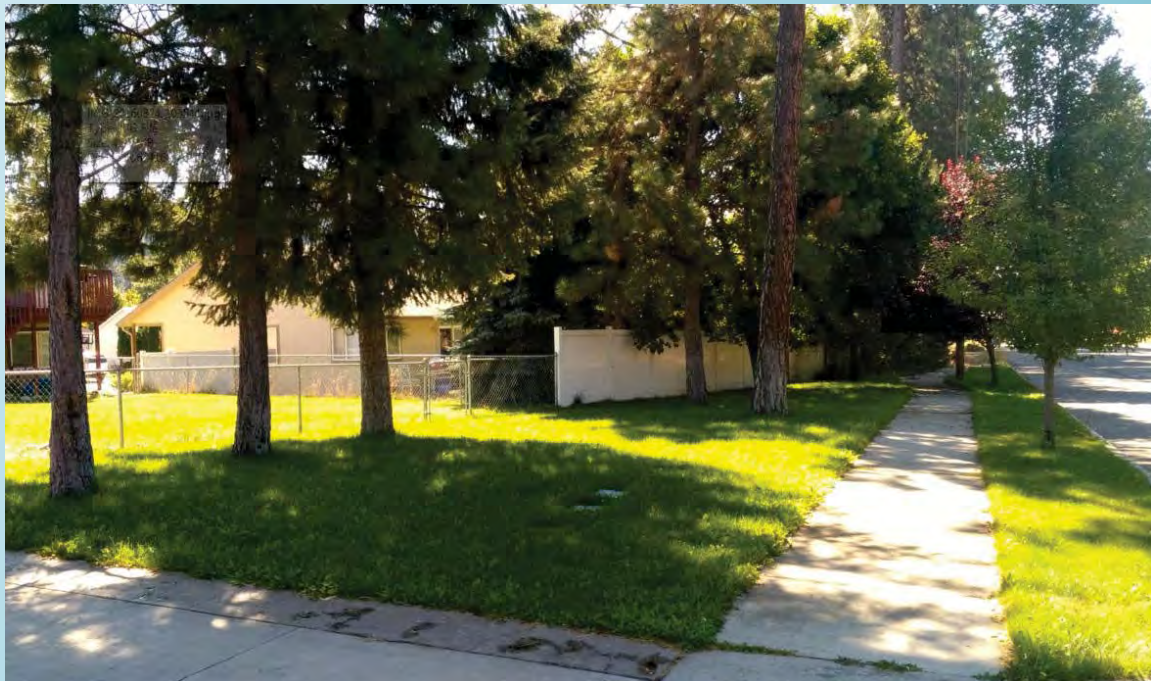








# Open Space in existing pocket housing













# Proposal

- Repeal Ordinance
- Bring back a brand-new ordinance
- In the interim, underlying zoning, PUD, and FAR allow for variety of housing options
- Vested rights for projects already underway





ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 17-1004

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 16.15.160(B), 17.03.030(B), 17.05.090, 17.05.100, 17.05.150, 17.05.160, 17.05.170, 17.05.180, 17.05.230, 17.05.240, 17.05.250, 17.05.260, 17.05.270, 17.05.290, 17.05.310, 17.05.320, 17.05.340, 17.05.350, 17.05.390, 17.05.400, 17.05.500, 17.05.560, 17.05.580, 17.05.820(B), 17.05.835(B), and 17.44.030 TO REMOVE REFERENCES TO POCKET RESIDENTIAL DEVELOPMENT; REPEALING SECTION IX OF MUNICIPAL CODE CHAPTER 17.07 ENTITLED POCKET RESIDENTIAL DEVELOPMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 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 16.15.160(B) is amended to read as follows:*

B. Lots may front, and access from, private driveways if one of the following conditions are met:

1. Residential lots served by common parking and driveways may front and access from a private driveway situated in a separate tract dedicated on the final plat. Driveways for single-family residences may not serve more than five (5) lots, ~~except for pocket housing developments.~~
2. Commercial lots that are served by common parking and driveways (i.e., shopping centers) may be accessed by easements or separate tracts dedicated on the final plat.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 17.03.030(B) is amended to read as follows:*

B. Types of structures included within residential activities are:

1. Detached housing: One dwelling unit, freestanding and structurally separated from any other dwelling unit or building, except for an accessory building located on a lot or building site which is unoccupied by any other dwelling unit or main building.
  - a. Single-family detached housing: One dwelling unit occupied by a "family" as defined in this title, including manufactured structures and designated manufactured homes as defined in this chapter.



b. Group dwelling detached housing: One dwelling unit occupied by a group as defined in subsection 17.02.045J of this title.

2. Duplex housing: Two (2) dwelling units that are in a side by side or vertical arrangement which share a common structural system, and are located on a lot or building site which is unoccupied by any other dwelling unit or principal use.

~~3. Pocket residential development: Dwelling units that are side by side and employ the common wall type of construction or are separate, but grouped together with common open spaces and vehicular access, located on a lot or building site or portion thereof which is unoccupied by any other main buildings.~~

~~34.~~ Multiple-family housing: A structure containing at least three (3) dwelling units employing a vertical arrangement located on a lot or building site or portion thereof which is unoccupied by any other main building; this term includes condominium dwelling units when employing a vertical arrangement.

~~45.~~ Private enclosed recreation facility: A structure that encloses areas and equipment for activities that are primarily recreational in nature, also mailrooms, accessory to and expressly for residential developments and not commercial in function.

~~56.~~ Mobile home: A housing unit that is primarily preconstructed and brought to a site for placement, and is designed and/or intended for human habitation on a weekly or longer basis.

~~67.~~ Boarding house: A residence consisting of at least one dwelling unit together with more than two (2) rooms that are rented or are designed or intended to be rented but which rooms, individually or collectively, do not constitute separate dwelling units as defined herein.

~~78.~~ Single-family attached housing: Dwelling units that are side by side and employ a common wall construction and are located on separate lots.

~~89.~~ Elderly housing: A structure containing at least three (3) dwelling units and specifically designated for and limited by covenant restriction to senior citizens over sixty two (62) years of age.

**SECTION 3.** *That Coeur d'Alene Municipal Code Section 17.05.090 is amended to read as follows:*

A. The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.



B. In this district a special use permit, as prescribed in section 17.09.205 of this title may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least sixty six percent (66%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1½) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.

~~C. In this district a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential development. This density increase provision is established to reflect the concern for energy and environment conservation.~~

CD. Project review (see sections 17.07.305 through 17.07.330 of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses, except residential uses for four (4) or fewer dwellings.

**SECTION 4.** *That Coeur d'Alene Municipal Code Section 17.05.100 is amended to read as follows:*

Principal permitted uses in an R-8 district shall be as follows:

Administrative.

Duplex housing.

Essential service (underground).

"Home occupation", as defined in this title.

Neighborhood recreation.

~~Pocket residential development.~~

Public recreation.

Single-family detached housing.

**SECTION 5.** *That Coeur d'Alene Municipal Code Section 17.05.150 is amended to read as follows:*

The minimum lot requirements in an R-8 district shall be five thousand five hundred (5,500) square feet per unit per individual lot. ~~However, a two (2) unit per gross acre density increase may be awarded for each gross acre included in a pocket residential development.~~ All buildable lots, ~~other than pocket residential developments,~~ must have fifty feet (50') of frontage on a public street, unless an alternative is approved by the city through normal subdivision procedure, or unless a lot is nonconforming (see section 17.06.980 of this title).

**SECTION 6.** *That Coeur d'Alene Municipal Code Section 17.05.160 is amended to read as follows:*

Minimum yard requirements for residential activities in an R-8 district shall be as follows:



A. Single-family and duplex structures must meet the minimum yard requirements for a single-family structure established by the R-3 district.

~~B. For pocket residential developments, see section 17.07.1010 of this title.~~

~~BC.~~ Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code.

~~CD.~~ There will be no permanent structures erected within the corner cutoff areas.

~~DE.~~ Extensions into yards are permitted in accordance with section 17.06.495 of this title.

**SECTION 7.** *That Coeur d'Alene Municipal Code Section 17.05.170 is amended to read as follows:*

A. The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross acre.

B. In this district a special use permit, as prescribed in chapter 17.09, article III of this title, may be requested by neighborhood sponsor to restrict development for a specific area in single-family detached housing. To constitute neighborhood sponsor, sixty six percent (66%) of the people who own at least sixty six percent (66%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1½) gross acres bounded by streets, alleys, rear lot lines or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.

~~C. In this district, a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential development. This density increase provision is established to reflect the growing concern for energy and environment conservation.~~

~~CD.~~ Project review (see chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service, and industry uses except residential uses for four (4) or fewer dwellings.

**SECTION 8.** *That Coeur d'Alene Municipal Code Section 17.05.180 is amended to read as follows:*

Principal permitted uses in an R-12 district shall be as follows:

Administrative.

Duplex housing.

Essential service (underground).

"Home occupation", as defined in this title.

Neighborhood recreation.

~~Pocket residential development.~~



Public recreation.

Single-family detached housing as specified by the R-8 district.

**SECTION 9.** *That Coeur d'Alene Municipal Code Section 17.05.230 is amended to read as follows:*

Minimum lot requirements in an R-12 district shall be as follows:

- A. 1. Three thousand five hundred (3,500) square feet per unit except for single-family detached housing; ~~a two (2) unit per gross acre density increase may be awarded for each gross acre included in a pocket residential development.~~
2. Five thousand five hundred (5,500) square feet per single-family detached lot.
- B. All buildable lots, ~~other than pocket residential developments,~~ must have fifty feet (50') of frontage on a public street, unless an alternative is approved by the city through the normal subdivision procedure or unless a lot is nonconforming (see section 17.06.980 of this title).

**SECTION 10.** *That Coeur d'Alene Municipal Code Section 17.05.240 is amended to read as follows:*

Minimum yard requirements for residential activities in an R-12 district shall be as follows:

- A. Single-family and duplex structures must meet the minimum yard requirements for a single-family structure established by the R-3 district.
- ~~B. For pocket residential developments, see section 17.07.1010 of this title.~~
- ~~B~~C. Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code.
- ~~C~~D. There will be no permanent structures erected within the corner cutoff areas.
- ~~D~~E. Extensions into yards are permitted in accordance with section 17.06.495 of this title.

**SECTION 11.** *That Coeur d'Alene Municipal Code Section 17.05.250 is amended to read as follows:*

- A. The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.
- B. This district permits single-family detached housing as specified by the R-8 district and duplex housing as specified by the R-12 district.
- C. This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.



D. This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

~~E. In this district, a special use permit may be requested by the developer for a three (3) unit per gross acre density increase for each gross acre included in a pocket residential development. This density increase provision is established to reflect the growing concern for energy and environment conservation.~~

~~EF.~~ Project review (see chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings.

**SECTION 12.** *That Coeur d'Alene Municipal Code Section 17.05.260 is amended to read as follows:*

Principal permitted uses in an R-17 district shall be as follows:

Administrative.

Childcare facility.

Community education.

Duplex housing as specified by the R-12 district.

Essential service.

"Home occupation", as defined in this title.

Multiple-family.

Neighborhood recreation.

~~Pocket residential development.~~

Public recreation.

Single-family detached housing as specified by the R-8 district.

**SECTION 13.** *That Coeur d'Alene Municipal Code Section 17.05.270 is amended to read as follows:*

Accessory permitted uses in an R-17 district shall be as follows:

Accessory dwelling units.

Garage or carport (attached or detached).

Mailroom and/or common use room for ~~pocket residential or~~ multiple-family developments.

Outside area or building for storage when incidental to the principal use.

Private recreation facility (enclosed or unenclosed).

**SECTION 14.** *That Coeur d'Alene Municipal Code Section 17.05.290 is amended to read as follows:*

Maximum height requirements in an R-17 district shall be as follows:



## MAXIMUM HEIGHT

Structure Type	Structure Location	
	In Buildable Area For Principal Facilities	In Rear Yard
Single-family and duplex structure	32 feet <sup>1</sup>	n/a
Multiple-family structure	45 feet <sup>1</sup>	n/a
For public recreation, community education or religious assembly activities	45 feet <sup>1</sup>	n/a
Detached accessory building including garages and carports	32 feet <sup>1</sup>	With low or no slope roof: 14 feet With medium to high slope roof: 18 feet

Note:

1. Unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street. ~~See section 17.07.1010 for maximum heights for pocket residential units.~~

**SECTION 15.** *That Coeur d'Alene Municipal Code Section 17.05.310 is amended to read as follows:*

A. Minimum lot requirements in an R-17 district shall be as follows:

1. Two thousand five hundred (2,500) square feet per unit except for single-family or duplex housing. ~~A three (3) unit per gross acre density increase may be awarded for each gross acre included in a pocket residential development.~~
2. Five thousand five hundred (5,500) square feet per single-family detached lot.
3. Three thousand five hundred (3,500) square feet per unit for duplex housing lots.

B. All buildable lots, ~~other than pocket housing developments,~~ must have fifty feet (50') of frontage on a public street unless an alternative is approved by the city through the normal subdivision procedure or unless a lot is nonconforming (see section 17.06.980 of this title).

**SECTION 16.** *That Coeur d'Alene Municipal Code Section 17.05.320 is amended to read as follows:*

Minimum yard requirements for residential activities in an R-17 district shall be as follows:



A. Single-family and duplex structures must meet the minimum yard requirements for a single-family structure established by the R-3 district.

B. ~~For pocket residential developments, see section 17.07.1010 of this title.~~

BC. Multiple-family housing at seventeen (17) units per acre:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be ten feet (10').
3. Side, Street: The street side yard requirement shall be twenty feet (20').
4. Rear: The rear yard requirement shall be twenty feet (20'). However, the required rear yard will be reduced by one-half ( $\frac{1}{2}$ ) when adjacent to public open space (see section 17.06.480 of this title).

CD. Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code.

DE. There will be no permanent structures erected within the corner cutoff areas.

EF. Extensions into yards are permitted in accordance with section 17.06.495 of this title.

**SECTION 17.** *That Coeur d'Alene Municipal Code Section 17.05.340 is amended to read as follows:*

Principal permitted uses in an R-34 district shall be as follows:

Essential service.

Multiple-family housing.

Neighborhood recreation.

~~Pocket residential developments as specified by the R-17 district.~~

Public recreation.

**SECTION 18.** *That Coeur d'Alene Municipal Code Section 17.05.350 is amended to read as follows:*

Accessory permitted uses in an R-34 district shall be as follows:

Accessory dwelling units.

Garage or carport (attached or detached).

Mailroom or common use room for ~~pocket residential or~~ multiple-family development.

Outside area or building for storage when incidental to the principal use.

Private recreation facility (enclosed or unenclosed).



**SECTION 19.** *That Coeur d'Alene Municipal Code Section 17.05.390 is amended to read as follows:*

Minimum lot requirements in an R-34 district shall be as follows:

A. One thousand two hundred seventy five (1,275) square feet per unit for multiple-family at thirty four (34) units per acre. A four (4) unit gross acre density increase may be granted for each gross acre included in the development.

~~B. Two thousand five hundred (2,500) square feet per acre for pocket residential developments at seventeen (17) units per acre. A three (3) unit per gross acre density increase may be granted for each gross acre included in the development.~~ All building lots must have seventy five feet (75') of frontage on a public street, unless an alternative is approved by the city through the normal subdivision procedure or unless the lot is nonconforming (see section 17.06.980 of this title).

**SECTION 20.** *That Coeur d'Alene Municipal Code Section 17.05.400 is amended to read as follows:*

Minimum yard requirements in an R-34 district shall be as follows:

~~A. For pocket residential development, see section 17.07.1010 of this title.~~

AB. For multiple-family housing at thirty four (34) units per acre:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be ten feet (10').
3. Side, Street: The street side yard requirement shall be twenty feet (20').
4. Rear: The rear yard requirement shall be twenty feet (20'). However, the required rear yard will be reduced by one-half ( $\frac{1}{2}$ ) when adjacent to public open space (see section 17.06.480 of this title).

BE. Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code.

CD. There will be no permanent structures erected within the corner cutoff areas.

DE. Extensions into yards are permitted in accordance with section 17.06.495 of this title.

**SECTION 21.** *That Coeur d'Alene Municipal Code Section 17.05.500 is amended to read as follows:*

Principal permitted uses in a C-17 district shall be as follows:



Administrative offices.  
Agricultural supplies and commodity sales.  
Automobile and accessory sales.  
Automobile parking when serving an adjacent business or apartment.  
Automobile renting.  
Automobile repair and cleaning.  
Automotive fleet storage.  
Automotive parking.  
Banks and financial institutions.  
Boarding house.  
Building maintenance service.  
Business supply retail sales.  
Business support service.  
Childcare facility.  
Commercial film production.  
Commercial kennel.  
Commercial recreation.  
Communication service.  
Community assembly.  
Community education.  
Community organization.  
Construction retail sales.  
Consumer repair service.  
Convenience sales.  
Convenience service.  
Department stores.  
Duplex housing (as specified by the R-12 district).  
Essential service.  
Farm equipment sales.  
Finished goods wholesale.  
Food and beverage stores, on/off site consumption.  
Funeral service.  
General construction service.  
Group assembly.  
Group dwelling - detached housing.  
Handicapped or minimal care facility.  
Home furnishing retail sales.  
Home occupations.  
Hospitals/healthcare.  
Hotel/motel.  
Juvenile offenders facility.  
Laundry service.  
Ministorage facilities.  
Multiple-family housing (as specified by the R-17 district).  
Neighborhood recreation.



Noncommercial kennel.  
Nursing/convalescent/rest homes for the aged.  
Personal service establishments.  
~~Pocket residential development (as specified by the R-17 district).~~  
Professional offices.  
Public recreation.  
Rehabilitative facility.  
Religious assembly.  
Retail gasoline sales.  
Single-family detached housing (as specified by the R-8 district).  
Specialty retail sales.  
Veterinary office.

**SECTION 22.** *That Coeur d'Alene Municipal Code Section 17.05.560 is amended to read as follows:*

Minimum yard requirements in a C-17 district shall be as follows:

A. Single-family and duplex structures must meet the minimum yard requirements for a single-family structure established by the R-3 district.

~~B. For pocket residential developments, see section 17.07.1010 of this title.~~

~~B~~C. For multiple-family housing, see the R-17 district.

~~C~~D. For remaining uses:

1. Front: The front yard requirement shall be ten feet (10') except where a majority of the property of the same block is already developed to the property line, in which case the front yard setback is zero feet (0').

2. Side And Rear: The side and rear yard requirements shall be zero feet (0') except as required by life safety or uniform building codes and except when the side or rear abuts a lot in a different district that requires rear or side yards, in which case the property in this district shall have setbacks as specified in section 17.06.475 of this title.

~~D~~E. There will be no permanent structures constructed within the corner cutoff.

**SECTION 23.** *That Coeur d'Alene Municipal Code Section 17.05.580 is amended to read as follows:*

Principal permitted uses in a C-17L district shall be as follows:

Administrative offices.  
Automobile parking when serving an adjacent business or apartments.  
Banks and financial establishments.  
Boarding house.



Childcare facility.  
Commercial film production.  
Community assembly.  
Community education.  
Duplex housing (as specified by the R-12 district).  
Essential service.  
Group dwelling - detached housing.  
Handicapped or minimal care facility.  
Home occupation.  
Hospitals/healthcare.  
Juvenile offenders facility.  
Multiple-family housing (as specified by the R-17 district).  
Neighborhood recreation.  
Nursing/convalescent/rest homes for the aged.  
Personal service establishment.  
~~Pocket residential development (as specified by the R-17 district).~~  
Professional offices.  
Public recreation.  
Rehabilitative facility.  
Religious assembly.  
Single-family detached housing (as specified by the R-8 district).

**SECTION 24.** *That Coeur d'Alene Municipal Code Section 17.06.820(B) is amended to read as follows:*

B. Landscaping Provisions: The landscaping provisions of this chapter shall generally apply as follows:

1. Commercial, civic, and manufacturing uses.
2. ~~Pocket residential developments and m~~Multi-family housing.
3. Parking lots.
4. Mobile home parks.
5. Single-family and duplex housing (see subsection C of this section).

For specific applicability of required landscaping, see subsections 17.06.830B and 17.06.835B of this chapter.

**SECTION 25.** *That Coeur d'Alene Municipal Code Section 17.06.835(B) is amended to read as follows:*

B. Applicability: Environmental landscaping is required as follows:



1. For ~~pocket residential developments or m~~Multi-family residential with four (4) or more dwelling units.
2. For commercial, civic, and manufacturing uses.
3. For nonresidential parking lots containing six (6) or more parking spaces.
4. For all new residential parking lots containing six (6) or more parking spaces.
5. For single-family and duplex housing.

Exceptions: Landscaping is not required for all nonconforming uses as they are established in and subject to section 17.06.905 of this chapter. For single-family and duplex housing, only street tree requirements shall apply.

**SECTION 26.** *That Coeur d'Alene Municipal Code Section 17.44.030 is amended to read as follows:*

Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for all residential uses:

	<u>Residential Uses</u>	<u>Requirement</u>
A.	Detached housing, single-family	2 spaces per dwelling unit
B.	Detached housing, group	0.50 space per sleeping room
C.	Duplex housing	2 spaces per dwelling unit
<del>D.</del>	<del>Pocket residential—</del>	<del>See section 17.07.1010 of this title—</del>
<u>DE.</u>	Multiple-family housing:	
	1. Studio units	1 space per unit
	2. 1 bedroom units	1.5 spaces per unit
	3. 2 bedroom units	2 spaces per unit
	4. 3 bedroom units	2 spaces per unit
	5. More than 3 bedrooms	2 spaces per unit
<u>EF.</u>	Mobile homes:	
	1. For 8 or fewer units per acre individually sited or in a mobile home subdivision	2 spaces per dwelling unit
	2. Mobile home parks	1 space per dwelling unit and 1 visitor space per 2



		dwelling units
<u>FG.</u>	Home occupation daycare facility	Parking shall be as required for the principal residential use and shall be paved, plus there shall be a specified area or plan for the safe loading and unloading of children
<u>GH.</u>	Boarding house (greater than 2 rooms)	Parking shall be 0.50 space per rented sleeping room in addition to the basic residential requirement
<u>HI.</u>	Elderly housing	0.50 space per dwelling unit

**SECTION 27.** *That Coeur d'Alene Municipal Code Chapter 17.07, Article IX, Pocket Residential Development is repealed.*

**SECTION 28.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 29.** 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.

**SECTION 30.** 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.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on February 21, 2017.*

APPROVED, ADOPTED and SIGNED this 21<sup>st</sup> day of February, 2017.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Municipal Code Sections in Titles 16 and 17, and  
Repealing Municipal Code Chapter 17.07, Article IX

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 16.15.160(B), 17.03.030(B), 17.05.090, 17.05.100, 17.05.150, 17.05.160, 17.05.170, 17.05.180, 17.05.230, 17.05.240, 17.05.250, 17.05.260, 17.05.270, 17.05.290, 17.05.310, 17.05.320, 17.05.340, 17.05.350, 17.05.390, 17.05.400, 17.05.500, 17.05.560, 17.05.580, 17.05.820(B), 17.05.835(B), and 17.44.030 TO REMOVE REFERENCES TO POCKET RESIDENTIAL AND HOUSING DEVELOPMENTS; REPEALING SECTION IX OF MUNICIPAL CODE CHAPTER 17.07 ENTITLED POCKET RESIDENTIAL DEVELOPMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

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Renata McLeod, City Clerk



## **STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Municipal Code Sections in Titles 16 and 17, and Repealing Municipal Code Chapter 17.07, Article IX, 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 21<sup>st</sup> day of February, 2017.

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Randall R. Adams, Chief Deputy City Attorney



## GENERAL SERVICES STAFF REPORT

**DATE:** February 8, 2016  
**FROM:** Mike Gridley – City Attorney  
**SUBJECT:** Conveyance of Right of Way along Government Way to the Lakes Highway District and the cities of Hayden and Dalton Gardens

=====

### **DECISION POINT:**

Should the City Council convey right of way along Government Way to the Lakes Highway District and the cities of Hayden and Dalton Gardens?

### **HISTORY:**

The city of Coeur d'Alene is the Project Sponsor of the next phase of the Government Way improvement project. As the Project Sponsor the City acquired property on the east side of Government Way that lies in Lakes Highway District and the cities of Hayden and Dalton Gardens. The City now needs to convey the property to the respective entities where the property lies.

### **FINANCIAL ANALYSIS:**

The properties were acquired with funding from the federal government grant. The property has no value to the City and state law allows cities to convey property to other taxing entities for no consideration.

### **PERFORMANCE ANALYSIS:**

The conveyance of the right of way has no impact on the City.

### **DECISION POINT/RECOMMENDATION:**

City Council should approve a declaration of no value and the conveyance of right of way along Government Way to the Lakes Highway District, and the cities of Hayden and Dalton Gardens.



# PUBLIC WORKS COMMITTEE



# PUBLIC WORKS COMMITTEE STAFF REPORT

**DATE:** February 13, 2017  
**FROM:** Mike Becker, Wastewater Utility Project Manager  
**SUBJECT:** Bid Results for the 2017 Open Trench Project.

=====

## DECISION POINT:

The City Council may wish to accept and award the City of Coeur d'Alene Wastewater Utility's 2017 Open Trench Project contract to the apparent low bidder.

## HISTORY:

In accordance with Idaho Code, the 2017 Open Trench Project solicited local contractor bids in the Coeur d'Alene Press on January 23<sup>rd</sup> and 30<sup>th</sup>. This project includes replacing approximately 2,500 LF of existing sewer pipe via open trench excavation at 3 different locations with an Additive Alternative Project located at a possible fourth location. Sealed Bids were publically opened and read on February 7, 2017 at 2:00 PM.

## FINANCIAL ANALYSIS:

The following is a tabulation of the contractor's bid results:

Bidder	Schedule A,B,C Base Bid	Schedule D Additive Alternative	Total Bid
Big Sky Development	\$ 323,564.35	\$ 115,092.44	\$ 438,656.79
T. LaRiviere Equipment	\$ 394,779.70	\$ 172,508.00	\$ 567,287.70
S & L Underground	\$ 438,699.00	\$ 186,205.00	\$ 624,904.00
Engineer's Estimate	\$ 450,000 to \$ 500,000		

The Basis of Award is defined within the Documents to Bidders as the Bidder with the lowest and responsive Base Bid for Schedules A, B and C. The apparent low and responsive Base Bid was submitted by Big Sky Development, for the price of \$323,564.35. Schedule D is an Additive Alternative Project, which has no bearing on the Basis of Award, was included into this Bid Packet as a future project depending on the available funds.

## PERFORMANCE ANALYSIS:

The Wastewater Utility planned for Schedules A, B and C during the FY 2016/17 budget year and has the available funds for this project. Big Sky Development has successfully completed previous open trench projects.

## RECOMMENDATION:

Award the 2017 Open Trench Project contract to Big Sky Development for the Base Bid price of \$323,564.35.



RESOLUTION NO. 17-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A CONTRACT WITH BIG SKY DEVELOPMENT FOR THE 2017 OPEN TRENCH PROJECT.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a contract with Big Sky Development, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

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

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

DATED this 21<sup>th</sup> day of February, 2017.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk



Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



## Contract

THIS CONTRACT, made and entered into this 21<sup>st</sup> day of February, 2017, between the CITY OF COEUR D'ALENE (CITY), Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and BIG SKY DEVELOPMENT, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 10063 N Navion Drive, Hayden ID, 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the **2017 Open Trench Project** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

**City of Coeur d'Alene – Wastewater Utility - 2017 Open Trench Project**

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

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

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

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



The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed **Three Hundred Twenty Three Thousand, Five Hundred Sixty Four Dollars and Thirty Five Cents (\$323,564.35)**, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form EFO00234).

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
<b>SCHEDULE A: GARDEN AVENUE AND MILITARY DRIVE</b>					
201.4.1.D.1	Removal of Existing Asphalt	485	SY	\$3.41	\$1,653.85
201.4.1.E.1	Removal of Subsurface Concrete Roadway	308	LF	\$23.19	\$7,142.52
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC AWWA C900	208	LF	\$45.69	\$9,503.52
502.4.1.E.1	Sanitary Sewer Manhole – 48" Diameter	2	EA	\$1,831.73	\$3,663.46
502.4.1.G.1	Remove & Dispose of Existing Sanitary Sewer Manhole	1	EA	\$356.63	\$356.63
502.4.1.H.1	Abandon Existing Sanitary Sewer Manhole	1	EA	\$240.50	\$240.50
601.4.1.A.1	Storm Drain Pipe - Size 8" - Type PVC AWWA C900	52	LF	\$55.10	\$2,865.20
601.4.1.A.1	Storm Drain Pipe - Size 12" - Type PVC AWWA C900	45	LF	\$89.58	\$4,031.10
601.4.1.A.1	Storm Drain Pipe - Size 15" - Type ADS ASTM F2736	5	LF	\$152.69	\$763.45
602.4.1.A.1	Storm Drain Manhole – Size 48"	2	EA	\$2,469.97	\$4,939.94
602.4.1.F.1	Catch Basin – Type 1	2	EA	\$1,355.38	\$2,710.76
703.4.1.B.1	CDF Road Base	308	LF	\$10.64	\$3,277.12
706.4.1.A.3	6" Vertical Concrete Curb	40	LF	\$47.06	\$1,882.40
1103.4.1.A.1	Construction Traffic Control	1	LS	\$2,718.75	\$2,718.75
2010.4.1.A.1	Mobilization	1	LS	\$10,600.00	\$10,600.00
2770.4.1.A.1	Tree Trimming by Certified Arborist	1	LS	\$982.50	\$982.50
SP-01500.4.1.A.1	Construction Facilities and Temporary Controls	1	LS	\$4,241.90	\$4,241.90
SCHEDULE A: SUBTOTAL					<b>\$61,573.60</b>
<b>SCHEDULE B: ALLEY BETWEEN A &amp; B STREETS</b>					
201.4.1.D.1	Removal of Existing Asphalt	370	SY	\$4.47	\$1,653.90
307.4.1.D.1	Type "C" Surface Restoration (Gravel Roadway)	1,750	SY	\$8.95	\$15,662.50
401.4.1.A.1	Water Main - Size 6" - Type PVC AWWA C900	10	LF	\$226.74	\$2,267.40
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	1,164	LF	\$75.94	\$88,394.16
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM D2241	60	LF	\$98.75	\$5,925.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	4	EA	\$2,117.88	\$8,471.52
502.4.1.G.1	Remove & Dispose of Existing Sanitary Sewer Manhole	4	EA	\$225.63	\$902.52
706.4.1.F.1	Concrete Approach	87	SY	\$98.31	\$8,552.97
1103.4.1.A.1	Construction Traffic Control	1	LS	\$4,093.75	\$4,093.75
2010.4.1.A.1	Mobilization	1	LS	\$10,600.00	\$10,600.00
2770.4.1.A.1	Tree Trimming by Certified Arborist	1	LS	\$3,275.00	\$3,275.00
SP-01500.4.1.A.1	Construction Facilities and Temporary Controls	1	LS	\$18,810.65	\$18,810.65
SCHEDULE B: SUBTOTAL					<b>\$168,609.37</b>



SCHEDULE C: HASTINGS AND 16TH					
201.4.1.D.1	Removal of Existing Asphalt	3,379	SY	\$2.98	\$10,069.42
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	806	LF	\$50.26	\$40,509.56
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	2	EA	\$1,812.57	\$3,625.14
502.4.1.G.1	Remove & Dispose of Existing Sanitary Sewer Manhole	1	EA	\$244.38	\$244.38
502.4.1.H.1	Abandon Existing Sanitary Sewer Manhole	1	EA	\$87.50	\$87.50
601.4.1.A.1	Storm Drain Pipe - Size 10" - Type PVC ASTM 3034	70	LF	\$27.75	\$1,942.50
601.4.1.A.1	Storm Drain Pipe - Size 10" - Type PVC ASTM D-2241	90	LF	\$38.55	\$3,469.50
601.4.1.A.1	Storm Drain Pipe - Size 18" - Type PVC C905 DR25	20	LF	\$114.34	\$2,286.80
601.4.1.A.1	Storm Drain Pipe - Size 18" - Type ADS F2736	15	LF	\$164.49	\$2,467.35
602.4.1.A.1	Storm Drain Manhole	2	EA	\$2,734.79	\$5,469.58
602.4.1.F.1	Catch Basin – Type 1	4	EA	\$1,177.13	\$4,708.52
706.4.1.F.1	Concrete Approach	11	SY	\$146.18	\$1,607.98
1103.4.1.A.1	Construction Traffic Control	1	LS	\$4,093.75	\$4,093.75
2010.4.1.A.1	Mobilization	1	LS	\$5,300.00	\$5,300.00
2770.4.1.A.1	Tree Trimming by Certified Arborist	1	LS	\$982.50	\$982.50
SP-01500.4.1.A.1	Construction Facilities and Temporary Controls	1	LS	\$6,516.90	\$6,516.90
SCHEDULE C: SUBTOTAL					\$93,381.38
BASE BID TOTAL (SCHEDULE A + B + C):					\$323,564.35

The Work shall be substantially complete within the calendar days listed below (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the General Conditions, or by **June 1, 2017** whichever comes first, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

Contract Time	Contract Award	Notice to Begin Contract Times	Calendar Time (days)
Substantial Completion <sup>A</sup>	Base Bid (Schedule A, B, and C)	Notice to Proceed	60
Substantial Completion <sup>A</sup>	Additive — Alternate No. 1 (Schedule D)	Notice to Proceed	25
Final Completion	any	Notice of Substantial Completion	30

<sup>A</sup> Contract Times for Substantial Completion shall be the listed calendar days, or by June 01, 2016, whichever comes first.

