

Coeur d'Alene

CITY COUNCIL MEETING

March 6, 2012

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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



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

From: Denny Davis, Chair, LCDC Board of Directors
Tony Berns, LCDC Executive Director

Re: Lake City Development Corporation 2011 Annual Report

In accordance with annual reporting provisions of the Idaho code (Title 50, Chapter 20), we are pleased to present the following report of the Lake City Development Corporation's (LCDC) activities for the period January 1, 2011 through December 31, 2011. Included in this packet is a fiscal year-end 2011 financial statement setting forth LCDC's assets, liabilities, income and operating expenses.

2011 Overview

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

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

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

LCDC Strategic (long-term) Goal Foci

(goals are listed in no specific order of importance)

- **Education:**
 - Facilitate the creation of the **Education Corridor** in partnership with the City, UI, NIC, LCSC, Fort Ground Neighborhood, and other community stakeholders.
 - Including possible LCDC partnership efforts focused on the **“Four Corner Area”** (area of Government Way, Northwest Blvd. & Mullan Avenue).
 - **Student Housing:** per ZGF Strategic Plan, “LCDC should work closely with both NIC and UI to evaluate the current housing situation and quantify future needs and types” throughout the Lake District.
 - Help to support the success of the downtown neighborhood-oriented **Sorenson Magnet School** by providing capital funding for appropriate building improvements.
 - Help to support the long-term viability of **Winton Elementary School**.

- **Workforce Housing:**
 - LCDC will play a key support role in helping the City achieve its vision for workforce housing in the community, by pursuing workforce opportunities in both the Lake and River Districts.
 - **Midtown:** LCDC / IHFA (Idaho Housing & Finance Association) workforce housing project.
 - **Downtown:** per ZGF Strategic Plan, “LCDC should explore formal and informal partnerships with local housing agencies, such as IHFA, to support the development of new affordable housing units”.

- **Public Space: Create New & Enhance Existing Public Space:**
 - Help to implement the City Council approved **McEuen Park Plan**.
 - Front Street re-design included in planning efforts.
 - Partner with **Education Corridor** stakeholders to identify and develop public space opportunities within the Education Corridor area.
 - **Four Corner Area** should be explored for public space opportunities.
 - LCDC will partner with stakeholders to encourage **connectivity** of existing and new public space.
 - LCDC will continue efforts to secure long-term public access to the lake and river waterfronts (**e.g. Mill River (Johnson) Park**) and continue to leverage public funds to create new public parks (**e.g. Riverstone Park**).
 - **Winton Park** – partner with City to define the park’s long-term community role.
 - **Sherman Park** - partner with City and Downtown Association on potential acquisition of this space as a permanent pocket park.

- Continuing Commitments:
 - Continued support of the CDA Public **Library** partnership (\$250,000 contribution to capital costs; service \$900,000 site acquisition debt obligation).
 - Partnership funding for the **Kroc Community Center**; \$500,000 pledge towards long-term public improvements.
 - Continue LCDC partnership with the North Idaho Centennial Trail Foundation's "**Prairie Trail**" bike/pedestrian trail initiative (Note: LCDC loaned Foundation \$2.5 million to acquire old Union Pacific RR right of way).
 - Continue dialogue with pertinent stakeholders regarding possible railroad right-of-way property acquisitions.

- **Job Creation & Retention:**
 - Continue partnership efforts to facilitate job creation and job retention.

- **Public Parking:**
 - LCDC, in partnership with the City and the Downtown Association, will help to rationalize and plan for a downtown mixed use structured parking facility, and help in rationalizing overall parking needs for the Central Business District (CBD), Education Corridor and Kootenai County campus areas.

- **Midtown Vitalization:**
 - LCDC will partner with the City, Midtown property owners, Midtown businesses, and Midtown stakeholders on opportunities to enhance the vitality of the Midtown area.

- **Downtown Vitalization:**
 - LCDC will partner with the City, Downtown property owners, the Downtown Association, and Downtown stakeholders on continued economic support to enhance the vitality of the Downtown (e.g. establishment of viable downtown pocket parks, LID partnership endeavors where appropriate).
 - LCDC will seek to partner with the City regarding efforts involving building code review pertaining to renovation of older downtown buildings.

Following are the LCDC Board's fiscal year 2011 (FY11) and fiscal year 2012 (FY12) annual tactical goals designed to help achieve the aforementioned longer-term LCDC strategic goals.

“Status” Key: **Green** = goal is on track for achievement;
Yellow = goal is in danger of not being achieved;
Red = goal will not be achieved during the fiscal year;
Blue = timeline for goal was rolled over into the next fiscal year.

FY11 LCDC Board Goals - Both Districts				
Theme	Committee Responsible		District / Success Measures	Status
Public Space	Ad hoc (BJ, DG, AH)	1)	Lake: new 2010 McEuen Field Plan: construction of improvements initiated	rolled
	Acquisition	2)	LCDC: acq. and planning re. abandoned RR r-o-ws from Ed. Corr. to Huetter Rd.	green
Communication	Communication	1)	LCDC: community leaders / stakeholders invited regularly to Board meetings	green
		2)	LCDC: communication strategy: continued implementation	green
		3)	LCDC: 1 (stretch 2) ULI-Idaho forums held in CDA in FY11	green
Education Corridor	Ad hoc (CN, JE, SH, DD)		Lake: Ed. Corr. 2010 Infrastructure Plan: construction of improvements initiated	green
Finance	Finance		LCDC: continue frequent review of district economic forecasting models	green
Parking	Parking	1)	Lake: land assemblage for future mix-use parking structure continued	green
		2)	Lake: parking needs rationalized for CBD, County campus and Ed. Corr. areas	rolled
Work Force Housing	Housing	1)	LCDC: workforce housing project opportunities identified (IHFA & private sector)	green
		2)	Lake: Midtown Disposition & Development Agreement with IHFA completed	rolled

FY12 LCDC Board Goals - Both Districts				
Theme	Committee Responsible		District / Success Measures	Status
Public Space	Ad hoc: BJ, DG, AH	1)	Lake: McEuen Park Plan: construction of city approved improvements initiated	green
	Acquisition	2)	LCDC: acq. and planning re. abandoned RR r-o-ws from Ed. Corr. to Huetter Rd.	green
	Ad hoc: JE, BJ, DP, AH	3)	Lake: Four Corners public space opportunities explored	green
Communication	Communication	1)	LCDC: community leaders / stakeholders invited regularly to Board meetings	green
		2)	LCDC: communication strategy: continued implementation	green
		3)	LCDC: 1 (stretch 2) ULI-Idaho programs held in CDA in FY12	green
Education Corridor	Ad hoc: JE, SH, DD		Lake: Ed. Corr. Phase 1A infrastructure improvements completed	green
Finance	Finance		LCDC: continue frequent review of district economic forecasting models	green
Parking	Parking	1)	Lake: land assemblage for future mix-use parking structure continued	green
		2)	Lake: parking needs rationalized for CBD, County campus and Ed. Corr. areas	green
Work Force Housing	Housing	1)	LCDC: workforce housing project opportunities identified (IHFA & private sector)	green
		2)	Lake: Midtown Disposition & Development Agreement with IHFA completed	green
		3)	Lake: Student housing opportunities identified in Ed. Corridor thru collaboration with NIC	green
Downtown	Ad hoc: BJ, DG, SH		Lake: Incent downtown development via building code review, including 'historic district' possibility	green

The Board’s accomplishments in 2011 have produced a strong financial position as reflected in the attached financial statements. Following are updates to key LCDC initiatives:

- **McEuen Park** - LCDC, in partnership with the City of Coeur d’Alene and the Coeur d’Alene community, helped to complete a conceptual design for a revitalized McEuen Park. For over a year, the McEuen Park Steering Committee met with Team McEuen and the public to discuss possible visions for the McEuen

Field area. LCDC remains a ready and committed partner in this initiative when City Council chooses to move forward with the park project.

- **Education Corridor Initiative** – LCDC, in partnership with the City, UI, NIC, LCSC, Fort Grounds Homeowners Association and other stakeholders, completed the majority of the work associated with Phase 1A of the Education Corridor initiative (all that remains of Phase 1A is some landscaping work which will be completed in the spring of 2012). Phase 1A included new infrastructure (i.e. new roadways, new sewer/water/fiber lines, bike/pedestrian trails) primarily located on the old DeArmond mill site area of the Education Corridor, and a new traffic signal at Northwest Boulevard and Hubbard Avenue.
- **Midtown “Place Making”** – In 2009, LCDC in partnership with the City and Midtown stakeholders, completed the 4th Street reconstruction and place making initiative, which laid the foundation for the transformation of a deteriorated section of 4th street (Lakeside Avenue to Harrison Avenue) into a safer, pedestrian friendly, vibrant corridor. During 2011, efforts were continued to establish a “Midtown Association” comprised of Midtown stakeholders who want to continue the energy on making Midtown a great place to visit.
- **Workforce/Affordable Housing**
 - LCDC, working in partnership with the Idaho Housing and Finance Association (IHFA) and The Housing Company (THC), is continuing work on creating a workforce housing initiative in Midtown. This mix-use building will have retail/office uses at street level, with several floors of residential workforce housing rental apartments.
 - Whitewater Creek, Inc. (WWC) Federal Tax Credit Initiatives:
 - LCDC has agreed to enter into a \$326,000 Improvement Reimbursement Agreement (IRA) with the WWC development team pertaining to the development of the “Mill River Seniors” affordable housing initiative along Seltice Way in the LCDC’s River District. The Mill River Seniors project is now complete and is leasing out affordable rental units.
 - LCDC has agreed to enter into a \$395,000 IRA with the WWC development team pertaining to the development of the “Riverstone West Apartments” affordable housing initiative located in the LCDC’s River District. At the time of publication, the Riverstone West Apartments project is nearing completion, with lease up scheduled for next spring.
- **Kootenai Youth Recreation Organization (KYRO)** – LCDC has agreed to provide a \$230,000 partnership funding grant to the KYRO organization for the following three public improvements: (1) a portion of the KYRO facility’s public parking surface lot (30 parking stalls providing public parking for access to the Centennial Trail), (2) development of a public trailhead accessing the Centennial

Trail bike/pedestrian network, and (3) paving and swale improvements located in the Seltice Way public right of way associated with a new access to the KYRO facility . All of these public improvements were completed in 2011.

