



Coeur d'Alene

CITY COUNCIL MEETING

March 4, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
FEBRUARY 19, 2008

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, February 19, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Woody McEvers)	
Loren Edinger)	
Mike Kennedy)	
John Bruning)	
Deanna Goodlander)	

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

INVOCATION was led by Reverend Ron Hunter, Church of the Nazarene.

PLEDGE OF ALLEGIANCE: Councilman Goodlander led the pledge of allegiance.

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

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

1. Approval of minutes for February 5, 2008.
2. Setting General Services Committee and Public Works Committee for Monday, February 25th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 08-009: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING DECLARING CERTAIN COMPUTER EQUIPMENT AS SURPLUS AND APPROVING A LOCAL PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR THE ATLAS BIKE PATH EXTENSION.
4. Authorizing staff to prepare an ordinance for pavement installation for streets and alleys as a requirement of the building permit approval process.
5. Approval of transfer of beer/wine license for Paddy's to James Wymer and Debbie Wymer.
6. Approval of beer/wine license for Wild Waters at 2119 N. Gov't Way.
7. Approval of bills as submitted and on file in the Office of the City Clerk.

8. Setting of public hearings: O-1-08 - expanding the role of the Design Review Committee for March 18, 2008 and O-2-08 - amending the existing design review regulations for March 18, 2008.
9. Setting of public hearing for water rate amendments for March 18, 2008.

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

COUNCIL COMMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy congratulated the CHS Girls Basketball team for winning their State championship this past weekend.

COUNCILMAN EDINGER: Councilman Edinger asked Mayor Bloem to comment on the recent article in the local newspaper regarding the Higher Education Corridor. The Mayor explained in reference to the comments made by Mayor Larkin regarding the \$1.0 million earmarked for the NIC Education Corridor, those funds have been earmarked for years. Another item that came out in the article was that Mayor Larkin came out in opposition to the North Idaho Education Corridor funding commenting that it was being funded through the sale of the workforce training property in Post Falls. Mayor Bloem noted that this cannot happen since North Idaho College does not own the land.

APPOINTMENT - URBAN FORESTRY COMMITTEE AND DESIGN REVIEW COMMITTEE: Motion by Edinger, seconded by Goodlander to appoint Glenn Truscott to the Urban Forestry Committee and re-appoint Jon Mueller and Mike Dodge to the Design Review Committee. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator, Wendy Gabriel, cautioned residents of a scam regarding the purchase of time shares – the BBB of Eastern Washington, North Idaho and Montana, reported that your caller ID may show a name that looks like a legitimate buyer and the person may tell you that they have a cashier's check ready to immediately purchase your time share. However, this is a scam and if you receive a call, please contact the BBB and remember not to give out any personal information over the phone. [Better Business Bureau Serving Eastern Washington, North Idaho & Montana](#) -152 S. Jefferson, Suite 200, Spokane, WA. 99201 509-455-4200 or 800-356-1007.

RESOLUTION NO. 08-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ENDORSING THE SHARED PRINCIPLES AND COMMON GOALS RELATED TO THE RATHDRUM PRAIRIE AS PROPOSED BY KOOTENAI COUNTY AND OTHER CITIES.

STAFF REPORT: Wendy Gabriel, City Administrator, reported that this is a proposed partnership with Kootenai County, the cities of Post Falls, Hauser, Rathdrum and Hayden who will be readjusting their Areas of City Impact agreements. Although Dalton

Gardens and Coeur d'Alene do not have an impact on what will happen on the Rathdrum Prairie, they have been invited to the join in meetings to collaborate in this process.

Motion by Goodlander, seconded by Kennedy to adopt Resolution 08-010

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

RCA -3-08 - REQUEST FOR ANNEXATION BY RIVERSTONE WEST, LLC: Motion by Hassell, seconded by Kennedy to allow the applicant to move forward with the formal application for the annexation process. Motion carried.

EXECUTIVE SESSION: Motion by Goodlander, seconded by Edinger to enter into Executive Session as provided by I.C. 67-2346 §C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and §F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at executive session does not satisfy this requirement;

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

The Council entered into Executive Session at 6:13 p.m.

Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney. Matters discussed were those of property acquisition and pending litigation. No action was taken and the Council returned to regular session at 7:15 p.m.

ADJOURNMENT: Motion by Edinger, seconded by Kennedy to recess this meeting to February 21st at 12:00 noon in the Council Chambers for CDBG Funding Workshop. Motion carried.

The meeting recess at 7:16 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**A CONTINUED MEETING
OF THE COEUR D'ALENE CITY COUNCIL
FEBRUARY 21, 2008
CITY HALL FORMER COUNCIL CHAMBERS**

The City Council of the City of Coeur d'Alene met in a continued session on February 21, 2008 at 12:00 noon in the former Council Chambers in City Hall there being present a quorum upon roll call

Sand Bloem, Mayor

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

Staff Present: Jon Ingalls, Deputy City Administrator; Susan Weathers, City Clerk; Troy Tymesen, Finance Director; Renata McLeod, Project Coordinator; Wendy Gabriel, City Administrator.

Kay Kitchel and Nelle Coler consultants from Panhandle Area Council.

Guests: Meredith Bryant and Jim Brannon of Habitat for Humanity.

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

WORKSHOP - COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING:
Project Coordinator Renata McLeod reviewed the funding requirements for HUD funding. She noted that today's workshop will focus on the City's Goals 3 and 4 which are: Goal 3 - improve the City's sidewalks to make them more accessible to persons with disabilities, and Goal 4 - Continue with neighborhood revitalization efforts including code enforcement, to improve the condition of housing and commercial properties in low income areas.

Nelle Coler reviewed the process for applications for funds that fall within the two goals. She noted that HUD funding for the above noted goals be treated as a loan program at a 3% interest rate which is a rate used by other cities and with an incentive of 0% interest if repaid within 5 years of loan. She reminded the Council that this is a formal application process whereby the first part of the application is to determine the applicant's eligibility for HUD funds. Councilman Goodlander asked if the issue of doing loans was a HUD requirement or a City decision. Troy Tymesen noted that it was a decision of the City since Goals 3 and 4 are for current homeowners who have an asset, their homes, and by receiving HUD funds it would increase the value of their home and that the homeowner could realize that added value with the sale of their property.

Ms. Coler noted that the requirements for being eligible for applying for this funding are: 1) Owner occupied- single family dwelling, 2) Have homeowner's insurance, and 3) Eligible need. She noted that the ranking criteria for processing the applications are: 1) Those that need essential services (ranked by date received or prioritized by need), and 2) Any remaining funds will be used on a first come - first serve basis.

Ms. Coler then asked the Council to list the pros and cons for prioritization of applications vs. processing applications on a first come- first serve basis. Councilman McEvers asked if there are any processes already established. Renata McLeod responded that there are many other cities that have already set up their application process such as Idaho Falls who uses 2 low income housing service groups and Pocatello who uses a committee review process.

Councilman Kennedy asked what would be the result for the City for those applicants who later file bankruptcy that the City has placed a lien on their property for the loan. Troy Tymesen responded that the City would not do a title report on the property and if the applicant later filed bankruptcy, due to the small amount of the lien, it would be considered a secondary lien and the City would probably not be paid.

Councilman Goodlander asked about a scenario whereby an elderly couple on a very limited income needs to have their sewer line replaced but does not have any funds to do so. Mr. Tymesen responded that this couple could look at a reverse mortgage. Ms. Coler also noted that they could also get some help from the community in replacing their sewer line for the \$3,000 amount given through this program .

Ms. Coler proposed the following timeline for HUD funding:

March 31, 2008 - approval of Application form - part A

April 30, 2008 - approval of application form - Part B

April 7, 2008 (week of) - Press release/announcement/marketing activities

May 15, 2008 - Deadline for submission of applications

She noted that the Council will need to decide the deadlines for receipt of Application - Part B and begin funding rehabilitations.

Councilman Goodlander asked what PAC services will be providing to the City. Nelle Kitchel responded that they are doing the administration services, paperwork, forms, verification process of the low-moderate income person, document activities for compliance with HUD requirements; however, the City will need to determine the criteria for the ranking of project applications.

Councilman McEvers voiced his concerns of having a review committee in determining how the funds are to be awarded. Mayor Bloem noted that the bottom line is the City is responsible for the HUD funds and so this first year the Council will need to commit more time in determining how the City wants this program to work which cannot be done by a committee. Councilman Hassell suggested that we collect various criteria from other cities to help the City decide on their criteria for distributing funds.

Renata McLeod summarized that the Council is not looking at the first come-first serve process but rather would like staff look at other cities for their criteria. Councilman Goodlander would like flexibility in the program. Councilman McEvers also suggested that we ask other Cities got started with their programs.

Mayor Bloem asked Mrs. McLeod to ask cities for information regarding interest-no interest loans, maximum and minimum amounts and flexibility, committee/commissions set up and what their responsibility is, 1st year experiences - what works best and what does not - and do they use partners for support and how do they identify those partners.

ADJOURNMENT: Motion by Edinger, seconded by McEvers that there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 1:10 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 08-011

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 AWARD OF BID AND APPROVAL OF A CONTRACT WITH INTERSTATE CONCRETE & ASPHALT, INC. FOR THE 2008 STREET OVERLAY PROJECT AND APPROVAL OF AMENDMENT NO. 5 TO THE AGREEMENT WITH J-U-B ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH COLLECTION SYSTEM DEVELOPMENT AND REHABILITATION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 2" and by reference made a part hereof as summarized as follows:

- 1) Award of Bid and approval of a Contract with Interstate Concrete & Asphalt, Inc. for the 2008 Street Overlay Project;
- 2) Approval of Amendment No. 5 to the Agreement with J-U-B Engineering, Inc. for Professional Engineering Services associated with collection system development and rehabilitation;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 2" 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 4th day of March, 2008.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: March 4, 2008
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: Approval of Low Bidder for the 2008 Overlay Project

DECISION POINT

Staff is requesting the City Council to approve Interstate Concrete & Asphalt, Co. as the low bidder for the 2008 Overlay Project.

HISTORY

The City of Coeur d'Alene received three responsive bids:

Hap Taylor & Sons, Inc. dba: Knife River	\$591,557.00
Poe Asphalt Paving, Inc.	\$536,023.13
Interstate Concrete & Asphalt, Co.	\$490,524.05
Engineer's Estimate	\$591,409.75

FINANCIAL ANALYSIS

The overlay program is a budgeted item. The budgeted amount is \$630,000 so there are sufficient funds.

PERFORMANCE ANALYSIS

The City of Coeur d' Alene received three responsive bids for this years overlay. The largest differences in the bids were in Mobilization and Traffic Control costs. The streets that will be overlaid this year are shown on the attached list.

RECOMMENDATION

Staff recommends a motion to approve Interstate Concrete & Asphalt, Co. as the low bidder and authorize the mayor to execute the contract for the 2008 overlay program.