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

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



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

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

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

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

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

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



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

**CITY:**

CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

By: \_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

**CONTRACTOR:**

BIG SKY DEVELOPMENT, INC.  
10063 N Navion Drive, Hayden ID, 83835

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** February 13, 2017  
**FROM:** Terry W. Pickel, Water Superintendent  
**SUBJECT:** Award of Phase II Professional Services Contract for Water System Improvements

=====

**DECISION POINT:** Staff requests that Mayor and Council authorize a consultant contract with JUB Engineers, Inc. for engineering and consultant services for Phase II of the design, construction and implementation of new Water System Improvements.

**HISTORY:** A new water storage facility was planned for the northeast quadrant of the city by Fiscal Year 2018, per the 2012 Water Comprehensive Plan Update. The main goal of the addition of the new facility was to reduce pressure fluctuation problems that occur during peak irrigation demands in the summer. It would also provide additional standby and fire storage necessary to meet peak demands at buildout of the city. In preparation for construction of the new tank, the consultant developed a new water model and reviewed the public water system in great detail in order to determine the best approach and location for the tank. The detailed study instead identified operational deficiencies within the northeast quadrant of the system. While staff was aware of pressure problems at peak demand, we did not know exactly where and why. The consultant discovered problems with current pump level operation, problems with existing pressure reducing valves that did not adequately control flow and pressures, and reaffirmed a known flaw with the Best Hill Tank. Ultimately, it was determined that a new storage facility would not resolve the immediate concern of system pressure fluctuations. While additional storage will be required near buildout, it is not necessary at this time, even considering High Zone expansion.

**FINANCIAL ANALYSIS:** JUB Engineers, Inc. has submitted a proposal for completion of Phase II of the revised project at \$124,670.00. The proposal for Phase II includes: Design and construction management of a new booster pump station for Best Hill Tank; Completion of the analysis for pump operation set points to minimize loss of reservoir levels during peak demands; Completion of the analysis to determine modifications of existing pressure reducing valves (PRVs) to pressure sustaining valves (PSVs) which will maintain pressure in the northeast quadrant; and Expansion of the High Zone south to Appleway Avenue, from Government Way to Ramsey Road., including activation of a static PRV on Lee Court. Staff still intends to pursue property acquisition for a future tank site as well as a potential General Zone well site. The proposed property acquisition, other than assistance with doing so, would be outside of this contract. Funding will come from capitalization fees as this is considered to be growth-related. The current FY 2017 budget line item is \$1,750,000.00.

**PERFORMANCE ANALYSIS:** JUB Engineers, Inc. has been the consulting engineer for Phase I of this project. The original scope of the project was to design and construct a new storage facility. With the update to a new dynamic water model that more closely reflects the actual operation of the system, it was determined that a new storage facility would not resolve the current issues with pressure fluctuations. Instead, relatively minor modifications to the system would better serve the immediate needs. A new storage facility will be beneficial in the future near build out of the system but is not currently required. A suitable future location will be needed and staff will continue to pursue purchase. This will allow for long-term planning and infrastructure improvements to ease the burden on development. The initial plan was to have the new facility operational by FY 2018. However, the new modifications should be primarily operational in this fiscal year, with the possible exception of the booster station.

**DECISION POINT/RECOMMENDATION:** Staff requests that Council authorize the Mayor to enter into a consultant contract with JUB Engineers, Inc. for provision of engineering and consultant services for Phase II of the design, construction and implementation of new Water System Improvements.



# TECHNICAL MEMORANDUM

**Date:** December 16, 2016  
**To:** Terry Pickel, Water Superintendent  
**From:** Michelle L. Johnson, P.E.  
**Subject:** Summary of Northeast Quadrant Pressure Stabilization  
and Zone Modification Analysis



## Introduction

The City's existing water system provides consistent pressures throughout most the City. One exception is the NE quadrant. Water pressure fluctuates in this area by as much as 40 psi during peak summer demands. A second area of concern is the low fire flow volumes available for large commercial structures near the pressure zone boundary along Appleway.

The Comprehensive Plan Update in 2012 identified that the City requires approximately 0.8 Million Gallons (MG) of additional storage in the Upper Zone in order to meet the projected requirements at buildout. It was anticipated that the addition of a tank in the NE quadrant would both provide the necessary storage and reduce the pressure fluctuation. Detailed analysis of the tank site alternatives identified that a new storage tank has a significant impact on the pressure in the north east quadrant. It does not fully solve the pressure fluctuation, however. Instead, this summary identifies recommended immediate improvements that have a lower cost than a new storage tank, but achieve the same goal.

This project is intended to resolve the wide variation in water pressure in the NE quadrant and add needed storage to the Upper Zone. This project also identifies a recommended boundary shift between the two main pressure zones to improve fire flow.

## Analysis and Results

The Upper Zone has a large volume of supply and storage on the west side of the system, and one, smaller, supply well on the east side of the system. Pressure is reduced as water moves across the system leading to an overall lower pressure in the NE quadrant. This reduced pressure is further impacted by several pressure reducing valves (PRVs) that allow water to flow from the Upper Zone to the General Zone. The combination of these factors leads to the high pressure fluctuations. Utilizing a hydraulic water model, we evaluated several alternatives to resolve the pressure fluctuation, including; adding a new storage tank in the NE quadrant; modifying well pump start and stop times; modifying the settings for the PRVs; adding new supply wells to the system; and adding booster pump stations. The summary of the results is included below:

- The System does not require the additional storage in the near term and a tank will need to be tall to handle large pressure fluctuations.
- Modifications to the existing PRV's would allow the Upper Pressure Zone to maintain pressure when necessary and only supply the General Zone when capacity is available.



- The timing of peak demands is consistent (usually between 4 a.m. and 8 a.m.). Modifying system control settings such as pump start times could allow the system to “anticipate” those demands and provide higher, more stable, system pressures.
- The General Zone needs additional supply. This can be provided in the near term by adding a pump to the Best Hill Tank and in the long term by adding another well.
- PRV’s, pump start modifications, and Best Hill Booster Pump will also improve the overall operation of a new future tank in the NE quadrant.

These alternatives were developed into recommended immediate and long term projects.

### Recommended Improvements

Four improvements are recommended for immediate implementation:

- Modification of the pressure zone boundary between the Upper and General Zones to expand the Upper Zone down to Appleway and Ramsey. (See attached figure)
- Modification of the PRV stations in the NE quadrant of the system to pressure sustaining valves to maintain pressure in the upper zone. An additional PRV would be brought on line near Appleway and Ramsey to provide additional flow to the General Zone.
- Addition of a Best Hill Booster Pump Station. This will provide two benefits to the system:
  1. Improve circulation of the tank contents.
  2. Provide additional water to the General Zone during peak demands.
- Purchase of property for a future tank site. Several alternate sites have been identified for a future tank. Obtaining the property now will allow the City flexibility in schedule for design and construction at a future date.

### Opinion of Cost

Budget Cost in 2016 Dollars <sup>a</sup>	
<b>Original Recommendation</b>	
1 Million Gallon Tank <sup>a,b</sup>	<b>\$5,288,000</b>
<b>Current Recommendations</b>	
Zone Boundary Modifications <sup>a</sup>	<b>\$507,400</b>
PRV Modifications	<b>\$39,400</b>
Best Hill Booster Pump Station <sup>a</sup>	<b>\$508,600</b>
Purchase Property for Future Tank Site	<b>\$200,000</b>
<b>Total of Current Recommendations</b>	<b>\$1,255,400</b>
<b>Cost Savings</b>	
<b>Immediate Savings from Original Project</b>	<b>\$4,032,600</b>

<sup>a</sup> Cost to have a contractor complete the work.

<sup>b</sup> Technical Memorandum 1 details tank construction alternatives. Cost estimates range from \$2.5M to \$5.5M depending on the size tank and type of construction. This is the estimated cost for a 1 MG welded steel standpipe.

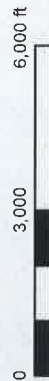


# NE Pressure Stabilization



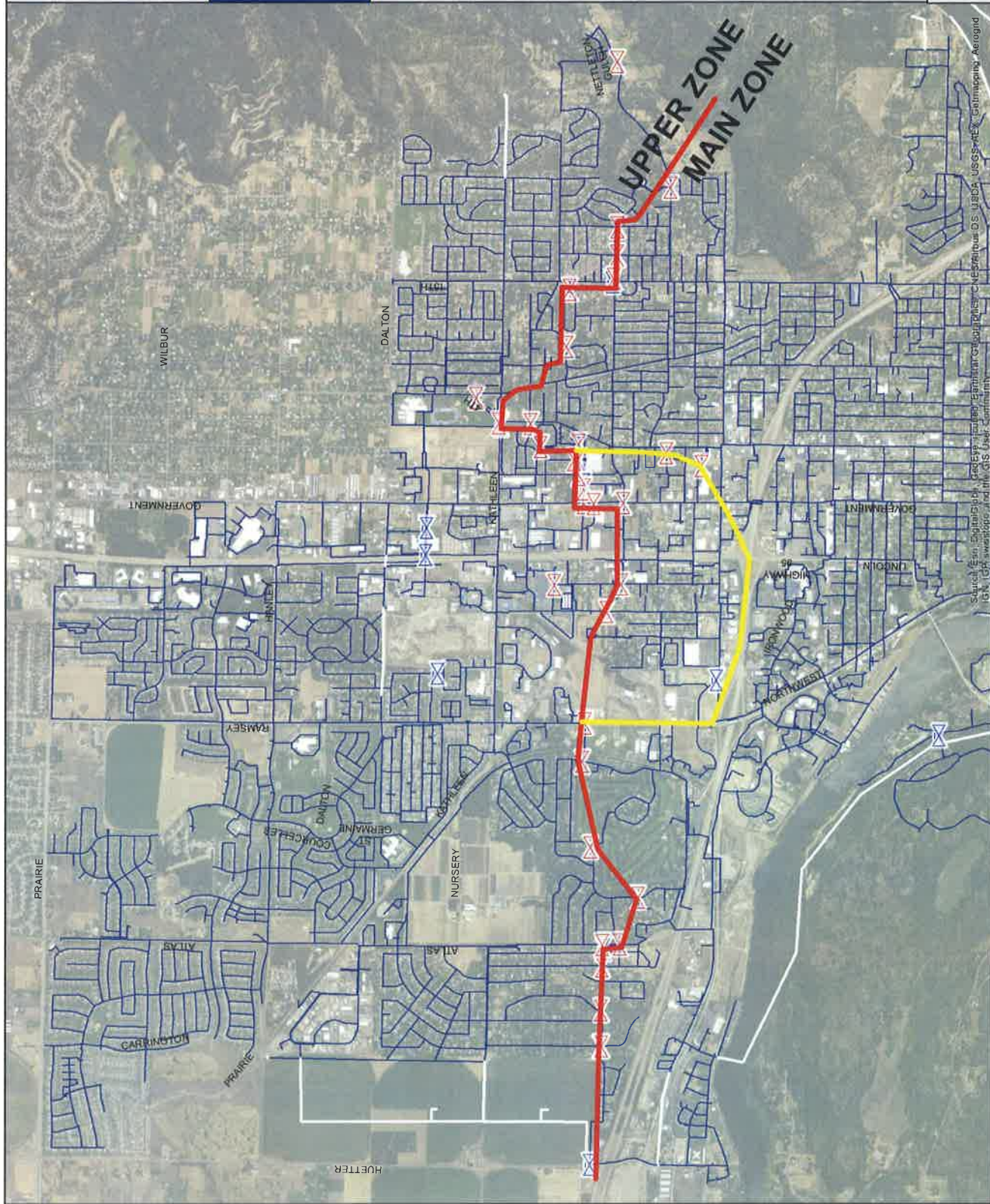
**Figure**       
**Existing System &  
Zone Boundary**

- Current Zone Boundary
- Revised Zone Boundary
- X VALVE
- X PRV's
- FUTURE PIPE
- Water System Pipes



Date: Nov. 10, 2016

JUB ENGINEERS, INC.





City of Coeur d'Alene Water Department  
Pressure Improvements and Best Hill Booster Pump Station  
(Labor Day Estimate)

JUB Classification	Principal Engineer	Project Manager	Design / Structural Engineer	Project Engineer I	Project Engineer I	Drafting & Design	Clerical	PLS	Tech/Obs	Electrical	Architectural	Sub consultant Expenses	Direct Expenses	Task Totals
Task 1 - System Analysis														
1.1 Technical Memorandum 2	7	10		15		1	2							
1.2 Pressure Zone Boundary Workshop	0.5	1		3		0.5	1							
TASK 1 LUMP SUM SUBTOTAL	227.50	123.19	159.38	119.69	97.50	115.90	84.47	150.95	96.30	\$0.00	\$0.00		0.00	\$44,720
Task 2a - Booster Pump Station Design														
2.1 Client Kick-off Meeting		1			1					\$ 250		\$ 250		
2.2 Internal Kick-off Meeting	0.25	0.5	0.25			0.5	0.5						\$ 225	
2.3 Pump Station Completion Design														
Preliminary Engineering Evaluation		1		1		1	0.5			\$ 750		\$ 750	\$ 125	
Topographic Survey		0.25						0.5	0.75				\$ 150	
Basemap Development		0.25		0.5		1		0.25	0.75					
Geotechnical Evaluation														
Sitework	0.25	0.5		1.5		1								
Pump Station Building		0.5	2			3					\$ 4,500	\$ 4,500		
Pump Selection	0.25	1												
Mechanical Design	0.25	2				3								
Standard Details		0.25				2								
Electrical & HVAC		0.25				0.5				\$ 5,000		\$ 5,000		
Controls		0.5												
TASK 2a LUMP SUM SUBTOTAL	1.00	8.00	2.25	3.00	1.00	12.00	1.00	0.75	1.50	\$6,000.00	\$4,500.00	\$ 11,195	500.00	\$42,330
Task 2b - Bid Documents														
2.4 Pump Station Design														
30% Progress Preparation & Meeting	0.5	1				2	0.5							
90% Progress Preparation & Meeting	0.5	1				2	0.5							
2.5 Specifications		2	1		2		3			\$ 2,000	\$ 1,500	\$ 3,500		
QA/QC	0.5									\$ 500	\$ 750	\$ 1,250		
Opinion of probable cost		1			0.5					\$ 500		\$ 500		
Agency Coordination (IDEQ)		0.5			1									
Finalize Contract Documents	0.5	1	1			2	1							
TASK 2b LUMP SUM SUBTOTAL	2.00	6.50	2.00	0.00	3.50	6.00	5.00	0.00	0.00	\$3,000.00	\$2,250.00	\$5,250	0.00	\$30,220.00



City of Coeur d'Alene Water Department  
Pressure Improvements and Best Hill Booster Pump Station  
(Labor Day Estimate)

JUB Classification	Principal Engineer	Project Manager	Design / Structural Engineer	Project Engineer I	Project Engineer I	Drafting & Design	Clerical	PLS	Tech/Obs	Electrical	Architectural	Sub consultant Expenses	Direct Expenses	Task Totals
Task 2c - Pump Station Bid and Construction Management Services			3 Months			Active Construction Timeframe								
2.6 Bidding Phase														
Pre-Bid Conference		0.5					0.5							
Bidder Questions & Addenda		1			1	0.5	0.5			\$ 500	\$ 200	\$ 700		
Bid Opening & Evaluation		0.75					0.75							
2.7 Construction Phase														
Construction Agreement Preparation		0.5			0.5		0.5							
Notice to Proceed Coordination		0.5					0.5							
Pre-Construction Conference		0.5					0.5			\$ 250		\$ 250		
Survey & Project Control					0.5			0.5	2				\$ 150	
Project Administration & Updates		2					0							
Construction Management														
Contractor Questions & RFI's	0.25	1			2		0			\$ 250	\$ 250	\$ 500		
Submittal Review		0.5	0.5		2					\$ 500	\$ 500	\$ 1,000		
Progress Meetings		1.5					0.75		1.5					
Pay Requests		1					0							
Construction Support & Oversight		0							10	\$ 1,000	\$ 1,500	\$ 2,500	\$ 1,000	
Special Inspection Coordination		0.5			0.5									
Start-up Testing		0.5					0.5		1					
Construction Closeout		0.5					1		1					
2.8 Project Closeout														
Record Drawings		0.5	0.5			1.5	0.5	0.5	1	\$ 500	\$ 250	\$ 750		
Operations & Maintenance Manual	0.25	1			1.5	1	1		1	\$ 500		\$ 500		
Warranty Walkthrough		0.5												
TASK 2c T&M SUBTOTAL		0.50	13.25	1.00	0.00	8.00	3.00	7.00	1.00	17.50	3,500	2,700	6,200	\$52,120.00
Task 3 - Additional Services														
3.1 General Zone Well Property Identification	0.5	2				1.5		1	1			\$ 2,500		
3.2 Additional Tank Property Identification	0.5	2				1.5		1	1					
SUBTOTAL		1.00	4.00	0.00	0.00	0.00	3.00	0.00	2.00	2.00	0.00	0.00	2500.00	\$15,330.00
3.3 Honeysuckle Booster Pump Station Concept														
System Curve and Pump Selection	0.25	1.0		1.0										
Preliminary Layout	0.25	2.0				2.0		0.50						
Workshop with City	0.5	1												
Cost Opinions	0.25	1.0												
Final Document	0.5	4				1.0	1							
SUBTOTAL		1.75	9.00	0.00	1.00	0.00	3.00	1.00	0.50	0.00	0.00	0.00	0.00	\$16,860.00





# **NE Water Storage Facility Project**

**By Terry Pickel  
Water Superintendent**





# NE Water Storage Facility Project

## Original Elements of Project, Phase I:

- Update water model of system
- Determine potential tank sites
- Determine probable tank size
- Develop Tech Memo of project
- Approach Property Owner(s)



# NE Water Storage Facility Project

## Results of Project, Phase I:

- Created “Dynamic” Water Model
- Determined potential tank sites
- Reviewed property locations
- Discovered tank is not solution
- Developed Tech Memos I & II





# NE Water System Improvements

## Proposed Project, Phase II:

- Phase II contract w/ JUB
- Implement recommended changes
- Pursue future tank site(s)
- Look for future source site
- Proposed funding source(s)
- Identify any regulatory requirements



# NE Water System Improvements

## Phase II, Step 1:

- Establish contract w/ JUB
- Identify altered scope of work
- Establish proposed costs
- Proposed contract submitted for review





# NE Water System Improvements

## Phase II, Step 2:

- Continue property search and purchase
- Primary site – Evans property on Canfield
- Alternate sites: Other property on Canfield or south of Thomas Ln



# NE Water System Improvements

## Phase II, Step 3:

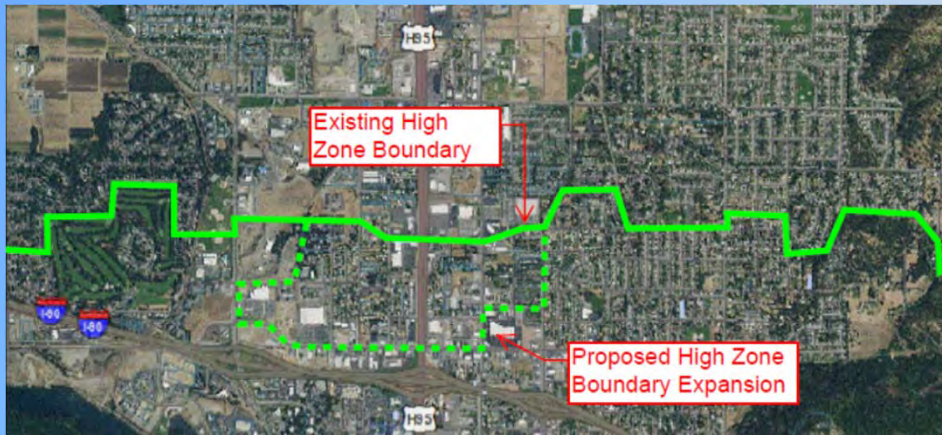
- Modification of pressure reducing valves
- Pump operation changes
- Expansion of High Zone
- Best Hill Tank Booster Pump





# NE Water System Improvements

## High Zone Expansion



# NE Water System Improvements

## Best Hill Tank Booster Pump





# NE Water System Improvements

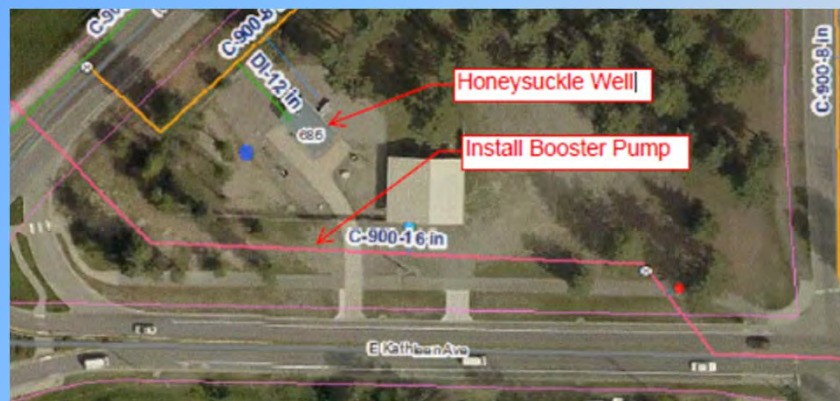
## Phase II, Step 4:

- Observe operations next summer
- If all works, close out project
- If not, plan future projects, Phase III



# NE Water System Improvements

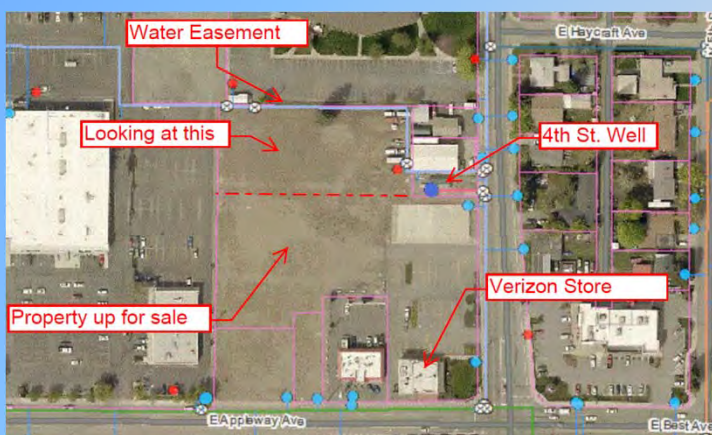
## Phase III, Step 1: Honeysuckle Booster Pump





# NE Water System Improvements

## Phase III, Step 2: New General Zone Source



# NE Water System Improvements

## Anticipated cost savings:

- Tank \$3.5 – \$5 Million +
- Modifications under \$1.3 million
- Operational by summer rather than 2 years
- Thank you!





RESOLUTION NO. 17-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B, ENGINEERS, INC., FOR THE NORTHEAST WATER SYSTEM IMPROVEMENT DESIGN AND CONSTRUCTION SERVICES, PHASE II.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with J-U-B Engineers, Inc., pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Professional Services Agreement with J-U-B Engineers, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 21<sup>st</sup> day of February, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk



Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**CITY OF COEUR D'ALENE**  
**and**  
**J-U-B ENGINEERS, INC.**  
**for**  
**THE NORTHEAST WATER SYSTEM IMPROVEMENT DESIGN AND**  
**CONSTRUCTION SERVICES, PHASE II**

THIS Agreement, made and entered into this 21<sup>st</sup> day of February, 2017, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J-U-B ENGINEERS, INC., an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant,"

**W I T N E S S E T H:**

**Section 1.     Definitions.** In this agreement:

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

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

**Section 3.     Scope of Services.**

- A.     The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as **Attachment 1**.
- B.     Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.



Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within One Hundred Eighty (180) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of **One Hundred Twenty Four Thousand Six Hundred Seventy Dollars and NO/100 (\$124,670.00).**

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, services or other thing of value to the Consultant in connection with the duties under this Agreement. 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 the Consultant's compensation stated above and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant an amount not to exceed the amount set forth in Section 6.A. which shall constitute the full and complete compensation for the Consultant's professional services. Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous calendar



month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Section 8. Termination of Agreement for Cause. If, through any cause within the Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing the Consultant reasonable time to remedy the deficiency, 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 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 the City's 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. The Consultant shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

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 any such additional 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, sexual orientation and/or gender identity/expression. 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, sexual orientation and/or gender identity/expression. 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, sexual orientation and/or gender identity/expression. 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 further agrees, in consideration of securing this agreement, to comply with all the requirements of **Exhibit 1**, which by this reference is incorporated herein.

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 or duty in this Agreement and shall not transfer any interest or duty 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, electronic files, or other materials prepared under this Agreement. The Consultant shall provide copies of such work product 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. To the extent allowed by law, the City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. The 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. The Consultant shall retain all records pertinent to the project for three years after final payment or after all matters related to the project are resolved, whichever is later.

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 in and for the County of Kootenai, State of 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, attachments, 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 concerning the subject matter of this Agreement.

Section 23. City Held Harmless. 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, including costs, expenses, and attorney fees, arising out of the Consultant's wrongful acts, errors, omissions, or negligence for or on account of any and all actions or claims of any character arising from injuries or damages sustained by any person or persons, or to property, as a result of the Consultant's performance of this Agreement, including but not limited to the Consultant's professional services. To this end, the Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25.A.

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; Insurance.

A. The 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 by Idaho Code § 6-924.

B. In the 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. The Consultant shall maintain Errors and Omission Insurance with policy limits in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain 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 performing any work under this Agreement, the Consultant shall furnish to the City certificates of the insurance for coverages required herein, which certificates must be approved by the City Attorney. Each certificate shall provide that notice of cancellation shall be given at least thirty (30) days prior to cancellation of the policy for any reason. Upon receipt of such notice, the Consultant shall promptly notify the City.

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

**CITY OF COEUR D'ALENE**

**J-U-B ENGINEERS, INC.**

\_\_\_\_\_  
Steve Widmyer, Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Name/Title



## EXHIBIT 1

During the performance of this contract, the Contractor/Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**1. Compliance with Regulations**

The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. In addition, the Consultant shall comply with the requirements of Title 9, Chapter 9.56, Coeur d'Alene City Code.

**2. Non-discrimination**

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Title 9, Chapter 9.56, Coeur d'Alene City Code.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations and City Code relative to non-discrimination on the grounds of race, color, sex, or national origin, sexual orientation, and/or gender identity/expression.

**4. Information and Reports**

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

### **Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.



**J-U-B ENGINEERS, Inc.**

**ATTACHMENT 1**

**Scope of Services, Schedule and Basis of Fees  
City of Coeur d'Alene Water Department  
Pressure Improvements and Best Hill Booster Pump Station**

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee.

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**PROJECT UNDERSTANDING**

There are three main components to this project. The first is to modify the pressure zone boundary to improve fire flows in the commercial corridor along Appleway, the second is to evaluate and propose improvements to the City's water system to reduce pressure fluctuations in the northeast quadrant during times of peak use, and the third is to install a new booster pump station at the Best Hill Tank to improve water stagnation concerns and provide additional capacity to the system during peak demands. This scope is broken into three main pieces, System Analysis, Booster Pump Station Design and Construction, and Additional Services.

The System Analysis component of this scope is intended to address the pressure zone boundary modifications, complete the analysis, and develop the recommended improvements to the distribution system to address the pressure fluctuation issues in the northeast quadrant. The scope also includes a workshop to evaluate the relocation of the boundary zone between the Upper and General Zones to improve fire flows in the commercial areas along Appleway.

The second component includes the design, bidding and construction of the Best Hill Booster Pump Station. The Best Hill Tank has hydraulic limitations that prevent the tank from drawing down and refilling, which increases the potential for stagnant water, and limits the availability of storage to the City's General Pressure Zone during peak demands. This scope includes the addition of a booster pump station at the Best Hill Tank to force water from the tank, improving turnover and providing supply during peak demands. The pump station, electrical, and improvements to the water mains and appurtenances will conform to all applicable City of Coeur d'Alene and Idaho Standards for Public Works (ISPWC) specifications, as well as IDEQ requirements in effect at the time of contract initiation. It is understood that City funds will be used for the construction to replace the Best Hill Booster Pump Station.

The third main component of this scope is to provide assistance, as requested by the City to identify properties for future tank and well sites and to develop a concept design for a future Honeysuckle Booster Pump Station.



The detailed components of each task is described in the scope of work below.

## **SCOPE OF WORK**

### **TASK 1 SYSTEM ANALYSIS**

The new first phase of this project is to complete the technical analysis to confirm specific project components. This includes the technical analysis for resolution of pressure concerns in the NE quadrant of the City and a workshop to evaluate the zone isolation.