- **North Idaho Centennial Trail Foundation Partnership (NICTF)**
Background: In December of 2006, the LCDC assisted the NICTF in acquiring a 5.25 mile section of abandoned Union Pacific (UP) railroad right of way, stretching from the Riverstone development, past the Kroc Community Center, ending at Meyer Road. Via a pending set of land trades, the NICTF will ultimately partner with the Bureau of Land Management (BLM) to manage this abandoned UP railroad right of way as a pedestrian/biking corridor. As a part of these pending land trades, LCDC will obtain the right to purchase the abandoned Burlington Northern Santa Fe (BNSF) railroad right of way in the downtown Coeur d'Alene area.
 - **BNSF Abandonment** – The BNSF railroad abandonment was finalized in November, 2011. The finalization of the abandonment process now clears the way for the aforementioned trade process to commence.
- **Urban Land Institute (ULI)** – in 2011, the LCDC hosted two ULI educational programs in Coeur d'Alene, and also provided sponsorship funding to the ULI-Idaho chapter to continue efforts of strengthening ULI's knowledge sharing efforts in Idaho. ULI, known as the community development industry's "University without Walls", brings a wealth of knowledge to many community development issues. A strong ULI-Idaho will help all communities across Idaho wisely embrace the changing economic times.
- **609 Sherman Avenue Lofts Improvement Reimbursement Agreement (IRA)**
LCDC approved conditional funding for public improvements associated with this infill residential development in 2006. A final IRA was approved in 2011 following the completion of the cost validation analysis.
- **Riverstone West Phase 2 Improvement Reimbursement Agreement (IRA)**
LCDC has agreed to enter into an \$898,917 IRA with the Riverstone West development team pertaining to the construction of the remaining portion of John Loop Road located in the Riverstone West section of the LCDC's River District. The road was completed in the fall of 2011, and final document preparation awaits the completion of a cost validation analysis.
- **Riverstone, Riverstone West Phase 1 & Mill River Owner Participation Agreements (OPAs)** – LCDC's OPAs involving the Riverstone, Riverstone West Phase 1 & Mill River initiatives performed per plan for 2011. All three of these mix use projects have reclaimed brown field sites along the Spokane River creating public space (in the form of new public parks), jobs, and live-work-recreate mix-use development amenities for the community.

- **Coeur d’Alene Downtown Association Partnership** – During 2011, the LCDC continued efforts to strengthen the partnership with the Downtown Association (DTA). The LCDC Board provided a \$50,000 grant to the DTA for their “Events” program (e.g. parades, Car d’Lane, Ironman, street fair).
- **Key Partnerships / Knowledge Sharing / Communication / Outreach**
During 2011, the LCDC Board continued strengthening partnerships with key organizations and community stakeholders including: City of Coeur d’Alene, Kootenai County, Jobs Plus, Downtown Association, Chamber of Commerce, Area & Regional Developers, and Educational Institutions. LCDC continued implementation of its communication strategy by continuing to invite community stakeholders to LCDC Board meetings, increasing the effectiveness of the LCDC website, and continuing outreach efforts to the Coeur d’Alene community through presentations and visits with interested target audiences.
- **LCDC Lake District Strategic Property Portfolio**
LCDC has previously purchased certain real property as identified in Exhibit A to the annual report. LCDC intends to take advantage of these strategically located properties to achieve strategic goals within the LCDC’s Lake District. While some of these properties have been owned for more than three years, LCDC is committed to move forward with planned redevelopment initiatives in an expeditious manner subject to market conditions and initiative timing.

Board Membership & Committees

2011 LCDC Board

Leadership

Denny Davis, Chair Jim Elder, Vice-Chair

Members

Rod Colwell	Deanna Goodlander	Brad Jordan
Denny Davis	Al Hassell	Dave Patzer
Jim Elder	Scott Hoskins	
Charlie Nipp (retired April 6, 2011)		

Following is a press release dated April 6, 2011 highlighting the retirement of LCDC Board Commissioner Charlie Nipp.

Coeur d'Alene, ID. Mr. Charlie Nipp has announced his retirement from the Lake City Development Corporation's (LCDC) Board of Commissioners.

Mr. Nipp was appointed to the LCDC Board at its formation in 1997, and was elected Chairman that same year. Mr. Nipp has served as a volunteer commissioner on the LCDC Board for 15 years, serving as the LCDC Chairman from 1997 through 2008.

Mr. Nipp shared with his fellow Board members that the time was right for him to step aside, knowing that the future of the LCDC is in great leadership hands.



“Charlie Nipp’s leadership was critical in the process of developing our successful urban renewal agency since its creation 15 years ago,” said Mayor Sandi Bloem. “How fortunate we are to have an individual like Charlie whose vision and commitment make our area such an enjoyable place in which to live”.

“Charlie’s passion and vision for Coeur d’Alene will be sorely missed on the Board,” said LCDC Board Chairman Denny Davis. Davis credits Nipp with guiding Coeur d’Alene’s urban renewal commission from its formation and planning work through the realization of numerous public space, infrastructure and facility improvements. “Additional public amenities will be soon realized, leaving a lasting legacy in our community. Charlie played a major role in that legacy,” Davis said.

“Charlie is, and has been, a strong believer in the strategic use of urban renewal as a redevelopment tool, and has long advocated how critical urban renewal public/private partnerships are to the long-term success of Idaho communities,” said Tony Berns, LCDC Executive Director.

“It has been a pleasure to serve on CDA’s urban renewal commission alongside such an outstanding group of committed citizens who volunteer their time to make our community a better place,” said Charlie Nipp. “Their integrity, insights, skills and passion for Coeur d’Alene has enabled this commission to accomplish many of its strategic goals for our community. Our Executive Director Tony Berns is one of the best business executives that I have been associated with. He is an effective, efficient, caring leader that has added great value to the success of this commission,” Nipp said.

“Successful, sustainable communities do not just happen. They prosper because of their people—people who are willing to commit their time and energy to make it better. That’s what makes Coeur d’Alene so unique and so special. It is a community that cares

and works hard to be better, with excellent education, more job opportunities and a high quality of life for all of its citizens. I extend my thanks for allowing me to be a part of what this community is," he said.

Following are some of the successes achieved by the LCDC and its Board members during Mr. Nipp's tenure:

- Brought Urban Land Institute (ULI) knowledge to bear on CDA community issues and opportunities including:
 - Midtown redevelopment including a "Place Making" focus,
 - maintaining a strong/vital downtown,
 - focus on higher education as a community economic engine
 - focus on maintaining a strong/viable urban K-12 school district presence.
- Acquisition of key strategic properties in support of community projects:
 - new CDA Public Library,
 - new Kroc Community Center,
 - new Chamber of Commerce Building
- Community strategic planning efforts:
 - Walker-Macy Public Places Study,
 - Education Corridor: MIG Master Plan & JUB Infrastructure Design Plan,
 - BBC Housing Assessment Study,
 - "Team McEuen's" McEuen Park Conceptual Design
- LCDC's role as a strong proponent of funding public art projects within the redevelopment districts via partnership with the City's Arts Commission.
- Leveraging of public funds to help incent private investment in the CDA community creating over \$500 million in new taxable valuation since 1997.
- LCDC's role as a strong proponent of the value of public space in the community, and leading efforts to help create new community public space:
 - Riverstone Park
 - Johnson Mill River Park
 - Prairie Bike/Pedestrian Trail.
 - McEuen Park
- LCDC's role as a key proponent and partner involving community workforce housing initiatives.

2011 LCDC Committees

<u>Acquisition</u>	Chair: Nipp	Members: Goodlander, Jordan
<u>Parking</u>	Chair: Elder	Members: Jordan, Hassell, Hoskins
<u>Finance</u>	Chair: Colwell	Members: Nipp, Patzer, Davis
<u>Housing</u>	Chair: Elder	Members: Goodlander, Davis
<u>Communications</u>	Chair: Patzer	Members: Davis, Colwell, Hoskins

Looking Forward to 2012 and Beyond

As shared earlier in this report, the LCDC Board has established long-term (strategic) goals to guide its annual (tactical) goal setting process. The next tactical goal setting exercise will be held in the spring of 2012 to coincide with development of the fiscal year 2012-2013 budget.