RESIDENTIAL STREET OVERLAY 2008

1. DAVIS AVENUE 15TH STREET TO 19TH STREET 36' W 1297 LF
2. FRUITDALE AVENUE 15TH STREET TO 19TH STREET 36' W 1309 LF
3. GILBERT AVENUE 15TH STREET TO 19TH STREET 36' W 896 LF
4. JENNY LYNN LANE 17TH STREET TO 19TH STREET 36' W 639 LF
5. 12TH STREET INDIANA AVE TO GARDEN AVE 34' W 647 LF
6. 14TH STREET INDIANA AVE TO GARDEN AVE 34' W 634 LF
7. 17TH STREET SHERMAN AVE TO PENN AVE 34' W 2029 LF
8. 19TH STREET SHERMAN AVE TO PENN AVE 34' W 2034 LF
9. 20TH STREET SHERMAN AVE TO PENN AVE 34' W 2033 LF
10. 22ND STREET SHERMAN AVE TO CD'A AVE 34' W 557 LF
11. GARDEN AVENUE 13TH STREET TO 17TH STREET 34' W 1402 LF
12. WALLACE AVENUE GOV'T WAY TO 4TH STREET 34' W 1263 LF

ARTERIAL STREET OVERLAY 2008

13. CANFIELD AVENUE HWY 95 TO GOVERNMENT WAY 40' W 1373 LF

CONTRACT

THIS CONTRACT, made and entered into this **4th day of March, 2008**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **INTERSTATE CONCRETE & ASPHALT, CO.**, 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 845 W. Kathleen, Coeur d' Alene, Idaho 83815, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2008 Overlay Project** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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 complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore 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 City Engineer, and all labor performed shall be of first-class workmanship. **The placement of asphalt overlay material shall not begin prior to Prior to July 7th, 2008.**

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **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

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Four Hundred Ninety Thousand Five Hundred Twenty Four Dollars and 05/100's (\$490,524.05)**.

Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 60 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

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 monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder 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 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 in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- | | |
|-------------------------------------|-----------------------------|
| A) Advertisement For Bids | I) Notice of Award |
| B) Information For Bidders | J) Notice to Proceed |
| C) Bid Proposal | K) Change Order |
| D) Bid Bond | L) General Conditions |
| E) Bidding Forms as Required | M) Technical Specifications |
| F) Contract | N) Special Provisions |
| G) Labor and Materials Payment Bond | O) Plans |
| H) Performance Bond | P) Addenda |

No. _____, dated _____, _____

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**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:
INTERSTATE CONCRETE AND ASPHALT, CO.**

Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of March, 2008, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

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STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_ day of March, 2008, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Interstate Concrete and Asphalt, Co.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



**PUBLIC WORKS COMMITTEE STAFF REPORT**

**DATE:** February 25, 2008  
**FROM:** Jim Dunn, Wastewater Project Manager  
**SUBJECT:** Agreement for Professional Engineering Services with J.U.B. Engineers, Inc. - Request Approval of Amendment No. 5

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**DECISION POINT:**

The Council may wish to authorize staff to amend the agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d’Alene, ID 83815, for professional engineering services associated with collection system development and rehabilitation at a cost not to exceed \$86,900.00

**HISTORY:**

J.U.B. Engineers has substantially completed Amendment No 4 of their professional services agreement, which was approved by Council on February 20, 2007. Amendment No. 4 provided for CIPP/Open Trench Sewer Rehabilitation, GIS Upgrades and Inflow Corrective Actions.

We would like to proceed with Amendment No. 5.

- 1. CIPP/Open Trench Sewer Rehabilitation.
- 2. GIS Upgrades consisting of imputing new development sewer infrastructure, data collection for the Sewer Crew and our sewer Mapbook.
- 3. Inflow Identification, at this time, has reached its economic value. We would like to continue pursuing corrective actions of the inflow sources identified in past years.

**FINANCIAL ANALYSIS: Amendment No. 5.**

CIPP/ Open Trench Sewer Rehabilitation.

|                                                  |           |                     |
|--------------------------------------------------|-----------|---------------------|
| Proposed J.U.B. Amendment #5 Total Proposed Cost | - - - - - | \$86,900.00         |
| Estimate Construction Costs                      | - - - - - | <u>\$460,000.00</u> |
| Total Anticipated Costs                          | - -       | \$546,900.00        |

Wastewater Budget for 2007-2008 Collection System Rehabilitation is \$550,000.00

**PERFORMANCE ANALYSIS: Amendment No. 4**

7,895 feet of CIPP rehabilitation, Open Trench pipe replacement and Pipe Bursting was completed during the 2007 construction season at a total cost of \$63.05 per lineal foot including J.U.B. engineering fees. Open Trench replacement was in a highly sensitive area and therefore an abnormally high cost per lineal foot was incurred for this project.

In 2005 under JUB Amendment #2 our comparable cost was \$51.41 per lineal foot.

Substantial GIS Upgrades have been made to our electronic ArcView program as new subdivisions are completed.

Inflow Identification correction plans have been designed for one of our largest surface water contributors.

**RECOMMENDATION:**

The Council may wish to authorize staff to amend the agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d’Alene, ID 83815, for professional engineering services for tasks associated with collection system development and rehabilitation at a cost not to exceed \$86,900.00, continue GIS Upgrades and pursue corrective action of the inflow sources identified over the past years.



RECEIVED

FEB 07 2008

WASTEWATER

**J-U-B ENGINEERS, Inc.**  
ENGINEERS • SURVEYORS • PLANNERS

Regional Office  
7825 Meadowlark Way  
Coeur d'Alene, ID 83815

208-762-8787  
Fax: 208-762-9797  
www.jub.com

February 6, 2008

Mr. Jim Dunn  
City of Coeur d'Alene  
Wastewater Utility Department  
816 East Sherman Avenue, Suite 6  
Coeur d'Alene, ID 83814

**RE: 2008 WASTEWATER COLLECTION PROJECTS PROPOSED SCOPE OF SERVICES**

Dear Jim:

As requested, we have prepared the attached scope of services for your review for your 2008 collection system projects. During our meetings with you, we identified the following elements for this year.

**Tasks 110, 120, and 130 CIPP Rehabilitation and Open Trench Sewer Replacements:** Your continual efforts to identify critical lines in need of repair or replacement has resulted in 10,000 to 12,000 feet of sewer lines targeted for CIPP rehabilitation and 450 feet of sanitary sewer on 6<sup>th</sup> Street set for open trench replacement. Based on your input, we have included a CIPP design scope which is similar to last year's scope. The open trench scope is reduced from last year since preliminary design was completed in 2007. A detailed scope of services and labor-hour estimate is attached for your review.

**Task 200 GIS Maintenance and Capital Projects:** A broad scope similar to previous years is included for the GIS task. In the coming month we propose conducting a detailed review of your expectations and goals at your office with Kasey Hansen to customize this task for you in 2008.

**Task 300 Inflow Source Identification and Elimination:** Inflow removal has been retained to provide support as requested. The proposed budget noted in the attached scope of services consists of transferring remaining funds not used in City fiscal year 2006/2007 (originally from Amendment #3) to this year's project. During our GIS meeting, we should review progress to date and determine strategies to best utilize the remaining funds to complete targeted improvements.

Thank you for your partnership on these projects. Your continued feedback as we explore the nuances of these projects as a group is critical to the success of the projects.



Jim Dunn  
Page 2  
February 6, 2008

If you have any questions or comments about the enclosed scope and labor estimate, please do not hesitate to call.

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in black ink, appearing to read 'L. Shoolroy', written over a horizontal line.

Levi T. Shoolroy, P.E.  
Project Manager

Enclosures

ADDENDUM No. 5 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
J-U-B ENGINEERS, INC.

THIS ADDENDUM entered into this 4<sup>th</sup> day of March, 2008, between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, and **J-U-B Engineers, Inc.** an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815.

WITNESSETH:

WHEREAS, pursuant to Resolution No.04-055 adopted the 20<sup>th</sup> day of April, 2004, as amended by Resolution No. 04-081 adopted the 7<sup>th</sup> day of September, 2004, as amended by Resolution No. 05-004 adopted the 18<sup>th</sup> day of January, 2005, as amended by Resolution No. 06-009 adopted the 7th day of February, 2006, as amended by Resolution No. 07-010 adopted the 20<sup>th</sup> day of February, 2007, the City of Coeur d'Alene entered into a Professional Services Agreement with J-U-B Engineers, Inc. for professional engineering services; and

WHEREAS, J-U-B Engineers, Inc. has substantially completed Amendment No. 4 of the professional services agreement which provided for 3 tasks associated with collection system development and rehabilitation, and

WHEREAS, J-U-B Engineers, Inc. and the Wastewater Department desire to enter into Addendum No. 5 to said agreement for professional engineering services for 3 tasks to include design and construction related services to rehabilitate or replace approximately 10,000 to 12,000 LF of sanitary sewer lines; continue GIS maintenance, technical support, and updates into 2008 on an as-needed basis and provide the City support during inflow source removal, as more particularly described in the Scope of Services, attached hereto as Exhibit "A", and incorporated herein by reference, and

NOW THEREFORE, the City of Coeur d'Alene and J-U-B Engineers, Inc. hereby execute Addendum No. 5 to said Professional Services Agreement. All other provisions in the original agreement adopted pursuant to Resolution No. 04-055 as amended by the Resolution's as written above, shall remain in full force and effect.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Addendum on behalf of said City, the day and year first above written.

**CITY OF COEUR D'ALENE**

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

\_\_\_\_\_  
Sandi Bloem, Mayor

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

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 4<sup>th</sup> day of March, 2008 before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of March, 2008, before me, a Notary Public, personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of **J-U-B Engineers, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



RECEIVED

FEB 07 2008

WASTEWATER

J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

Regional Office
7825 Meadowlark Way
Coeur d'Alene, ID 83815

208-762-8787
Fax: 208-762-9797
www.jub.com

February 6, 2008

Mr. Jim Dunn
City of Coeur d'Alene
Wastewater Utility Department
816 East Sherman Avenue, Suite 6
Coeur d'Alene, ID 83814

RE: 2008 WASTEWATER COLLECTION PROJECTS PROPOSED SCOPE OF SERVICES

Dear Jim:

As requested, we have prepared the attached scope of services for your review for your 2008 collection system projects. During our meetings with you, we identified the following elements for this year.

Tasks 110, 120, and 130 CIPP Rehabilitation and Open Trench Sewer Replacements: Your continual efforts to identify critical lines in need of repair or replacement has resulted in 10,000 to 12,000 feet of sewer lines targeted for CIPP rehabilitation and 450 feet of sanitary sewer on 6th Street set for open trench replacement. Based on your input, we have included a CIPP design scope which is similar to last year's scope. The open trench scope is reduced from last year since preliminary design was completed in 2007. A detailed scope of services and labor-hour estimate is attached for your review.

Task 200 GIS Maintenance and Capital Projects: A broad scope similar to previous years is included for the GIS task. In the coming month we propose conducting a detailed review of your expectations and goals at your office with Kasey Hansen to customize this task for you in 2008.

Task 300 Inflow Source Identification and Elimination: Inflow removal has been retained to provide support as requested. The proposed budget noted in the attached scope of services consists of transferring remaining funds not used in City fiscal year 2006/2007 (originally from Amendment #3) to this year's project. During our GIS meeting, we should review progress to date and determine strategies to best utilize the remaining funds to complete targeted improvements.

Thank you for your partnership on these projects. Your continued feedback as we explore the nuances of these projects as a group is critical to the success of the projects.



Jim Dunn
Page 2
February 6, 2008

If you have any questions or comments about the enclosed scope and labor estimate, please do not hesitate to call.

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in black ink, appearing to read "L. Shoolroy", written over a horizontal line.

Levi T. Shoolroy, P.E.
Project Manager

Enclosures

ATTACHMENT "A"

SCOPE OF SERVICES - Amendment #5
City of Coeur d'Alene Wastewater Utility Department
2008 Collection System Projects

TASK 1

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

Objective

The purpose of this task is to:

- Develop a bid package for one open trench replacement project, with approximately 450 LF of sanitary sewer.
- Review approximately 10,000 to 12,000 LF of 8- to 15-inch sanitary sewer lines and develop a bid package for Cured-in-Place-Pipe (CIPP) rehabilitation.
- Provide bidding support, construction administration, and observation for the CIPP and open trench projects.