#### **1.1 Technical Memorandum**

This Technical Memorandum will include a detailed hydraulic analysis to evaluate the pressure fluctuation in the northeast quadrant of the water system. This task includes a hydraulic water model evaluation of the system comparing alternative improvements and the impact the improvements on pressure in the northeast quadrant of the system (both the upper zone and the general zone). Some specific components evaluated in this task include:

- **Addition of Supply:** Evaluating the addition of new supply wells to the General Zone.
- **Alternate Tank Sites:** Evaluation of alternate tank sites on the pressure impact in the northeast quadrant.
- **Pressure Reducing Valves (PRVs):** The pressure reducing valves have a significant impact on the pressure fluctuation in the northeast quadrant of the water system. Evaluating the settings of these valves and the impact on the overall system will provide a better understanding of ways to operate them and minimize the negative impacts on water pressure. This work includes collecting and analyzing pressure data from upstream and downstream of the existing valves.
- **Controls System Modifications:** Modifications to system controls to pump start and pressure reducing valve settings, modifications to pressure reducing valves, and the addition of booster pump stations in both the upper and general zones.

The output of this technical memorandum will be a recommendation of projects and estimated costs for stabilizing pressure in the northeast quadrant. This will also include specific recommendations for operation and/or modification of the existing PRVs to reduce the pressure fluctuation in the northeast quadrant of the system.

#### **1.2 Zone Modification Workshop**

This workshop will be completed with City Staff to review model output and locate the new pressure zone boundary between the Upper and General Zones. This workshop will review the proposed boundary and identify where additional valving will be required to isolate the two zones. The output of this workshop will be a map with suggested valve closures identified.



## **TASK 2 BEST HILL BOOSTER PUMP STATION**

The new Best Hill Simplex Booster pump station will include a wood frame building, electrical components, Supervisory Control and Data Acquisition (SCADA) to monitor operations, related piping, plumbing, HVAC, altitude valve modifications, and sitework. The new well house architectural design will be match the style selected by the City on other similar projects. Specific tasks include:

**2.1 Client Kick-Off Meeting** – J-U-B will first meet with CLIENT and operations staff at the CLIENT's office and onsite to review available record information, control strategy, operational criteria, field conditions, facility siting, flow data and projections, projected budget, schedule, and construction staging issues that need to be considered in developing and implementing this project. The full team will establish pump station design criteria including location of the station, station flow capacity and flow range, equipment removal, desired monitoring equipment (pressure, flow), HVAC requirement, if disinfection equipment will be included or planned for, and pump control scheme. The location and configuration of the pump station will also be defined. Emergency power and pump redundancy are not anticipated.

**2.2 Internal Kick-Off Meeting** – Complete an in-house coordination meeting to discuss project goals and establish milestones with J-U-B staff and subconsultants.

### **2.3 Pump Station Design**

- **Preliminary Engineering Evaluation** – Complete a Technical Memorandum evaluating preliminary engineering considerations including pump sizing, piping sizing, building layouts, site layout and access considerations, schematic piping layout and control descriptions.
- **Topographic survey** - Complete a topographic survey of the project areas to provide information for design and a base map for the drawings. Survey of surface features including drainages, roads, fences, structures, valves, building corners, utility poles, equipment, signs, and underground utilities marked in the field by CLIENT.

A boundary survey is not included in this scope of services. Property pins will be identified and located by the field crews in this survey wherever they are readily recoverable as part of their overall survey effort.

J-U-B will request locates from Digline and CLIENT. Existing utilities identified and located by others will be surveyed as marked and available; utilities identified in record drawings will be included in the project base map in an approximate way only.

- **Base Plan Development** - Utilize site survey information to develop contours and identify surface features including breaklines and site utilities.
- **Geotechnical Evaluation** – This is not expected to be needed. J-U-B will assume bearing pressures of 1,000 psi for the building foundation.
- **Sitework** – Review site constraints and design sitework to facilitate drainage and long-term access.



- **Pump Station Building** – Complete structural design of a wood frame structure based on standard bearing pressures for the area. Incorporate architectural elements similar to other recent Booster Station Project designs.
- **Pump Selection** – Select pump, motor and control combinations using system design head conditions based on existing modelling results. A variable frequency drive is anticipated to operate the pump at a range of flows. Review pump selections with CLIENT during the 30% design review meeting (summarized elsewhere in scope).
- **Mechanical Design** – Required mechanical components, including pressure gages, flow meter and isolation valves. Design pump station piping based on anticipated maximum flows defined in the preliminary engineering report to meet the minimum demands and provide emergency flows when necessary.
- **Altitude Valve Modifications** – Review the existing altitude valve and select equipment to modify the existing valve to be electrically actuated. Controls between the pump station and the valve vault will be added to coordinate the operation of the two. The valve will be level controlled to prevent the Best Hill Tank from overfilling when the pump station or General Zone Wells are in operation.
- **Standard Details** – Utilize CLIENT provided details as required to detail specific contract requirements.
- **Electrical and HVAC** – Complete electrical, heating and ventilation design to conform to City and State design guidelines. Coordinate with Avista Utilities to provide appropriate power service to Best Hill Pump Station.
- **Controls** – Provide control system design for operation of the Pump Station in accordance with CLIENT standards. Design will interface with CLIENT’s new, updated SCADA system.

**2.4 Progress Milestones and Deliverables** – Prepare project plans incorporating identified components of the pump station design. Prepare plan reviews for submittal to entities identified at the following milestones. Incorporate and respond to comments as required.

- **30% Progress Preparation and Meeting**– Review includes CLIENT meeting and review of progress prints including site plan and building layout; technical memorandum including pump selection; geotechnical considerations; pump station location; building configuration; preliminary control description and updated opinion of cost. Design will not proceed until pump and design flow rate are established. Submittals to:
  - City of Coeur d’Alene
- **90% Progress Preparation and Meeting** – Includes CLIENT meeting and review of progress prints. Discuss final items and answer questions to finalize project design. Submittals to:
  - City of Coeur d’Alene
  - IDEQ
- **Specifications** – Prepare contract requirements and specifications based on standard EJCDC format, City of Coeur d’Alene Standard Construction Specifications and Drawings, and project specific requirements. Utilize CSI 16-Division format for technical specifications.



- **QA/QC** – Conduct internal QA/QC prior to each milestone submittal. Address comments and finalize draft documents for external review.
- **Opinion of Probable Cost** – Prepare Association for Advancement of Cost Engineering (AACE) class estimates as identified per each milestone:
  - .1. **30% submittal** – Class 3 (-10% to +30%) Estimate
  - .2. **90% submittal** – Class 2 (-5% to +20%) Estimate
  - .3. **Bid Documents** – Class 1 (-5% to +15%)
- **Agency Coordination** – Complete Agency coordination as required to add the Best Hill Pump Station as follows:
  - **IDEQ** – Prepare the following checklists for IDEQ submittal:
    - General Plan and Specification Checklist
    - Pumping Station Design Checklist

**2.5 Finalize Contract Documents** – Review and incorporate comments to finalize Bid Documents. Coordinate with Agencies as required to answer questions and clarify design documents.

**2.6 Bidding Phase** – Bidding Phase Services include:

- **Bid Document Preparation** – Produce 10 copies of the Contract Documents for use by the CLIENT, ENGINEER, and Contractor. Distribute to the CLIENT and IDEQ. Prepare a complete pdf of plans and specifications. Utilize Quest CDN to distribute electronic documents to prospective bidders.
- **Advertisement and Solicitation of Bids** – Assist the CLIENT by preparing an advertisement for bids. Notify responsible bidders of project advertisement.
- **Pre-Bid Conference** – Prepare for and conduct an on-site pre-bid conference to discuss the project and bid requirements. Distribute conference notes to meeting attendees.
- **Bidder Questions and Addenda** – Receive and answer bidder questions arising during the bid advertisement timeframe. Issue project addenda as required to clarify the Contract Documents.
- **Bid Opening and Evaluation** – Assist the CLIENT at a bid opening located at CLIENT office. Review and evaluate the apparent low bid for compliance with the bid requirements. Review available budget and prepare a summary letter to the CLIENT of any items not in compliance with the bid requirements for the CLIENT's consideration prior to Project Award.

**2.7 Construction Phase** – Construction Phase Services include:

- **Construction Agreement Preparation** – Coordinate with CLIENT and successful bidder to assist with preparation and execution of the construction agreement.
- **Notice to Proceed Coordination** – Coordinate with the CLIENT and Contractor to issue a Notice to Proceed in accordance with the Contract Documents.



- **Pre-Construction Conference** – Conduct an on-site pre-construction conference with the Contractor prior to the Notice to Proceed. Prepare and distribute meeting notes to all meeting attendees.
- **Survey and Project Control** – Provide construction staking within two (2) site mobilization to establish project control and construction layout survey for location, line and grade. First mobilization will include offset stakes for building corners, piping layout, and rough grading. Second mobilization will include final sitework and grading. Once the survey is completed, it will be the responsibility of the Contractor to protect and maintain all staking and control.
- **Project Administration and Updates** – Perform general project administration tasks including CLIENT updates and monthly invoice preparation.
- **Construction Management** – Assist the CLIENT by providing Construction Management Services as detailed in Standard Exhibit B and as follows. ENGINEER will provide part-time observation and Resident Project Representative (RPR) Assistance.
  - **Contractor Questions & RFI's** – Receive and answer Contractor questions and issue Requests for Information (RFI's) as required to clarify the contract documents.
  - **Submittal Review** – Review project submittals presented by the Contractor for conformance with Design.
  - **Progress Meetings** – Prepare for and complete bi-weekly progress meetings on-site to facilitate communications. Prepare and distribute meeting notes to all attendees and interested parties.
  - **Pay Requests** – Receive, review, and coordinate with the Contractor as required to present a monthly recommendation for payment to the CLIENT.
  - **Construction Support and Oversight** – Discuss progress as required and provide general oversight as required to guide well completion.
  - **Special Inspection Coordination** – Coordinate with CLIENT and Contractor to obtain recommended inspections including compaction testing. The cost of special inspections will be paid by CLIENT.
  - **Start-up Testing** – Provide start-up testing services to facilitate integration of the project and system controls.
  - **Construction Closeout** – Assist the CLIENT to identify when the project is complete and issue the Certificate of Substantial Completion. Prepare final contract documents book including all pertinent project contracts and closeout materials.

## **2.8 Project Closeout** – Complete the following tasks to finalize the project:

- **Record Drawings** – Prepare final, electronic drawings for submittal to DEQ per IDAPA 58.01.16 Section 400.05. Provide three (3) half size prints to the CLIENT, together with an electronic copy of the record drawings. All information within the record drawings will be provided by the Contractor.



- **Operations & Maintenance Manual** – Prepare O&M Manual including both stations for CLIENT use, integrating Contractor provided O&M manuals together with a narrative of design intent and operational scenarios.
- **Warranty Walkthrough** – Complete a warranty walkthrough with the CLIENT and Contractor prior to termination of the warranty period.

### **TASK 3 ADDITIONAL SERVICES**

The following additional services will be completed as specifically authorized by CLIENT:

#### **3.1 General Zone Well Property Identification**

Assist the City in identifying property or easements for the preferred location of a new General Zone Well. This will include review of the system hydraulics and pipeline connectivity at the proposed location and developing the appropriate legal descriptions for the required easements or participating in the negotiations for required property acquisition.

#### **3.2 Additional Tank Property Locations**

Assist the City in identifying property or easements for alternate tank sites for the northeast quadrant of the Upper Zone. This will include review of the system connectivity and hydraulic impact of the site, and developing the appropriate legal descriptions for the required easements or participating in the negotiations for required property acquisition.

#### **3.3 Honeysuckle Concept Design**

This work will include the concept design for the Honeysuckle Booster Pump Station site. Completing this work will allow the City to identify where on the site the booster pump station can be located and how it will be connected into the existing system. The result of the analysis will be summarized in a Technical Memorandum evaluating preliminary engineering considerations including preliminary pump sizing, piping sizing/selection, building layouts, site layout and access considerations, schematic piping layout and control descriptions.

### **CLIENT PROVIDED DATA, TASKS, & SERVICES**

- **Access to Project Site** – Provide access to the site as required to complete the scope of work.
- **Active Participation** – Provide prompt notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any other development that affects the scope or time of performance of ENGINEER Services, or any detect or non-conformance in ENGINEER Services or the work.
- **Permits** – CLIENT will coordinate, obtain and pay any fees associated with any building or other permits required for this project.

### **EXCLUSIONS**

- Cost of Special Inspections are excluded
- SWPPP Coordination/Documentation is excluded from this scope of work



- Expenses for outside vendors or regulatory fees are excluded
- Coordination with Funding Agencies not identified by this scope of work is not expected or anticipated.
- Legal Services are excluded
- Unanticipated tasks or public hearing assistance not otherwise identified in this scope of work are excluded

## SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the services listed. J-U-B has no control over contractor performance, and the following is based on reasonably anticipated construction timeframes:

Task No.	Task Description	Anticipated Completion
<b>Task 1</b>	System Analysis	30 days following Notice to Proceed
<b>Task 2</b>	Booster Pump Station Design	
	30% design	45 days following Notice to Proceed
	90% Design	45 days following approval of 30% design
	Final bidding documents	30 days following approval of 90% design
	Construction	90 days following award of contract

## BASIS OF FEE

J-U-B's Basis of Fee for the services listed in the Agreement is as follows:

Task Description	Fee Type	Amount
<b>Task 1</b> – System Analysis	Lump Sum	\$44,720
<b>Task 2</b> – Best Hill Booster Pump Station – Design (Task 2a and b)	Lump Sum	\$72,550
Best Hill Booster Pump Station – Construction (Task 2c)	Time and Materials	\$52,120



<b>Task 3 – Additional Services</b>		
<b>General Zone Well Property Identification</b>	Time& Materials	\$9,040
<b>Additional Tank Property Identification</b>	Time& Materials	\$6,290
<b>Honeysuckle Booster Pump Station Concept</b>	Lump Sum	\$16,860
<b>Total of All Tasks</b>		\$201,561



OTHER BUSINESS



# Coeur d'Alene Downtown Parking Structure

## Preliminary Design



## Coeur d'Alene Downtown Parking Structure



Vicinity Map





# Coeur d'Alene Downtown Parking Structure



Vicinity Map



# Coeur d'Alene Downtown Parking Structure



Vicinity Map





# Coeur d'Alene Downtown Parking Structure



## Vicinity Map



# Coeur d'Alene Downtown Parking Structure



## Site





# Coeur d'Alene Downtown Parking Structure



Site



# Coeur d'Alene Downtown Parking Structure



Site





# Coeur d'Alene Downtown Parking Structure



Site



# Coeur d'Alene Downtown Parking Structure



Site





# Coeur d'Alene Downtown Parking Structure



# Coeur d'Alene Downtown Parking Structure





# Coeur d'Alene Downtown Parking Structure



Site



# Coeur d'Alene Downtown Parking Structure

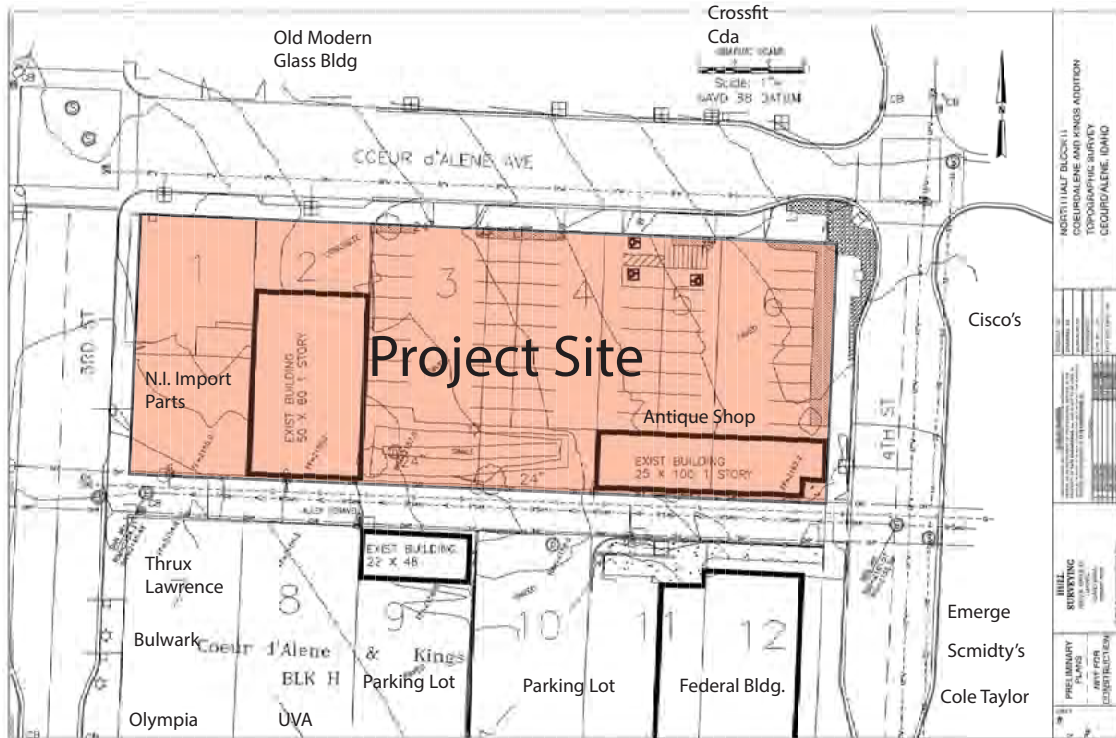


Site





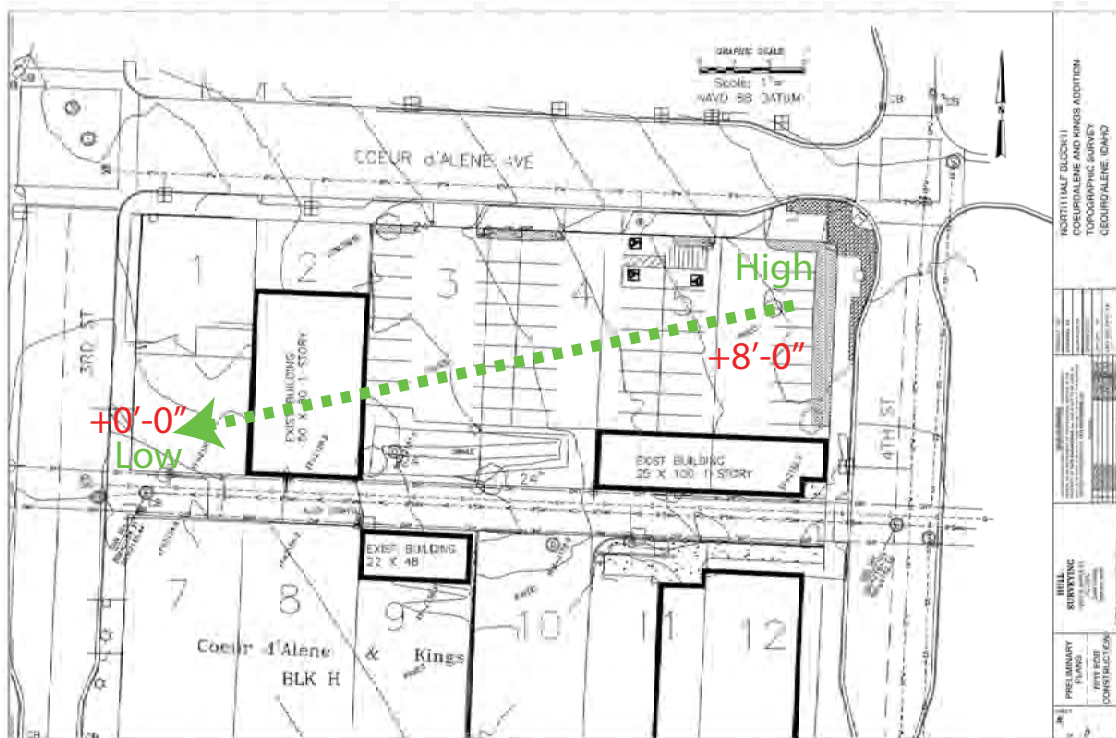
# Coeur d'Alene Downtown Parking Structure



Survey



# Coeur d'Alene Downtown Parking Structure

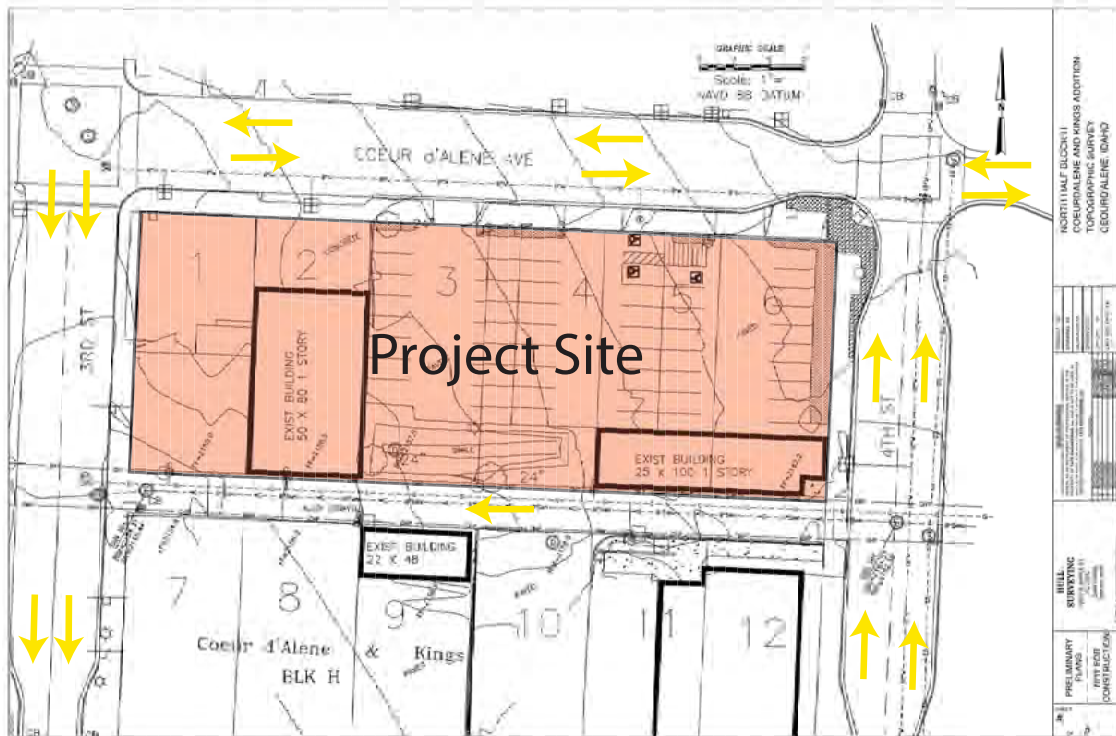


Survey





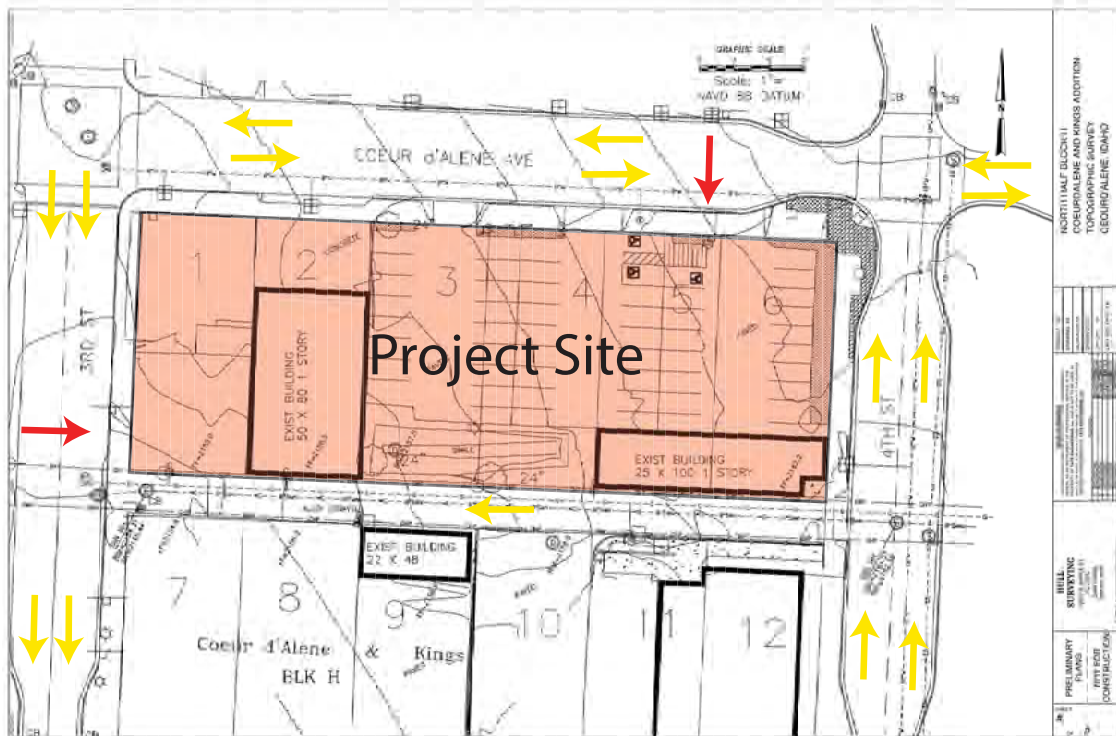
# Coeur d'Alene Downtown Parking Structure



Survey



# Coeur d'Alene Downtown Parking Structure



Survey





# Coeur d'Alene Downtown Parking Structure

## Parking Garage Design Parameters

---

### 1. Target 360 Parking Spaces

- A. Replace Existing
- B. Parking Deficit
- C. Normal Growth
- D. Development Catalyst



# Coeur d'Alene Downtown Parking Structure

## Parking Garage Design Parameters

---

### 1. Target 360 Parking Spaces

- A. Replace Existing
- B. Parking Deficit
- C. Normal Growth
- D. Development Catalyst

### 2. Simple Design

- A. Open Air
- B. Not Mixed Use





# Coeur d'Alene Downtown Parking Structure

## Parking Garage Design Parameters

---

### 1. Target 360 Parking Spaces

- A. Replace Existing
- B. Parking Deficit
- C. Normal Growth
- D. Development Catalyst

### 2. Simple Design

- A. Open Air
- B. Not Mixed Use

### 3. Architectural Features

- A. Generous use of Masonry to blend w/ Historical Downtown Materials
- B. Ground Level Storefronts to Enhance Curb Appeal
- C. Grand use of Signage / Public Art
- D. Landscaped Corners



# Coeur d'Alene Downtown Parking Structure

## Parking Garage Design Parameters

---

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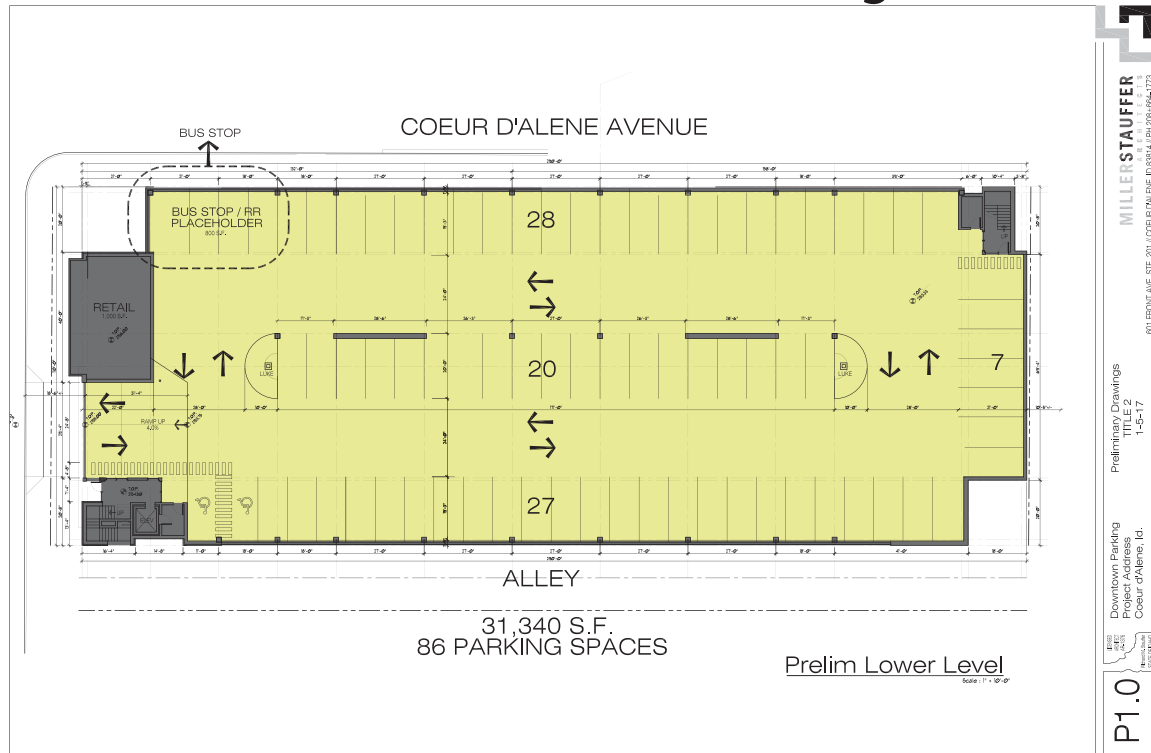
### 4. Operational Options

- A. Lower level Independence
- B. Potential for bridging
- C. Method for Closing





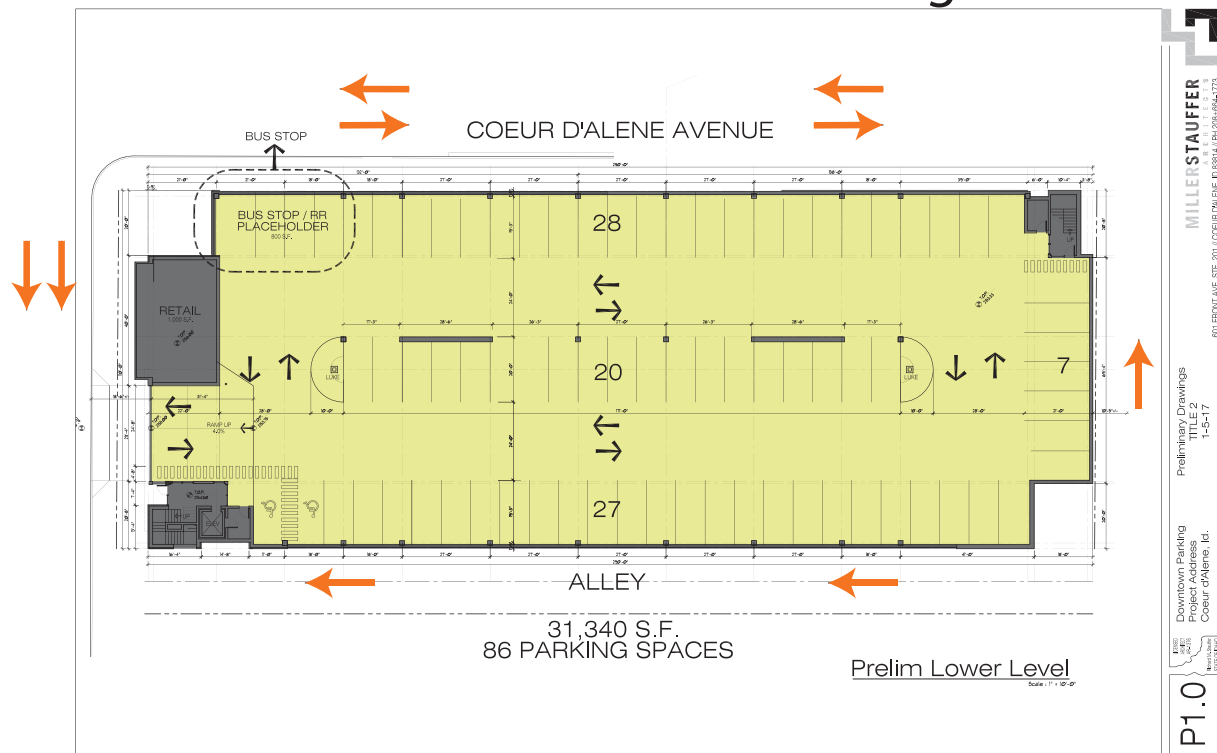
# Coeur d'Alene Downtown Parking Structure