Summary

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

FINANCIAL STATEMENTS

Audited

Fiscal Year 2011 Year End Balance Sheet

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Fiscal Year 2011 Year End Income Sheet

Lake City Development Corporation

GOVERNMENTAL FUNDS BALANCE SHEET September 30, 2011

	<u>Lake District</u>	<u>River District</u>	<u>Total Governmental Funds</u>
ASSETS			
Cash and cash equivalents	\$ 6,061,746	\$ 2,145,450	\$ 8,207,196
Property taxes receivable	255,361	83,931	339,292
Other receivable	3,729	-	3,729
Tenant deposits receivable	10,546	-	10,546
Prepaid insurance	1,729	1,153	2,882
Total assets	<u>\$ 6,333,111</u>	<u>\$ 2,230,534</u>	<u>\$ 8,563,645</u>
LIABILITIES AND FUND BALANCE			
Liabilities:			
Accounts payable	\$ 982,289	\$ -	\$ 982,289
Accrued payroll and taxes	3,296	-	3,296
Due to other governments	630	253	883
Tenant deposits	13,621	-	13,621
Deferred tax revenue	183,736	82,096	265,832
Total liabilities	<u>1,183,572</u>	<u>82,349</u>	<u>1,265,921</u>
Fund balance:			
Restricted	5,149,539	2,148,185	7,297,724
Total fund balance	<u>5,149,539</u>	<u>2,148,185</u>	<u>7,297,724</u>
 Total liabilities and fund balance	 <u>\$ 6,333,111</u>	 <u>\$ 2,230,534</u>	 <u>\$ 8,563,645</u>

Lake City Development Corporation

GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES For the Year Ended September 30, 2011

	<u>Lake District</u>	<u>River District</u>	<u>Total Governmental Funds</u>
REVENUES			
Tax increment revenue	\$ 3,814,626	\$ 1,722,291	\$ 5,536,917
Rental income	171,410	-	171,410
Penalties and interest	41,725	17,368	59,093
Interest earnings	24,456	9,969	34,425
Total revenues	<u>4,052,217</u>	<u>1,749,628</u>	<u>5,801,845</u>
EXPENDITURES			
Current:			
Arts	114,876	52,538	167,414
Communications	5,072	3,381	8,453
Dues and subscriptions	2,443	1,655	4,098
Insurance	3,665	1,048	4,713
Miscellaneous	-	364	364
Office supplies	2,257	1,757	4,014
Partnership grants	74,801	22,657	97,458
Professional services	262,151	35,746	297,897
Project reimbursements	703,934	290,186	994,120
Property management	55,137	-	55,137
Public improvements	3,030,921	-	3,030,921
Travel and meetings	6,793	2,879	9,672
Utilities and telephone	931	367	1,298
Wages and benefits	107,287	43,593	150,880
Debt service:			
Debt acquisition costs	41,750	-	41,750
Interest	257,082	90,054	347,136
Principal payments	308,332	739,108	1,047,440
Total expenditures	<u>4,977,432</u>	<u>1,285,333</u>	<u>6,262,765</u>
EXCESS OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES	<u>(925,215)</u>	<u>464,295</u>	<u>(460,920)</u>
OTHER FINANCING SOURCES			
Proceeds from financing	51,650	-	51,650
Total other financing sources	<u>51,650</u>	<u>-</u>	<u>51,650</u>
NET CHANGE IN FUND BALANCES	(873,565)	464,295	(409,270)
FUND BALANCES, beginning of year	<u>6,023,104</u>	<u>1,683,890</u>	<u>7,706,994</u>
FUND BALANCES, end of year	<u>\$ 5,149,539</u>	<u>\$ 2,148,185</u>	<u>\$ 7,297,724</u>

LCDC 2011 Annual Report - Exhibit A

LCDC Lake District Strategic Property Portfolio

<u>Property</u>	<u>Date Acquired</u>
720 Young Ave. Trip.	6/18/98
Young Ave. Lots	10/1/98
Jameson Lot (714, 724 Front Ave.)	4/13/01
728 Sherman Ave.	8/1/01
630 N. Park Dr.	5/31/02
620 N. Park Dr.	7/19/02
821 N. 4th St.(1/2 lot)	8/30/02
311 Lakeside Ave.	9/10/02
821 N. 4th St. (full)	12/4/02
622 N. Park Dr.	1/10/03
308 CDA Ave.	5/1/03
618 N. Park Dr.	6/1/03
612 N. Park Dr.	8/7/03
626 N. Park Dr.	10/28/03
515 W. Garden Ave.	5/21/04
632 N. Park Dr.	1/5/05
516 N. Park Dr.	3/28/05
211 N. 4th Street	4/1/05
518 N. Park Dr.	7/18/05
712 E. Young Ave.	10/14/05
813-817 N. 4th St.	2/24/06
301 E. Lakeside Ave.	4/25/06
839 3rd / 845 4th Parking Lots	6/18/08
823 N. 4th St.	3/4/10

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
FEBRUARY 21, 2012**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room February 21, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION: The Invocation was led by Pastor Ron Hunter, Church of the Nazarene.

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

PUBLIC COMMENT:

CIGARETTE BUTTS: Russell McLain, 839 17th Street, asked who is responsible for cleaning up the cigarette butts around the bus stops. He also asked who owns the Library building. Troy Tymesen, Finance Director, reported that the City does own the building. Councilman Gookin asked if there is any MOU regarding the transfer of property from LCDC to the City for the property located adjacent to the City. Mr. Tymesen responded that Idaho Code provides that when LCDC sunsets that all property under LCDC is transferred to the City.

ANIMAL CONTROL: Susan Manthey, 2018 21st Street, requested that various city codes regarding animal control be repealed or at least review the section that allows citizens to file complaints against citizens.

MCEUEN PARK: Julie Clark, 602 Tubbs Hill Drive, commented that there are rumors that the boat ramp is being reduced in size and boat parking will be placed south of City Hall. She voiced her concern that the City promised nothing would be affected until a new boat ramp is constructed.

Mary Sousa, 4153 Fairway Drive, reminded the Council that they have repeatedly promised that the boat ramp and ballfield will not be removed until equal or better facilities are in place. She asked about the American Legion having the ability to sell food, to have priority in scheduling and the ability to design the field.

LIBRARY OWNERSHIP: Frank Orzell, 310 E. Garden Avenue, commented that the county Assessor's records show the value of the property held by LCDC to be over \$6,000,000 which is hard to believe that it is just a portion of the parking lot. He commented on the Urban Renewal

Agency and a court case in Rexburg regarding funding for McEuen Park. Mr. Tymesen responded that he had previously discussed the Assessor's records with Mr. Orzell and told him that he had contacted the Assessor's office and the Assessor's office records were corrected. Councilman Gookin asked what else can be done to clarify that the Assessor's office has the information correct. Mr. Orzell said that he was not trying to say who was wrong, but that it is a source of confusion for the public. He noted that he believes what Mr. Tymesen says is true.

Councilman Edinger noted that Julie Clark has asked about the boat launch size reduction and McEuen Park meetings, Mary Sousa commented on the ball field and McEuen Park. He asked if anyone on staff could answer their concerns. Wendy Gabriel responded that at the LCDC meeting it was never mentioned that the boat ramp would be reduced in size but rather the seawall would be reduced. She also noted that it has not yet been determined if ITD will be providing the property for a different boat launch. Mr. Eastwood noted that he had made the presentation at the LCDC meeting last week and did not recall making any comments about the boat launch being reduced.

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

1. Approval of minutes for February 7, 9, 14, 2012.
2. Setting of General Services Committee and the Public Works Committee meetings for February 27, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-003: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A LEASE AGREEMENT WITH GARY STINNETT FOR THE MEMORIAL FIELD CONCESSION STAND; ADOPTING POLICIES AND PROCEDURES FOR ARTWORK DONATIONS, LOANS, AND EXHIBITIONS ON PUBLIC PROPERTY; DECLARING I.T. EQUIPMENT AS SURPLUS AND APPROVING THE DISPOSAL PROCESS; APPROVING A CONTRACT WITH GINNO CONSTRUCTION FOR THE 2011 106 HOMESTEAD AVENUE REHABILITATION PROJECT; APPROVING THE PERMIT AGREEMENT RENEWAL WITH ROW ADVENTURES FOR USE OF INDEPENDENCE POINT BEACH FOR KAYAK AND PADDLE BOARD TOURS; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J U B ENGINEERS, INC. FOR THE WASTEWATER UTILITY 2012 COLLECTION SYSTEM PROJECTS; AND DECLARING 2 WASTEWATER VEHICLES AS SURPLUS.
4. RESOLUTION 12-004: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING THE 2008 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) WITH AMENDMENTS.
5. Approval of Bills as submitted and on file in the Office of the City Clerk.
6. Authorizing staff to proceed with the preparation of a Designated Driver License ordinance.
7. Setting of public hearing for ZC-1-12 – Zone Change at 2101 St. Michelle Dr. for March 20, 2012 and for ZC-2-12 for Zone Change at 802 E. Young Avenue for March 20, 2012.

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

ANNOUNCEMENTS:

COUNCILMAN GOOKIN: Councilman Gookin noted that he had attended a neighborhood meeting regarding water service and had hoped that more residents would have attended. He attended the Committee Chairs meeting as well as a Street Dept. staff meeting and learned that the Street Department was able to purchase truck bodies from ITD saving the City money. He also noted that he had received a letter regarding parking spaces at McEuen and wanted to know how he can obtain that information. Councilman Kennedy noted that the information was provided at a McEuen Field meeting in December. He also will check to make sure that the information is on the City Park's Web site.

COUNCILMAN GOODLANDER: Councilman Goodlander reported that the artwork is nearly complete in front of the Wastewater Treatment Plant. The round-about artwork is in the process of being reviewed and selections made.