Approach

ENGINEER will review existing sewer line data to verify service locations, determine what additional closed-circuit television (CCTV) inspection is necessary, field verify pipe sizes for the reaches in question, determine approximate depths to inverts, and current condition of the main lines and service connections. Preliminary design for the CIPP project will include a recommendation to the CITY on the type and extent of point repairs needed for CIPP rehabilitation. Preliminary design for the open trench projects will include survey and concept plans and profiles. Final design will develop plans and specifications for construction, submittal for CITY review and approval, submission of a courtesy set of the CIPP plans to the Idaho Department of Environmental Quality (IDEQ), submission of a review set of the open trench projects for IDEQ for approval, and final edits based on those reviews. The bidding phase will include advertisement, a pre-bid conference, bid opening, and a bid review and recommendation to the CITY. The construction phase will include contract administration, construction observation, and project close-out.

The approach will be broken into the following subtasks:

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

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

Task 110 - Preliminary Design (Items 110.01 through 110.10 on the attached Labor-Hour Estimate) Gather, document, and review existing conditions and identify potential construction conflicts. Develop preliminary plans for initial discussion and review by the CITY and IDEQ. The activities are as follows:

- Open Trench:
 - The project consists of: 6th Street north of Wallace Avenue to Foster Avenue, with a total approximate length of 450 LF of sanitary sewer.
 - Preliminary design of the sanitary sewer was completed in Amendment #4 (City fiscal year 2006/2007). The preliminary design included replacing the existing 6-inch sanitary sewer with approximately 450 LF of 8-inch sanitary sewer at the same alignment and matching inverts. Additionally, the storm sewer is designated for replacement due to age and proximity to the new sewer; the storm sewer is to be replaced with the same pipe size at the same alignment and matching inverts of existing storm manholes. Storm sewer design, including sizing, collection, drainage, etc. will not be performed by ENGINEER.
 - Coordinate with One Call for utility locates and update the existing topographical map to include marked utilities as provided.
 - Services will be located at the main line based on closed circuit television (CCTV) performed by others.
- CIPP:
 - Coordinate CCTV inspection of lines identified by the CITY as a top priority for rehabilitation in 2008. The CCTV inspection will be performed by others.
 - Review video inspection logs of sewer mains identified above to verify pipe condition and identify specific reaches that should or should not be

rehabilitated with CIPP. It is estimated that approximately 10,000 to 12,000 LF of sanitary sewer will be reviewed as part of this project.

- Field verify existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for the CIPP work.
 - Recommend point repairs necessary prior to CIPP rehabilitation for the CITY's review. Point repairs identified by J-U-B will be performed and/or coordinated by the CITY as necessary to accommodate CIPP rehabilitation.
 - Prioritize reaches for CIPP rehabilitation and identify potential additive alternates as appropriate to meet budget requirements.
 - Develop CIPP concept drawings for review with the CITY based on the above CIPP reaches. The concept drawings will include a CITY-provided orthophoto of the project area with service laterals shown as located during the CCTV inspection for CITY review of lots potentially served by multiple service laterals.
- Develop concept level opinions of probable cost for both projects. Review available budget and consider using bid alternatives to stay within the available construction budget.
 - Review concept drawings and opinions of probable cost with the CITY Wastewater Utility for concurrence before proceeding with final design.

Task 110 - Final Plans and Preparing Bid Documents (Items 110.11 through 110.26 on the attached Labor-Hour Estimate) Based on CITY comments and IDEQ comments (as applicable) from the concept design, the concept drawings will be finalized for bidding purposes. The activities are as follows:

- Develop bid documents, specifications and final plans suitable for competitive bidding, based on CITY comments. Since budget may be an issue, contract documents may contain bid alternates in the CIPP project to allow award of a project that fits the CITY's budget.
- Develop bid documents specifications and final plans for the open trench replacement project for competitive bidding as a single schedule.
- Conduct internal QC/QA of contract documents.
- Provide Engineer's opinion of probable construction cost for the projects.
- Submit five sets of plans, specifications, and contract documents to the CITY Wastewater Utility for final review and approval. Wastewater will distribute

the five copies as necessary to the City Engineering Department, Water Utility, Storm Sewer Utility, and to the IDEQ (as required).

- Submit one set of Open Trench plans each to potentially affected utilities (communication, power, gas, etc.) for informational purposes.
- Incorporate CITY and IDEQ comments (as applicable) and develop final bid set.
- Provide 20 sets of half sized plans (11x17), specifications, and contract documents for bidding the CIPP project. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, and interested contractors.
- Provide 20 sets of half sized plans (11x17), specifications, and contract documents for bidding the open trench projects. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, and interested contractors.
- Provide one CD containing the Contract Documents in Adobe Acrobat format (pdf) for the CITY's use.

Task 120 - Contract Bidding and Award (Items 120.01 through 120.05 and 120.11 through 120.14 on the attached Labor-Hour Estimate) The CITY will advertise and distribute the final Contract Documents for bidding purposes. ENGINEER will assist during the bidding and award process as follows:

- Conduct one pre-bid meeting at the CITY offices for the CIPP project.
- Conduct one pre-bid meeting at the CITY offices for the open trench project.
- Answer bidders' questions during the bid phase by preparing and issuing Addenda as required to clarify the plans or specifications and as directed by the CITY.
- Assist in bid openings at CITY Hall, review bids as received, prepare a bid summary, and distribute bid summary to all plan holders after an award has been made. Review bids for responsiveness of the bidders and make recommendations to the CITY for awarding the bid or rejecting all bids.
- Prepare the notice of award, contract agreement, and notice to proceed for review, approval, and distribution by the CITY and assist in the contract award.

Task 120 - Construction Administration (Items 120.06 through 120.09 and 120.15 through 120.18 on the attached Labor-Hour Estimate) Provide administrative and observation support during construction, administration services as needed to finalize the project, and develop record drawings, as required by the CITY. Expected tasks include:

- For the CIPP project, conduct one pre-construction conference with the CITY, Contractor, and other interested parties.
- For the open trench projects, conduct one pre-construction conference with the CITY, Contractor(s), and other interested parties.
- Prepare and distribute an informational flyer for the open trench project to impacted homeowners upon City request. All newspaper or radio notices will be approved and issued by the CITY. Coordinate with CIPP Contractor to verify an informational flyer is provided to impacted homeowners prior to beginning construction in the local project areas.
- Interpret the plans and specifications during construction. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
- Provide administration of the construction contract as provided in the General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- Provide construction observation and services as necessary during construction. General activities include submittal review, and change order requests. Specific activities include the following:
 - For the open trench projects: observation of trenching, pipe installation, sewer service reconnections, backfill, quality assurance testing performed by the contractor(s), final video reviews, and final surface repair.
 - For the CIPP project: observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspection to verify full reinstatement of services (as applicable).
- Review contractor progress and pay requests and prepare recommendations to the CITY for progress payments and final payment.
- For each project, schedule a final walk-through to be attended by the CITY, ENGINEER, and Contractor(s) and develop a tentative list of items to complete the contractor's work.
- Review the lists of items for completion by the Contractors.
- Review final quantities and pay request from the Contractors. Submit findings to the CITY for approval.

- Provide two complete sets of hard copy and one electronic copy of Record Drawings for CITY records and inclusion into the CITY's GIS database based on GIS reference provided by CITY at beginning of project.

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

- Perform dye testing and related field work to identify if service laterals are active or inactive.
- Assist the CITY in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Developing concepts or budgets for work in addition to that delineated above for construction in this year or subsequent years.
- Design storm sewer systems based on criteria established by CITY, e.g. rainfall duration, intensity, return period, etc .
- Perform a boundary survey.
- Assist the CITY in resolving disputes over bankruptcy or default of the Contractor.
- Assist the CITY as a result of fire, flood, acts of God, legal complaints or default of the Contractor.
- Assist or extend services as a result of strikes, walkouts or other labor disputes, and including acts relating to settlement of minority group problems.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.
- Assist the CITY in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the City with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction.

CIPP Schedule

The proposed schedule for Task 1 is as follows:

Task	Days
110 – Preliminary Design (from Notice to Proceed)	60
110 – Final Design (from approval of Preliminary Design)	45
120 – Bidding, Award, and Construction Administration	*
130 – Additional Services	N/A

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

Open Trench Schedule

The proposed schedule for Task 1 is as follows:

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

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

Compensation: Compensation for Task 1 will be as follows:

- On a lump sum basis of \$26,100 for Preliminary and Final Design.
- On a time and materials basis estimated at \$55,800 for Contract Bidding and Award, and Construction Administration.
- On a time and materials basis estimated at \$5,000 for Additional Services.
- A labor-hour estimate is attached as Attachment "B".

TASK 2 GIS MAINTENANCE AND CAPITAL PROJECTS

Objective

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

Approach

ENGINEER will provide technical support for software, general GIS issues, data collection, system troubleshooting, and quality assurance/quality control processes. As required, ENGINEER will also update mapping information as provided by CITY field crews and will help to refine GIS data capture and entry processes. In addition, the ENGINEER will develop the following new applications:

- Sewer back-up response application (CMOM benefit)
- Sewer inflow location application
- Crew tracking application
- "One-call" grid development

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

- Technical support phone calls for Software - ArcView, Asset Magician, Mapbook Maker, etc.; GIS - theory, analysis, project design; Data Collection; System troubleshooting; and QC/QA.
- Conduct routine GIS Maintenance. Respond to work orders and digital data from the CITY; Update CAD file with clean information from GIS; QC/QA (by ENGINEER and CITY staff); and update CITY computers with new additions/Orientation City staff (by telephone).
- Update GIS model with new subdivisions and projects. These tasks include receiving digital or paper as-built data from City; review as-built data and clean-up as necessary (GIS); populate database with feature attributes (GIS); update CAD file with clean information from GIS; QC/QA - (by ENGINEER and CITY staff); update City computers with new additions/Orientation City staff

(by telephone), and additional surveying and field data collection using global positioning surveying (GPS) as required.

- Update and provide regular training. These tasks include developing work order process and related forms; update metadata (data source, accuracy, date, etc); audit and update GIS library to verify that directories are organized properly; provide GIS training on-site with CITY staff

Deliverables

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

Schedule

Task 2 is on-going and will be conducted over the course of calendar year 2008.

Compensation: On a time and materials basis estimated at \$25,000.

TASK 3 INFLOW SOURCE IDENTIFICATION AND ELIMINATION

Objective

The purpose of this task is to assist the City of Coeur d'Alene with identifying and eliminating sources of inflow into their wastewater collection system. It will be assumed that the majority of the excess flow into the sanitary sewer system is a result of "inflow" versus "infiltration" due to the porous soils that comprise most of the City's service area. This task will build and expand upon existing modeling and the 2002, 2004, and 2005 Inflow Source Identification Technical Memoranda. To date, an estimated 15 to 16 acres of the approximately 60 acres of impervious area suggested by the hydraulic model calibration as contributing to peak flows have been identified in the previous field investigations. At this juncture, the most obvious inflow sources have been identified and active disconnection of inflow sources is planned in subsequent years. This task will provide any required support on an as-needed basis.

Approach

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

- Review of high priority inflow sources identified in previous years
- Assistance with identification of potential inflow removal models

Deliverables

No known deliverables have been identified at this time from Task 3.

Schedule

Task 3 is ongoing and will be conducted over the course of calendar year 2008 as requested.

Compensation

Remaining funds from Amendment #4 (City fiscal year 2006/2007) of \$16,576.84 will be transferred to this Task and paid on a time and materials basis.

Additional Considerations

It is mutually agreed by the parties hereto that:

Qualified Estimates of Cost

Any opinion of the estimated construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CITY. Since the ENGINEER has no control over cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids.