## Parking Lowest Level



# Coeur d'Alene Downtown Parking Structure

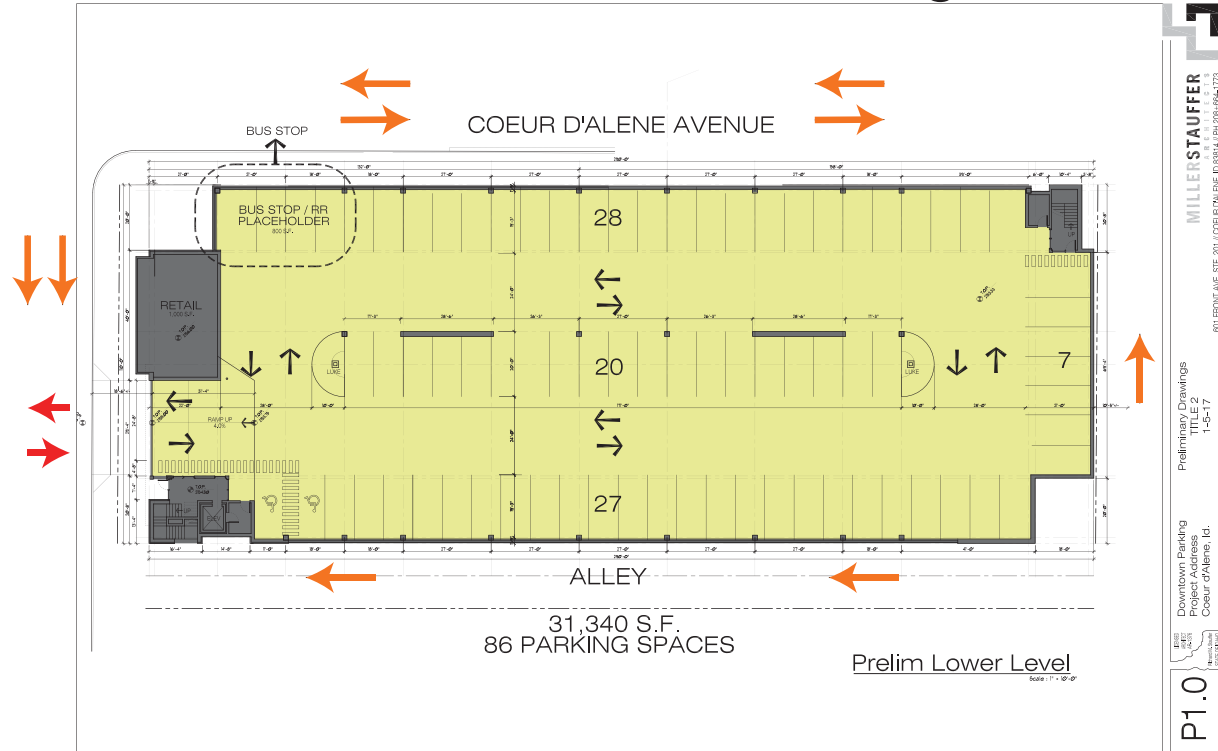


## Parking Lowest Level





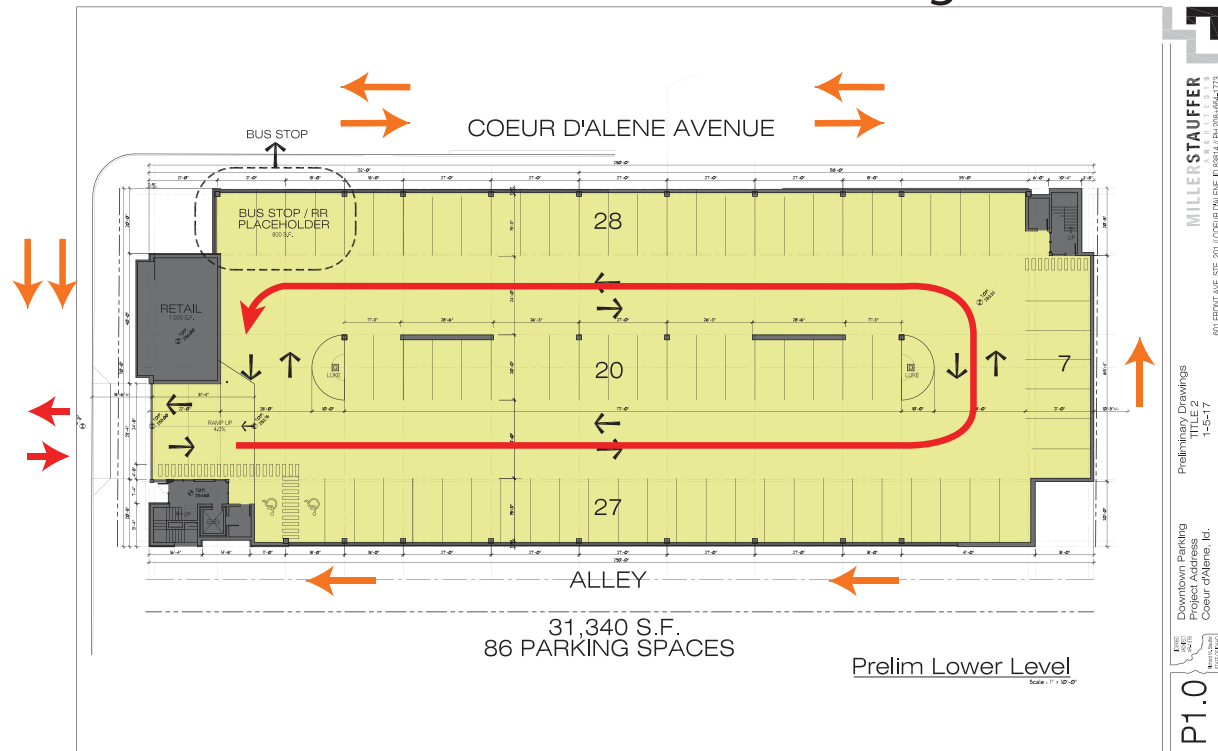
# Coeur d'Alene Downtown Parking Structure



## Parking Lowest Level



# Coeur d'Alene Downtown Parking Structure

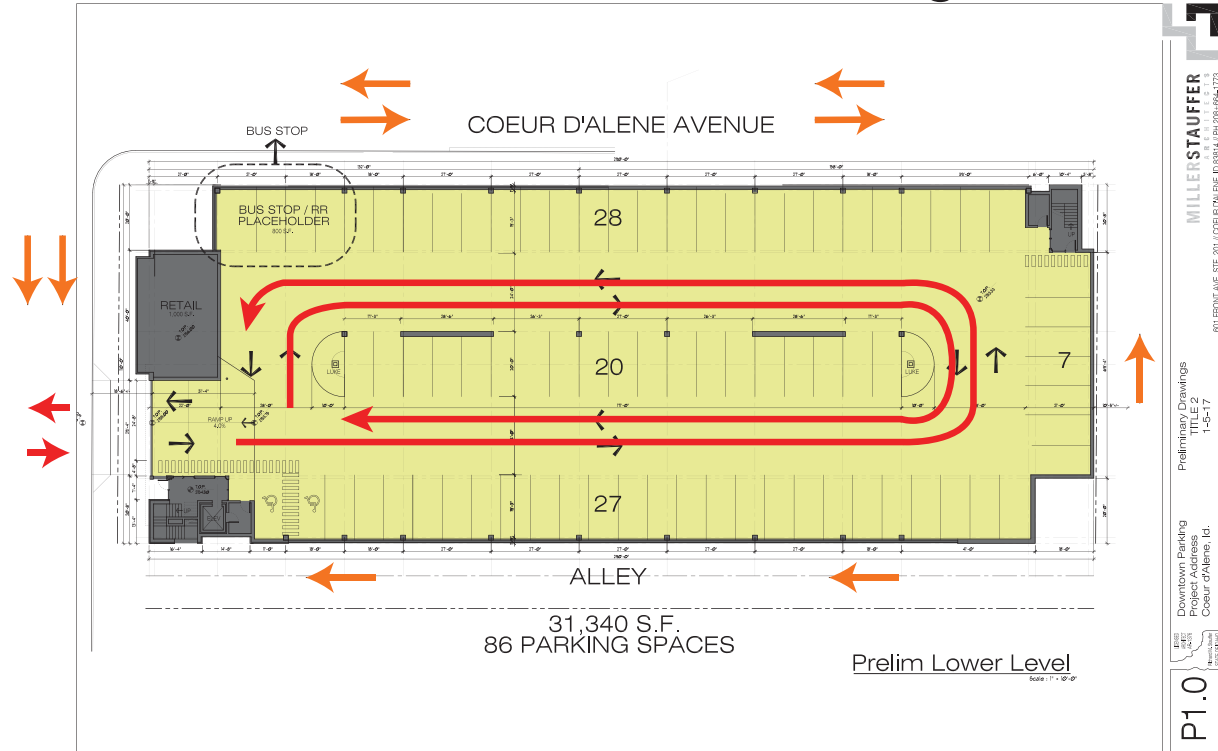


## Parking Lowest Level





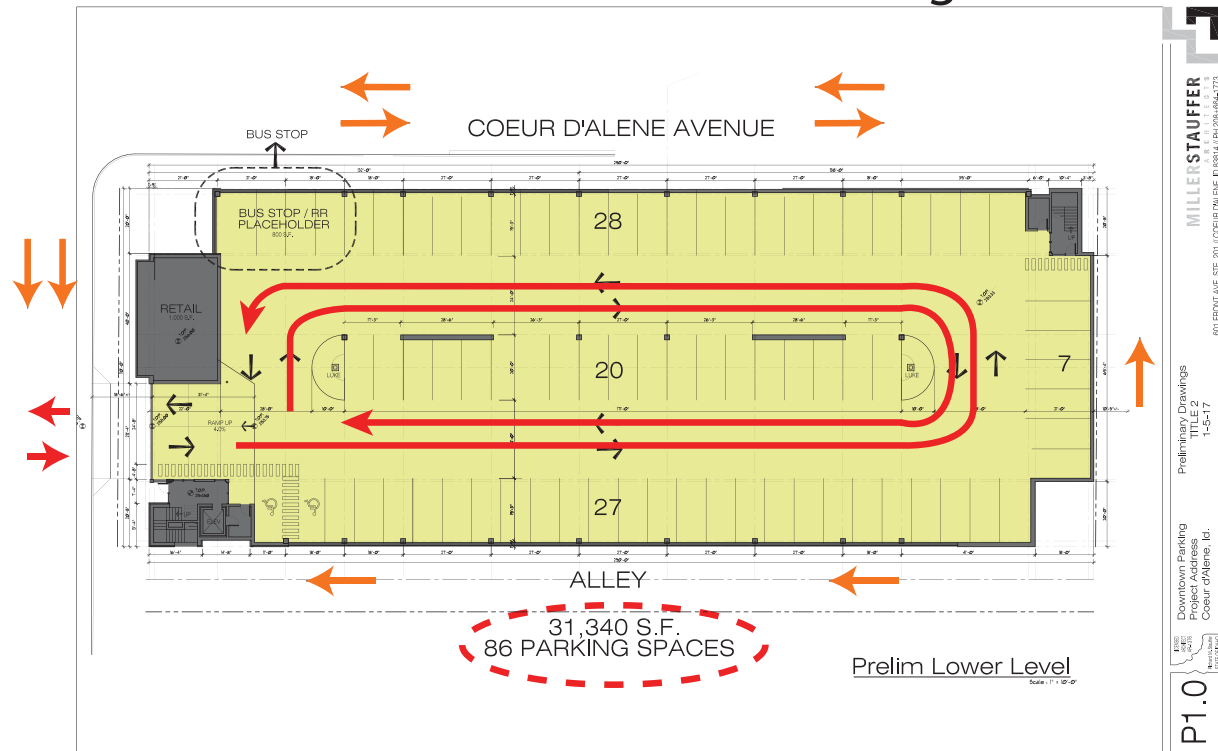
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## Parking Lowest Level



# Coeur d'Alene Downtown Parking Structure

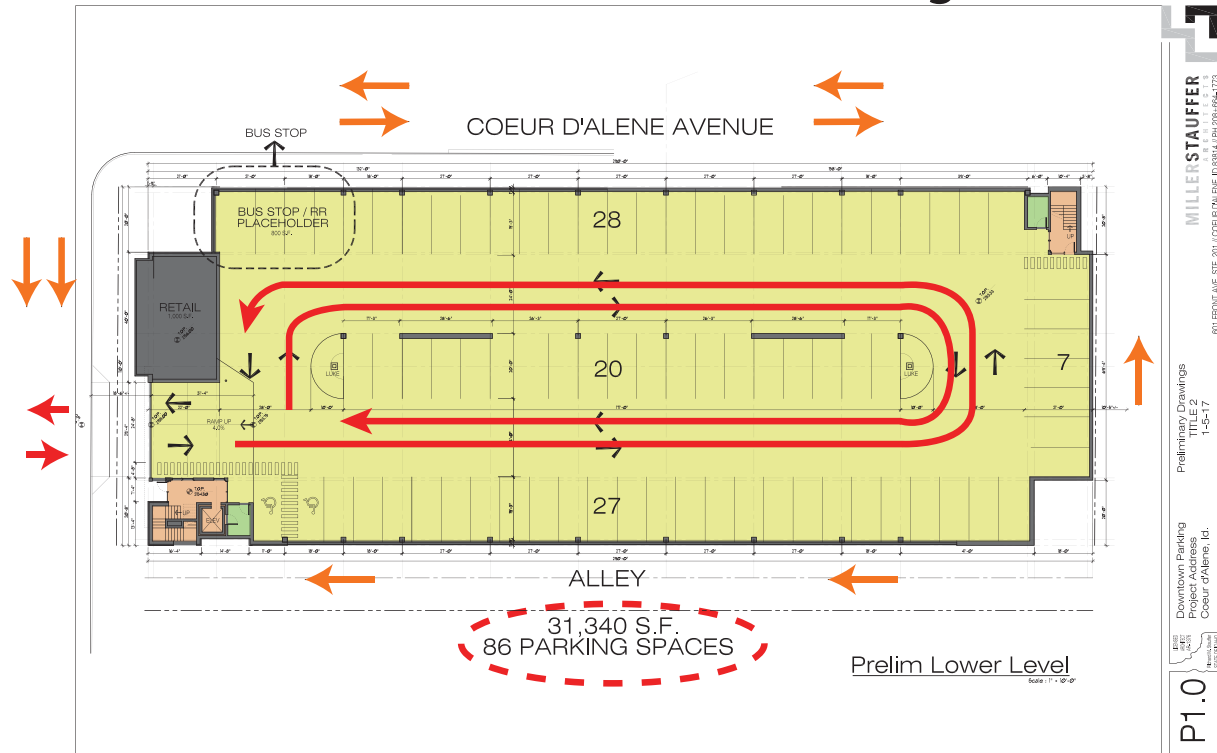


## Parking Lowest Level





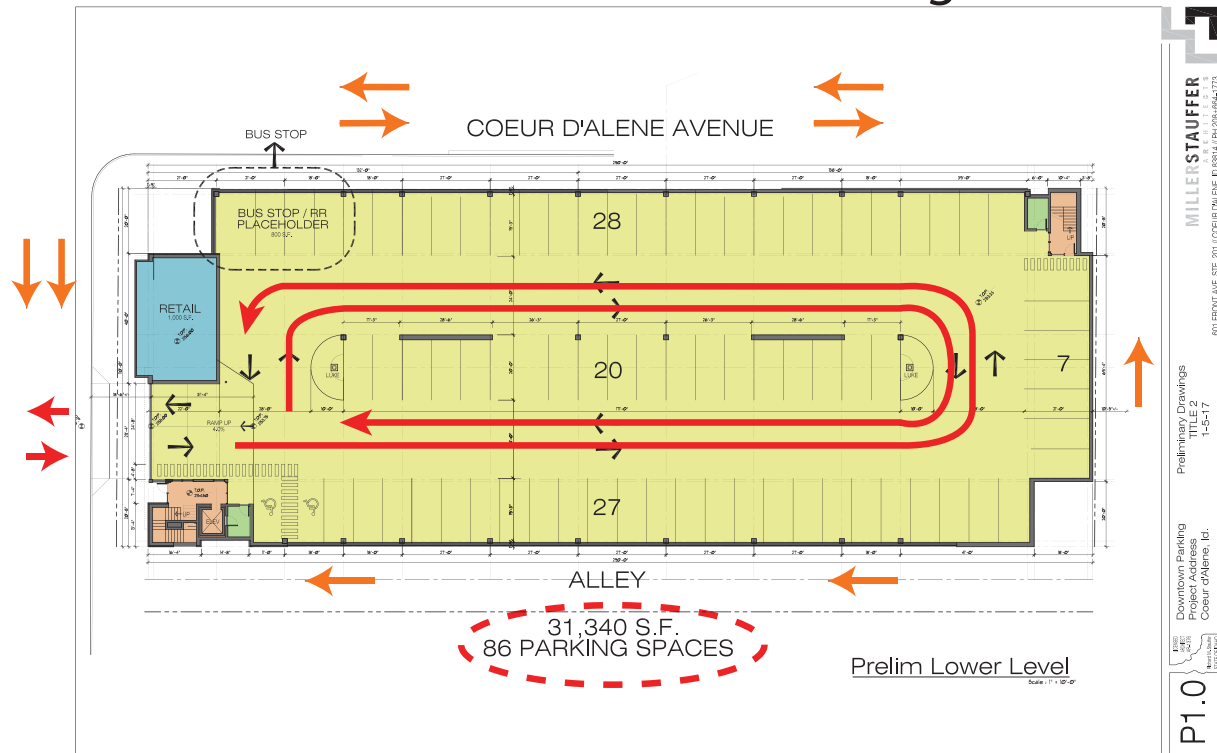
# Coeur d'Alene Downtown Parking Structure



## Parking Lowest Level



# Coeur d'Alene Downtown Parking Structure

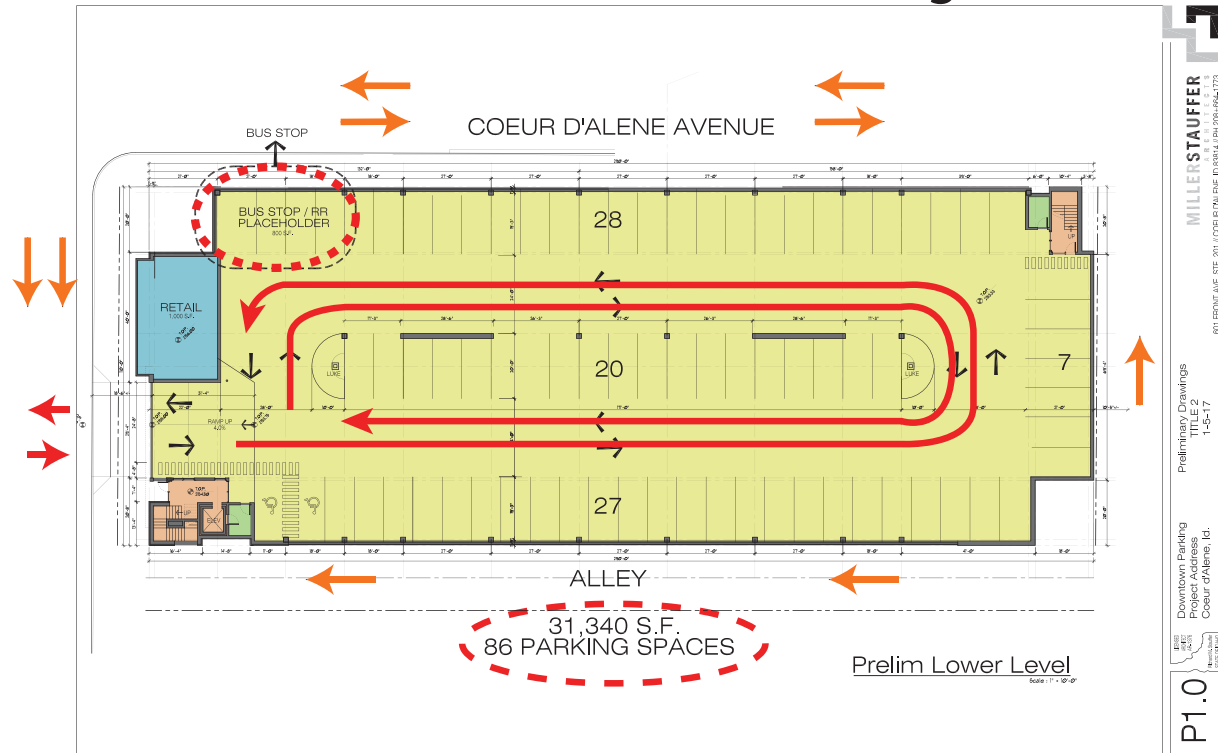


## Parking Lowest Level





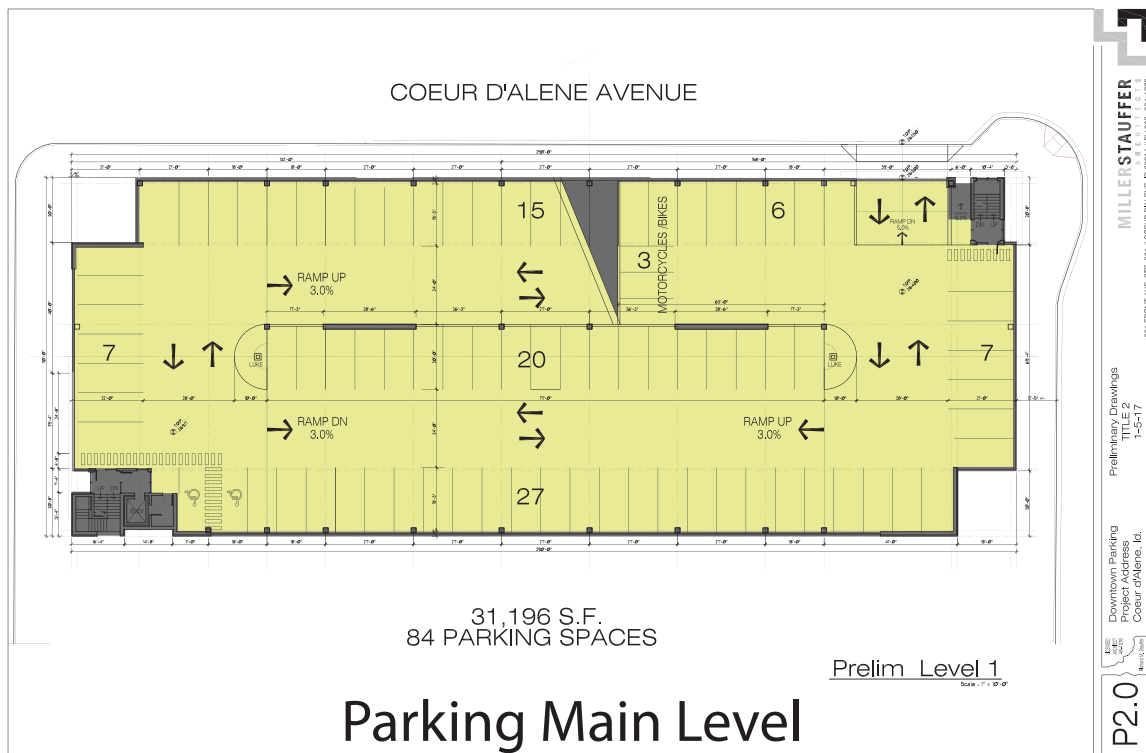
# Coeur d'Alene Downtown Parking Structure



## Parking Lowest Level



# Coeur d'Alene Downtown Parking Structure

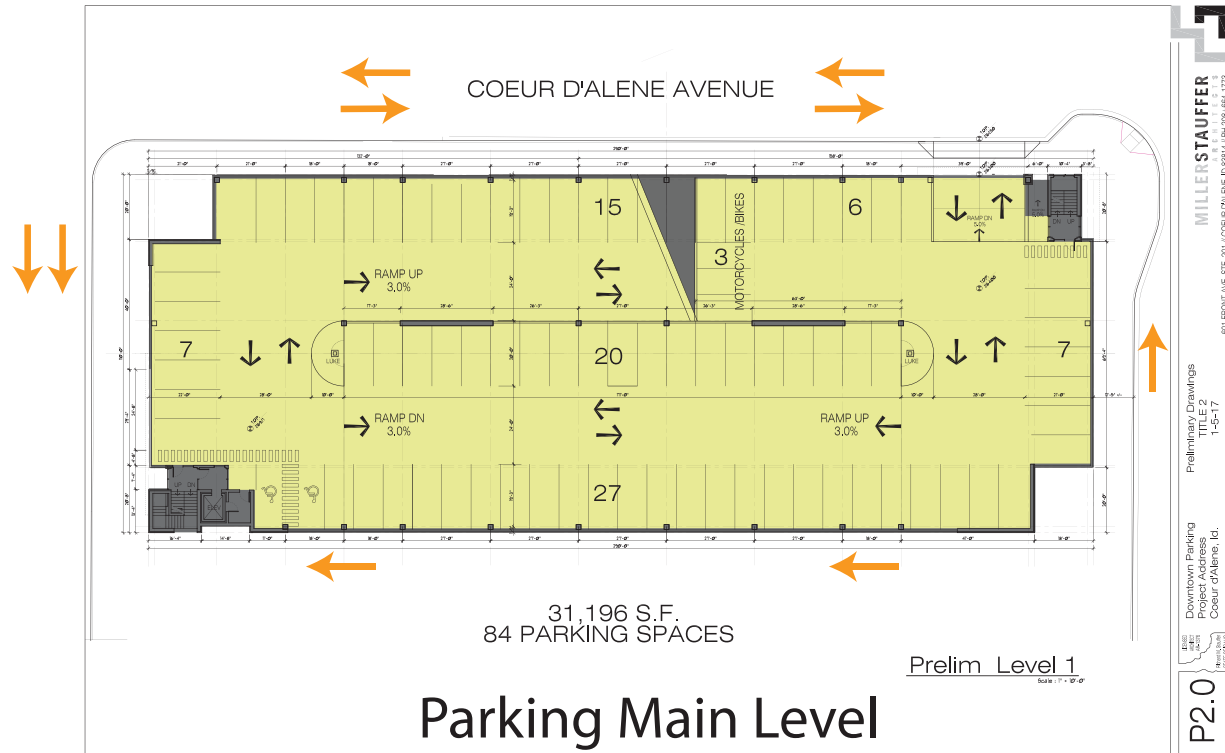


## Parking Main Level

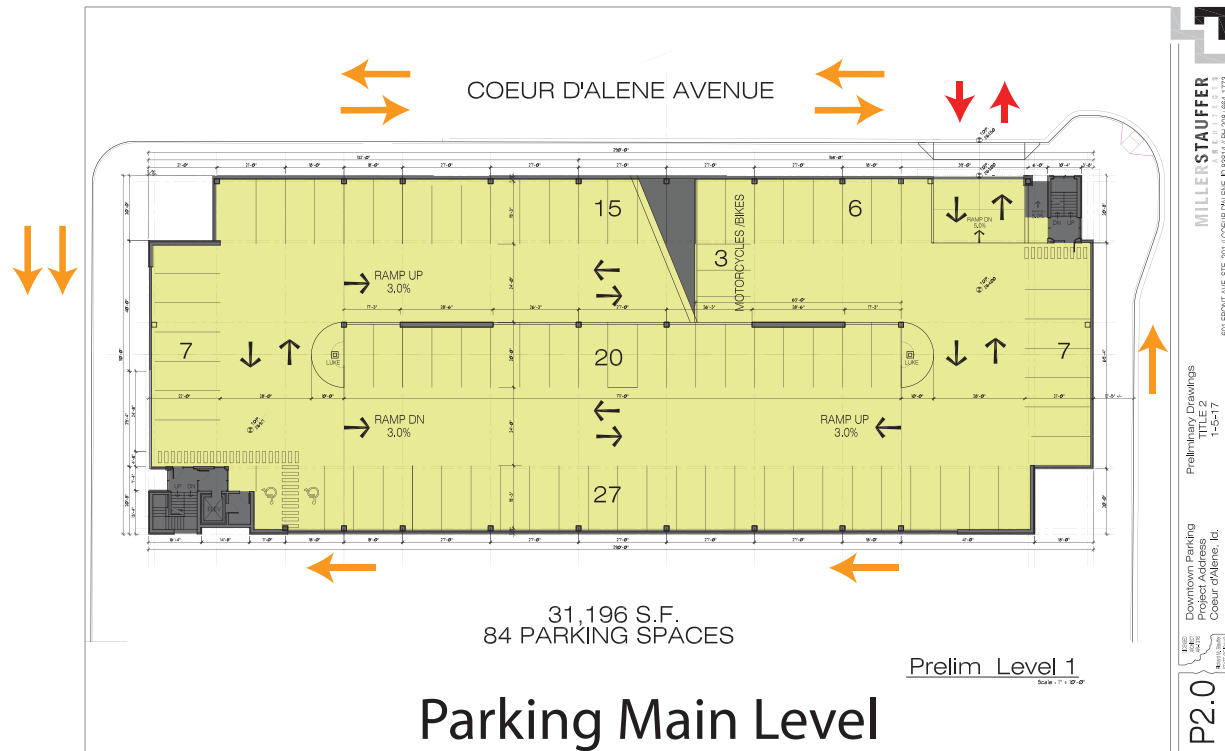




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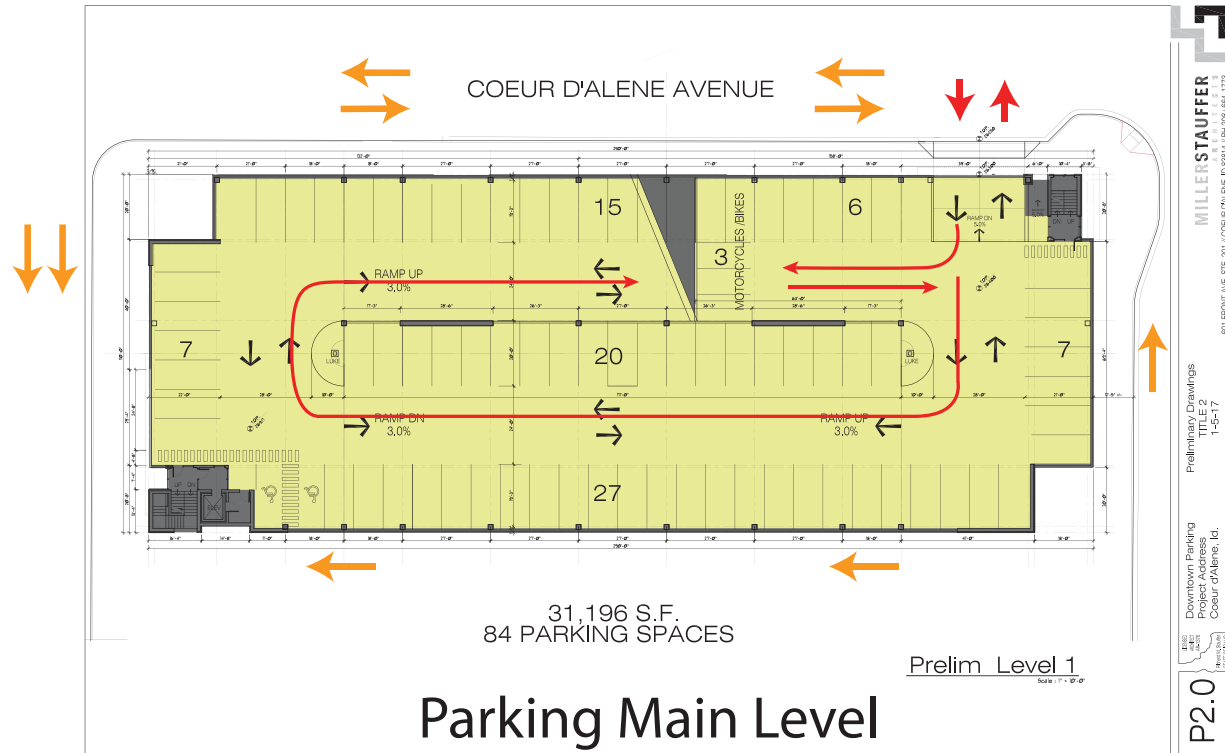