COUNCILMAN ADAMS: Councilman Adams announced that the Idaho Republican Party Presidential Caucus will be held March 6th.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that a feasibility study on the Dike Road trees has been completed. The study examined three alternatives: (1) installation of a sheet pile wall along the dike road, (2) removal of the trees, per the Army Corps requirements, and (3) third party certification in lieu of certification by the Army Corps. All three are feasible but costs vary significantly. Option 1 is about \$3.1 million, Option 2 is about \$1.6 million. The cost for Option 3 is indeterminate at this time; however, it is not expected to be more than Option 2. The committee believes that Option 3 may be the best but wanted to gather more information regarding that process and FEMA's requirements for third party certification. Staff is in the process of gathering this information. The city's Arts Commission is seeking artists to participate in its "ArtCurrents" program, now approaching its second year. Artists submit applications for placement of their sculptures around CdA's downtown area for a period of one (1) year. The displayed works will also be offered for sale, with the City of Coeur d'Alene receiving a 25% commission from the sale with commissions going back into the arts program. Information packets are available at City Hall, 710 E. Mullan Avenue, or online at www.cdaid.org. Artist proposals are due by 5:00 p.m., April 16, 2012. Artists who are interested in participating are encouraged to contact Steve Anthony, Arts Commission Liaison, at 769-2249. The CdA'ART Grant Program is a three-year pilot program of the City of Coeur d'Alene Arts Commission beginning in 2011, which seeks to widen arts and cultural participation, and its expression. As a flexible small awards program, it aims to encourage innovative ideas, respond to one-time opportunities, and create new access for individuals and groups not served by other programs. The CdA'ART Grant program provides support from \$500 up to \$1,000 for projects, opportunities, and events proposed by individuals, groups, organizations, or communities of interest that offer a potential arts or cultural impact within the City of Coeur d'Alene. To apply for a CdA'ART Grant, visit the City of Coeur d'Alene website at www.cdaid.org, and click on Public Art. For additional information, please call Hall of Famer Steve Anthony at 769-2249. Our Arbor Day Committee announces an art contest to design a button for 2012 Arbor Day celebrations. Winning art will be featured on a button that will be distributed, along with tree seedlings, at Arbor Day events in late April. Information about the contest is available at the Coeur d'Alene Parks Department. We will celebrate Arbor Day on April 27th. For more information, contact the city's urban forester, Karen

Haskew, at 769-2266. The title character from the musical “Annie” will visit the Seagraves Children’s Library at the Coeur d’Alene Public Library on Wednesday, February 22nd, at 1:00 p.m., and will bring her partner – the dog cast as “Sandy.” Mrs. Gabriel announced that ITD has updated and will be bringing back a draft agreement for Council consideration regarding the boat launch site. City staff is currently negotiating another agreement with Ironman. She noted that staff met with a group of people who want to bring back the unlimited hydroplane races who are proposing to conduct the race in the County. She will also be contacting the Exxon gas station to see if they can clean up the cigarette butts at the bus stop. She also clarified that LCDC has committed to \$11.5 million dollars for fund Phase I of McEuen Park. LCDC will be holding a special call meeting to determine the stipulations and conditions for the funding of McEuen Phase I.

RESOLUTION NO. 12-005

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE CDA TV SPONSORSHIP PROGRAM AND AGREEMENT FOR CONTRIBUTING TO UNDERWRITE THE AIRING OF CERTAIN CDA TV PROGRAMS.

Motion by Kennedy, seconded by Edinger to adopt Resolution 12-005.

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

ORDINANCE NO. 3429
COUNCIL BILL NO. 12-1002

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.08.010 ONE-WAY ALLEYS DESIGNATING DOWNTOWN ALLEY TRAFFIC DIRECTIONS AS ONE-WAY, EVERY DAY, ALL DAY AND REPEALING SECTION 10.08.020 ENTITLED TWENTY FOUR HOUR RESTRICTION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Adams to pass the first reading of Council Bill No. 12-1002.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1002 by its having had one reading by title only.

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

ORDINANCE NO. 3430
COUNCIL BILL NO. 12-1004

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 9.12 – OBSCENE CONDUCT BY ADDING A NEW SECTION ENTITLED INDECENT EXPOSURE PROHIBITED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Edinger to pass the first reading of Council Bill No. 12-1004.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1004 by its having had one reading by title only.

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

15TH STREET PROPERTY ACQUISITION: Parks Director Doug Eastwood gave an overview of the property acquisition on 15th Street adjacent to Cherry Hill Park and advised the commission that this acquisition is great for this park and for keeping up with the ratio of developed parks per 1,000 population. He added that this has been looked at for a possible baseball field and a conceptual plan is being worked on at this time. Mr. Tymesen presented the proposed funding for this purchase which would be \$180,000 down and \$52,000/year for five years through annual payments from the Parks Capital Fund with 0% interest. He noted that the General Services Committee made a motion to pay for the purchase in cash using the City's Fund Balance. He noted that the Fund Balance is used to cover the operational expenses of the City from November to January when property taxes are not being distributed by the County. He reviewed the Parks Capital Improvement Fund.

Councilman Adams commented that his concern is on the constitutionality of long term funding. Councilman Kennedy noted that he agrees with the recommendation of the Finance Director. City Attorney Gridley noted that the reference to the constitution is the incurring of a debt; however, the City has the funding and would be placing it in escrow thus not incurring a debt. As for obligating future Councils, he noted that the City does have the funds and if a demand was made in the future the balance could be paid off immediately. Councilman Edinger does not like the idea of taking \$528,000 in funds for this park since the Council has promised not to use taxpayer money to make improvements to McEuen Field. He also noted that if this property is for a park, then he is for it, but if it is for a ball park is against it. Councilman Kennedy clarified that the motion did not say "taxpayer money". Mr. Tymesen read the motion regarding McEuen Park from the May 24, 2011 Council meeting. Councilman Edinger commented that Mrs. Sousa had asked if the American Legion is going to be playing at this field for free and will they have a concession stand. He believes that however it is worded that taking money from the General

Fund is not the way to pay for this property and does not believe he could commit future Councils to this funding. He asked about purchasing the School District's portion of Person's Field instead of this property. Councilman McEvers believes that buying this property over time is a better use of funds. He also believes that if the School District wanted to sell their portion of Person's they would have approached us. Councilman Edinger noted that if this property is developed into a ball field that the lights from this field will create complaints from citizens. Councilman Goodlander recalled that the purchase of Cherry Hill property was for the acreage that the City could afford at the time and now that this property is available, the City should act on it. Councilman Gookin asked about the financial plan for the purchase of Cherry Hill. Mr. Tymesen noted that the Financial Plan includes the funds for the purchase of Cherry Hill. Councilman Gookin asked that with the purchase of the Fernan Hill Property over time and the purchase of Cherry Hill over time, does that leave enough funds in the Parks Capital Improvement Fund to continue to do the other improvements to parks. Mr. Tymesen responded that it does. Councilman Gookin asked if the City could put money down as an option to purchase instead of just outright buying it since we have the Dixon case and stormwater funding issues currently before the City. Mr. Tymesen noted that if this property were funded over time, and before binding future Councils, he could pay off this property. In the matter of the Dixon case, if the appeal does not go in favor of the City, he would bond for the \$4,000,000 through judicial validation. City Administrator Gabriel, clarified that this property is being looked at for a ball park and if that does not happen then it would make great park property. Mayor Bloem noted that we have several parks that have specific uses such as Ramsey Park for baseball and Canfield Park.

MOTION: Motion by Goodlander, seconded by Kennedy to authorize the acquisition of 4.857 acres of parkland adjacent to Cherry Hill Park with the purchase being financed as recommended by the City Finance Director.

DISCUSSION: Councilman Gookin asked that conditioned on the purchase that it be determined that this property would be an equal or better facility for the American Legion baseball and that this site would have the same value to the American Legion with them having primary scheduling and concession sales. Councilman Kennedy noted that the City purchased property some years ago for a baseball stadium but the property was then provided for the Kroc Center. Councilman Edinger clarified that he knows the difference between a park and a ball park.

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

RECESS: Mayor Bloem called for a recess at 8:05 p.m. The meeting reconvened at 8:15 p.m.

PURCHASE OF BUDGETED VEHICLES FOR WATER DEPARTMENT: Motion by Goodlander, seconded by Edinger, to remove this item from the agenda. Motion carried with Gookin voting no.

ORDINANCE NO. 3431
COUNCIL BILL NO. 12-1005

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM C-17L (LIMITED COMMERCIAL AT 17 UNITS/ACRE) AND LM (LIGHT MANUFACTURING) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/-6.79 ACRES IN PARCELS CURRENTLY ZONED LM & C-17L WITHIN THE NORTH IDAHO COLLEGE EDUCATION CORRIDOR; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by McEvers to pass the first reading of Council Bill No. 12-1005.

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

Motion by Kennedy, seconded by McEvers to suspend the rules and to adopt Council Bill No. 12-1005 by it shaving had one reading by title only.

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

ORDINANCE NO. 3432
COUNCIL BILL NO. 12-1006

AN ORDINANCE DEANNEXING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; BY DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE, AND PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Kennedy to pass the first reading of Council Bill No. 12-1006.

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

Motion by Goodlander, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1006 by it shaving had one reading by title only.

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

PUBLIC HEARING O-1-12 - AMENDMENTS TO PLAT REGULATIONS FOR TIME EXTENSION: Mayor Bloem read the rules of order for this legislative public hearing. Jon Ingalls, Deputy City Administrator, gave the staff report.

Mr. Ingalls explained that during the past couple of years there has been an extensive slowing of demand for new residential lots. Because of this, at least one subdivision is running up against the time limits for final approval. Developers have requested that we consider some way of allowing for plat approval to be extended. Mr. Ingalls did note that the reason for the time limits is so that a plat would not be approved under one set of standards and then being held dormant for years or maybe decades, and then be developed under those old standards when the standards have changed. The proposed ordinance would require that when a final plat is approved and after requested extensions that the subdivision be developed under the current standards.

PUBLIC COMMENTS: Susan Snedaker, 821 Hastings, believes that 6 years is too long and this applies to a very small amount of land. She also noted that PUDs are exempted from the current regulations. Another issue is that the City does not have a true definition of what is a substantial change. Mayor Bloem noted that the proposed regulations do not state that conditions can only be set if there is a substantial change, but rather any changes to current standards can be applied to any plat time extension.

ORDINANCE NO. 3433
COUNCIL BILL NO. 12-1007

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

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

DISCUSSION: Councilman Gookin asked if staff has the manpower to handle this situation. Mr. Ingalls replied that this would have a minimal impact on staff. Councilman Goodlander commented that the NIBCA members are in support of the proposed amendments. Mr. Ingalls noted that the City of Post Falls had extended the plat time extension to 4 years and their City Administrator Eric Keck believes that is too short and they are looking at extending theirs to 6 years. Councilman Adams asked how many plats are on the verge of expiring. Mr. Ingalls responded that there are currently 6 plats that are about to expire. Councilman Gookin commented that economic cycles are typically 5 years and fears that by extending this to 6 years it could cause abuse. Mr. Ingalls noted that the provision is for up to 5 one year extensions.