Function of On-Site Personnel

The on-site personnel will make reasonable efforts to guard the CITY against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause the ENGINEERS to be responsible for those duties and responsibilities which belong to the Construction Contractor and which include, but are not limited to, full responsibilities for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Full-time observation will be provided when material or construction materials are being installed in the project.

ENGINEERS' Evaluation of Subsurface Conditions

In subsurface investigation work and in determining subsurface soil conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. The ENGINEERS will coordinate this work in accordance with generally accepted soils engineering practices and make no other warranties, expressed or implied. It is mutually understood for these projects that the soils are well understood and do not require any soils evaluation.

ENGINEERS' Responsibility

The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the PROJECT and makes no other warranty either expressed or implied.

LABOR-HOUR ESTIMATE - AMENDMENT #5


Job No.	Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Subconsultant / Supplies	Task Totals
110	110.01	Preliminary and Final Design										
	110.02	Open Trench (6th Street north of Wallace to Foster Avenue)										
	110.03	Utility and Storm Water coordination/locates		1		8		2				\$1,000
	110.04	CIPP (10,000 to 12,000 LF)										
	110.05	Manhole condition and pipe size verification		1	4	24						\$2,300
	110.06	Coordination of CCTV inspection		2		4						\$600
	110.07	Review CCTV inspection videos	1	2	4	24						\$2,600
	110.08	Develop concept drawings for CIPP project, identify point repairs	1	2	4	8	24					\$3,000
	110.09	Concept Opinion of Probable Cost		1	2	4						\$600
	110.10	Concept / progress review with the CITY		2		2				2		\$600
	110.11	Final Design										
	110.12	Open Trench (6th Street north of Wallace to Foster Avenue)										
	110.13	General plan preparation	1	2	4	8	12					\$2,200
	110.14	Specifications	1	2	4	4				4		\$1,400
	110.15	Opinion of Probable Cost		1	2	2						\$400
	110.16	Review with the CITY		2		2						\$400
	110.17	IDEO submittal		1						2		\$300
	110.18	QC/QA review	4									\$700
	110.19	Final Plans and Bid Documents		1	4	4	4			12	\$300	\$2,200
	110.20	CIPP (10,000 to 12,000 LF)										
	110.21	General plan preparation	1	1	4	8	16					\$2,300
	110.22	Specifications	1	4	4	2				8		\$1,800
	110.23	Opinion of Probable Cost		1	2	4						\$600
	110.24	Review with the CITY		2		2						\$400
	110.25	QC/QA review	4									\$700
	110.26	Final Plans and Bid Documents		1	1	4	4			12	\$300	\$2,000
		SUBTOTAL	14	29	39	114	60	2	0	40	\$600	\$26,100

LABOR-HOUR ESTIMATE - AMENDMENT #5

Task	Description	Principal Engineer	Project Manager	Project Engineer	Design / Observation	Drafting	PLS	Survey Crew	Clerical	Subconsultant / Supplies	Task Totals
120.01	Bidding through Construction										
120.02	Open Trench										
120.03	Bid advertisement/contractor coordination		1	2	4				1		\$700
120.04	Pre-bid meeting		4	4	4				2		\$1,000
120.05	Bid management (questions and addenda)		1	4	1				4		\$800
120.06	Bid opening and contract award	1	1	4	2				4		\$1,100
120.07	Pre-construction meeting		2	4	4				2		\$1,000
120.08	Construction Management (4 weeks of construction, plus close out)	1	4	24	16				4		\$4,100
120.09	Observation (8 hrs/day, 4 weeks) and Surveying				160		4	16			\$14,900
120.10	Record drawings		2	4	8	8					\$1,700
120.11	CIPP										
120.12	Bid advertisement/contractor coordination		1	1	1				1		\$300
120.13	Pre-bid meeting		4	4	4				2		\$1,000
120.14	Bid management (questions and addenda)		1	2	4				4		\$900
120.15	Bid opening and contract award	1	1	4	2				4		\$1,100
120.16	Pre-construction meeting		2	4	4				2		\$1,000
120.17	Construction Management (8 weeks construction, plus close out)	2	8	40	32				8		\$7,600
120.18	Observation (approx. 350 lf per day, 6 hrs/day)				210						\$16,300
120.19	Record drawings		2	4	16	8					\$2,300
130	Additional Services	5	34	96	472	16	4	16	38	0	\$55,800
130.01	As Requested										
TOTAL PROJECT COST											\$86,900

**CITY COUNCIL
STAFF REPORT**

DATE: March 4, 2008
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: The Lofts at 609 Sherman, Final Plat Approval



DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 1 lot (1 building, 10 unit) residential condominium development.

HISTORY

- a. Applicant: Mike Patano
609 Sherman, LLC
214 Coeur d'Alene Ave.
Coeur d'Alene, ID 83814
- b. Location: North side of Sherman Avenue, between 6th & 7th Streets.

FINANCIAL ANALYSIS

There are no financial matters associated with this development that have any impact on the City or its facilities.

PERFORMANCE ANALYSIS

All condominium units are required to adhere to the CC&R's of record that are recorded with the final plat document. All of the site development issues for the subject property were addressed through the building permit process and have been completed for the subject property.

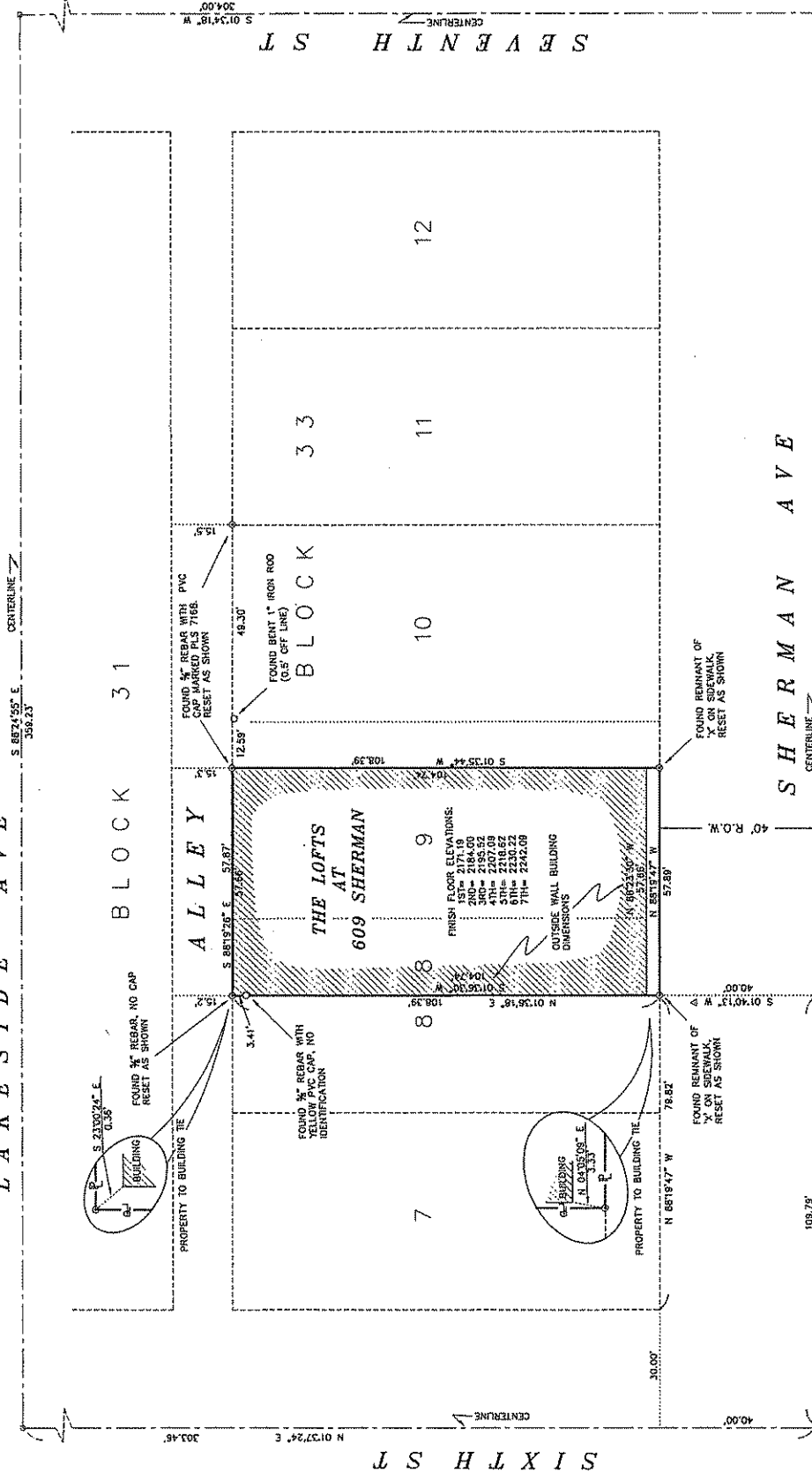
DECISION POINT RECOMMENDATION

1. Approve the final plat document.

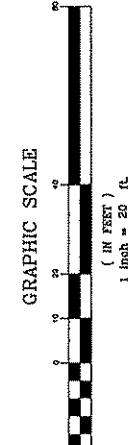
THE LOFTS AT 609 SHERMAN

PORTIONS OF LOT 8 & LOT 9, BLOCK 33, COUR D'ALENE AND KINGS
ADDITION, IN SEC. 13, T.50N., R.4W., B.M.,
CITY OF COUR D'ALENE, KOOTENAI COUNTY, IDAHO

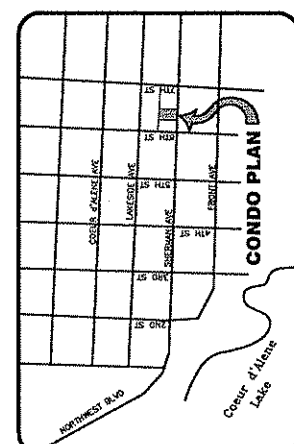
LAKESIDE AVE



- REFERENCES**
- PLAT OF COUR D'ALENE & KINGS ADDITION - BOOK C, PAGE 144
 - RECORD OF SURVEY - BOOK 8, PAGE 39
 - WILLIAM ASHLEY SURVEY OF 1935
 - MFA MAP #15
 - DESCRIPTION OF TN 18888
 - ELEVATION DATUM BASED ON CITY OF COUR D'ALENE DATUM



- LEGEND**
- FOUND SURVEY PINS AS NOTED.
 - FOUND 3" ALUMINUM CAP
 - ⊗ SET PAX WITH DISK MARKED "PLS 5289"



VICINITY MAP

THE LOFTS AT 609 SHERMAN
CONDOMINIUM PLAN
SCALE: 1"=20'
DATE: 8-8-07
DRAWN BY: DWJ
CHECKED BY: PLAT
C336P

FRANK & SHERMAN, PA
Consulting Engineers
460 North 10 Street, Coeur d'Alene, Idaho, 83814
Ph: (208) 838-2117 Fax: (208) 838-2118
RUSSELL G. HONSREKER, P.E. #15289

**CITY COUNCIL
STAFF REPORT**

DATE: March 4, 2008
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Shefoot Subdivision, Final Plat Approval

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Ed Price
Shefoot Investments, LLC
1905 E. Nettleton Gulch Rd.
Coeur d'Alene, ID 83815
- b. Location: East end of Willow Road and Satre Avenue, north of Nettleton Gulch Road.

FINANCIAL ANALYSIS

There are no financial matters associated with this development that have any impact on the City or its facilities.