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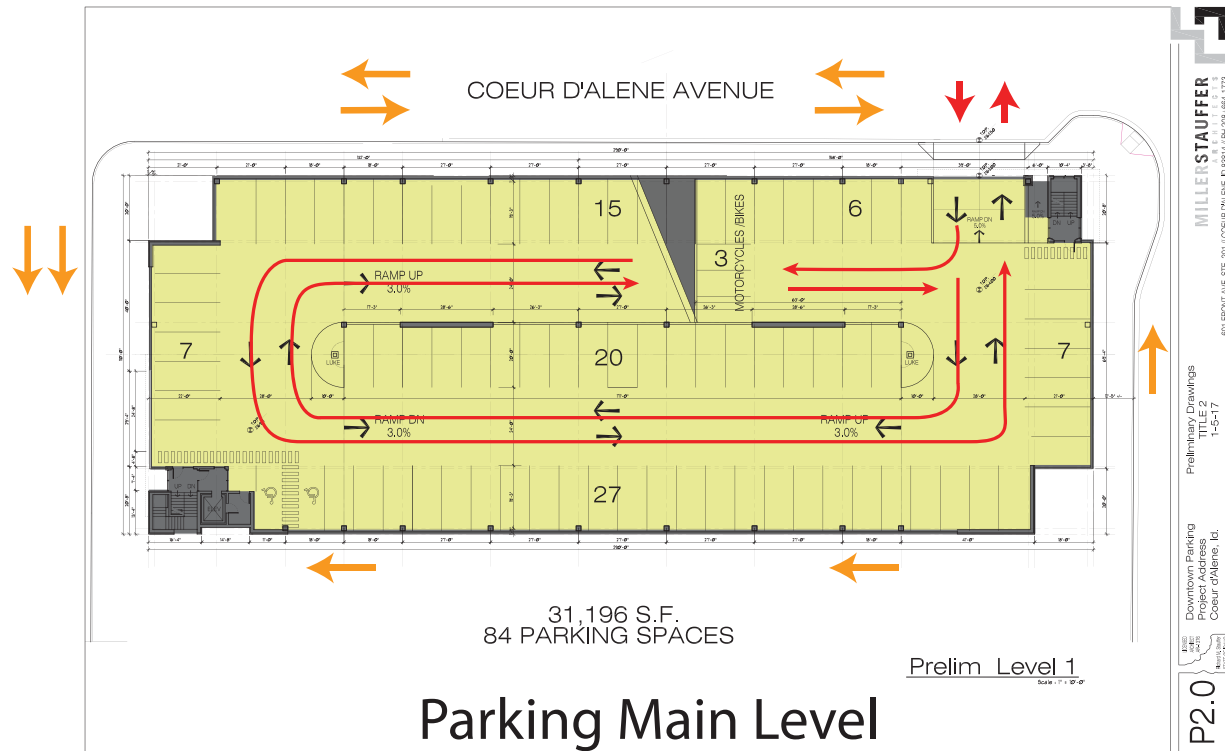




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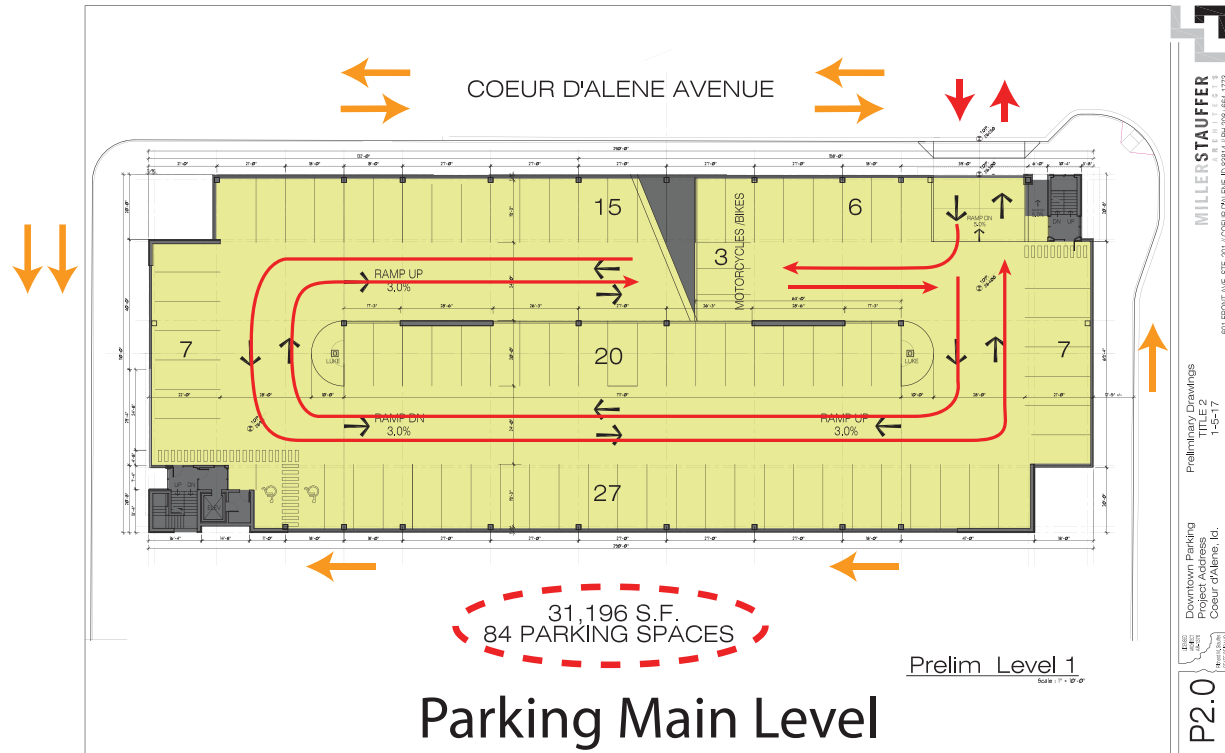


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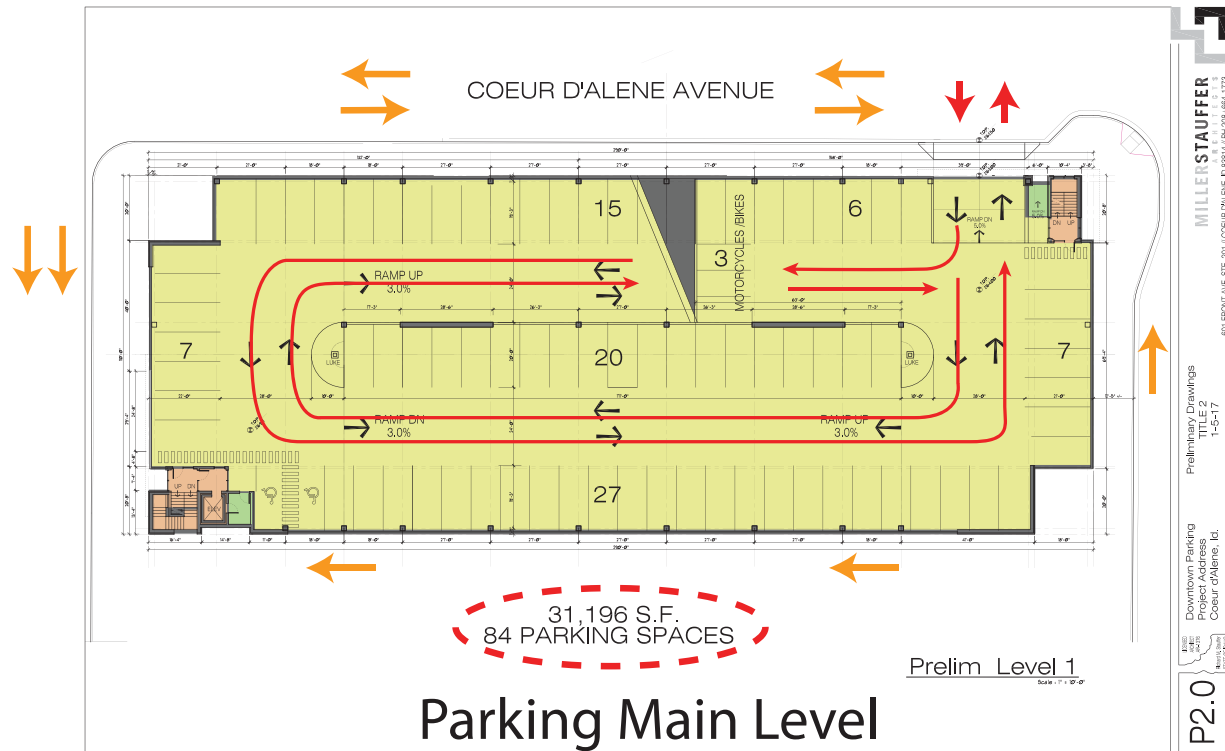




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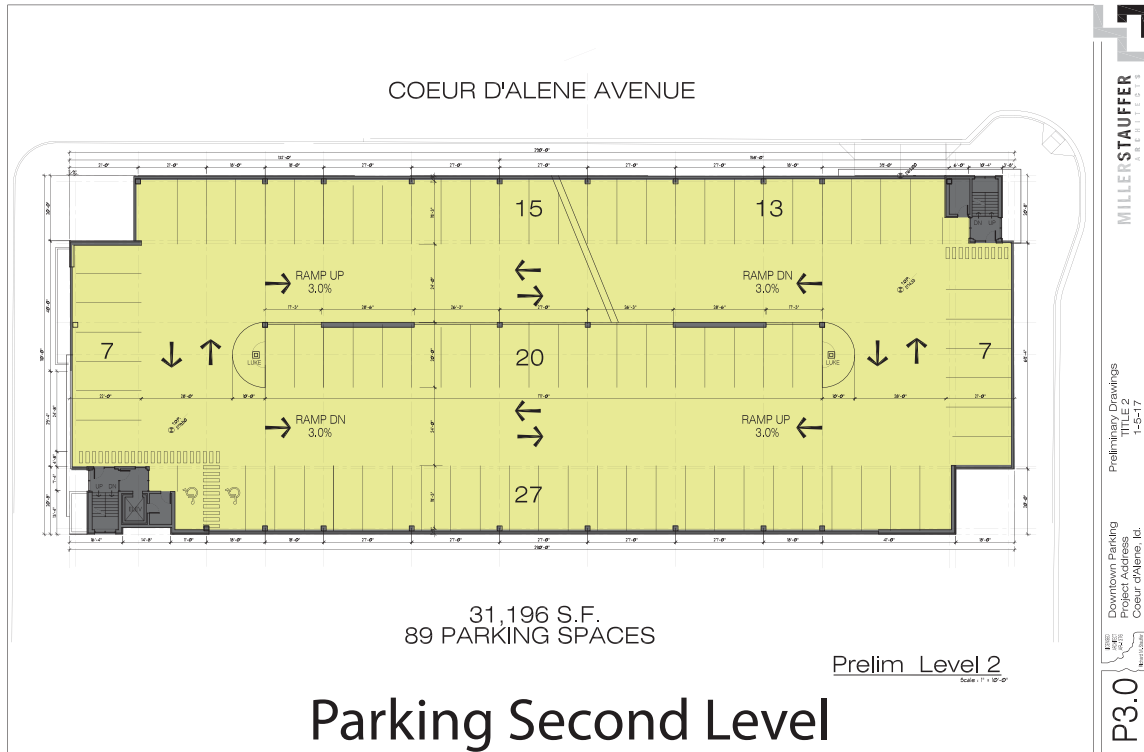


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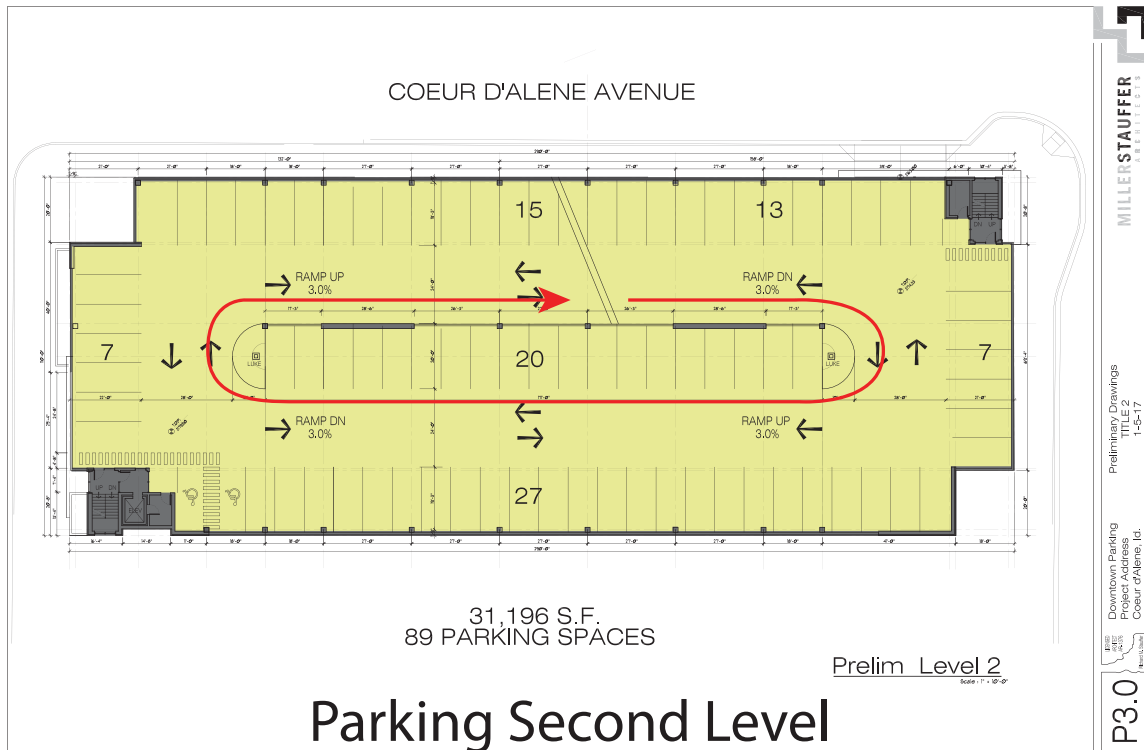




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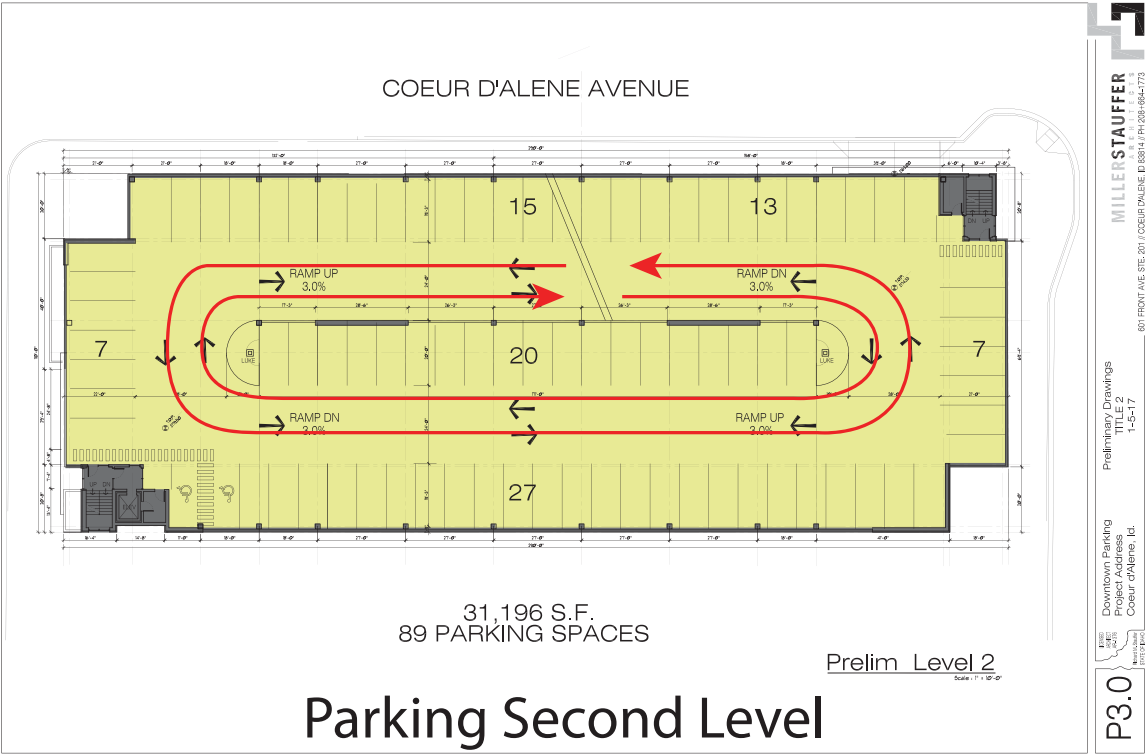


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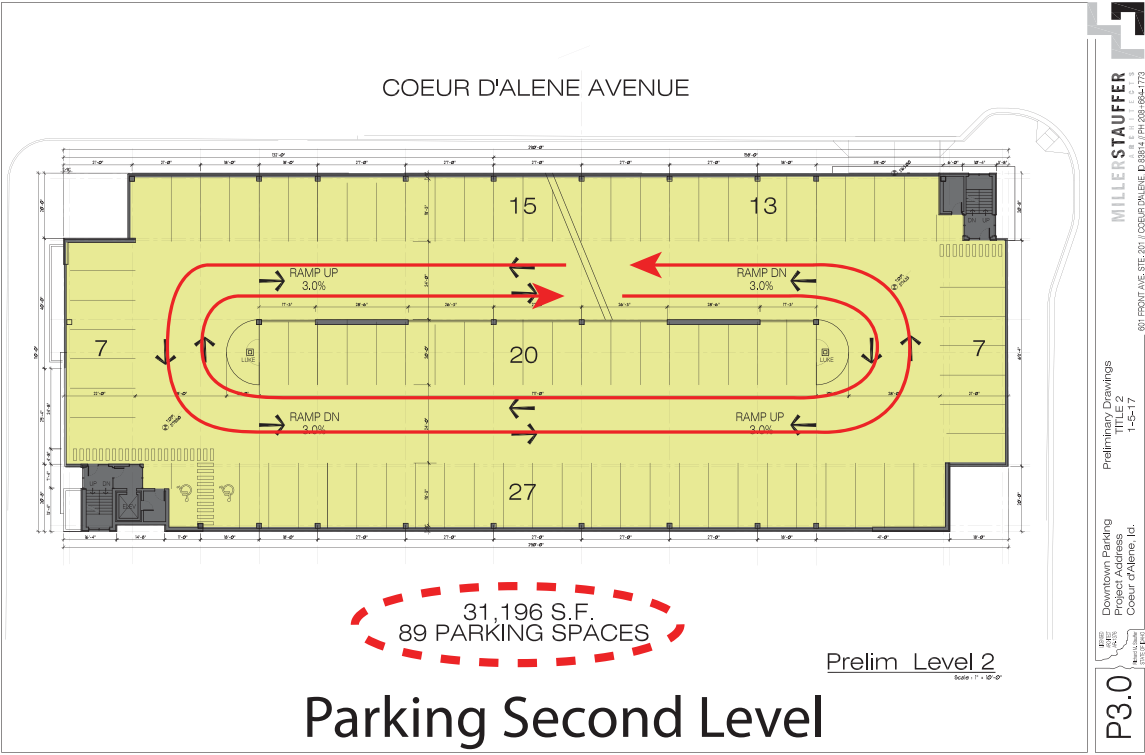




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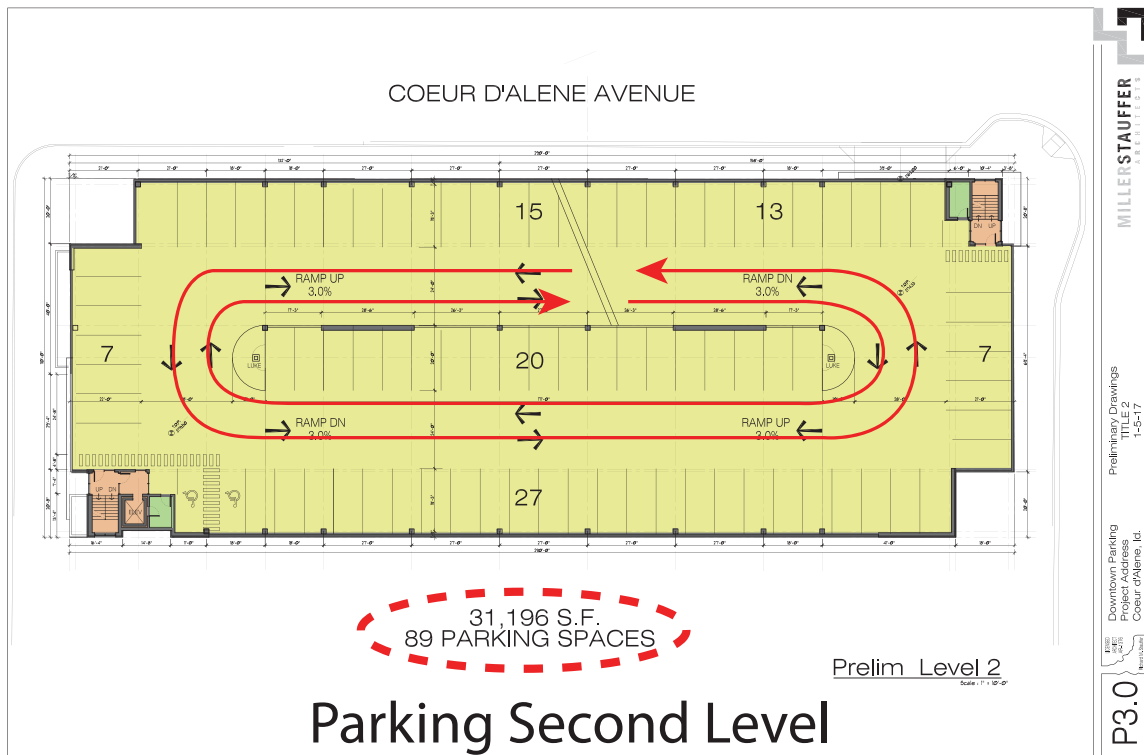


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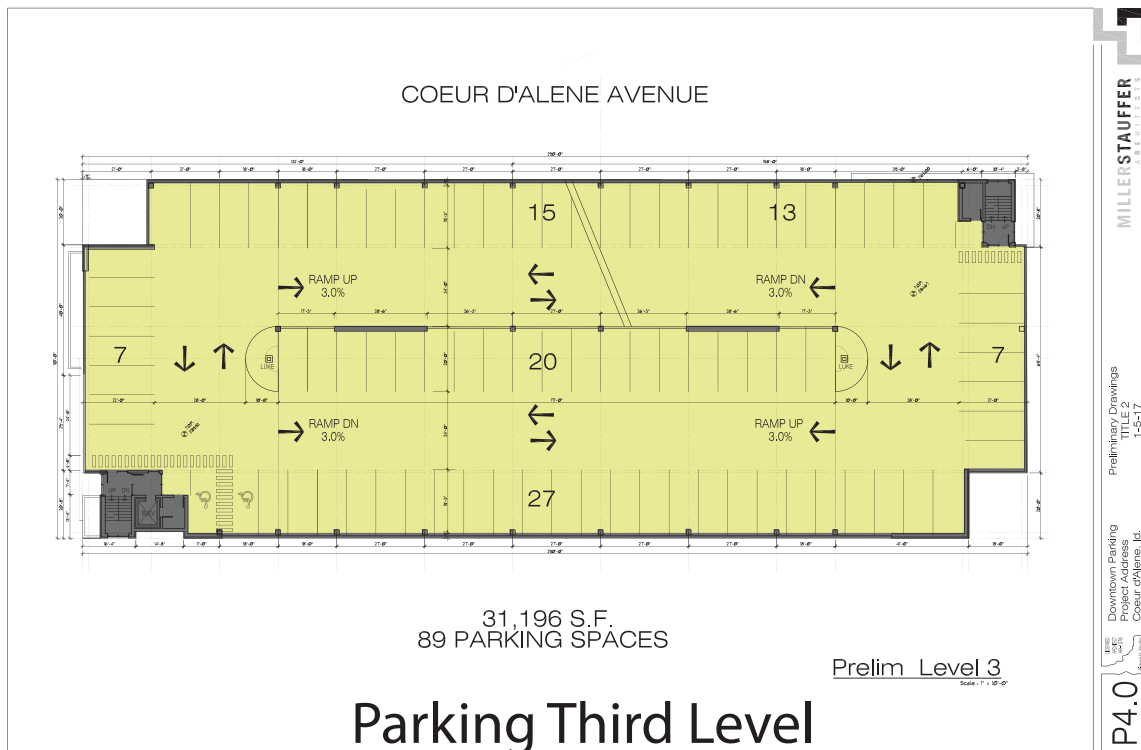




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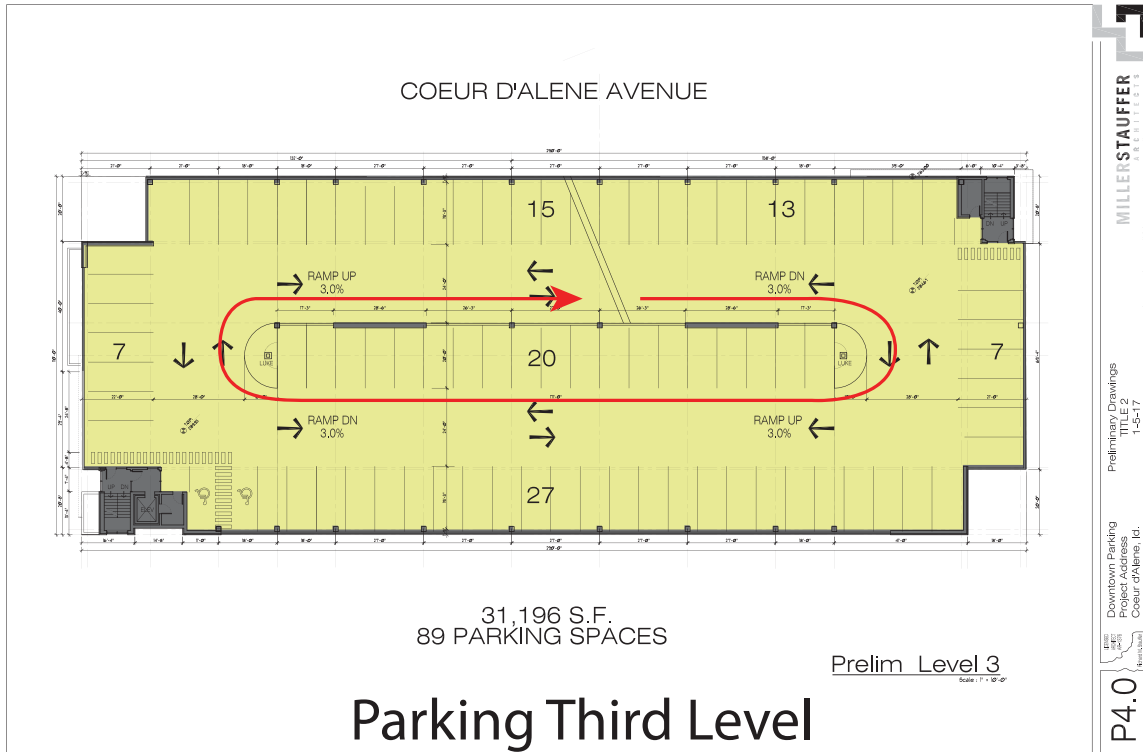


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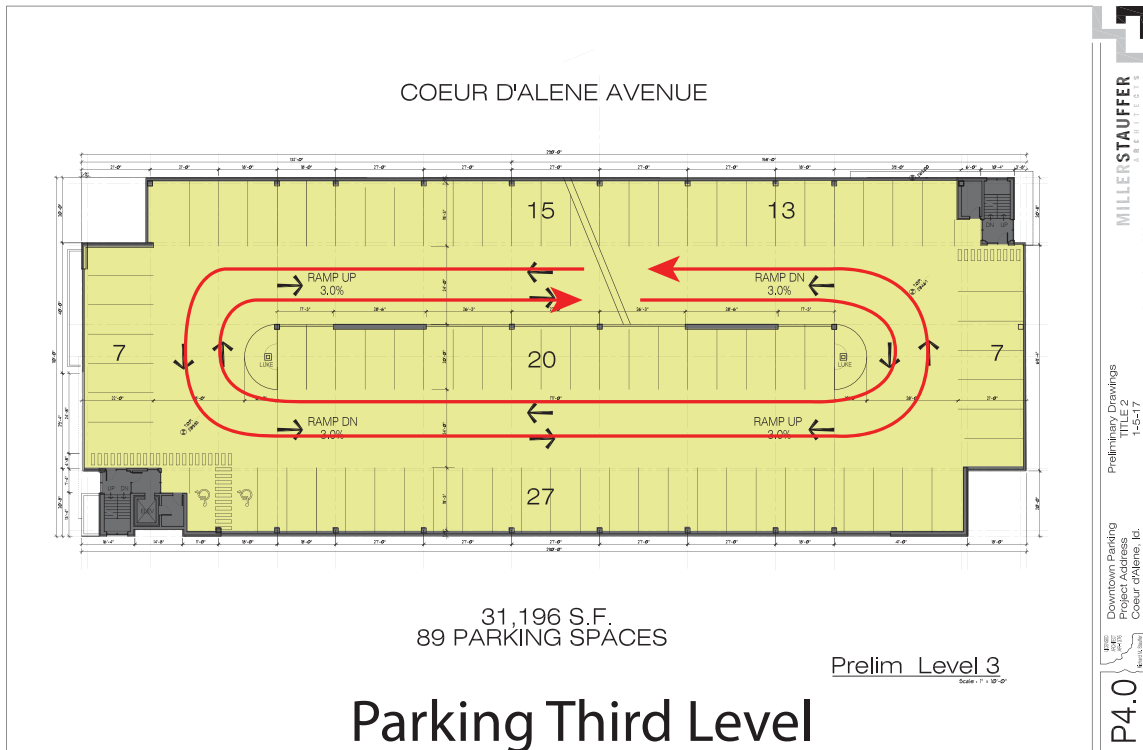