MOTION TO AMEND: Motion by Gookin, seconded by Adams to amend the motion to change from six years to four years.

DISCUSSION: Councilman Kennedy noted that once a developer plats his property, his goal is to get the property developed and believes that the 5 one-year extensions is an appropriate time. Councilman Edinger believes that by amending it to 4 one-year extensions that it is creating a business friendly climate.

ROLL CALL: Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, No; Kennedy, No; McEvers, No. Motion to amend failed with the Mayor's tie breaking vote in the negative.

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

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

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

EXECUTIVE SESSION: Motion by Gookin, seconded by Adams to enter into Executive Session as provided by I.C. 67-2345 §C; To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency.

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

The Council entered into Executive Session at 8:55 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator, City Attorney.

Matters discussed were the acquisition of property. No action was taken and the Council returned to their regular meeting at 9:28 p.m.

PROPERTY ACQUISITION: Motion by Kennedy, seconded by Adams to authorize staff to proceed with pursuing property acquisition. Motion carried with Gookin voting no.

ADJOURNMENT: Motion by Edinger, seconded by Goodlander to recess to February 23rd at 12:00 noon in the City hall former Council Chambers for a workshop with the Ped/Bike Committee. Motion carried.

The meeting adjourned 9:29 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

**A CONTINUED WORKSHOP OF THE
COEUR D'ALENE CITY COUNCIL HELD ON
FEBRUARY 23, 2012 AT 12:00 NOON IN THE
CITY HALL FORMER COUNCIL CHAMBERS**

The City Council of the City of Coeur d'Alene met in continued session with the Pedestrian/Bicycle Committee on February 23, 2012 at 12:00 noon in the City Hall former Council Chambers there being present upon roll call a quorum:

Sandi Bloem, Mayor

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

Mike Kennedy) Members of Council Absent

Warren Fisher) Members of Ped./Bike Committee Present
John Kelly)

STAFF PRESENT: Susan Weathers, City Clerk; Tim Martin, Street Superintendent; Monte McCully, Ped./Bike Committee liaison; Chenoa Dahlberg, Admin. Assist. for Parks Dept.; Gordon Dobler, City Engineer; Wendy Gabriel, City Administrator; Doug Eastwood, Parks Director; Mike Gridley, City Attorney.

A JOINT CITY COUNCIL/PEDESTRIAN AND BICYCLE COMMITTEE: Mayor Bloem welcomed the representatives from the Ped/Bike Committee to today's joint workshop. Warren Fisher thanked the Mayor and Council for meeting today and reviewed the accomplishments of his committee to date. He commented that he believes that the Ped/Bike Committee is a transportation committee.

2010/2011 ACCOMPLISHMENTS: Monte McCully presented the accomplishments of the committee during 2010 to 2012 which include the establishment of a complete streets policy, constructed 1 ½ miles of bike lanes; participated in the McEuen Park Design, that two members of the Committee became League Certificated instructors, completed a bike count on the Centennial Trail and on 15th Street, identified pedestrian ramps in regarding to ADA compliance, completed a successful Bike to Work Week, received an honorable mention for a Walk friendly community, and ensured placement of bike paths in the Education Corridor. Currently staff is working on placing bike lanes on Government Way from Harrison to NW Blvd., placing directional arrows on 15th street, planning to air a Mudy and Millie PSA on bike safety, and; creating a bicycle safety video for use in the schools.

FUTURE PROJECTS: Mr. McCully reported that their future projects include creation of Class 3 roadways, improve crosswalk signage; moving the Centennial Trail to Young Avenue and using sharrows; starting a bicycle share program; publishing a bicycle brochure and identifying distributions points; completing trail connections throughout out, and; revising the bikeways plan. The committee will be reapplying for upgraded status as a Bike Friendly Community. Warren Fisher emphasized their desire to participate in the design of bike lanes on Government Way.

Councilman McEvers asked what the difference is between Class 2 and Class 3, Mr. Fisher explained that a Class 2 is a strip along the side of the road and a Class 3 is simply a signs indicating a bike lane. John Kelly would like to see a Class 2 bike lane on Northwest Boulevard. City Engineer Gordon Dobler noted that bike lane standards are incorporated into roadway improvements.

Councilman McEvers asked about pedestrian ramps and crosswalks. Mr. Fisher responded that the committee identified the location of pedestrian ramps throughout the town. Mr. McCully noted that they are working on crosswalks. In regard to 4th street, north of Harrison, it is planned to create a bike lane. Mr. McCully explained that sharrows are bicycle signs that are located in the roadway notifying motorists that cyclists will be present and in what direction the bicycles will be travelling. Mr. Dobler noted that the extension of the 15th Street improvement project north of Harrison will have both Class 2 and Class 1 bicycle lanes. Mr. McCully explained the restrictions of Class 1 trails such as a speed limit of 15 mph and that cyclists are required to stop at all intersections. Mr. Fisher described the concept of “driving your bike” vs. “riding your bike”.

Councilman Edinger asked about Young Avenue as a bicycle boulevard, and how are they going to handle the residents on Young Avenue. Mr. McCully explained that this concept does impede vehicular through-traffic.

Councilman McEvers asked about the cost of placing sharrows instead of striping. Mr. Fisher agrees that there is a cost to this signage but it could increase traffic safety. Councilman Goodlander asked about the cost for the Street Dept. Street Superintendent Tim Martin estimated the cost at \$3,000 and 3 weeks of staff time for covering the entire city. Mr. Dobler noted that it was agreed at the Ped Bike Committee meeting to do a pilot project on 15th Street and then do education/training in the schools as just simply painting the sharrows on the street will not educate the students on the significance of this symbol. John Kelly suggested that as with Boulder, Colorado, that the City clear the bicycle lanes prior to clearing the streets when it snows. Mr. McCully commented that the more bicycle infrastructure a city places, the more cyclists they will have. Councilman Goodlander questioned the 3 weeks of staff time to place the bicycle markings, can Street crews alternate signs and painting to save time. Mr. Dobler noted that the placement of the signs is minimal in that those signs are indicating no parking. Councilman Goodlander suggested placing the arrows on the signs instead of the streets.

Charlie Miller, 1283 Center Green, Coeur d’Alene, commented that the Centennial Trail on the city streets has been painted and believes that by painting the arrows on the roadway instead of signs is more visible to the cyclists. Al Casile, 814 E. Front St., Coeur d’Alene, explained the importance of Federal funding for bike miles as determined by the vehicle miles vs. bicycle miles which offsets vehicle miles. Mr. Fisher noted that one of the responsibilities of the Ped/Bike Committee is to seek grant money. Mayor Bloem commented that the 15th Street pilot project will be a good source of data in determining the number of arrows, the number of cyclists that use 15th Street, and the length of time the painted signs last. Mr. McCully added that the training of the sharrows would be throughout School District 271. He also noted that they have asked a representative from SD 271 to serve on the Committee. John Kelly commented that it is easier to enforce bicycle laws when there is a directional arrow on the lane. Mayor Bloem noted that the City had been using the Stormwater Utility Enterprise fund to sweep the streets which also helps the cycling community.

Councilman Gookin, asked if we could register bicycles to help pay for some of the proposed improvements. Ryan Hayes, 1375 W. Ocean Ave., believes that the cost for registration usually is a wash

where no real funds are realized. John Kelly also noted that it is hard to enforce registrations when we have so many tourists in our community that would not be required to have a bicycle registration. Doug Eastwood noted that Ada County has a silver designation as a bicycle friendly city. Mr. Fisher believes that there are State funds available to fund bicycle lane improvements. Charlie Miller believes that whatever bicycle lanes are created we need to make sure they are convenient and safe in order to get people to use them.

ADJOURNMENT: Motion by Gookin, seconded Edinger to adjourn. Motion carried.

Meeting adjourned at 1:17p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 12-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE DECLARATION OF SURPLUS EQUIPMENT – STREETS DEPARTMENT; AND APPROVING THE DESTRUCTION OF TEMPORARY RECORDS – LEGAL DEPARTMENT.

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) Approving the Declaration of Surplus Equipment – Streets Department;
- 2) Approving the Destruction of Temporary Records – Legal Department;

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 6th day of March, 2012.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Public Works STAFF REPORT

DATE: February 27, 2012
FROM: Tim Martin, Street Superintendent
SUBJECT: **DECLARE SURPLUS USED EQUIPMENT**

DECISION POINT:

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

HISTORY:

For many years we had partnered with the School District and Kootenai County to provide an auction for us to surplus used equipment. The last several years the county and school district have used a reputable auction house to clear their used items. We have used the clearing house for a few vehicles in the past and this works well. We no longer have space at the Ramsey site for storage between auctions nor is it feasible to hold our own auction.

PERFORMANCE ANALYSIS

This equipment has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

FINANCIAL ANALYSIS

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

DECISION POINT:

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

(attachment): Items to be Auctioned

Public Works STAFF REPORT

DATE: February 27, 2012
FROM: Tim Martin, Street Superintendent
SUBJECT: DECLARE SURPLUS USED EQUIPMENT

DECISION POINT:

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

Auction Items:

1- 1980 Vac- All truck

This Item was purchased in 1980 for the purpose of a resource tool when Mt. St. Helen's erupted. For 30 years it was our only source for cleaning catch basins and manholes. It's effectiveness to do this work has diminished over the years (size and expansion of city). Parts availability was becoming harder to keep this equipment on the road and the purchase of a new Vac-all in last year's budget gives us the ability to surplus this item.