PERFORMANCE ANALYSIS

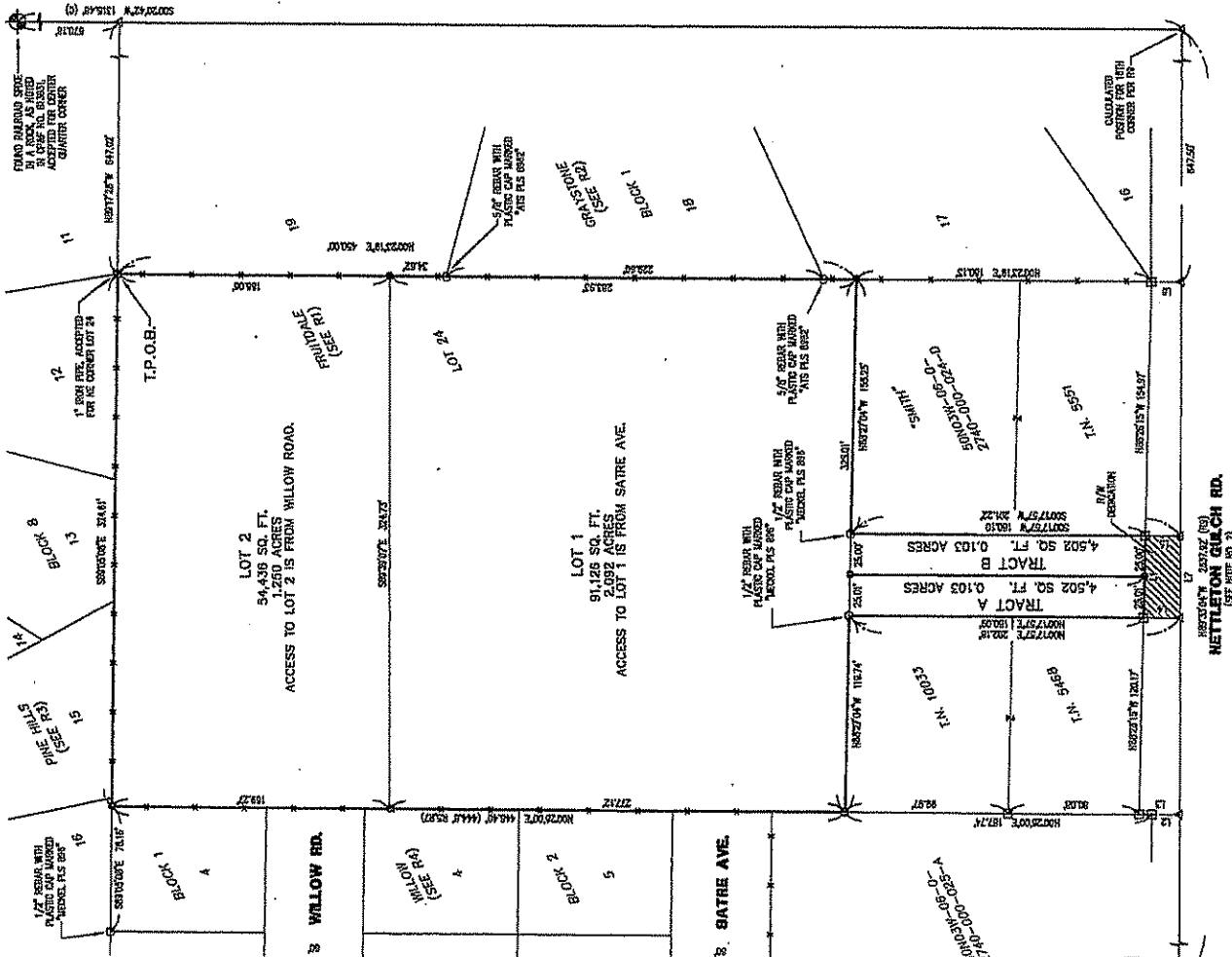
All site development issues for the subject property will be addressed at the time of building permit submittal.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

SHIBBOLT

A REPLAT OF A PORTION OF LOT 24 OF THE PLAT OF FRUITDALE, SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



LEGEND

- FOUND SURVEY INSTRUMENT AS INDICATED
- FOUND 5/8" x 30" REBAR WITH CAP MARKED "116-C PLS 106887"
- CALCULATED SURVEY POSITION
- ▲ SET 5/8" x 30" REBAR WITH CAP MARKED "116-C PLS 106887"
- RECORD BEARING AND/OR DISTANCE. SEE CORRESPONDING REFERENCE NOTE HEREON.
- (N) INDICATES EXISTING CITY LIMITS
- RIGHT OF WAY DEDICATED TO THE PUBLIC

NOTES:

- FOR PLAT SURVEY BOUNDARY ANALYSIS, SEE R10
- THE SOUTHERN BOUNDARY OF THE PLAT OF FRUITDALE IS THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, THE B/W FOR NETTLETON GULCH ROAD IS NOT SPECIFIED ON THE PLAT, WHERE IT IS ADJACENT TO LOT 24 OF FRUITDALE, THE DISTANCE FROM THE SOUTH LINE OF THE EXISTING SURVEY MARKERS TO FEET FROM SAID UNIMPAVED B/W, SINCE THE B/W IS NOT CLEARLY DETERMINED BY THE PLAT OF FRUITDALE, THE BOUNDARY OF THIS PLAT IS SHOWN TO EXTEND ALL THE WAY TO THE 18TH LINE, AND THAT THERE IS NO ADJACENT B/W. THE B/W OF ASPHALT IS BEING DEDICATED TO THE CITY OF COEUR D'ALENE AS PUBLIC B/W.
- TRACTS A AND B ARE NOT RELEASABLE PARCELS

BASIS OF BEARINGS & ELEVATIONS:

THE BASIS OF BEARINGS IS N 02°30'15" W ALONG THE WEST LINE OF GRANITONE SUBDIVISION RECORDED IN BOOK 1 PAGE 492 & 492A.

THE BASIS OF ELEVATION IS ON HAYDEN DAVILA, CITY OF COEUR D'ALENE.

REFERENCES:

- R1 THE PLAT OF FRUITDALE, RECORDED IN BOOK 8 OF PLATS, PAGE 134
- R2 THE PLAT OF GRANITONE, RECORDED IN BOOK 1 OF PLATS, PAGE 492 & 492A
- R3 THE PLAT OF PINE HILLS, RECORDED IN BOOK E OF PLATS, PAGE 218 & 218A
- R4 THE PLAT OF WILLOW SUBDIVISION, RECORDED IN BOOK F OF PLATS, PAGE 5
- R5 WARRANTY DEED, RECORDED OCTOBER 31, 2009, AS INSTRUMENT NO. 1781140 (FOR PAR. NO. 1000 & 1001)
- R6 WARRANTY DEED, RECORDED MAY 3, 1933, AS INSTRUMENT NO. 1308872 (FOR PAR. NO. 1000 & 1001)
- R7 WARRANTY DEED, RECORDED MAY 13, 1978, AS INSTRUMENT NO. 808865, IN BOOK 278 OF DEEDS, PAGE 847 (FOR S (100) OF T/W NO. 7919 - "SOUTH PARCEL") (FOR SOUTHWESTERLY ADJACENT)
- R8 WARRANTY DEED, RECORDED JULY 20, 1989, AS INSTRUMENT NO. 1544823 (FOR SOUTHWESTERLY ADJACENT)
- R9 RECORD OF SURVEY, RECORDED IN BOOK 11 OF SURVEYS, PAGE 80
- R10 RECORD OF SURVEY, RECORDED IN BOOK 24 OF SURVEYS, PAGE 227.



WELCH-COMER
SURVEYING & ENGINEERING, L.L.C.
BOISE, IDAHO

306-551-2722
306-551-2722
306-551-2722

SHEEFOOT

A Portion of Lot 24, Fruitdale, in the SW1/4 of Section 6, T.50N., R.3W., B.M., City of Coeur d'Alene, Kootenai County, ID.

1 OF 2

LINE	DATE	REVISION	REVISION
1	11/20/2010	5010	
2	11/20/2010	5010	
3	11/20/2010	5010	
4	11/20/2010	5010	
5	11/20/2010	5010	
6	11/20/2010	5010	
7	11/20/2010	5010	

FOUND A "D" DANGER BEARS CAP ADJUSTED FOR 18TH CORNER

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 01-09-08
Department Name / Employee Name / Date

Request made by: Ruthanne Warren
Name / Phone
23650 NE Twinberry Way Redmond WA 98053
Address

The request is for: Repurchase of Lot(s) 3 @ 125 = \$375.00
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 101, 111, 121, _____, _____, _____. Block: A Section: Riverview

Lot(s) are located in Forest Cemetery Forest Cemetery Annex (Riverview).

Copy of Deed or Certificate of Sale must be attached.
Person making request is Owner / Executor* / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ N/A) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
DONALD E OR RUTHANN WARREN
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 125- per lot.
RDE 2/15/08
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / No.
- Person making request is authorized to execute the claim: [Signature] 2/20/08
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

Susan K. Weathers 2/20/08
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / Yes / No
Cemetery copy filed / ; original and support documents returned to City Clerk /

Cemetery Supervisor's Signature Date

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



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES DEPARTMENT

CITY HALL, 710 E. MULLAN COEUR D'ALENE, IDAHO 83816-3964 208760 2220 kellylow@couid.org

FILM PRODUCTION PERMIT APPLICATION

Date Submitted : 2-13-08 11:15 more info to come Page 1

Information Requested	Complete in spaces below
Business Name:	IMPRO - INDEPENDENT MEDIA PROFESSIONALS
Address:	319 W 2nd AVE. SPOKANE, WA 99201
Telephone No.	509-340-3554 509-340-3554
Cell Phone No.	509-294-3227
E-Mail Address:	jeffg@impro.biz cell 509-468-4291
Applicant name(s) or Agent of Record	JEFF GUSTAFSON
Title	Director
Local Contact Person	SAME
Address	SAME
Telephone /Cell	SAME
Description of Nature of film and filming activity	30 SHOT SIDEWALK INTERVIEWS WITH ONE HAND HELD CAMERA AND ONE INTERVIEWER WITH (1) MICROPHONE CONNECTED DIRECTLY TO CAMERA

ANNOUNCEMENTS

Memo to Council

DATE: February 26, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointments and reappointments are presented for your consideration for the March 4th Council Meeting:

KELLY OSTROM (Reappointment)
DIXIE REID (Appointment)

PERSONNEL APPEALS BOARD
PERSONNEL APPEALS BOARD

MAC CAVASAR (Reappointment)
KIRSTEN POMERANTZ (Appointment)

PED/BIKE COMMITTEE
PED/BIKE COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Pam MacDonald, Personnel Appeals Board Liaison
Monte McCully, Ped/Bike Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

February 25, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers
Council Member Al Hassell

STAFF PRESENT

Warren Wilson, Chief Deputy City Attorney
Christopher Bates, Project Manager
John Stamsos, Senior Planner
Gordon Dobler, Engineering Svcs Dir.
Terry Pickel, Asst. Water Supt.
Wendy Gabriel, City Administrator
Jon Ingalls, Deputy City Administrator
Dave Yadon, Planning Director
Amy Ferguson, Committee Liaison

Item 1 Agreement for Professional Engineering Services with J.U.B. Engineers, Inc. – Request for Approval of Amendment No. 5

Consent Calendar

Jim Dunn, Wastewater Project Manager, presented a request that Council authorize staff to amend the agreement with J.U.B. Engineers, Inc. for professional engineering services associated with collection system development and rehabilitation at a cost not to exceed \$86,900.00. Mr. Dunn explained that the amendment would include (1) CIPP/Open Trench Sewer Rehabilitation, (2) GIS Upgrades, and (3) pursuing corrective actions of the inflow sources identified in past years. The estimated construction costs for the project would be approximately \$460,000.00. Mr. Dunn clarified that J.U.B. would oversee the project and provide inspections on the construction work. In response to a question from Councilman McEvers, Mr. Dunn also clarified that CIPP (Cured in Place Pipe) entails entering the manhole and lining the pipe, which is all done underground. Open Trench pipe replacement requires excavation and is performed when a pipe is small and is not laid in a straight line. When the pipe is excavated, it is replaced with a larger 8" pipe.