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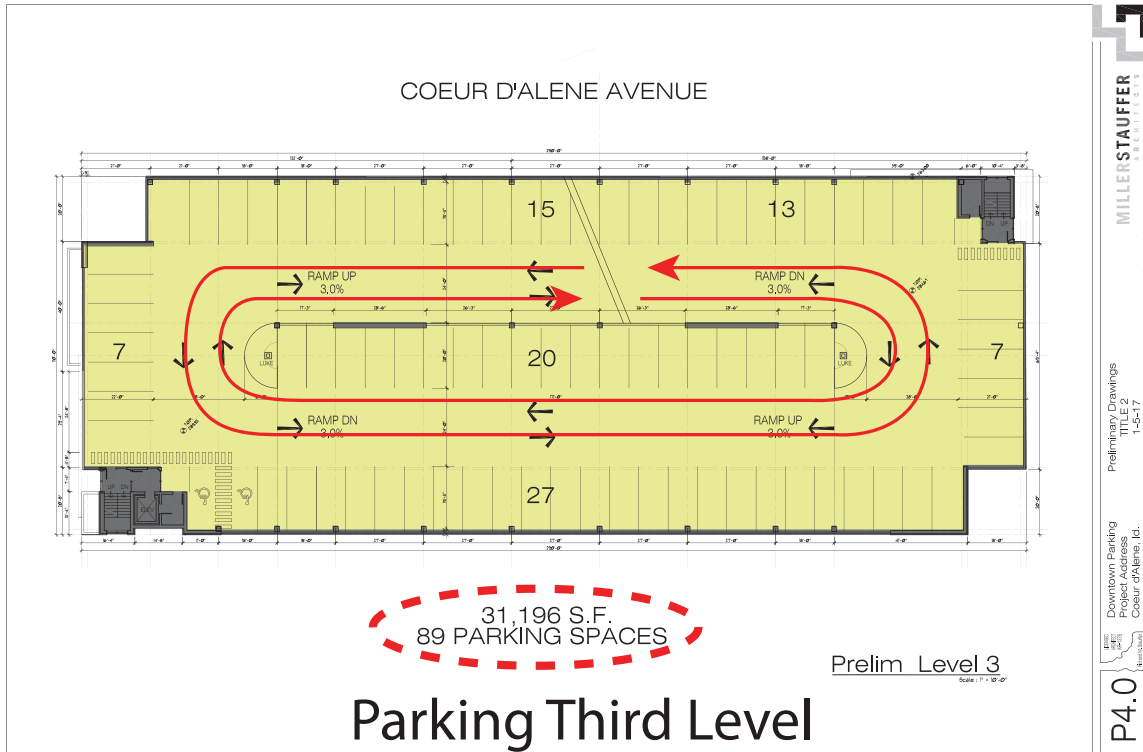


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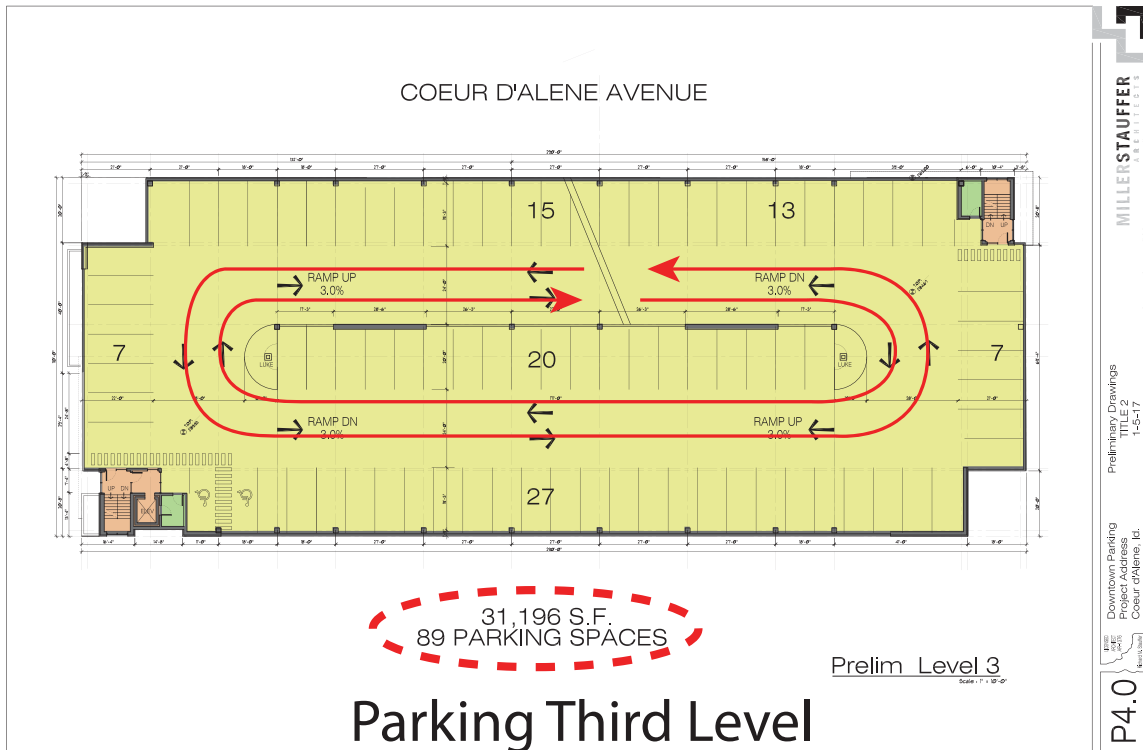




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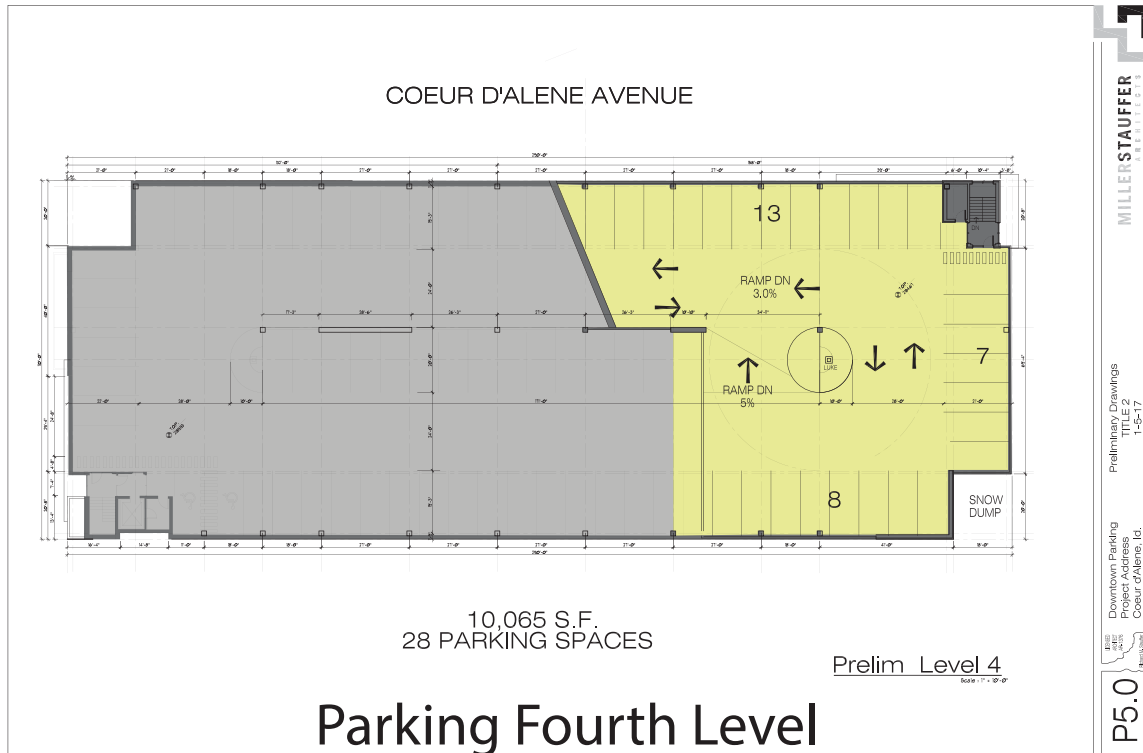


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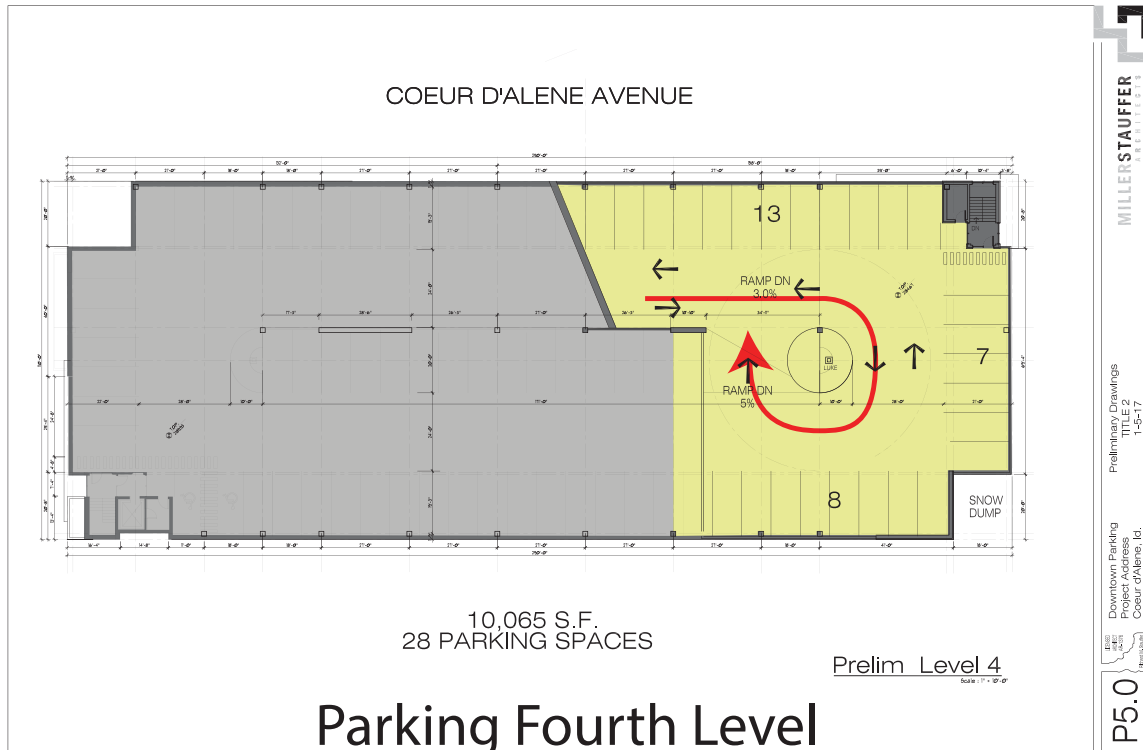




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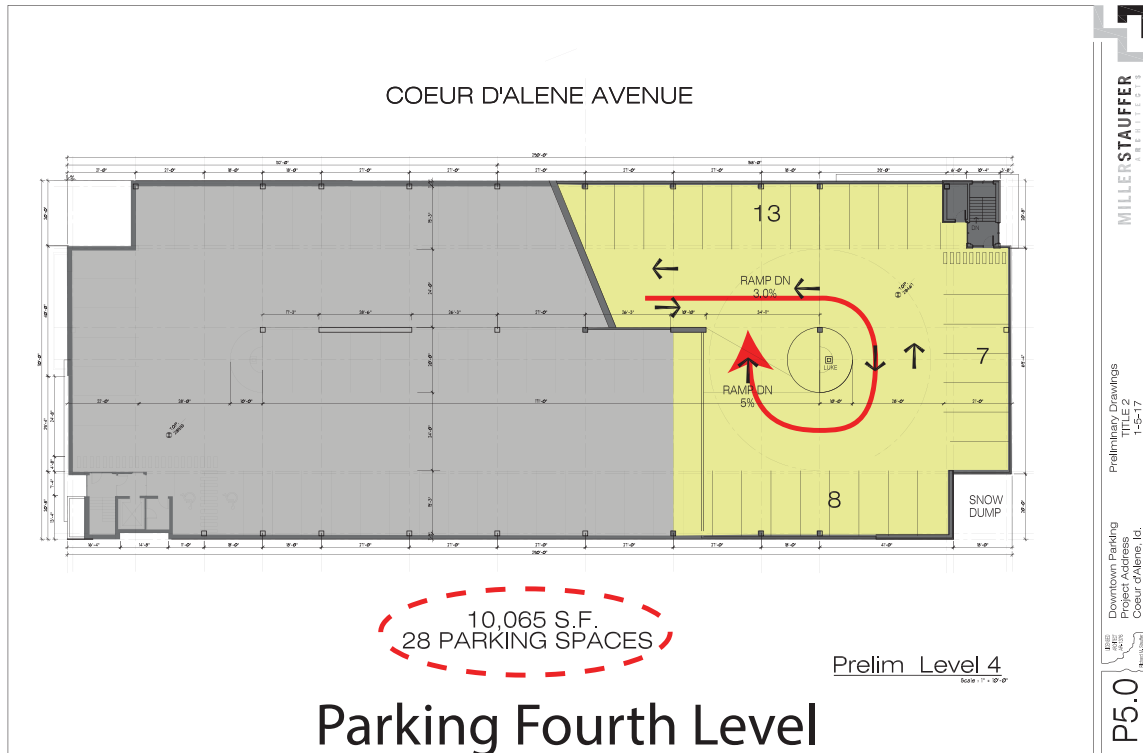


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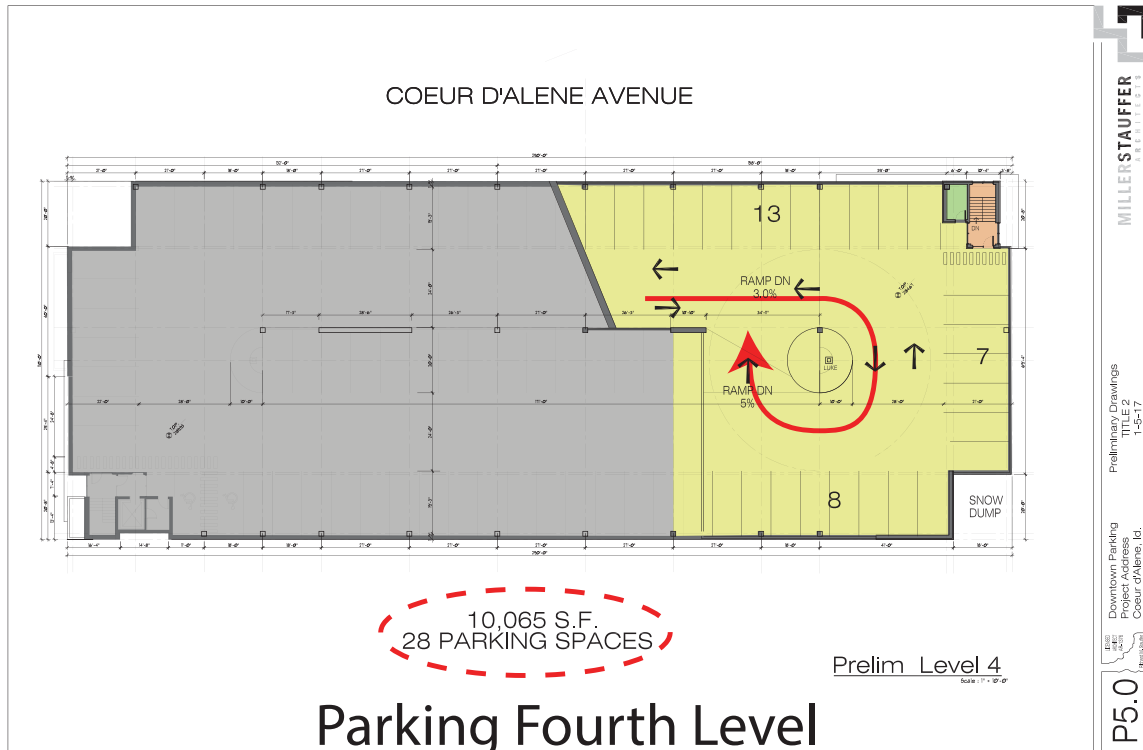




# Coeur d'Alene Downtown Parking Structure



# Coeur d'Alene Downtown Parking Structure





# Coeur d'Alene Downtown Parking Structure



3rd St. & Coeur d'Alene Ave.



# Coeur d'Alene Downtown Parking Structure



3rd St. & Alley





# Coeur d'Alene Downtown Parking Structure



4th St. & Alley



# Coeur d'Alene Downtown Parking Structure



4th St. & Coeur d'Alene





# Coeur d'Alene Downtown Parking Structure



4th & Coeur d'Alene Ave.



# Coeur d'Alene Downtown Parking Structure



3rd St. & Coeur d'Alene Ave.





# Coeur d'Alene Downtown Parking Structure



Coeur d'Alene Ave.



# Coeur d'Alene Downtown Parking Structure



3rd St.





# Coeur d'Alene Downtown Parking Structure



4th St. & Alley



# Coeur d'Alene Downtown Parking Structure

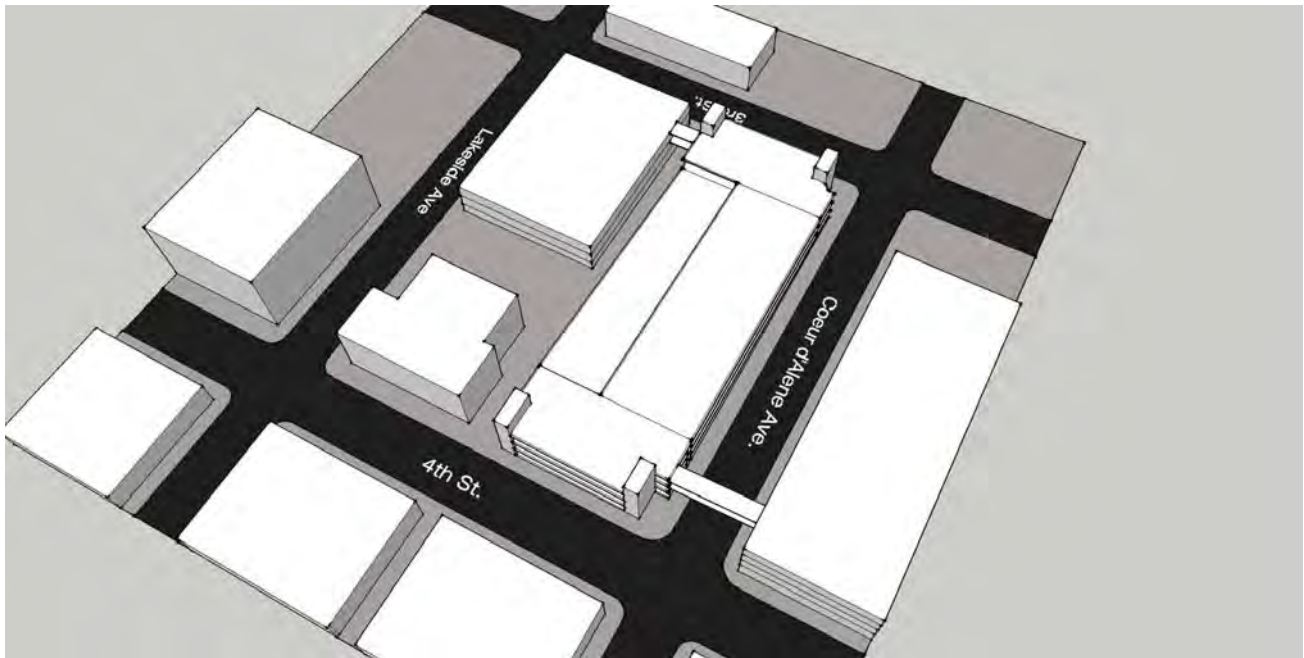


4th & Coeur d'Alene Ave.





# Coeur d'Alene Downtown Parking Structure



## Potential Connections



# Coeur d'Alene Downtown Parking Structure

## Schematic Level Opinion of Construction Cost

---

1. Site Preparation	\$150,000.00
2. Basic Structure	\$4,700,000.00
3. Architectural Enhancements	\$725,000.00
4. Design / Permits / Special Inspections	\$350,000.00
	<hr/>
	\$5,925,000.00 *

\* Does not include Utility Relocation (Frontier, Spectrum), Signage





# Coeur d'Alene Downtown Parking Structure

## Schematic Level Opinion of Construction Cost

---

1. Site Preparation	\$150,000.00
2. Basic Structure	\$4,700,000.00
3. Architectural Enhancements	\$725,000.00
4. Design / Permits / Special Inspections	\$350,000.00
	<hr/>
Cost per Sq. ft.	\$5,925,000.00 *
$5,425,000.00 / 134,993 \text{ sq. ft.} = \$40.19 / \text{Sq. ft.}$	



# Coeur d'Alene Downtown Parking Structure

## Schematic Level Opinion of Construction Cost

---

1. Site Preparation	\$150,000.00
2. Basic Structure	\$4,700,000.00
3. Architectural Enhancements	\$725,000.00
4. Design / Permits / Special Inspections	\$350,000.00
	<hr/>
Cost per Sq. ft.	\$5,925,000.00 *
$5,425,000.00 / 134,993 \text{ sq. ft.} = \$40.19 / \text{Sq. ft.}$	
Cost per Car	
$5,425,000.00 / 376 \text{ cars} = \$14,428.19 \text{ per car}$	





# Coeur d'Alene Downtown Parking Structure



4th & Coeur d'Alene Ave.





## MEMORANDUM

DATE: JANUARY 27, 2017

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: DISCUSSION REGARDING CONSENT CALENDAR ITEMS.

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**HISTORY:** At the November 15, 2016 Council Meeting discussion began regarding the process/procedure of placing items on the Consent Calendar. Staff is providing the attached outline of how and when items are currently placed on consent calendar based on previous agendas. This item is being brought forward to aid Council in their discussion of the process and procedure regarding the Consent Calendar portion of the Council Agenda. If Council would like the process/procedures to change in the future and/or the wording on the Council Agenda to change, please provide staff with your recommendation. As noted previously, Idaho Code does not regulate consent calendar, rather it is an option for the City Council to aid in the flow of meetings.

The Legal Department has clarified that there is no requirement that an item on the Consent Agenda has to be removed by motion. However, if the Council wishes to make this process more formal by means of a policy, there is nothing in State law to prohibit it.

Council may wish to consider the following:

- Continue status quo
- Clarify that one Councilmember may pull an item off of Consent Calendar for more discussion or clarify that a motion should be made (AIC recommends the option of one member being able to pull an item)
- Make recommendations for changes to current process and procedures (including wording changes to the agenda; procedure for sub-committees, etc.)
- Make a recommendation for staff to prepare a formal policy



## CONSENT CALENDAR DISCUSSION

*NOTE: Any Council person may make a motion to pull an item off the Consent Calendar for separate discussion.*

Subcommittees are meant to aid in the filtering and vetting of items prior to the full council approval. A subcommittee can send an item back to staff for additional research, recommend approval to the full Council via Consent Calendar or general Agenda, or recommend denial to the full Council. Items that require an Ordinance cannot be placed on Consent.

Language from the Council Agenda that may need to be revised: *F. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilperson that one or more items be removed for later discussion.*

Consent Calendar items are items that require Council approval, but meet city code (state code) and verified by staff prior to placement on the calendar, these are deemed routine.

Examples: *(Automatic indicates items placed on agenda by staff without going through sub-committee)*

- Minutes (automatic)
- Beer/Wine Licenses (automatic)
- Plats (automatic)
- Subdivisions Agreements, acceptance of improvements (automatic)
- Maintenance Warranty Agreements (automatic)
- Setting of public hearings (automatic)
- Setting of sub-committee meetings (automatic)
- Sidewalk encroachment permits
- Cemetery lot transfers/purchases (automatic)
- Destruction of public records
- Change orders
- Lease/contract renewals
- Agreements/contracts approved in the budget; amendments to agreements/contracts
- Declaration of surplus property
- Acceptance of grant agreements
- Approval of payment of bills
- Approval of amendments to city policies, and classification and compensation plans
- Award of bids

Items that should/could go on to the full Agenda:

- Ordinances
- Controversial items
- When a sub-committee does not have a unanimous vote on approval recommendation
- Staff may request an item go direct to full Council due to timeliness
- An item that would be good for more promotion to the Community



## PUBLIC HEARINGS



## **CITY COUNCIL STAFF REPORT**

**FROM:** MIKE BEHARY, PLANNER

**DATE:** FEBRUARY 21, 2017

**SUBJECT:** A-1-17 – ZONING PRIOR TO ANNEXATION OF 10.01 ACRES FROM COUNTY AGRICULTURAL SUBURBAN TO R-3 (RESIDENTIAL AT 3 UNITS/ACRE)

**LOCATION:** PROPERTY LOCATED IMMEDIATELY NORTH OF THE INTERSECTION OF THOMAS LANE AND THOMAS HILL DRIVE.

**APPLICANT:**

Aspen Homes and Development LLC  
1831 N Lakewood Drive, Suite A  
Coeur d'Alene, ID 83814

**DECISION POINT:**

The applicant is requesting approval of an annexation of 10.01 acres in conjunction with zoning approval from county Agricultural Suburban (Ag-Suburban) Zone to city R-3 (Residential at 3 units/acre) zoning district.

**BACKGROUND INFORMATION:**

The applicant purchased the subject parcel in 2016 from the Coeur D'Alene School District. The property is surrounded by residential subdivisions on all sides. The subject site is also surrounded by the city limits on all sides. The surrounding residential subdivisions were annexed into the city in the 1990's and were soon after developed with single family dwellings. The subject site is located within the City's Area of City Impact (ACI).

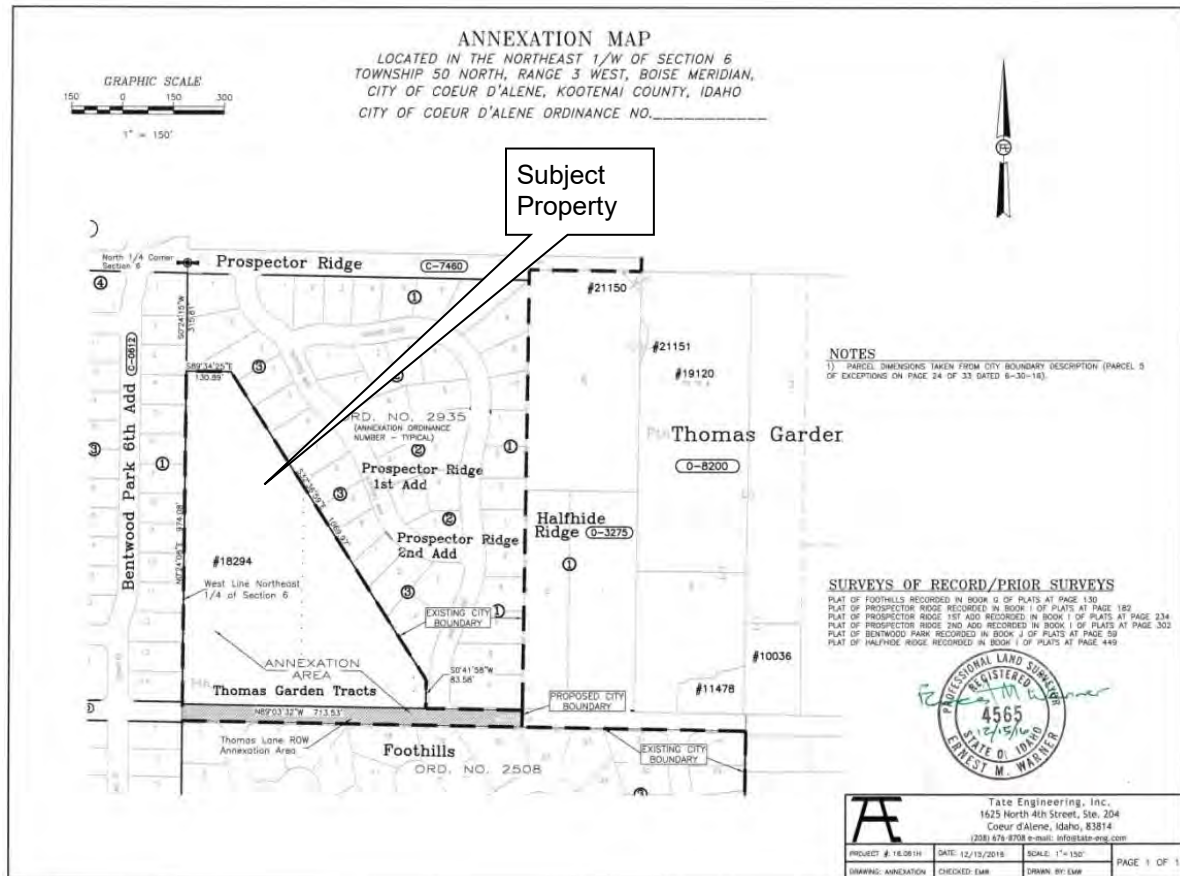
The applicant submitted applications for a Planned Unit Development (PUD) and Subdivision at the same time as the Annexation request. The three requests were heard by the Planning Commission on January 10, 2017. Residents from the surrounding neighborhoods attended the public hearing and were supportive of the annexation request, but voiced concerns with the requested lot sizes in the proposed PUD and Subdivision, indicating that the proposal would not be consistent with the neighborhood character. The Planning Commission made findings and approved a motion recommending approval of the Annexation request (A-1-17) to the City Council. The PUD and Subdivision requests were both denied without prejudice.