2- 1995 Tymco Sweeper

This item has 47,152 mile as well as 10,830 hours of sweeping time on it. This machine ran continuously for many years and was replaced as a "front running" machine several years ago. It was mainly used for the last several years as a machine that would pick up water in flooding events. The new vac-all is now being used in flooding events. When deemed surplus we still have 4 sweepers to clear debris off the road in spring cleanup. Two of our machines are mechanical machines that are used for grinding at stubborn sand areas such as hills, and arterials, while our other two machines are suction type regenerative air that suck material off the streets. The 1995 sweeper is in poor shape and the estimate cost to make it every day frontline machine would cost upwards to \$122,530 where the cost of a new machine is close to \$180,000

HISTORY:

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PERFORMANCE ANALYSIS

This equipment has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

FINANCIAL ANALYSIS

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

DECISION POINT:

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

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: *Legal-Civil*

DATE: *March 6, 2012*

RECORD DESCRIPTION <i>[GENERAL / MISCELLANEOUS FILES]</i>	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (To and prior)
Forest Service – Bldg Permit for bldg. at 1201 Ironwood Dr	TEMPORARY	1981
Solid Waste Collection agreement KC	TEMPORARY	1989
Speed Limits	TEMPORARY	1979
Parkview Towers	TEMPORARY	1981
Garbage Collection Contract Renewal	TEMPORARY	2000
Sunset Shopping Center Annexation	TEMPORARY	1979
Syringa Heights Subdivision Improvements	TEMPORARY	1989
Sunrise Terrance Water System LID 129 & 132	TEMPORARY	1996
Sunset Mountain PUD	TEMPORARY	1991
Surplus Property	TEMPORARY	2001
Taramasco EEOC Age Discrimination	TEMPORARY	1984
Tax Anticipation Note of the City	TEMPORARY	1983 – 1975
Taxicab/Limo/Bus service	TEMPORARY	1992
Teen Challenge Drug Program	TEMPORARY	1999
Public Access Restrooms – Hastings	TEMPORARY	1996
Prospector Ridge	TEMPORARY	2001
Public Works Dept	TEMPORARY	1984
Traffic Control Devices	TEMPORARY	1979 – 1995
Traffic Safety Improvements/Committee	TEMPORARY	1988 – 1990

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: *Legal-Civil*

DATE: *March 6, 2012*

RECORD DESCRIPTION <i>[GENERAL / MISCELLANEOUS FILES]</i>	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (To and prior)
Traffic Studies	TEMPORARY	
The Village	TEMPORARY	1992
Ulrich / Lakewood Ranch	TEMPORARY	1990
Urban Forestry	TEMPORARY	1996
Water Dept – Handley Well, Water main Ext Policies	TEMPORARY	1983
Bldg Permit Issue – Vanderevil & Bechtel	TEMPORARY	1994
Vacations / Ordinance	TEMPORARY	1979 - 1995
TWB Subdivision	TEMPORARY	1982
Water Rights (files sent to Markley for review. He purged)	TEMPORARY	1997
Water Line Easements	TEMPORARY	2001
Water System Hayden Pines	TEMPORARY	1993
Water Ways Protection w/ KC	TEMPORARY	1993
Senior Citizens	TEMPORARY	1993
Schneidmiller Annexation	TEMPORARY	1995
School Dist 271 – Shared Use of Gym	TEMPORARY	1991
LOBO Lodge	TEMPORARY	1995
Set Backs and Variances	TEMPORARY	1983 – 1998
Licensing	TEMPORARY	1997
Self Insurance	TEMPORARY	1988

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: *Legal-Civil*

DATE: *March 6, 2012*

RECORD DESCRIPTION <i>[GENERAL / MISCELLANEOUS FILES]</i>	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (To and prior)
Idaho Forest Industries	TEMPORARY	1978 – 2000
Gas, Oil Fuel Issues	TEMPORARY	1998
Guitar Gallery	TEMPORARY	1989
Head Start	TEMPORARY	1986
Hazardous Materials	TEMPORARY	1997
Appaloosa Hills Subdivision	TEMPORARY	1992
Arcade	TEMPORARY	1991
Banking Services	TEMPORARY	1997
Park Place and Park Terrace	TEMPORARY	1992
Local Color	TEMPORARY	2001
Magistrate Court Costs	TEMPORARY	1987
McCormack Properties	TEMPORARY	1994
Nepotism	TEMPORARY	1986
Old Insurance and Bonds	TEMPORARY	1997
Govt Way Improvements	TEMPORARY	1997
News Stands	TEMPORARY	
LID 107, 108 AND 109	TEMPORARY	1978
LID 146 NWBLVD	TEMPORARY	2002
Zoning	TEMPORARY	2001

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: *Legal-Civil*

DATE: *March 6, 2012*

RECORD DESCRIPTION <i>[GENERAL / MISCELLANEOUS FILES]</i>	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (To and prior)
Zips Drive In	TEMPORARY	1988
Woodland Estates	TEMPORARY	1991 – 1981
Whispering Pines PUD	TEMPORARY	1993
Wide Horizons Sub Div	TEMPORARY	1993
Sidewalks (forced repair)	TEMPORARY	1991
Sidewalks Curbs	TEMPORARY	1991
Sidewalks Liability research	TEMPORARY	1991
Display lots / off street Parking	TEMPORARY	1997
Parking Fees in lieu of Parking (partially scanned)	TEMPORARY	1997
Parking Meters (partially scanned)	TEMPORARY	1997
Parking (partially scanned)	TEMPORARY	1999
Parking Downtown & pd Parking lots	TEMPORARY	1998
General Parking file	TEMPORARY	1988
MISC Personnel Disciplinary Files (HR is reviewing files to remove any documents needing retained)	TEMPORARY	2000 - prior

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: *Legal-Civil*

DATE: *March 6, 2012*

RECORD DESCRIPTION <i>[GENERAL / MISCELLANEOUS FILES]</i>	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (To and prior)
STREET DEPARTMENT:	TEMPORARY	
General Misc / Corr		1999
Street Closures		1983
Street Lights		1999
Vacations		1999
Road Maintenance		1999
Street Fees / City of Pocatello briefs		1989 & prior
Police Department Misc	TEMPORARY	1994
Police Department Correspondence		1990 – 1978
Police Department Correspondence		2000 – 1990
Public Records Notes / Correspondence Research / Misc. Custodian of Public Record		1999
TELECOMMUNICATIONS:	TEMPORARY	
CATA – Notes		1994
CATA – Misc		
CATA – Corr		1968 – 1982
CATA – Research		
CATV – Corr 1 of 2		1979 – 1998
CATV – Corr 2 of 2 (partially scanned)		1999 - 2001
Towers (mostly scanned)		1996 – 2000
Cellular phones		1999 and prior

ANNOUNCEMENTS

Memo to Council

DATE: February 29, 2012

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the March 6th Meeting:

Rob Haneline

Planning Commission

Best,



Victoria C. Bruno
Office of the Mayor

cc: Dave Yadon, Planning Director
Shana Stuhlmiller, Planning Assistant
Amy Ferguson, Executive Assistant

OTHER COMMITTEE MINUTES
(Requiring Council Action)

February 27, 2012
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

CITIZENS PRESENT

Tom Hasslinger, CDA Press
Dave Pulis, Moose Lounge
Terry Cooper, Downtown Association
Bill Reagan, Coeur d'Alene Resort

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Glenn Lauper, Deputy Fire Chief
Lt. Bill McLeod, PD
Chief Wayne Longo, PD
Tim Martin, Street Superintendent
Mike Gridley, City Attorney
Susan Weathers, City Clerk
Juanita Knight, Senior Legal Assistant
Kathy Lewis, Deputy City Clerk
Troy Tymesen, Finance Director
Wendy Gabriel, City Administrator
Brian Keating, Fire Inspector

Item 1. Policy Amendments/Food & Alcohol Beverage Service Areas on Sidewalks.
(Agenda Item)

Jon Ingalls stated that the sidewalk eating / alcohol service was one of the numerous topics discussed during a City Council workshop with bar & restaurant owners held in September. From that workshop, discussions suggested that the City Council may wish to consider further adjustments the Policy to ensure that these sidewalk eating areas provide for a safe and positive experience for everyone. Since September, City staff, the Downtown Association, and bar & restaurant owners have met several more times to discuss these issues. From those meetings, staff has compiled some conditions that the City Council may wish to consider.

- Banning smoking from all permitted outdoor sidewalk seating areas and requiring appropriate signage prohibiting smoking.
- Adding language to the policy requiring all permit holders to play a more active role in policing for unacceptable behaviors (e.g., combatting offensive language, ensuring appropriate dress, ensuring no smoking, keeping alcohol within the chained off areas, etc.). Also, perhaps adding a requirement that the permit holder provide a dedicated observer to prevent unacceptable behaviors during major special events (e.g., Car d'Lane, 4th of July, and any other events deemed by the City to create major safety impact) .
- Require that all tables and chairs will be stacked and secured with cable/chain and locked at 11:00 pm when alcohol service must be curtailed for the evening.
- Require that all roll-up doors and windows abutting permitted outdoor seating areas be closed at 11:00 pm at the same time when alcohol service must be curtailed for the evening.
- Require the permit holder to monitor the outdoor seating area to ensure that all persons consuming alcohol from the establishment remain in the seating area (i.e., no standing outside the contained area and leaning over the barrier to consume) and servers must only serve alcohol from within the seating area.
- Require that customary attire for a restaurant is enforced in the permitted seating area. (i.e., "No Shirts, No Shoes, No Service").

Councilman Adams asked Chief Longo about complaint statistics. Chief Longo did not have stats with him but said the typical things they see would be people coming outside and going past the stanchions carrying drinks and walking around the sidewalks. Most often the PD would take the soft approach and remind people that it's an open container and they cannot be outside the stanchions and if past 11:00 p.m., they couldn't be outside at all. Councilman Adams asked Chief Longo to expand on what an *intimidating atmosphere* is. Chief Longo said that later in the evenings the crowd tends to migrate closer into the sidewalk and into the street. As you have

some folks becoming intoxicated and citizen trying to walk through these groups of people, it can become issues of language, pushing, and fighting.