Councilman Kennedy asked if there was a requirement to put this project out to bid. Mr. Wilson, Chief Deputy City Attorney, stated that it was not necessary to put the project out to bid since it is an extension of J.U.B.'s contract already in existence.

Councilman Hassell recused himself for the reason that his son works for J.U.B. Engineers.

MOTION by Kennedy, seconded by McEvers, to RECOMMEND City Council approval of Resolution No. 08-011 authorizing Amendment No. 5 to the agreement with J.U.B. Engineers, Inc. for professional engineering services associated with collection system development and rehabilitation at a cost not to exceed \$86,900.00. Motion carried.

Item 2 RCA-4-08 – (Best Hills Meadows)

John Stamsos, Senior Planner, presented a request to consider annexation of a +/- 114 acre parcel east of and adjacent to Best Hills Meadows Subdivision. Councilman Hassell explained that although this is not a public hearing, he would allow public testimony. Mr. Stamsos reviewed his staff report, which

consisted of general information about the site, a performance analysis and how the parcel fits in with the 2007 Comprehensive Plan, a review of public facilities, including Sewer, Water, Streets, Parks, Fire, and Police, and any physical constraints on the property. He further stated that a portion of the area of request is in the 100 year flood plain of Nettleton Gulch Creek, and the hillside portion of the subject property has extremely steep slopes with an average slope of 25%. The property is also within the Coeur d'Alene Area of City Impact boundary and is contiguous with City limits. The property directly abuts residentially developed property and could be considered orderly growth. In regard to the 2007 Comprehensive Plan, portions of the property are in the Transition and Urban Reserve land use designations and the Northwest Hillside land use district. Mr. Stamos explained that a proposed condition would be that the developer meet Water Department design criteria for storage tank sizing, minimum pressure and placing mains in streets.

Councilman McEvers asked Mr. Dobler if you can build in the flood plain. Mr. Dobler explained that you can, but you have to meet strict requirements for elevations of first floor, number of openings, water proofing, etc. In regard to streets, Mr. Dobler explained that streets don't have to be specially designed for flood zones. They would most likely require culverts that would pass underneath the road. Other issues that will need to be resolved would be in regard to slopes, slope stability, and stormwater.

Councilman Hassell asked about snow collection. Mr. Dobler stated that they would need to provide adequate shoulders and some area for snow storage. He further stated that since they would be private streets, the council should expect some deviations to the requirements as a solution.

Councilman Kennedy asked about access to the property through only one public street – Best Avenue. Deputy Fire Chief Glenn Lauper stated that assuming grades cannot exceed 8%, the streets would need to be at least 36' wide. They want to be able to evacuate people and provide adequate fire protection. In regard to Armstrong Park, Deputy Chief Lauper stated that they get called all the time to help with disputes regarding parking up there and that there is only one way in and one way out. They would recommend that Council avoid those situations in the future.

In regard to water services, Assistant Superintendent Terry Pickel stated that they have a good feed on Best Avenue but they are also looking at almost 500 feet in elevation. This would require four or five pressures zones separated by pressure reducing valves in that area and they also want to make sure the tank size is adequate.

Walt Haneke, representing Halco, LLC, stated that in regard to the flood plain, they have submitted considerable information to the city and to FEMA to show how the flood plain can be mitigated. They would also work with the Corp of Engineers on the wetlands and comply with all agency requirements.

In regard to water service, Mr. Haneke stated that the location of the reservoir would be dependent on the highest elevation home that they propose, and then whatever the city Water Department may want to augment areas beyond their area of impact. They would work with the city to assist in making something that works not only for them, but also for future development.

In regard to sewer service, Mr. Haneke stated that it is his understanding that the city would like to continue sewer on up through the Nettleton Gulch area to eliminate drain fields that are currently being used and to allow for future expansion. The annexation of the property and continuation of the sewer would be a huge benefit for future expansion and growth of the city.

In regard to roads, Mr. Haneke stated that they will comply with all of the requirements set by the city. He further stated that there are two other access points besides Best Avenue that already exist. Easements

are available for emergency ingress and egress. In addition, they will add fire hydrants to make it easier to fight fires. They will work with the city to minimize cut slopes and fill slopes.

Mr. Haneke stated that the project has not been designed yet and this is the first step. He further stated that the people that are involved in this project have built in other jurisdictions on hillsides and would be pleased to offer the opportunity to go look at those.

Councilman McEvers asked about CCR's on certain parts of the property. Mr. Haneke stated that they would have to comply with whatever is already on that property.

Jeff Coulter, 2692 E. Nettleton, stated that there are a lot of issues with regard to this project. He expressed concern regarding what would happen on properties surrounding the proposed annexation and wondered if the flood mitigation on the proposed property would act like a dam and cause problems upstream. He also passed out information regarding the Supreme Court's ruling on the protective covenants.

Chief Deputy City Attorney Warren Wilson commented that in regard to CCR's, it is not something that the city would enforce. It is a private concern and it is up to the homeowners association to enforce those. Mr. Coulter stated that the city needs to consider the fact that the CCR's are in place. Nettleton Gulch is one of the most stable neighborhoods in the City of Coeur d'Alene and the CCR's were put in place to protect that.

Councilman Kennedy asked about the Yellowstone pipeline issue. Mr. Coulter stated that there have been two times when it has actually been ruptured and caused serious problems.

Jena Hayenga, 2458 Nettleton Gulch Road, stated that she is a homeowner in Nettleton Gulch and is married to Dave Patzer. She asked what the public stands to gain from allowing the developer to bend the rules and build on Best Hill. The people of Nettleton Gulch have put their homes and livelihoods on the line to protect this area, and she further stated that Armstrong Park is an eyesore and a situation where the city is probably embarrassed for allowing that to occur. Ms. Hayenga further stated that the city could say "No" to the developer today and they could still build on the property without bending the rules through PUD's and annexation.

Jim Bloxam, 3762 N. Wyatt, stated that he was the first person to buy in Nettleton Estates. There is verbiage in the covenants that talks about what the purpose of the access road is. It was to access the original 10 parcels and not to access a large subdivision. It is a private easement across his property and he pays the taxes on that land.

Bill Radobenko stated that he is a managing member of Moreco, and that it is a challenging piece of property. He doesn't think they can get more than 40 sites on the whole piece of land. In regard to retaining walls, Mr. Radobenko stated that they are not an issue because they are not economically feasible. He further explained that the benefits to the city are that water issues in this section of town can possibly be resolved. In regard to sewer, they have already purchased the easement and built the sewer extension line. Mr. Radobenko also stated that the new annexation process is uncomfortable for them and he thinks that public testimony right now is premature. In the new process they don't have the opportunity to address the issues as pointed out by the staff report. He requested that they be allowed to move forward and work on the design to see if they can come up with a layout that is beneficial to the people of Coeur d'Alene. Councilman Hassell explained that the new process does not short circuit the old process at all. It just gives the council a chance to look at the project a little bit earlier.

Councilman McEvers asked if the developer has met with the Nettleton neighbors. Mr. Radobenko stated that they have and he thinks they could come to some common ground once they have a design. It is the unknown that bothers everyone.

Councilman Kennedy stated that he has not heard from anyone that there is any interest in building more on the hillsides at all and asked Mr. Radobenko to respond to that. Mr. Radobenko stated that he would disagree that the citizens in the community don't have an interest in that there are a lot of people who would like to live on the hillside. Benefits to the city would possibly include a new park, helping to connect the sewer where it needs to go eventually, and enhancing water availability in this quadrant of the city.

Mr. Hanneke responded to Mr. Coulter's comments regarding the flood plain and stated that anything that would allow the flood plain to go upstream would absolutely not be done. It would not be allowed by FEMA.

MOTION: Motion by Councilman Kennedy, seconded by Councilman McEvers, to recommend that Council deny the applicant's Request to Consider Annexation.

DISCUSSION: Councilman McEvers stated that he does not want to see the hills go away and that he does not want to see any more houses on the hills as long as he sits in office.

Councilman Kennedy stated that he doesn't think the interest is there. When he was running for City Council two years ago one of the core concerns was to not let this area become like Lake Tahoe with building in the hills and obscuring view sheds. He believes that people would buy the homes, but sees issues down the line. He would rather stay out of the flood plains, but would be willing to look at new information if it was brought to him.

Councilman Hassell stated that he agrees and that, if anything, it is premature. There are too many potential engineering and city problems up there. A good example is Armstrong Hill. He sees the proposed annexation as being another potential for problems. At the present time, he does not see an overriding reason why this should go forward.

Motion carried.

The meeting adjourned at 5:17 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

FROM: JOHN J. STAMSOS, SENIOR PLANNER
DATE: FEBRUARY 25, 2008
SUBJECT: RCA-4-08 – REQUEST TO CONSIDER ANNEXATION
LOCATION: +/- 114 ACRE PARCEL EAST OF AND ADJACENT TO BEST HILLS MEADOWS
SUBDIVISION

DECISION POINT:

Halko, LLC is requesting approval of a Request to Consider Annexation of a +/- 114 acre parcel into the City of Coeur d'Alene.

1. GENERAL SITE INFORMATION:

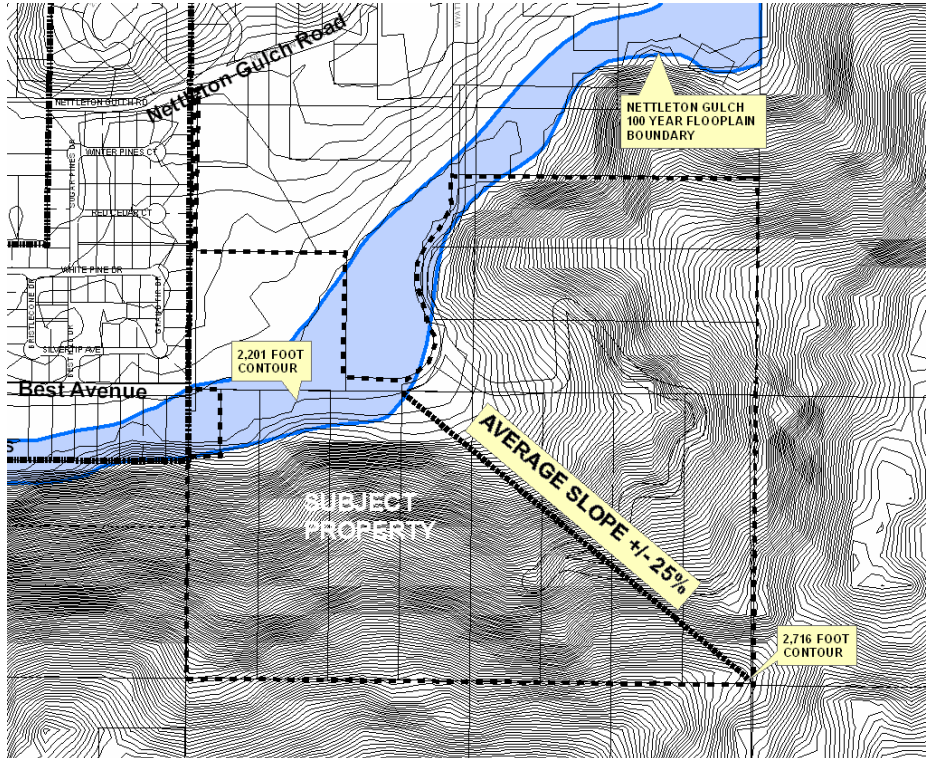
A. The Site:

The subject property is predominately undeveloped vacant land with one single-family dwelling adjacent to Best Hills Meadows subdivision.