The applicant has since submitted a modified Subdivision application with 28 single-family residential lots that meet R-3 zoning district requirements for lot frontages and lot sizes. The Subdivision request will be heard by the Planning Commission in March, if the annexation is



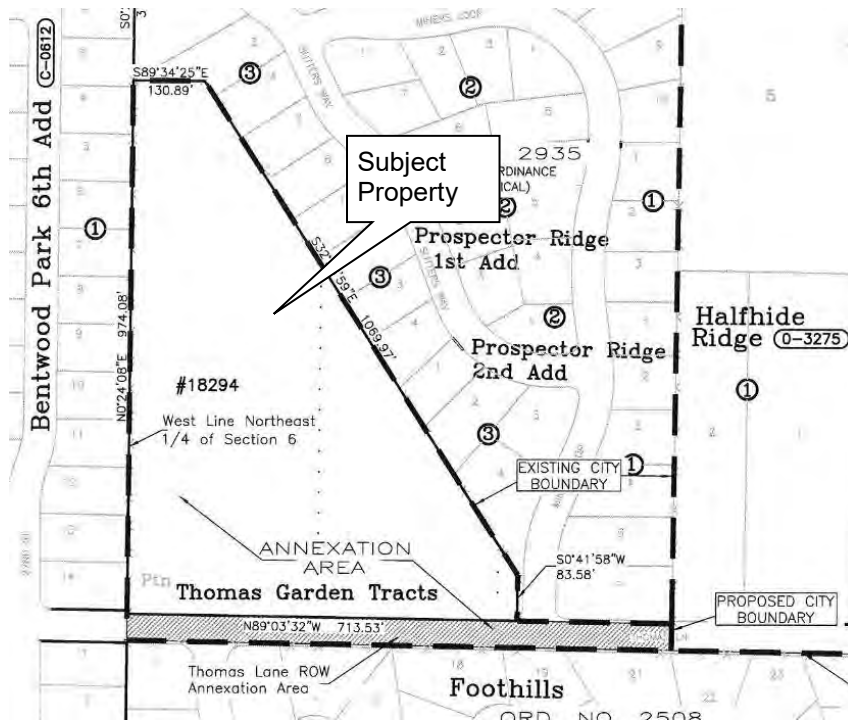
approved. The applicant has indicated that the subdivision will be built in one phase and construction will begin immediately after receiving approval from the City.

### ANNEXATION MAP:

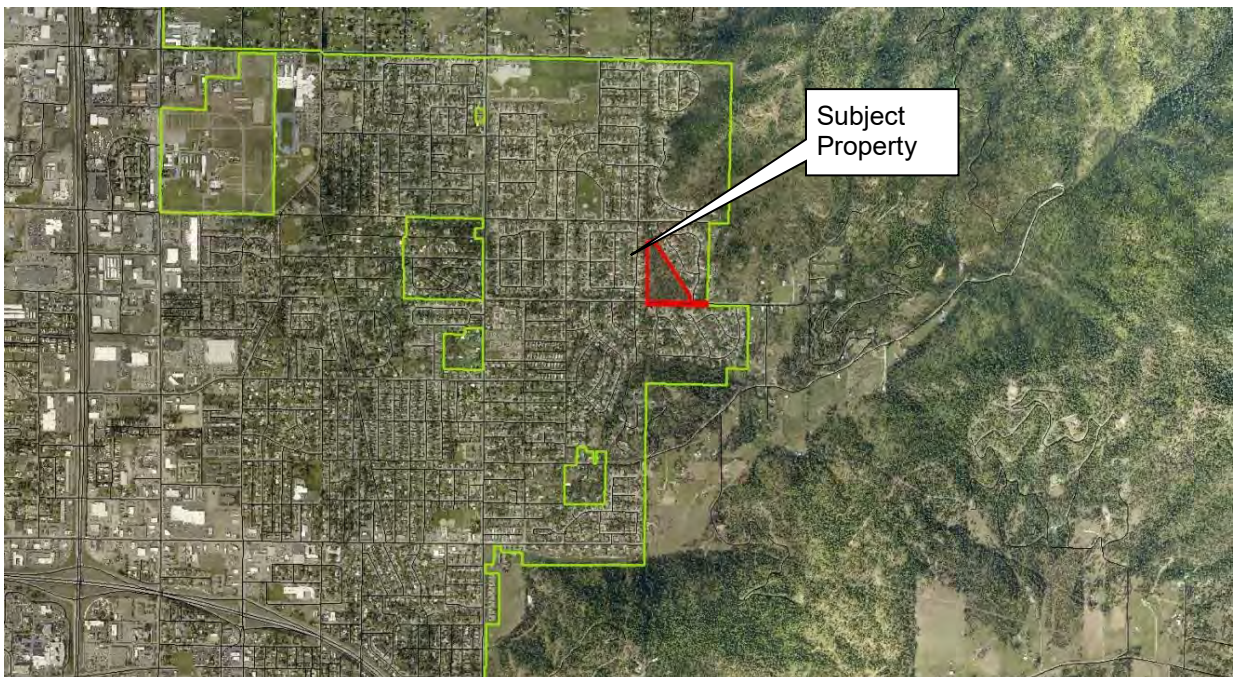




**ANNEXATION ZOOMED-IN MAP:**



**PROPERTY LOCATION MAP:**

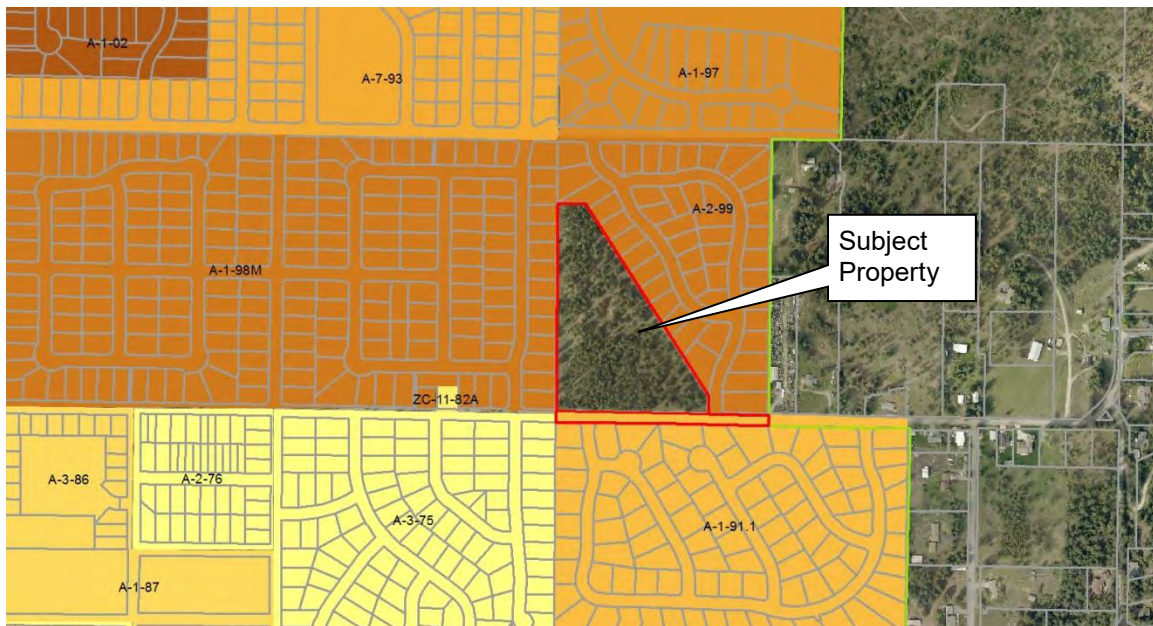




**AERIAL PHOTO:**



**ANNEXATION HISTORY MAP:**





## ZONING MAP:



Approval of the requested R-3 zoning in conjunction with annexation would allow the following potential uses of the property.

### 17.05.090: GENERALLY: Residential R-3

This district is intended as a residential area that permits single family detached housing at a density of 3 dwelling units 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.

### R-3 Zoning District:

Principal permitted uses in an R-3 district shall be as follows:

- single family housing
- home occupations as defined in Sec. 17.06.705
- essential services (underground)
- civic administrative offices
- neighborhood recreation
- public recreation

Permitted uses by special use permit in an R-3 district shall be as follows:

- community assembly
- community education
- community organization
- convenience sales
- essential service (above ground)
- noncommercial kennel
- religious assembly
- bed & breakfast facility



- per. 17.08.500
- commercial film production

**Accessory Uses:**

- carport, garage and storage structures (attached or detached)
- private recreation facility (enclosed or unenclosed)
- outside storage when incidental to the principal use.
- temporary construction yard.
- 5 .temporary real estate office.
- accessory dwelling unit

The requested R-3 zoning is shown on the map below. This zoning district is consistent with the existing zoning of all of the surrounding subdivisions in the vicinity of the subject property.

**PROPOSED ZONING MAP:**



**REQUIRED FINDINGS FOR ANNEXATION:**

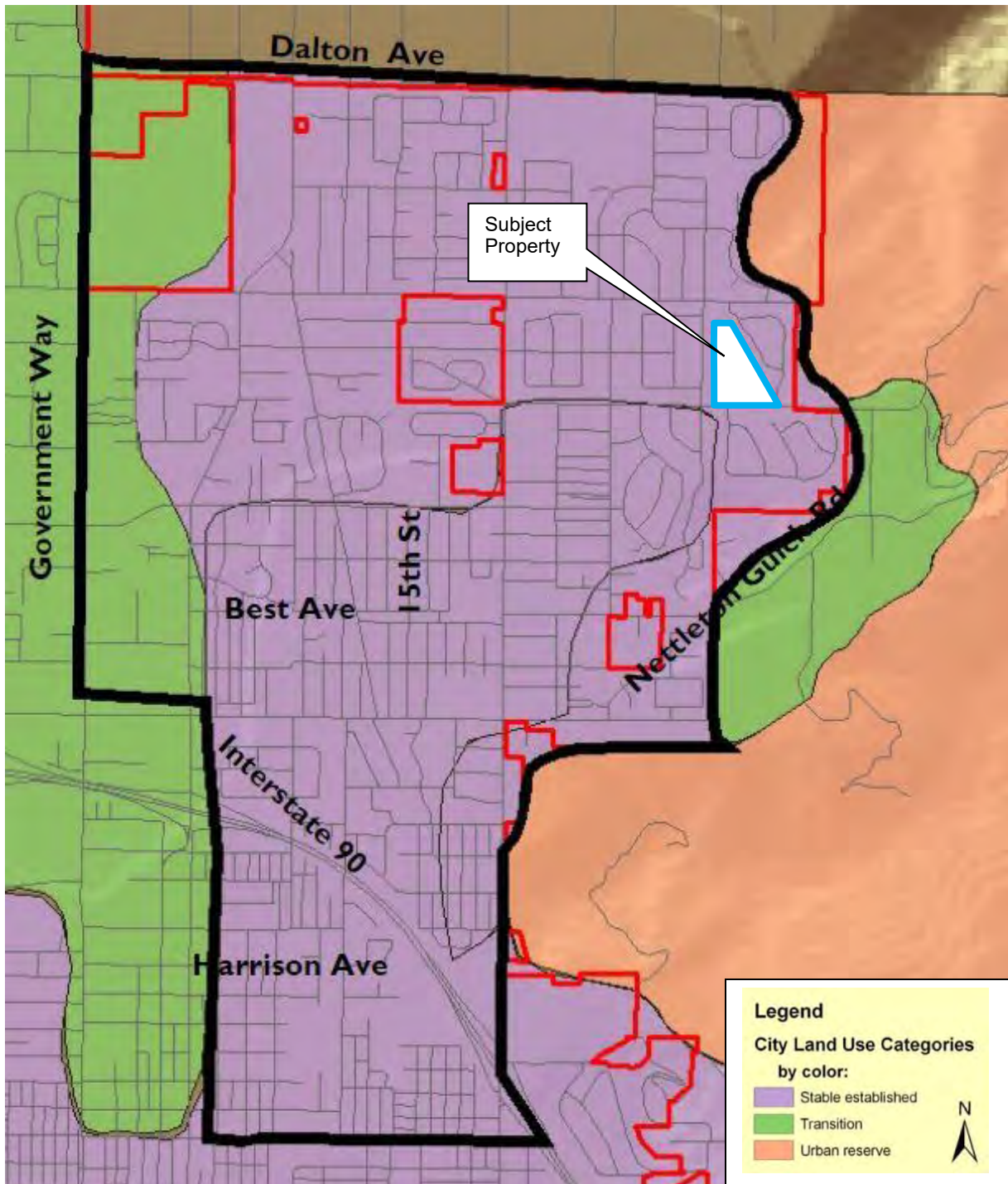
- A. **Finding #B8:** That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

**2007 COMPREHENSIVE PLAN LAND USE CATEGORY:**

- The subject property is not within the existing city limits.
- The City's Comprehensive Plan designates this property within the NE Prairie area.



**COMPREHENSIVE PLAN MAP: NE Prairie:**



***Stable Established:***

These areas are where the character of the 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.



**NE Prairie Today:**

This area is composed of a variety of zoning districts with a majority of residential density at three to eight units per acre. Lower density development becomes more prominent moving north. The NE Prairie provides a range of housing choices that includes a number of large recreation areas and small pocket parks.

Canfield Mountain and Best Hill act as the backdrop for this portion of the prairie. Much of the lower lying, less inhibitive areas have been developed. Pockets of development and an occasional undeveloped lot remain.

**NE Prairie Tomorrow:**

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protection the beauty and value of the hillside and wetlands.

**The characteristics of NE Prairie 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.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both the existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vista are encouraged
- Incentives will be provided to encourage clustering.

**2007 Comprehensive Plan Goals and 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 2.01****Business Image & Diversity:**

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

**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 3.10**

**Affordable & Workforce Housing:**

Support efforts to preserve and provide affordable and workforce housing.

**Objective 4.01**

**City Services:**

Make decisions based on the needs and desires of the citizenry.

**Evaluation:** *The City Council will need to 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.**

**STORMWATER:**

Stormwater will be addressed as the area proposed for annexation develops. It is anticipated that the residential development will typically utilize curb adjacent swales to manage the site runoff. All stormwater must be contained on-site. A stormwater management plan, conforming to all requirements of the City, shall be submitted and approved prior to the start of any construction.

**STREETS:**

The area proposed for annexation is bordered by one roadway, Thomas Lane. The frontage along Thomas Lane is undeveloped. Any necessary improvements would be addressed at the time the site is developed. All new streets shall be dedicated and constructed to City of Coeur d'Alene standards. Thomas Lane frontage of the proposed development shall be improved to City Standards. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction. All required street improvements shall be constructed prior to issuance of building permits. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way. The Engineering Department has no objection to this annexation request as proposed.

*-Submitted by Chris Bosley, City Engineer*

**WATER:**

The property for proposed annexation lies within the City of Coeur d'Alene water service area. There is sufficient capacity within the public water system to provide adequate domestic, irrigation and fire flow service to the subject parcel. Any proposed development of the parcel will require extension of the public water utilities at the owner/developer's expense. The Water Department has no objection to this Annexation request as proposed.

*-Submitted by Terry Pickel, Water Superintendent*



**SEWER:**

The nearest public sanitary sewer is located within the Thomas Land and Thomas Hill Drive intersection which borders the southerly boundary of this subdivision. The City's Wastewater Utility presently has the wastewater system capacity and willingness to serve this project as proposed.

*-Submitted by Mike Becker, Utility Project Manager*

**PARKS:**

The Parks Department has no requirements for this development. The Parks Department has no requirements and has no objection to the proposed annexation.

*-Submitted by Monte McCully, Trails Coordinator*

**FIRE:**

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance. The Coeur d'Alene Fire Department can address all concerns at site and building permit submittals.

The Fire Department works with the Engineering, Water, and Building Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents. The Fire Department has no objection to this Annexation request as proposed.

*-Submitted by Bobby Gonder, Fire Inspector*

**Evaluation:** *The City Council will need to 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 (do) (do not) make it suitable for the request at this time.**

**PHYSICAL CHARACTERISTICS:**

The site is relatively flat. There is an approximately five foot elevation drop on the subject property. (See topography map on page 13) There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request. Site photos are provided on the next few pages.

There is a 25-foot natural gas pipeline easement that follows along the east property line. The applicant is aware of this easement. If the annexation and subdivision requests are approved, the plat for the subdivision will include the gas pipeline easement so that future homeowners are will be aware of its location.



**SITE PHOTO - 1:** View from the southeast corner of property looking west



**SITE PHOTO - 2:** View from across the street and south of subject site looking northwest





**SITE PHOTO - 3:** View from the south part of property looking north



**SITE PHOTO - 4:** View from the southwest corner of property looking north

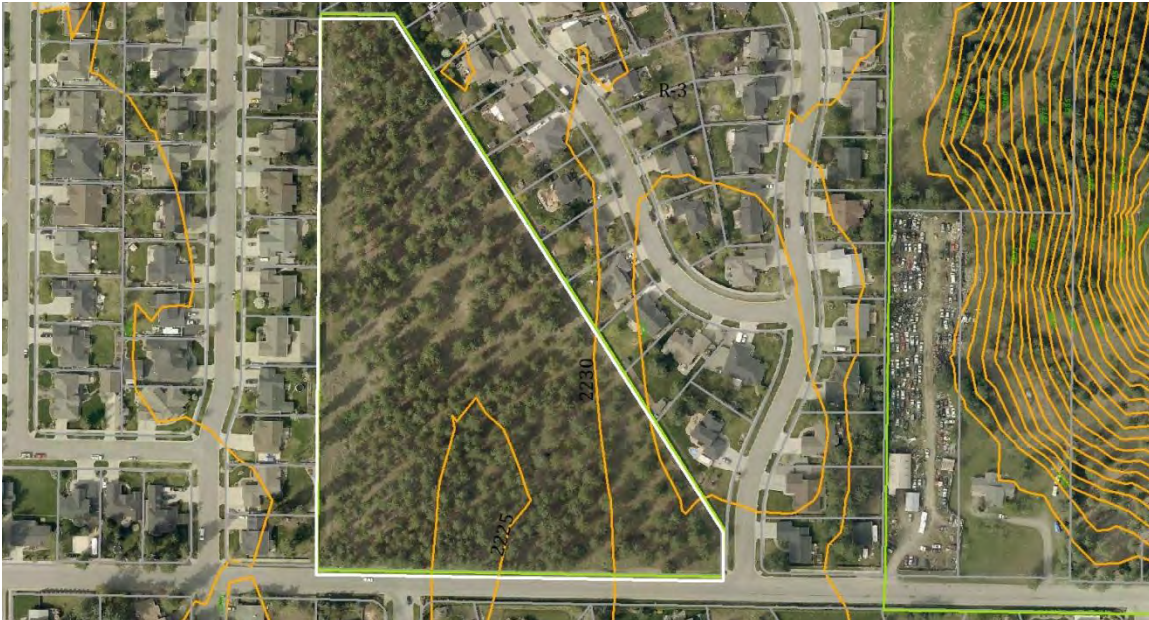




**SITE PHOTO - 5:** View from the southwest corner of property looking east



**TOPOGRAPHIC MAP:**





**Evaluation:** *The City Council will need to 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:**

ITE Trip Generation Manual estimates the project may generate an average of 286 trips per day at full build-out, with an average of 30 trips occurring during the Am/PM peak hour periods. The subject development, as proposed, will have two points of access onto Thomas Lane. Thomas Lane has the capacity to accommodate the additional traffic.

*-Submitted by Chris Bosley, City Engineer*

The surrounding properties to the north, east, south, and west are residential neighborhoods with single family residences located within those neighborhoods.

**GENERALIZED LAND USE PATTERN:**



**Evaluation:** *The City Council will need to 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.*



## **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

## **RECOMMENDATIONS FOR ITEMS TO INCLUDE ANNEXATION AGREEMENT:**

### **Wastewater Utility:**

1. Extension of public sanitary sewer infrastructure and installation of sewer laterals to each newly created lot will be required prior to final plat approval.

### **Water Department:**

2. All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

### **Engineering Department:**

3. Thomas Lane frontage of the proposed development shall be improved to City Standards

## **ACTION ALTERNATIVES:**

The City Council will need to consider this request and make separate findings to approve, deny, or deny without prejudice.



1.     Applicant:     Aspen Homes, LLC  
       Location:    N. of Thomas Lane  
       Request:  
  
          A.        A proposed annexation from County Agricultural Suburban to City R-3 (Residential at 3 units/acre) zoning district.  
                    LEGISLATIVE (A-1-17)  
  
          B.        A proposed 30-lot preliminary plat "Alpine Point"  
                    QUASI-JUDICIAL (S-1-17)  
  
          C.        A proposed Planned Unit Development "Alpine Point PUD"  
                    QUASI-JUDICIAL (PUD-1-17)

Staff comments:

Mike Behary, Planner, presented the staff report and explained that the applicant is requesting approval of an annexation of 10.01 acres in conjunction with zoning approval from county Agricultural Suburban (Ag-Suburban) to City R-3 (Residential at 3 units/acre) zoning district.

- The applicant purchased the parcel from the Coeur d'Alene School District.
- There is a 25-foot natural gas pipeline easement that follows along the east property line. The applicant is aware of this easement and has designed the subdivision so future homeowners are aware of the location of the pipeline.
- He presented a PowerPoint showing the annexation map and noted the other annexations that were done in previous years.
- He went through the required findings and noted per the Comprehensive Plan, this area is considered Stable Established.
- He stated that staff has reviewed the proposed project with their comments listed in the staff report.
- He commented that the property is flat and showed a topo map showing the property with site photos showing two access points located on Thomas Lane.
- He stated that if approved, there are 5 recommendations to be included in the Annexation Agreement.

Sean Holm, Planner, presented the staff reports for the Planned Unit Development (PUD) and subdivision and explained these items are filed in conjunction with the annexation.

- He stated that the applicant is requesting approval of a Planned Unit Development and a 30-lot (+2 open space tracts) subdivision.
- The Engineering Department suggested that the applicant consider realigning the intersection of E. Thomas Hill Ct. and N. Canfield Drive.
- The applicant has requested the following deviations: A reduction of the minimum 75' R-3 frontage requirement, a reduction of the 11,500 sq. ft. minimum R-3 lot sizes, block lengths greater than 600', and exclusion of midblock walkways.
- The property is treed and flat.
- He showed renderings of what the homes the applicant intends to build and noted that they intend to match the color and character of each home to the surrounding homes.
- He stated there are 12 conditions if approved for the subdivision and PUD.

General Discussion Items included:

- Commissioner Ingalls commented from looking at the Comprehensive Plan map a lot of "donut holes" representing areas that have not yet been annexed into the city. He would encourage



- those areas on the map to be part of the city.
- He questioned if there is a major change to the realignment of Thomas Lane if that request be required to comeback to the commission for approval. Mr. Holm responded that request wouldn't come back since it's a condition if this project is approved. He explained that the only time a request would need to come back for approval is if it is a major departure from the original plan that was approved by the Planning Commission.

Public testimony opened.

Rand Wichman, applicant representative, provided the following statements:

- He thanked staff for their help with this request.
- Staff indicated after meeting with them this annexation makes sense and felt that the R-3 zoning is the appropriate zone for this area.
- The applicant accepts the conditions listed in the staff report.
- He showed a slide of the property with a copy of the preliminary plat and PUD plan. He described the type of vegetation on the property and stated that the applicant intends to save as many trees as possible.
- He stated part of the requirements for obtaining a PUD was to provide the requirements for open space and explained this is an odd shaped lot. He indicated on the site plan where the open space would be located.
- He presented a rendering of the type of monument sign they are proposing for the entry of the project.
- A heavy timbered fence will be provided around the property.
- The proposed subdivision will be adequately served by the existing streets, public facilities, services and utilities.
- He concluded his presentation and asked if the commission had any questions.

Commissioner Fleming commented in the narrative it stated that the parcel is heavily treed and questioned if the site will be cleared.

Mr. Wichman commented that their intent is not to clear all the trees off the property, but evaluate the existing trees to see which trees stay and which ones need to go.

Bill Hager commented that they are opposed to this request due to reduced lot sizes, the location of the pipeline, and increased traffic.

Pat Hager stated that by reducing the lot sizes, his privacy will be violated.

Dan Studer stated that the public hearing notice that was posted on the property didn't give a lot of information about this project and after obtaining a copy of the staff report, has concerns about the deviations, and feels that this is not a PUD, but a variance. He is opposed to the request.

Meredith Bryant commented that she lives in Bentwood Park and is neutral. She commented that she was happy about a new development coming to this area, but after hearing previous testimony, feels that the applicant is only thinking about how much money he can make by reducing the lot sizes.

Rodney Waller commented that he feels that the R-3 zone is appropriate, but doesn't like the reduced lot sizes and feels that the street layout the applicant is proposing will not add a positive traffic flow through the area.

Alice Westray stated that because of the reduced lot sizes, it will not be a true R-3 subdivision and agrees that the applicant is only thinking how much money he can make.

Mike Meythaler stated that he has a shop in the back of his property and is concerned how he will be able to get to the back of this shop to make repairs because of the size of the homes and reduced lots.



Ian Cochrane commented that he has concerns about traffic flows. He explained that a lot of people in his neighborhood work from home and inquired if this project is approved, if the applicant would be willing to upgrade the internet cable.

Eric Competh stated that he is neutral to the request but suggested a light be installed at the corner of 15<sup>th</sup> and Thomas Lane.

Lisa Pounds stated that she is concerned about the reduced lot size and increased traffic.

Maria Thorpe commented that they moved here a year ago and fell in love with the area. He is devastated that if this project is approved, it will take away from the character of the neighborhood.

Buff Kobs stated that he concurs with previous testimony that the lot sizes are too small.

Jacque Haler commented that she is concerned with the added traffic on 22<sup>nd</sup> Street and that the water pressure in this area is not sufficient.

David Meyer stated that he bought his house a year ago, and loves the area especially the trees. He feels if this is approved, the trees will be gone. He stated that he has concerns with traffic and potential construction noise.

Rebuttal by Rand Wichman:

- Mr. Wichman thanked the neighborhood for expressing their concerns.
- He explained that the subdivision was designed for economic reasons and is why the applicant has proposed 30 lots.
- The applicant cares about making nice developments and the reduction to the lot sizes was to meet the PUD requirements for open space.
- He stated that outbuildings will not be allowed on the lots.
- The easement to the back is 25 feet with the pipeline located on the other side of the property line. The applicant has had discussions with the representatives of Yellowstone Pipeline and was told by them that they can't have permanent structures in that area, but fences would be allowed. He commented that the pipeline is outside our building envelope.
- He commented that the applicant feels that this is a great plan and it is their wishes to make this a quality neighborhood.
- Mr. Wichman concluded his report and asked if the commission had any questions.

Public Testimony closed.

General discussion:

Commissioner Ingalls expressed that the annexation is appropriate, but is struggling with the PUD and Subdivision. He commented that he has seen these types of homes done by the applicant and feels they do good work, but has concerns with the reduced lot sizes. He feels that in the past, other projects approved by the Planning Commission such as Garden Grove and Vista Meadows, that the applicant after hearing neighbors' concerns incorporated their recommendations to the final plan. He feels that with this project, the PUD and subdivision will only benefit the developer. He understands that the applicant has had design issues since this is an irregular shaped lot and the location of the pipeline. He suggested that the applicant omit the PUD and subdivision, and make the lots bigger, which after doing the calculations would eliminate four lots.

Mr. Wichman explained that before this plan was submitted to the city, they looked at different options and feel that what is presented tonight is the best plan. He explained that because the requirement for open



space and that the lot was an irregular shape needing realignment of E. Thomas Hill Court and N. Canfield Drive created a challenge to come up with the best street layout. He commented that with the elimination of four lots to provide bigger lots would eliminate any openspace and feels that this is not what the applicant wants.

Commissioner Luttropp stated that he supports the annexation

Commissioner Ward inquired if the open space will be open to just the people living in the development or will it be public.

Mr. Wichman stated that it will be private open space.

Commissioner Messina questioned where snow will go when removed from the streets. He feels that even though the applicant intends to retain trees, some will be eliminated during construction and that the applicant has the right to develop his property. He stated his concerns are the reduced lot sizes and inquired if it would be a "big deal" to eliminate four or five lots to make the lot sizes bigger.

Commissioner Fleming feels that the developer knows the market and what is currently selling. She commented that in the past, she has seen approval of smaller houses with the baby boomers who have requested smaller homes with reduced lot sizes, so they don't have a lot to take care of.

Commissioner Ingalls commented that from hearing comments from the commissioners, he doesn't know which way they will vote, and inquired if the PUD and Subdivision was denied and the annexation is approved, would the applicant still want the annexation to go forward.

Mr. Wichman stated that he feels the applicant would want the annexation to move forward to council, so if the subdivision and PUD are denied, give them a chance to resubmit without detaining the annexation.

**Motion by Ingalls, seconded by Rumpler, to approve Item A-1-17. Motion approved.**

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttropp	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye



**COEUR D'ALENE PLANNING COMMISSION**  
**FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the Planning Commission on January 10, 2017, and there being present a person requesting approval of ITEM A-1-17, A request for zoning in conjunction with annexation from County Agricultural Suburban (Ag-Suburban) to City R-3 (Residential at 3 units/acre) zoning district.

APPLICANT: ASPEN HOMES AND DEVELOPMENT, LLC

LOCATION: PROPERTY LOCATED IMMEDIATELY NORTH OF THE INTERSECTION OF THOMAS LANE AND THOMAS HILL DRIVE.

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

- B1. That the existing land uses are residential.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Agricultural Suburban.
- B4. That the notice of public hearing was published on December 24, 2016, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on January 10, 2017.
- B8. That this proposal in conformance with the Comprehensive Plan policies as follows:

**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 2.01 Business Image & Diversity:** Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

**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 3.10 Affordable & Workforce Housing:** Support efforts to preserve and provide affordable and workforce housing.

**Objective 4.01 City Services:** Make decisions based on the needs and desires of the citizenry.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the information in the staff report.
- B10. That the physical characteristics of the site make it suitable for the request at this time because the site is flat, there are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the property is surrounded by a non-R-3 PUD neighborhood, public testimony, and the information given in the staff report.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of ASPEN HOMES AND DEVELOPMENT, LLC for zoning in conjunction with annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

**Wastewater Utility:**

1. Extension of public sanitary sewer infrastructure and installation of sewer laterals to each newly created lot will be required prior to final plat approval.

**Water Department:**

2. All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

**Engineering Department:**

3. Thomas Lane frontage of the proposed development shall be improved to City Standards

Motion by Ingalls, seconded by Rumpler, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Fleming	Voted Aye
Commissioner Ingalls	Voted Aye
Commissioner Luttrupp	Voted Aye
Commissioner Messina	Voted Aye
Commissioner Rumpler	Voted Aye
Commissioner Ward	Voted Aye



Motion to approve carried by a 6 to 0 vote.

  
CHAIRMAN BRAD JORDAN



## **Alpine Point** Subdivision Narrative

In July 2016, Aspen Homes and Development, LLC, (Aspen Homes), purchased a 10 acre parcel of land, (parcel number 0-8200-00A-007-A), from School District # 271 of Kootenai County. The property is located North of Thomas Lane and is bordered by residences off of 22<sup>nd</sup> Street on the West and residences off of Miners Loop and Sutters Way on the East. Aspen Homes is proposing to subdivide this property in conjunction with a Planned Unit Development. Aspen Homes is concurrently submitting applications for, and seeking approval of, the annexation of the property into the City of Coeur d'Alene, approval for the development plan for the PUD, and approval of the proposed subdivision.

### PUD Description

The Park Place PUD is a proposed single family residential development with dedicated open spaces to encourage community gathering and recreation. The property is currently an island of undeveloped land with mature pine and fir trees surrounded by established communities. The parcel is flat and will require limited to no alterations to support the subdivision other than the installation of required utilities and streets that can easily be tied into the existing infrastructure.