Dave Pulis, owner of Moose Lounge, is opposed to banning smoking. He believes this would result in smokers moving to the sidewalks to smoke and cigarette butts will likely litter the sidewalks. He is also opposed to requiring that all tables and chairs be stacked nightly as it would be a burden upon the owners. Mr. Pulis believes, with the recent closing of one establishment downtown, things will dramatically improve. He proposes the modification to the Policy be tabled for a year. Mr. Pulis said the City is going too far with policing.

Councilman Adams said that he agrees with Mr. Pulis in that the City is becoming too heavy handed with regulations in the downtown.

Bill Reagan, representing the Coeur d'Alene Resort, Titos, and Splash, thanked the Council Members for use of the sidewalks and said that he does not want to lose the privilege. Mr. Reagan said he supports the proposed amendments. He agrees that removing the tables and chairs nightly will be a burden but if that is the will of the people downtown, then they will do it. Mr. Reagan stated that when people heard they were banning smoking from Shore Lounge at the resort they said the resort would lose business. However, it didn't and it actually improved business. Mr. Reagan added that if the amendments are approved, and the downtown is cleaned up, more people will come.

Terry Cooper, Downtown Association, said that over the past 3 years they've been doing a lot of observing of the nightlife and the culture of the downtown has changed. Mr. Cooper said the DTA supports the proposed amendments, for the health of the downtown. Mr. Cooper stated that he believes City staff is trying to look at the situations, make compromises, and working to make it so that the changes don't hurt the business but that it makes things better for the public.

Councilman Edinger said a compromise may be to stack the chairs but leave the tables. He believes that banning smoking will be hard to enforce especially since there are no laws against smoking on the sidewalks. Therefore, he is opposed to banning smoking within the permitted outdoor sidewalk seating.

Councilman Adams stated that he is not comfortable with these changes. With the ICON shutting down he would be curious how that might shape up the summer along with getting more data and feedback. He proposes this be tabled for a year.

MOTION: by Councilman Edinger, seconded by Councilman Kennedy, with Councilman Adams, voting NO, that Council amend the Food and Alcoholic Beverage Service Areas on Public Sidewalks Policy as proposed with the modification of removing banning smoking and requiring only chairs to be stacked nightly.

The meeting adjourned at 1:04 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**GENERAL SERVICES
STAFF REPORT**

DATE: February, ___2012
FROM: Jon Ingalls, Deputy City Administrator

SUBJECT: FOOD AND ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS

DECISION POINT:

Would the City Council wish to revisit and/or modify the policy pertaining to Food and Alcoholic Beverage Service Areas on Public Sidewalks established by Resolution No. 06-033 as amended by Resolution No. 10-042 (draft policy attached)?

HISTORY:

The City Council has established a policy that provides the standards and conditions that must be met by an establishment applying for an annual encroachment permit for the use of a public sidewalk to serve food and alcoholic beverages. The policy was last amended in the fall of 2010. A summary of significant past changes include:

- Requirements that alcohol serving establishments provide a menu as proof of meaningful food serving and a statement that food must be served during the range of hours that alcohol is served.
- Rescinding a previous reduction in the hours of allowed alcohol service in permitted Food and Alcohol Service Areas from 10:00 am to 11:00 pm to 10:00 am to 10 pm back to 10 am to 11:00 pm.
- A statement was added regarding the sizing of sidewalk service areas to make it clear that in addition to a 42 inch minimum clear passageway, that the city will reserve the majority of the width of the sidewalk area.
- The deletion from the previous policy of descriptive statements allowing tables to be placed by the curb (this was deleted in response to complaints over pedestrians having to “zig-zag” to walk along a sidewalk).
- Clarified standards of care with respect to cleanliness.

Sidewalk eating/alcohol service was one of numerous topics discussed during a City Council workshop with bar/restaurant owners held on September 22, 2011. From that workshop, discussions suggest that the City Council may wish to consider further adjustments to this policy to ensure that these sidewalk eating areas provide for a safe and positive experience for everyone.

FINANCIAL ANALYSIS:

Resolution No. 11-004 established an annual \$115.00 encroachment fee to be paid for establishing a Food and Alcoholic Beverage Service Area on a public sidewalk. Applicants are required to also pay appropriate per seat sewer cap fees (\$19.28/seat) relating to the impact that the additional seating has on sewer treatment loading. The City Council may wish to revisit this fee for equitability and as a means of offsetting the impact of an added public safety burden (e.g., police and fire emphasis patrols). Based on the past number of permitted seats (329 seats) a fee of \$42.55/seat could be collected to offset added public safety costs (e.g., emphasis patrols costing approximately \$14,000/year). Perhaps the City Council would want to consider directing staff to set a public hearing to consider setting these fees for the 2013 season, thereby allowing ample time for the hearing process and for business to plan and budget for these increases.

PERFORMANCE ANALYSIS:

The Food and Alcoholic Beverage Service Areas on Public Sidewalks policy has been reviewed annually and adjusted accordingly. Comments to staff over this past season suggest that most of the previous amendments reflected in the current policy were generally supported. The majority of citizen complaints over the past season have focused on statements that the sidewalks posing an intimidating atmosphere, congestion, smoking, noise, attire, and cleanliness.

Some additional conditions the City Council may wish to consider include:

- Adding language to the policy requiring all permit holders to play a more active role in policing for unacceptable behaviors (e.g., combatting offensive language, ensuring appropriate dress, ensuring no smoking, keeping alcohol within the chained off areas, etc.). Also, perhaps adding a requirement that the permit holder provide a dedicated observer to prevent unacceptable behaviors during major special events (e.g., Car d' Lane, 4th of July, and any other events deemed by the City to create major safety impact) .
- Require that all chairs will be stacked and secured with cable/chain and locked at 11:00 pm when alcohol service must be curtailed for the evening.
- Require that all roll-up doors and windows abutting permitted outdoor seating areas be closed at 11:00 pm at the same time when alcohol service must be curtailed for the evening.
- Require the permit holder to monitor the outdoor seating area to ensure that all persons consuming alcohol from the establishment remain in the seating area (i.e., no standing outside the contained area and leaning over the barrier to consume) and servers must only serve alcohol from within the seating area.
- Require that customary attire for a restaurant is enforced in the permitted seating area. (i.e., "No Shirts, No Shoes, No Service").
- Require that a stronger enforcement stance be adopted by adding a clearly defined suspension, revocation and appeal process.
- Enhance fire safety with clear requirements for clear exits, and adding provisions for the use of outdoor gas heaters and inflammatory devices.

It should be noted that there are changes to federal Accessibility Guidelines that were drafted and out for comment. It is unclear when these may take effect. These new guidelines may have an effect on some of the current permit holders (e.g., the minimum clear passage width would increase from 42 inches to 48 inches requiring revisions to some of the permitted outdoor service areas. It is anticipated that these may affect the 2013 season.

DECISION POINT/RECOMMENDATION:

Would the City Council wish to revisit and/or modify the policy pertaining to Food and Alcoholic Beverage Service Areas on Public Sidewalks established by Resolution No. 06-033 as amended by Resolution No. 10-042 (draft policy attached)?

Attachment: Amended Policy - Food and Alcoholic Beverage Service Areas on Public Sidewalks

RESOLUTION NO. 12-007

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

WHEREAS, the need for citywide policies regarding food and/or alcoholic beverage service areas on public sidewalks was established by Resolution No. 06-033, as amended by Resolution No's 08-015, 10-007, and 10-042; and

WHEREAS, City Administration has proposed amendments to these policies, and the same were discussed at the General Services Committee meeting February 27, 2012; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such amendments to the policy be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the amended policy, attached hereto as Exhibit "A", be and is hereby adopted.

DATED this 6th day of March, 2012

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

AMENDED
POLICY

POLICY: FOOD AND ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

PURPOSE: TO ESTABLISH CRITERIA FOR ISSUING ENCROACHMENT PERMITS FOR THE PURPOSE OF ALLOWING THE SERVICE OF FOOD AND/OR ALCOHOLIC BEVERAGES FOR CONSUMPTION ON PUBLIC SIDEWALKS.

Purpose Statement:

The purpose of this policy is to establish the process for issuing annual encroachment permits allowing the service of food and alcoholic beverages for consumption on public sidewalks adjacent to restaurants within city limits. This policy also establishes the guidelines that must be followed by the licensed facility in order to retain the permit. No alcoholic beverages may be sold, served, or consumed at the outdoor eating facility except as may be authorized pursuant to this policy.

Application:

In order to be complete, the application must contain the following information or be accompanied by the following attachments:

1. An indication that that the applicant is seeking a food only or a food and alcohol permit. To qualify for a food and alcohol permit the eating establishment must meet the definition of eating establishment contained at M.C. 5.08.015.
2. If a food and alcohol permit is sought, a copy of the subject eating establishment's liquor licenses (including beer and/or wine) must be provided. Provided however that the applicant may apply for a City liquor license at the same time.
3. A drawing or other visual depiction of the type, layout and number of tables, chairs and the stanchion and barrier system and signage to be used in the encroachment area, if applicable, as well as the width of the sidewalk along the frontage of the eating establishment and all pathway obstructions in the sidewalk across the frontage. For the purpose of this policy, obstructions include but are not be limited to light poles, building facades, trees, tree grates, umbrellas, chairs/benches, tables, partitions, or other street furniture.
4. The appropriate fee as set by resolution of the City Council.
5. The appropriate per seat sewer cap fee.