B. Physical Constraints:

A portion of the area of request is in the 100 year flood plain of Nettleton Gulch Creek. Development in a flood zone is strictly regulated by City code. Our Floodplain ordinance adheres to all FEMA requirements so that property owners will be eligible for flood insurance. The hillside portion of the subject property has extremely steep slopes with an average slope of 25%. There are some areas, however, that are much steeper than this. As such, the Hillside Overlay will apply to a major portion of the property.



2. BASIC LEGAL THRESHOLDS:

A. Area of City Impact:

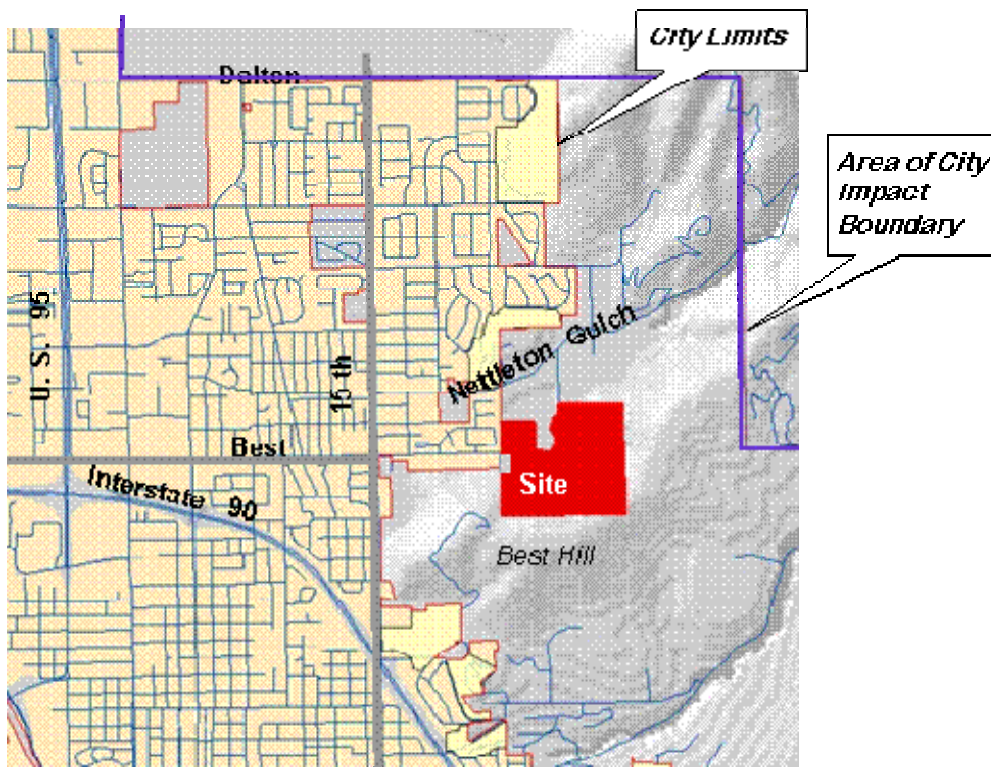
The subject property is within the Coeur d'Alene Area of City Impact boundary.

B. Contiguity with City Boundary:

The subject property is contiguous with City limits along the west property line of the subject property.

C. Orderly Growth:

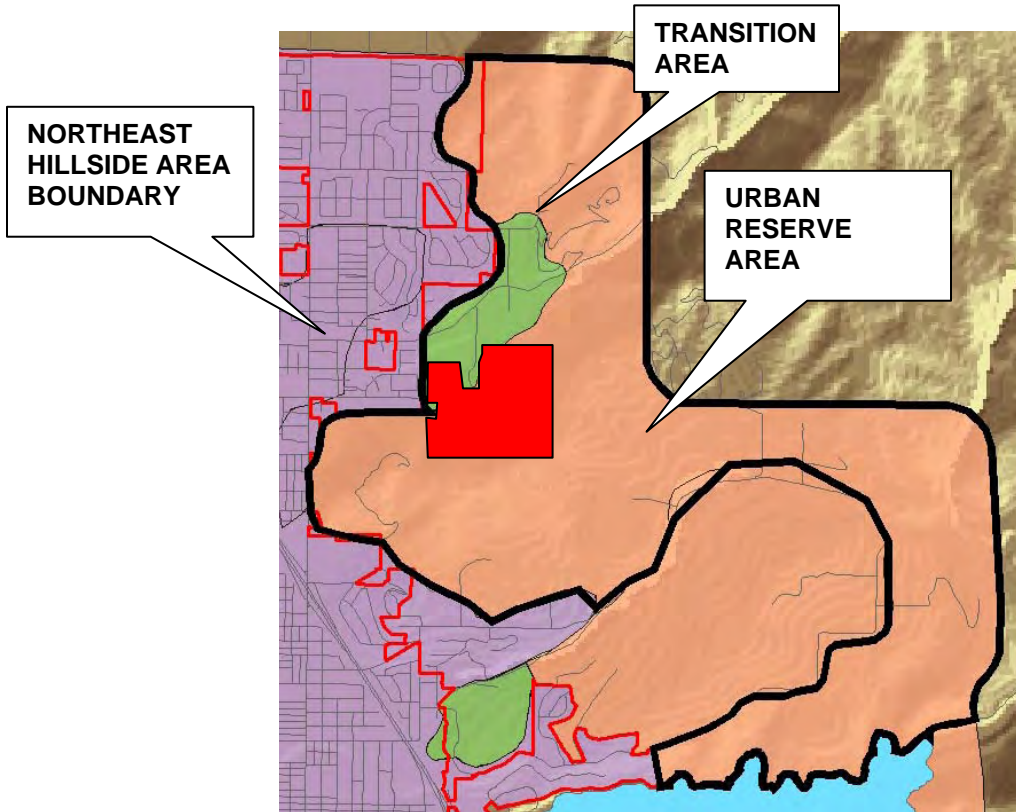
As noted above, the subject property is contiguous with City limits and directly abuts residentially developed property within the City and is not a "leap frog" development. This annexation, if completed as requested, would isolate a pocket of property that would remain under county jurisdiction. Some portion of the subject property is subject to restrictive covenants that will allow no more than one home/lot per two acres. The closest City zoning district, R-1, allows roughly one home per acre.



3. BASIC PLANNING CONSIDERATIONS:

A. **2007 Comprehensive Plan:**

Portions of the subject property are in Transition and Urban Reserve land use designations and the Northwest Hillside land use district. Portions of the Hillside Landmarks Special Area (2007 Comprehensive Plan page 34) may also be relevant.



Transition Area:

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

Urban Reserve:

These areas represent lower priorities for city growth due to natural constraints such as topography, soils, and wetlands. They also have city service constraints such as water, sewer, and police and fire protection.

Northeast Hillside:

This location contains the highest elevations, steepest topography, and sparsest population of any region in the Area of City Impact (ACI). This district is also part of the Hillside Special Area identified in this Comprehensive Plan and is within a vicinity that has significant physical constraints such as steep slopes, unstable and erodible soils, and the Nettleton Gulch flood plain that all make development difficult.

Development of the Northeast Hillside area should reflect careful consideration to ensure preservation of views and vistas with public open space encouraged.

This area is generally envisioned to be sparsely developed with preservation of its natural vegetation, views and vistas, and open space being the main priority. Where development occurs, it will be lower density residential.

The characteristics of Northeast Hillside neighborhoods will be:

- That overall density in this area will be approximately one dwelling unit per five acres (1:5). However, in any given development, higher densities up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- As the area grows, parcels not suitable for development should be preserved for open space through conservation easements, clustering and acquisitions, etc.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

4. BASIC SERVICE CONSIDERATIONS:

A. Water:

There should be adequate water from the 12 inch main at the end of Best Ave. to service the subject property with some possible to the north and west to provide fire flow and redundancy. However, portions of the property are above the maximum service elevation, which will require the creation of at least one, and possibly several, new pressure zones. The new zone(s) will require booster stations, a storage tank and possibly pressure reducing valves/stations. There are considerable operational and maintenance costs for pressure zones. In order to share the Operational and Maintenance costs among the affected residents, we do not like to have new pressure zones serving fewer than 100 houses. Some critical design elements for hillside development are:

- Minimum allowable static pressure at the customer side of the meter is 60 psi.
- Mains need to follow streets and not be run "cross country."
- The tank will need to be sized for fire flow plus equalization with 50% left in reserve. In other words, double the fire flow + equalization = required tank size. Storage should be sized for anticipated future development within the potential pressure zone boundaries.

B. Storm water:

Storm water conveyance and treatment in hillside developments is substantially different and more problematic than our standards over the aquifer. Because of steeper road grades and no capability for infiltration, storm water from roads must be conveyed to central locations for treatment and then discharged into existing natural drainage channels. This necessitates the formation of homeowners associations to maintain the centralized swales. Also, building sites must be carefully designed to prevent concentration or increase of runoff to adjacent properties. Drainage from slopes for building pads can also be problematic. Design of these slopes must be done so as not to create runoff to adjacent properties.

C. Streets:

Current public street standards for residential streets include:

- All streets must be curbed with concrete sidewalks on both sides.
- Streets must be at least 36 feet wide.
- Street grade cannot exceed 8%.
- Cul-de-Sacs cannot exceed 400 feet in length and provide a minimum radius of 50 feet.

The City code provides for minor deviations to public street standards if the City Engineer can attest to their adequacy and if the Planning Commission approves such deviations. The Zoning code also allows for the Planning Commission to approve major deviations to these requirements through an approved Planned Unit Development. With the proposed annexation in a hillside area it is very likely that the developers will request deviations to the street standards and/or private streets through the PUD process. There are currently no requirements in the code for private streets. Roadway widths and grades, at a minimum meet fire code requirements and are typically discussed with staff and approved through the PUD process.