The development is proposed on 10 acres of land and will consist of 30 single family residential lots, a residential density of 3 units per acre that is consistent with the R3 zoning of the adjoining developments. The development will dedicate 1 acre, (10% of the gross area), to common open space. The Development will include a 20 foot landscaped buffer zone along Thomas Lane consistent with the developments to the West and East, and Coeur d'Alene City Code. The development will preserve, to the extent possible, the existing timber growth on the parcel. Additional landscaping will be installed throughout the development that meet the requirements of the City's landscaping ordinance. A Homeowners Association, (HOA), will be established and recorded to maintain open space parcels and buffer landscaping. All roads, curbs and sidewalks associated with the proposed development will be built per the city subdivision design standards, except as noted in the requested exceptions, and publicly maintained. The development will be able to tie into and utilize the existing utilities and infrastructure that services the area, no new services required.

Pacific Northwest Pipeline Corporation maintains a 60 foot easement that encroaches on the proposed development. The easement is for the purpose of inspecting, maintaining and operating an existing 6" natural gas pipeline. In discussion with North West Pipeline, it was described that the approximately 25' of the right of way was west of the property line and 35' to the east. The actual pipeline location is to the east of the property line, out of the proposed development. The easement calls for no permanent structures and ideally North West Pipeline prefers the easement be left as a green belt in the event that they needed to mobilize equipment to expose the pipeline. North West Pipeline does not have any planned maintenance or work scheduled for the pipeline in this area at this time.

The proposed development will be built as a single phase with construction beginning immediately after receiving approval from the City of Coeur d'Alene.



## Annexation

Aspen Homes is requesting that this parcel be annexed into the City of Coeur d'Alene. By annexing this property into the City of Coeur d'Alene, it would be possible to take advantage of the existing utilities and infrastructure to support the proposed single family housing development. The proposed subdivision supports the Coeur d'Alene 2007 comprehensive plan as noted;

- The proposed subdivision is located in the NE Prairie Land Use area and is consistent with the proposed use for the area
  - Overall density is three residential units per acre
  - Natural vegetation and trees will be preserved to the extent possible and additional landscaping will be installed to complement the existing mature growth
  - Sidewalks will be installed that connect to existing paths in the area
  - The lots will be clustered to achieve a common theme and will include common open space areas
- The proposed subdivision supports the special areas identified in the 2007 comprehensive plan
  - Urban Forest
    - Preserve existing tree cover
    - Plant new vegetation and trees in line with CDA's landscaping ordinance
  - Neighborhoods
    - The proposed subdivision is an emerging neighborhood surrounded by established developments
    - The design of the proposed subdivision will provide neighborhood identity
    - Will ensure high quality design standards
    - Will include common open space
    - Will include native species street and site trees
    - Will connect to existing neighborhood services
- The proposed subdivision supports many of the 2007 comprehensive plan goals and objectives
  - Utilize existing utilities and infrastructure, 1.01, 1.02, 1.14, 1.16
  - Preserve existing trees and install new landscape, 1.06, 1.07, 1.08
  - Utilize high quality design standards that Aspen Homes is known for in developing desirable but affordable housing, 1.11, 1.12, 3.08, 3.10



- Incorporate dedicated open space to promote community gathering and recreation and incorporate pedestrian sidewalks that connect with the existing neighborhood systems , 1.13, 3.07, 3.14

### Requested Deviations

As stated in the PUD regulation;

*The purpose of the planned unit development regulations are to permit the development of tracts of land to allow comprehensive planning and to provide flexibility in the application of certain regulations in a manner consistent with the general purpose of the zoning ordinance.*

To facilitate the layout on the triangular parcel and to facilitate the dedication of 10% open space, the following are exceptions being requested to the underlying R3 zoning designation;

- Minimum lot area of 11,500 feet
  - The proposed subdivision will not meet the minimum lot area of 11,500 feet. The smallest proposed lot size is 8,448 square feet, the largest lot size is 10,986 square feet with the average lot size of 9,137 square feet
- Street frontage of 75 feet
  - The proposed subdivision has lots with street frontages ranging from 65 feet on the cul-de-sac to 80 feet on the larger lots
- Exceeding the maximum block length
  - Due to the unique triangular shape of the property, the proposed layout incorporates the use of a cul-de-sac with two primary access roads converging onto the cul-de-sac. Both road lengths exceed the maximum cul-de-sac length of 400 feet and the maximum block length of 600 feet.
- Deleting the requirement for a midblock walkway per subdivision standard 16.15.150
  - Due to the existing design and layout of the surrounding properties and developments it is not possible to include a midblock walkway as described in the referenced subdivision standard.

### In Conclusion

We believe that the proposed Park Place subdivision meets the requirements as set forth in 17.07.230, Planned Unit Development Review Criteria

- The proposed subdivision is in conformance with the 2007 comprehensive plan
- The design and planning of the proposed subdivision is compatible with the location and adjacent properties
- The proposed subdivision is compatible with the natural features of the site and adjoining properties



- The proposed subdivision will be adequately served by the existing streets, public facilities, services and utilities
- The proposed subdivisions provides 10% private common open space area

We look forward in working with the City of Coeur d'Alene in developing, finalizing and constructing this subdivision. We will strive to make this a quality neighborhood that will attract retain families in support of the growth of the City of Coeur d'Alene.



## *City Council Meeting*



*February 21, 2017*

A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**APPLICANT:**

Aspen Homes and Development LLC  
1831 N Lakewood Drive  
Suite A  
Coeur d'Alene, ID 83814

**REQUEST:**

Annexation of +/- 10 acres in conjunction with zoning approval from County Agriculture Suburban to R-3 (Residential at 3 units/acre) zoning district.



A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**LOCATION:**

Located immediately north of the intersection of Thomas Lane and Thomas Hill Drive

**LEGAL NOTICE:**

Published in the CDA Press on February 1, 2017.

A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

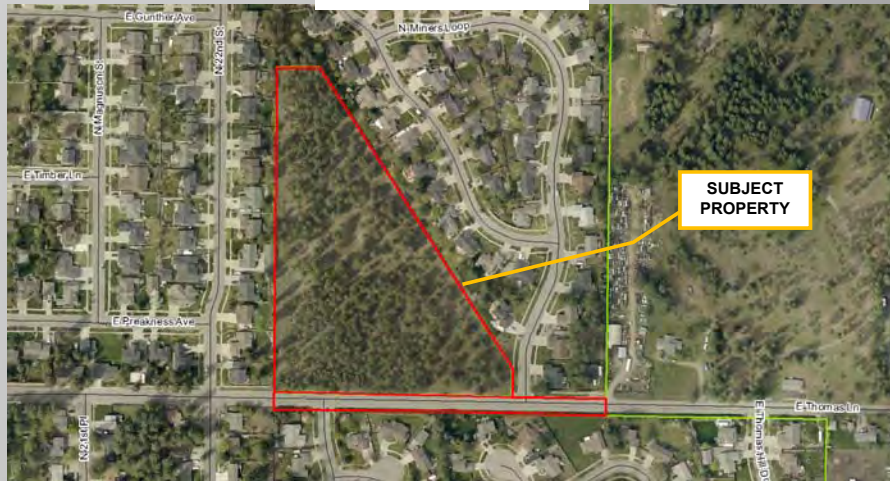
**Location Map**



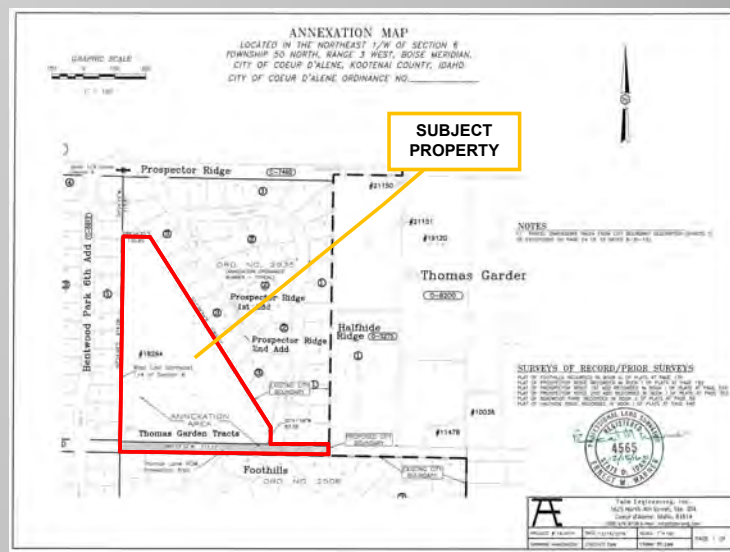


## A-1-17 Annexation north of Thomas Lane +/- 10 acres

### Aerial Photo

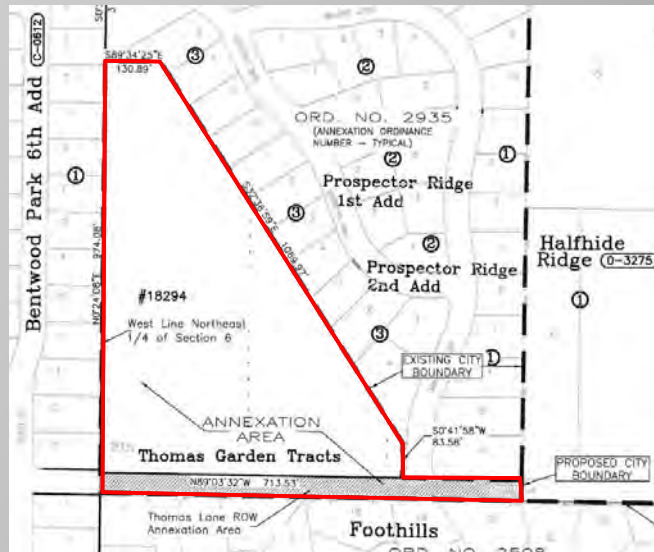


## A-1-17 Annexation north of Thomas Lane +/- 10 acres



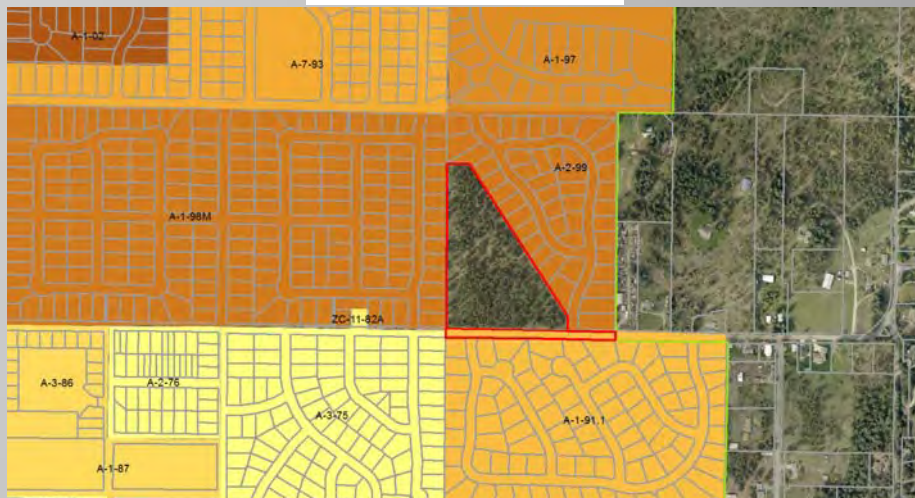


## A-1-17 Annexation north of Thomas Lane +/- 10 acres



## A-1-17 Annexation north of Thomas Lane +/- 10 acres

### Annexation History Map





A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

Existing Zoning



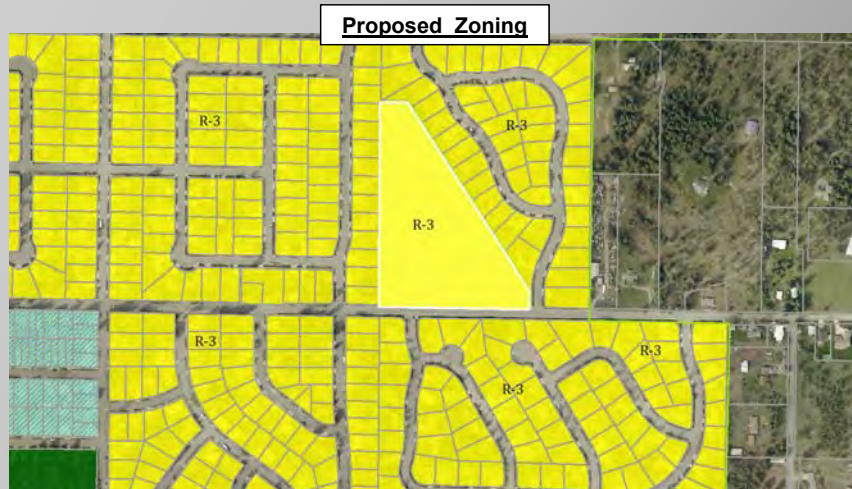
A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**County Zoning Map**





A-1-17 Annexation north of Thomas Lane  
+/- 10 acres



A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**Finding #B8:**

*That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.*

**Finding #B9:**

*That public facilities and utilities (are) (are not) available and adequate for the proposed use.*

**Finding #B10:**

*That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.*

**Finding #B11:**

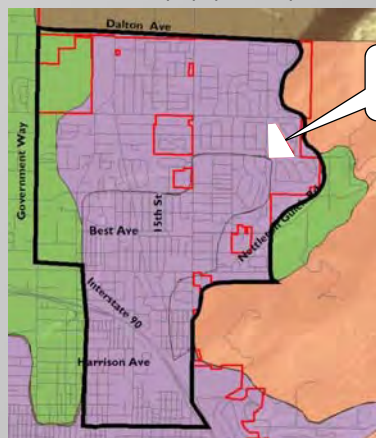
*That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.*



## A-1-17 Annexation north of Thomas Lane +/- 10 acres

### Finding #B8:

That this proposal (is) (is not) in conformance with the Comprehensive Plan.



### 2007 Comprehensive Plan: **NE Prairie Area**

#### **Legend**

#### **City Land Use Categories**

#### **by color:**

Stable established

Transition

Urban reserve



## A-1-17 Annexation north of Thomas Lane +/- 10 acres

### **COMPREHENSIVE PLAN OBJECTIVES:**

#### **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 3.05 Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.



A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**Finding #B9:**

***That public facilities and utilities (are) (are not) available and adequate for the proposed use.***

- City staff from Engineering, Streets, Water, Fire, Parks, and Wastewater departments have reviewed the application request in regards to public utilities and public facilities.
- Each department has indicated that there are public facilities and public utilities available and adequate for the proposed annexation with zoning to R-3.
- No objection to this Annexation request as proposed

A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**Finding #B10:**

***That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.***

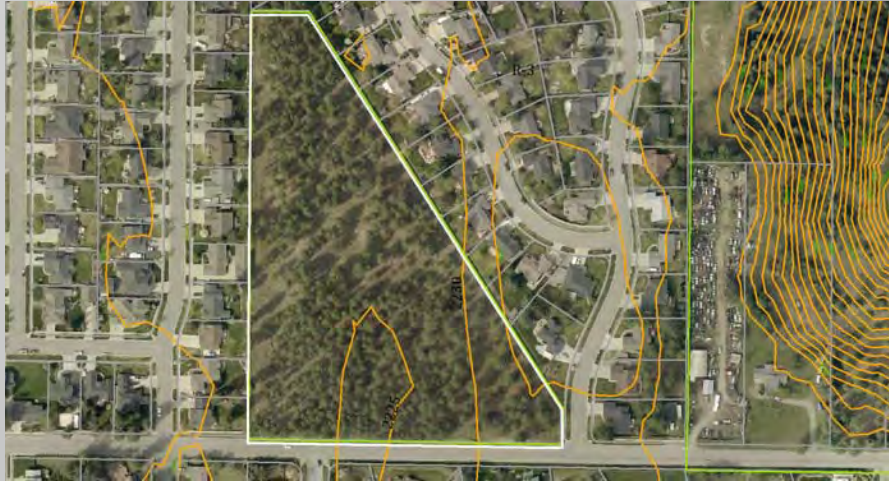
- The site is relatively flat. There is approximately a five foot elevation drop on the subject property.
- There are no topographical or other physical constraints that would make the subject property unsuitable for the annexation request.

*Topographic map and site photos are provided on the next few slides*



A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**Topographic Map**



A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**Site Photo - 1**





A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

Site Photo - 2



A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

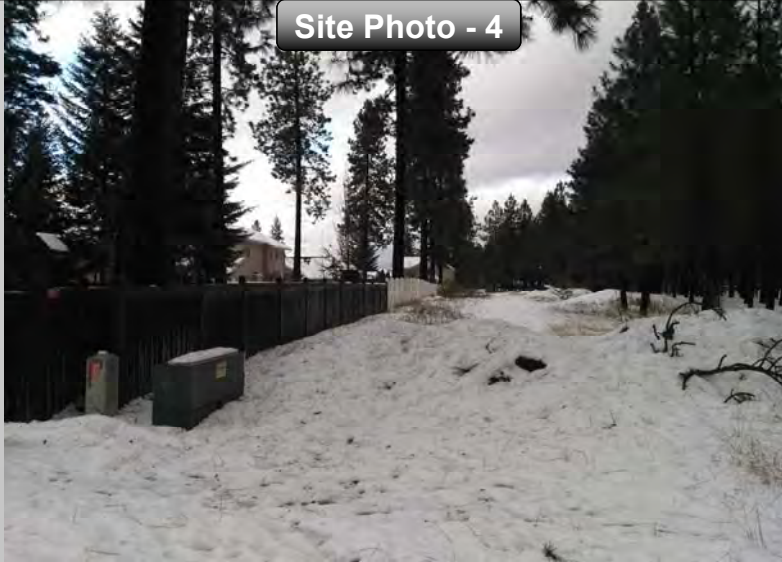
Site Photo - 3





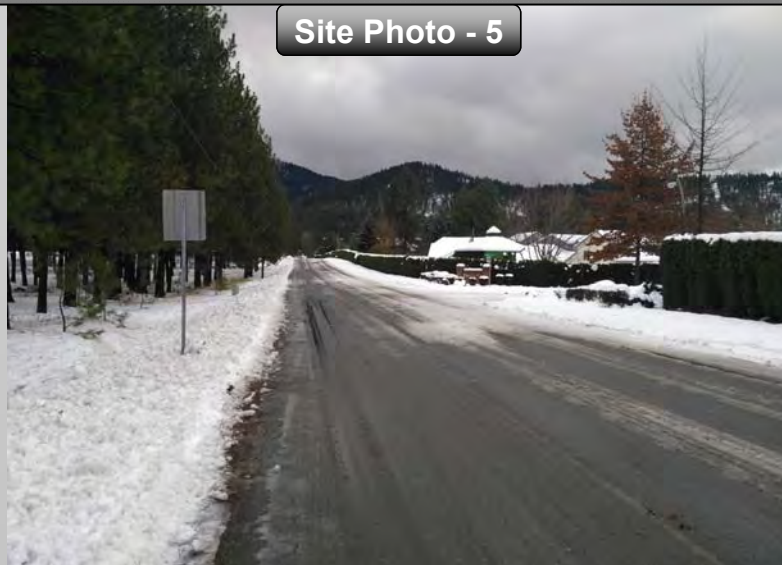
A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

Site Photo - 4



A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

Site Photo - 5





A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**Finding #B11:**

***That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.***

- ITE Trip Generation Manual estimates the project may generate an average of 286 trips per day at full build-out, with an average of 30 trips occurring during the Am/PM peak hour periods. The subject development, as proposed, will have two points of access onto Thomas Lane. Thomas Lane has the capacity to accommodate the additional traffic.

*-Submitted by Chris Bosley, City Engineer*

A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**Proposed R-3 Zoning District:**

The R-3 district is intended as a residential area that permits single family detached housing at 3 dwelling units per 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.



## A-1-17 Annexation north of Thomas Lane +/- 10 acres

### Land Use Map



## A-1-17 Annexation north of Thomas Lane +/- 10 acres

### Recommended Items to include in the Annexation Agreement:

#### Wastewater Utility:

1. Extension of public sanitary sewer infrastructure and installation of sewer laterals to each newly created lot will be required prior to final plat approval.

#### Water Department:

2. All water rights associated with the parcel to be annexed shall be transferred to the City at the owner's expense.

#### Engineering Department:

3. Thomas Lane frontage of the proposed development shall be improved to City Standards



A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

**DECISION POINT:** Annexation

The annexation of +/- 10 acres in conjunction with zoning approval from County Ag-Suburban to R-3 (Residential at 3 units/acre) zoning district.

A-1-17 Annexation north of Thomas Lane  
+/- 10 acres

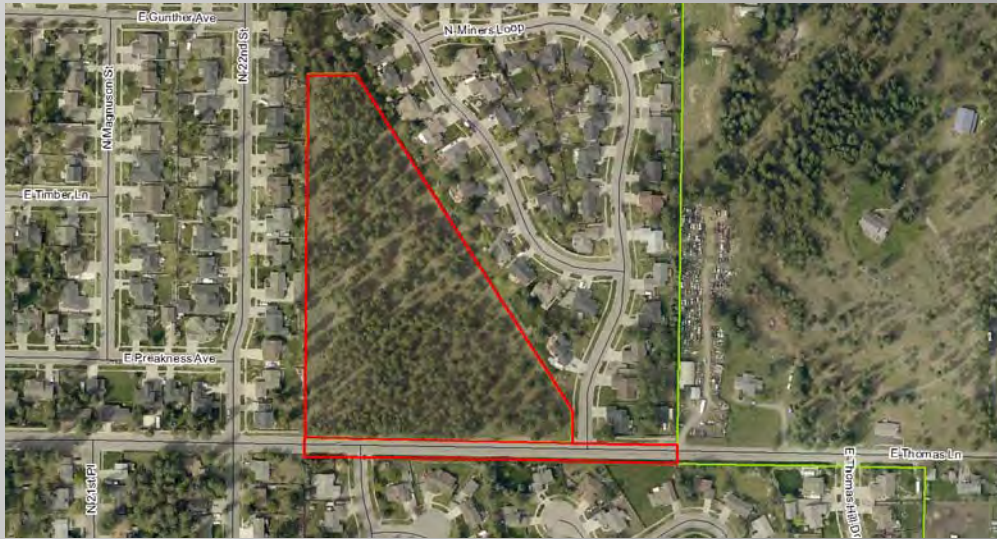
**ACTION ALTERNATIVES:**

City Council will need to consider this request and make appropriate findings to:

- ☐ Approve
- ☐ Deny
- ☐ Deny without prejudice.



A-1-17 Annexation north of Thomas Lane  
+/- 10 acres





INFORMATION SECTION  
Including  
Correspondence  
Board, Commission, Committee Minutes



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FOUR MONTHS ENDED  
January 31, 2017

**RECEIVED**

FEB 10 2017

**CITY CLERK**

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2017	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$70,937	31%
	Services/Supplies	11,400	3,286	29%
Administration	Personnel Services	328,000	105,713	32%
	Services/Supplies	51,120	23,748	46%
Finance	Personnel Services	683,506	222,414	33%
	Services/Supplies	481,780	224,378	47%
Municipal Services	Personnel Services	1,153,286	388,651	34%
	Services/Supplies	507,013	179,186	35%
	Capital Outlay			
Human Resources	Personnel Services	233,632	70,682	30%
	Services/Supplies	93,025	22,009	24%
Legal	Personnel Services	1,114,688	369,357	33%
	Services/Supplies	92,653	18,609	20%
Planning	Personnel Services	545,298	172,493	32%
	Services/Supplies	39,350	10,788	27%
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	103,865	28%
	Services/Supplies	155,606	39,727	26%
	Capital Outlay			
Police	Personnel Services	11,962,404	3,884,965	32%
	Services/Supplies	1,092,115	376,149	34%
	Capital Outlay	5,950	8,162	137%
Fire	Personnel Services	8,811,284	3,048,150	35%
	Services/Supplies	546,653	97,494	18%
	Capital Outlay	320,000	1,850,824	578%
General Government	Services/Supplies	94,725	92,937	98%
	Capital Outlay		19,973	
Byrne Grant (Federal)	Services/Supplies			
	Capital Outlay			
COPS Grant	Personnel Services	190,189	46,737	25%
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	30,710	5,760	19%
	Capital Outlay			
Streets	Personnel Services	2,321,133	803,735	35%
	Services/Supplies	645,980	238,114	37%
	Capital Outlay	57,000	18,446	32%



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FOUR MONTHS ENDED  
January 31, 2017

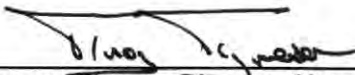
FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2017	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	150,102	35%
	Services/Supplies	857,860	46,930	5%
	Capital Outlay			
Parks	Personnel Services	1,423,537	395,222	28%
	Services/Supplies	536,450	101,289	19%
	Capital Outlay	44,000	36,873	84%
Recreation	Personnel Services	550,809	138,778	25%
	Services/Supplies	157,430	36,414	23%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	290,292	34%
	Services/Supplies	41,206	7,713	19%
	Capital Outlay			
Total General Fund		<u>37,082,265</u>	<u>13,720,902</u>	<u>37%</u>
Library	Personnel Services	1,208,298	393,148	33%
	Services/Supplies	199,850	73,731	37%
	Capital Outlay	160,000	37,539	23%
CDBG	Services/Supplies	606,873	34,991	6%
Cemetery	Personnel Services	186,235	59,766	32%
	Services/Supplies	100,500	28,327	28%
	Capital Outlay	30,000	12,780	43%
Impact Fees	Services/Supplies	760,039		
Annexation Fees	Services/Supplies	193,000	193,000	
Parks Capital Improvements	Capital Outlay	146,500	16,231	11%
Cemetery Perpetual Care	Services/Supplies	157,500	31,668	20%
Jewett House	Services/Supplies	25,855	2,935	11%
Reforestation	Services/Supplies	2,000	165	8%
Street Trees	Services/Supplies	100,000	21,681	22%
Community Canopy	Services/Supplies	1,500	530	35%
Public Art Fund	Services/Supplies	231,300	12,070	5%
		<u>4,109,450</u>	<u>918,562</u>	<u>22%</u>
Debt Service Fund		<u>937,407</u>	<u>56,915</u>	<u>6%</u>



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FOUR MONTHS ENDED  
January 31, 2017

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2017	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000	38,250	6%
Seltice Way Sidewalks	Capital Outlay	325,000		
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to Prairie	Capital Outlay	4,334,000	15,310	0%
Levee Certification	Capital Outlay	30,000	10,438	35%
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Mullan Road Realignment	Capital Outlay			
Kathleen Avenue Widening	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000	7,173	2%
		<u>6,204,039</u>	<u>71,171</u>	<u>1%</u>
Street Lights	Services/Supplies	622,000	100,884	16%
Water	Personnel Services	1,951,906	644,951	33%
	Services/Supplies	4,376,100	736,030	17%
	Capital Outlay	3,225,000	90,750	3%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	885,447	34%
	Services/Supplies	7,205,619	1,108,672	15%
	Capital Outlay	12,496,100	341,797	3%
	Debt Service	2,178,063	264,111	12%
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	959,251	29%
Public Parking	Services/Supplies	253,546	104,326	41%
	Capital Outlay	121,000		
Drainage	Personnel Services	110,381	39,946	36%
	Services/Supplies	637,130	120,262	19%
	Capital Outlay	400,000	21,207	5%
Total Enterprise Funds		<u>43,995,415</u>	<u>5,417,634</u>	<u>12%</u>
Kootenai County Solid Waste		2,500,000	627,737	25%
Police Retirement		173,200	57,254	33%
Business Improvement District		210,000	55,000	26%
Homeless Trust Fund		5,200	1,531	29%
Total Fiduciary Funds		<u>2,888,400</u>	<u>741,522</u>	<u>26%</u>
TOTALS:		<u>\$95,216,976</u>	<u>\$20,926,706</u>	<u>22%</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho



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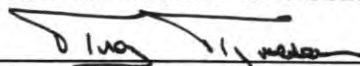
FEB 10 2017

CITY CLERK

**City of Coeur d'Alene  
Cash and Investments  
1/31/2017**

<b>Description</b>	<b>City's Balance</b>
<b>U.S. Bank</b>	
Checking Account	10,353,016
Checking Account	30,295
Municipal Investment Account	6,536
Investment Account - Police Retirement	1,337,047
Investment Account - Cemetery Perpetual Care Fund	1,657,730
<b>Wells Fargo Bank</b>	
Federal Home Loan Bank	1,000,000
<b>Community 1st Bank</b>	
Certificate of Deposit	1,206,619
<b>Idaho Independent Bank</b>	
Secure Muni Investment	249,216
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	249,995
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	29,520,953
<b>Columbia Bank</b>	
Repurchase Agreement Account	2,685,302
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	250,000
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<b><u>48,548,834</u></b>

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ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
\_\_\_\_\_  
Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho



RECEIVED

FEB 10 2017

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

CITY CLERK

FUND	BALANCE 12/31/2016	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2017
<u>General-Designated</u>	\$1,069,522	\$38,577	\$1,823	\$1,106,276
<u>General-Undesignated</u>	7,258,558	24,702,619	14,741,534	17,219,643
<u>Special Revenue:</u>				
Library	(234,980)	871,970	130,974	506,016
CDBG	(0)	10,894	10,894	(0)
Cemetery	(36,243)	33,851	23,657	(26,049)
Parks Capital Improvements	369,585	6,417	375	375,627
Impact Fees	2,983,246	50,966		3,034,212
Annexation Fees	360,924	24,161		385,085
Insurance	73,318	902		74,220
Cemetery P/C	1,665,949	23,825	29,794	1,659,980
Jewett House	18,062	8	692	17,378
Reforestation	23,009	1,001		24,010
Street Trees	192,518	6,086	537	198,067
Community Canopy	1,224		215	1,009
CdA Arts Commission	2,191	1		2,192
Public Art Fund	74,970	34		75,004
Public Art Fund - ignite	549,633	246		549,879
Public Art Fund - Maintenance	94,986	42	1,283	93,745
<u>Debt Service:</u>				
2015 G.O. Bonds	520,943	496,252	56,915	960,280
LID Guarantee	55,115	3,818	155	58,778
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	187,220	38,334	7,272	218,282
<u>Enterprise:</u>				
Street Lights	61,337	42,322	13,022	90,637
Water	1,843,698	282,842	242,317	1,884,223
Water Capitalization Fees	4,504,989	73,943		4,578,932
Wastewater	5,054,492	676,065	572,478	5,158,079
Wastewater-Reserved	800,653	27,500		828,153
WWTP Capitalization Fees	5,449,678	78,142		5,527,820
WW Property Mgmt	60,668			60,668
Sanitation	335,860	327,445	255,879	407,426
Public Parking	170,863	19,132	6,782	183,213
Drainage	500,241	84,089	16,058	568,272
Wastewater Debt Service	1,018,599	456		1,019,055
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	202,446	199,391	202,466	199,371
LID Advance Payments	250			250
Police Retirement	1,368,645	14,556	31,183	1,352,018
Sales Tax	1,400	2,093	1,400	2,093
BID	173,483	6,077	25,000	154,560
Homeless Trust Fund	673	431	673	431
<b>GRAND TOTAL</b>	<b>\$36,777,724</b>	<b>\$28,144,488</b>	<b>\$16,373,378</b>	<b>\$48,548,834</b>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
 Troy Tymeson, Finance Director, City of Coeur d'Alene, Idaho