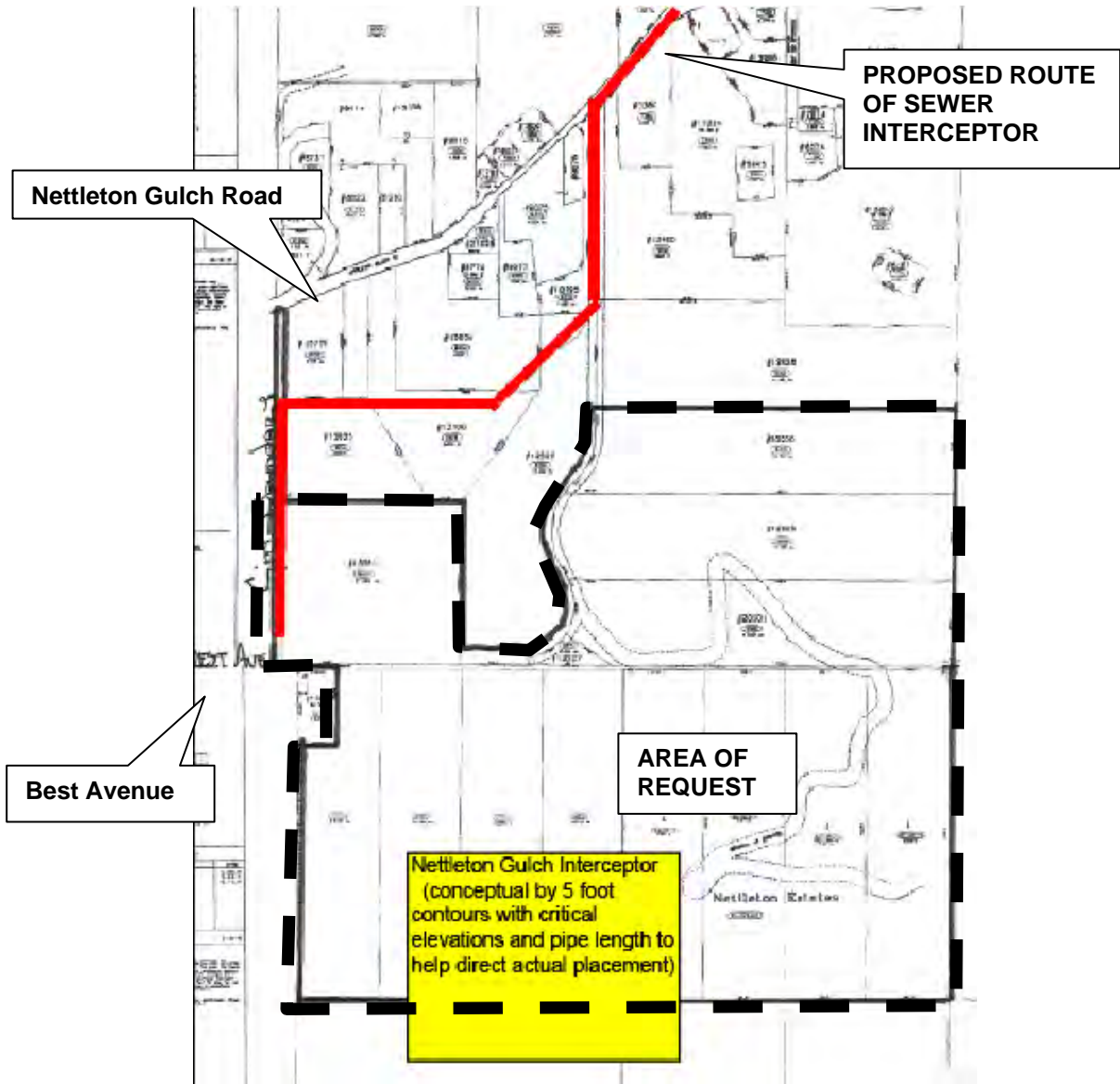
Maintenance of the private streets is provided by the adjacent property owners/ home owner's association and includes plowing, paving, cleaning, etc. The City does not regulate traffic issues (signing, striping, speed limits, parking, etc.) or encroachments, street cuts, road closures, etc. However, there can be advantages in specific cases that may justify deviations to the standards.

Streets in hillside areas generally have cut and fill slopes. While the Hillside ordinance provides design guidelines, it does not limit how many or where they are allowed. Also maintenance of the roadway slopes is an issue. If the street is private, it can be difficult to enforce maintenance or repair while public streets on hillsides place additional burdens on our resources. Retaining walls can be used to minimize slope height and visual impacts and reduce maintenance requirements but they add cost to development.

Finally, this property is accessed by only one public street, Best Avenue. The International Fire Code requires that any development over 30 units have a second access. Therefore a second access would have to be developed.

D. Sewer:

The subject property contains an existing sewer extension along its western border that is ready for connection. In addition, the sewer master plan calls for the Nettleton Gulch Interceptor to be routed through the subject property as depicted below. If this property is annexed and developed, the developer will need to construct the Nettleton Gulch Interceptor through the subject property as established in the sewer master plan. Portions of the subject property are within a flood plain which will require special design considerations, such as a bolt down water tight lid, to keep the wastewater and flood waters separate.



E. Parks:

The City's Parks and Recreation Master Plan sets goals for open space and park development including protecting and enhancing the urban forest, acquisition and development of new parks, and improved trail connections. The Parks and Recreation Master Plan states that the acquisition of new park property is a high priority and identifies the importance of protecting view sheds especially on hillsides or slopes. Trail connectivity is also of great value to our citizens. The Parks and Recreation Master Plan states that residents would like to see an enhanced trail network. Evaluating the potential to connect to the USFS land near Canfield Mountain and the Class II and III trails on 15th Street and in Nettleton Gulch as well as a proposed Class II trail on Best Avenue should not be overlooked in this request.

F. Fire:

This property would be included in the wild land urban interface area and be subject to concerns of 2 way egress and road slopes for Fire department apparatus. Any portion of this project that exceeds 2.5 miles from Fire department station #1 with building heights exceeding 35 feet will affect future ISO ratings. Specific fire department issues such as water supply, hydrants and access will need to be addressed at the appropriate time upon additional information required.

G. Police:

Our areas of concern deal with the amount residents that will be added to our area and population for each of these annexations. With the likelihood of additional residents our call volume would increase which typically means our manpower needs will be affected. We also have a response time issue if the manning needs aren't met as our community continues to grow. These concerns are universal when we add more space to the City.

5. PROPOSED CONDITIONS:

- A. Meet Water Department design criteria for storage tank sizing, minimum pressure and placing mains in streets.

ACTION ALTERNATIVES:

The Public Works Committee must make a recommendation to be forwarded to the City Council to either consider annexing the subject property to the City of Coeur d'Alene, with or without conditions, or not consider annexing the subject property to the City of Coeur d'Alene.

PUBLIC HEARINGS

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: January 17, 2008

From: Glenn Lauper, Deputy Fire Chief

Re: Proposed changes in the fire department fee schedule

DECISION POINT: The fire department established a fee schedule for issuing permits based upon the 2003 International Fire Code (IFC) under section 104.2. The fire department currently performs services for the public, developers and contractors in order to obtain operational and construction permits. This new fee schedule accurately reflects the current cost of performing these services for new construction and operational issues such as burning permits.

HISTORY: The city recently adopted the 2006 edition of the IFC and the International Building Code (IBC). These codes are enforced uniformly and serve as the standard for building construction and fire safety maintenance. The purpose of establishing (updating) fees for fire safety inspections has been to supplement the general fund resources and have growth pay for new construction services and demands.

FINANCIAL ANALYSIS: These fees reflect the results of a comprehensive study of cost analysis and examples of recent construction projects examples. This fee schedule has also been reviewed by and accepted by the Government Issues Committee of the North Idaho Building Contractors Association (NIBCA) (See attached letter 1/14/08). In addition, I presented a synopsis of this fee schedule to the Joint Government Issues Committee of the NIBCA on 1/15/08.

QUALITY OF LIFE ANALYSIS: Fire safety begins with a clear understanding of the developer's vision and documented communication between the developers and city staff throughout the project. Fire safety is obtained through uniform interpretation, enforcement and maintenance inspections of fire code requirements.

DECISION POINT/RECOMMENDATION: Have the mayor and council adopt the proposed fire department fee schedule.

Proposed 2008 Fire Department Fee Schedule with changes

Fire Code Plan Review:

Commercial and Multi-Family
15% of the Bldg Permit Fee if less than \$1,000,000 valuation
10% of the Bldg Permit Fee if more than \$1,000,000 and less than \$35,000,000 valuation
5% of the Bldg Permit Fee if more than \$35,000,000 valuation
Changed from 15% of BPF with a \$500 max

Fire System Plan Review:

Fire Sprinkler/Underground/Standpipe Systems – new/alterations

Plan Review \$4.00 per sprinkler head – \$50 minimum (or which ever is greater)
(Includes the plan review and inspections)
Changed from \$100 flat fee

Fire Alarm System – new/alterations

Plan Review \$4.00 per device - \$50 minimum (or which ever is greater)
(Includes the plan review and one inspection)
Each Additional Inspection \$50 per hour, minimum one hour charge
Changed from \$100 flat fee

Commercial Hood:

Plan Review \$50 minimum or 5% of value of the Hood Suppression Unit, whichever is greater. (plan review and one final inspection)
Changed from \$100 flat fee

Fire Pumps:

Review and one Inspection \$100
No change

Inspections:

Failure to Cancel a Scheduled Inspection (Double Inspection Fee) \$100
Inspections Required by Outside Agency \$50 per hour
Failure to Obtain Permit Double Permit Fee
These are new

Fireworks Permits:

Inspection of Retail Sales Booth \$100
Permit for Public Display, Use of Pyrotechnics \$50

No change

Flammable Liquid Storage Tanks:

Permit for Installation review inspection)	\$150 (includes plan and one
Permit for Removal/Abandonment/Disposal <i>Changed from \$50</i>	\$50/hr

Blasting Permit:

Permit for Single Detonation	\$100
Permit for Multiple Detonations	\$200
Inspections/Monitoring	\$50/site visit
<i>No change</i>	

Burn Permits:

Bonfire/Construction Warming Fire	\$25
Yard Waste 10 day	\$2
Slash Pile	
3 day	\$50
7 day	\$100
<i>No change</i>	

Temporary Membranes, Tents, Canopies:

Single Unit for duration of event	\$50
Multiple Units for duration of event	\$100
<i>No change</i>	



North Idaho Building Contractors Association

1928 N. 4th Street, Coeur d'Alene, ID 83814
Phone: (208) 765-5518 Fax: (208) 765-5519
Web site: www.nibca.com Email: info@nibca.com

January 14, 2008

Glenn W. Lauper, Deputy Chief
City of Coeur d'Alene Fire Department
320 Foster Avenue
Coeur d'Alene, ID 83814

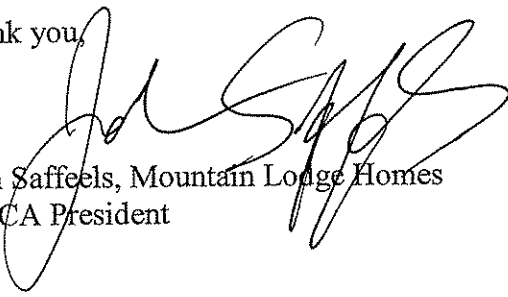
RE: Proposed City of Coeur d'Alene Fire Department Fee Schedule

Dear Glenn,

The NIBCA Government Issues Committee brought the January 7, 2008, revised Fire Department fee schedule to the NIBCA Board of Directors during the Leadership's 2008 Plan Day, and I am pleased to notify you that the proposed fees were unanimously accepted.

We have appreciated the opportunity to work with you developing the revisions, and we look forward to future round-table discussions between the City's Fire Department and our building industry representatives.

Thank you,


John Saffeels, Mountain Lodge Homes
NIBCA President

RESOLUTION NO. 08-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING AND AMENDING VARIOUS FIRE DEPARTMENT FEES.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to various Fire Department fees are necessary, all as set forth below in this Resolution; and

WHEREAS, the City Council is authorized to establish and adjust these fees by Resolution; and

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Legal Department, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the fee adjustments be adopted; NOW, THEREFORE,

BE IT RESOLVED, that effective March 5, 2008, the following amended fees will be in effect:

Fire Code Plan Review:

Commercial and Multi-Family
15% of the Bldg Permit Fee if less than \$1,000,000 valuation
10% of the Bldg Permit Fee if more than \$1,000,000 and less than \$35,000,000 valuation
5% of the Bldg Permit Fee if more than \$35,000,000 valuation
Changed from 15% of BPF with a \$500 max

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Plan Review \$50 minimum or 5% of value of the Hood Suppression Unit, whichever is greater. (plan review and one final inspection)

Changed from \$100 flat fee

Inspections:

Failure to Cancel a Scheduled Inspection (Double Inspection Fee)	\$100
Inspections Required by Outside Agency	\$50 per hour
Failure to Obtain Permit	Double Permit Fee

New Fee

Flammable Liquid Storage Tanks:

Permit for Installation	\$150 (includes plan review and one inspection)
Permit for Removal/Abandonment/Disposal	\$50/hr

Changed from \$50

DATED this 4th day of March, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY	Voted _____
COUNCIL MEMBER GOODLANDER	Voted _____
COUNCIL MEMBER HASSELL	Voted _____
COUNCIL MEMBER BRUNING	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____

_____ was absent. Motion _____