6. A liability insurance policy, acceptable to the City Attorney, naming the City as an additional insured in the amount of \$500,000 for property damage or bodily or personal injury or death or loss as a result of any one occurrence or accident regardless of the number of person injured or the number of claimants. The policy must remain in effect for the term of the permit and provide for specific notification to the City in the event that the policy is cancelled.
7. The intent of this policy is to allow a restaurant to serve alcohol secondary to their primary business of serving food as a restaurant. Public sidewalk seating areas may not be allowed to function as “beer gardens” or drinking areas whereby they appear to function primarily for the purpose of drinking. For example, if the permittee curtails food service to the encroachment area at 8 pm then alcohol may not be served or consumed after 8 pm inside the permitted encroachment area.

All applications shall be submitted to the City Clerk who will, upon compliance with this policy and other applicable laws and standards, issue the appropriate permit, which shall expire on December 31st of each year.

Design and Layout Standards:

1. The encroachment area must be designed to ensure a continuous 42 inch wide clear passage for pedestrians at a minimum and to ensure that the sidewalk meets ADA standards for accessible routes. In addition, the layout of the encroachment area must ensure that the tables, chairs and any other furniture or structure placed in the encroachment area does not interfere with other sidewalk furnishings or with the ability of a person to exit a vehicle parked at the curb.
2. The design will allow for a small/modest seating area thereby reserving the majority of the sidewalk width for pedestrian travel. A minimum passage of 42 inches will only be approved in situations where a sidewalk is narrow.
3. Outdoor eating facilities located at intersections may not place tables or other vision obstructions within the vision triangle as defined by M.C. 12.36.425.
4. The encroachment area may not extend beyond the side walls of the principal eating facility perpendicular to the street and must be contiguous to the front of the building.
5. Tables placed on side streets may be no larger than 24 inches in diameter.

Food and Alcohol Permit Additional Design Requirements:

6. Approved semi-permanent partitions of the type depicted in this policy must be utilized to enclose the encroachment area. The stanchions must be affixed to the sidewalk by core drilling and placing a socket and cap fixture into the sidewalk with the top of the socket installed flush with the sidewalk. The stanchions must be a minimum of 36 inches tall and no higher than 42 inches and 1.5 to 2 inches in diameter and the socket depth must be at least 4 inches. The stanchions may be spaced no more than 10 feet apart. An approved all weather material rope or light weight chain barrier must be

securely attached to each stanchion and the building façade so as to enclose the encroachment area. The barrier must be attached in taut manner so as to maintain a rigid perimeter. If the top barrier is higher than 36 inches, a second barrier must be installed midpoint between the top barrier and the sidewalk. The stanchion and barriers must be locked or secured in such a manner that will prevent them from being detached or removed without the assistance of the establishment's staff. When the stanchions are removed from the socket, a socket fixture cap must be installed and maintained in a level, secure manner.

7. A sign no smaller than nine inches by twelve inches must be posted at a height of five feet at each exit from the encroachment area. The sign must read: "It is unlawful to consume on these premises any alcoholic beverage not purchased here or to remove any open container of alcohol from the sidewalk eating area."

Conditions of Approval

All permit holders:

The permit, if granted by the City, is conditioned on the permittee maintaining the encroachment area in the manner depicted in the application.

In addition, the permittee must:

1. Take all necessary steps to prevent patrons, and/or employees from encroaching into the required clear passage area.
2. Maintain the encroachment area and surrounding areas in a clean and sanitary manner, including, but not limited to, maintaining appropriate trash receptacles on restaurant property as well as sweeping the full right-of-way on a daily basis. The permittee must also immediately clean any spills, food debris, broken glass and other trash which may accumulate on the sidewalk. Strict compliance with cleanliness standards is required for the public's benefit and the encroachment area and entire business frontage must be cleaned by 7 a.m. each morning. Failure to comply with this requirement will result in loss of permit.
3. Stack all chairs at 11:00 pm and secure in a manner to prevent any use after 11:00 p.m.
4. Not permit any obscene or profane language. Violators must be asked to leave.
5. Ensure that all persons consuming alcohol must remain inside the barrier. No standing outside the contained area and leaning over barrier to consume or serve.
6. Enforce a "No shirt, no shoes, no service" policy for outdoor eating areas.
7. Promptly comply with all requests of a duly authorized representative of the City regarding removal of stanchions, street furniture or glassware in the event the City determines that the use of stanchions, street furniture or glassware creates a public safety hazard.

8. Comply with all other local, state, or federal laws, ordinances, and regulations, including but not limited to health rules, laws pertaining to the sale and consumption of alcoholic beverages, and fire code regulations.
9. Adhere to the dates of the permit which is April 1 through October 15 annually.

Additional Conditions for Food and Alcohol Permit Holders:

The permittee must:

10. Prohibit the sale or consumption of alcoholic beverages in the encroachment area between the hours of 11:00 p.m. and 10:00 a.m.
11. Take all necessary steps to prevent patrons from leaving the encroachment area with an alcoholic beverage.
12. Must pour beverages from bottles into glass or plastic ware by employees of the restaurant provided that empty bottles are promptly removed. Wine, when purchased by the bottle, may be placed at the table or the wine may be transferred to a carafe. However, any unused portion to be removed from the premises must be packaged in a manner to prevent public consumption or an open container violation.
13. Ensure that all persons consuming alcohol remain inside the barrier which includes no standing outside the contained area and leaning over barrier to consume or serve..
14. ~~Prohibit the use of~~ Must of glassware during the following events or other public events that the City determines creates a public safety hazard due to overcrowding, congestion or other public safety concerns. In the event that the City determines that glassware may not be used the City will endeavor to provide as much notice as is reasonably possible given the then existing circumstances.
 - a. Car d' Lane
 - b. 4th of July
15. Employ a designated person or security person to staff the outdoor sidewalk area during Car d' Lane, Fourth of July celebration dates, as well as any other major event that the City may determine to create a safety hazard due to overcrowding, congestion or other public safety concerns.to ensure compliance with permit provisions, with the City providing as much notice as reasonably possible. .
16. Ensure that all rollup doors and windows abutting the permitted outdoor eating area are closed at 11:00 p.m.
17. Confirm that servers must remain within the contained area and may not wait on or serve customers from the exterior of the barriers.
18. Safeguard that all approved exits remain free and clear from any obstruction including congestion.

19. Gurantee that portable gas appliances are not utilized on or under combustibile items, including awnings, balconies etc. or utilized indoors. There may be no indoor storage of the approved gas containers. Any appliance must be a listed device with the approval agency tag attached at all times, have a tilt/tipover switch, and located a minimum of five feet from any building, combustibile material, and exits with a guard to prevent a burn.. The container may not exceed twenty pounds, and may not be replaced while public is present, with vales and lines tested for leaks with soap/water mixture before use. Open flame devices may not be utilized.

Denial and Revocation of Permits:

The City may enforce violations of encroachment permits authorizing sidewalk tables and chairs to be placed within a public street, sidewalk, or public right-of-way by in the following manner:

Emergency Temporary Suspension: Any encroachment permit issued pursuant to this article may be temporarily suspended by the Mayor at any time when, by reasons of an emergency, disaster, calamity, disorder, riot, traffic conditions, violation of this article or of any permit conditions, or undue burden on public services, the Mayor determines that the health safety, tranquility morals, or welfare of the public or property requires such temporary suspension. No person shall continue such activity after such notice has been delivered. The temporary suspension shall last no longer than necessary after the emergency has ended.

Written Warning: The City may issue a written notice of violation(s) to a permit holder for any violation(s) of the encroachment permit conditions or any violation of federal, state or local law. The written warning will identify the violation(s) and require the permit holder to respond in writing within five (5) calendar days. The written response is required within five (5) calendar days of receipt of the written warning and must include an action plan and time line to address the violation(s) and address the steps taken to prevent further violations. Failure to respond as required or failure to cure any violation will result in a temporary revocation of the encroachment permit. Acceptable compliance will be determined by the City and/or any designated panel/committee.

Revocation or termination of encroachment permits:

The length of a revocation or the termination of an encroachment permit will be determined by the type of violation, the frequency of violations, the severity of a violation(s), the history of violations, the history of prior sanctions, and the continuing nature of violations as set out below.

Temporary Revocation:

Temporary revocation of an encroachment permit can be for a period not to exceed fifteen (15) calendar days for any of the following:

- Repeat violations of the encroachment permit conditions and regulations from which a written warning has previously been issued; or
- Any violation or violations listed in the criteria for encroachment permit revocations or termination section;

Short Term Revocation:

Short term revocation of an encroachment permit can be for a period not to exceed thirty (30) calendar days for any of the following:

- Circumstances which would warrant a second “Temporary Revocation” within a three (3) month time frame; or
- Any violation or violations listed in the criteria for encroachment permit revocations or termination section;

Long Term Revocation:

Long term revocation of an encroachment permit can be for a period not to exceed one-hundred twenty (120) calendar days, for any of the following:

- Circumstances which would warrant a third or successive “temporary”, or “short term” revocation within a six (6) month time frame; or
- Any violation or violations listed in the criteria for encroachment permit revocations or termination section;

Termination of Encroachment permits.

The City may revoke an encroachment permit indefinitely for:

- Circumstances which would warrant a second or subsequent “long term” or Short term” revocation within a six (6) month time frame; or
- Any single incident of sufficient magnitude to warrant such termination.

Criteria for encroachment permit revocations and termination:

The following list includes, but is not limited to, incidents and acts that may be used to support findings to justify a warning, revocation or termination of an encroachment permit:

- An encroachment permit may be revoked for any violation of the specific encroachment permit conditions as listed on the permit and permit regulations; or
- Over service of alcoholic beverages to any one person, regardless of how many beverages served;
- Service of alcoholic beverage to a person under the 21 years of age;
- Any incident wherein the permit holder or his employees allow an atmosphere of civil disturbance to occur on the public right-of-way;
- Any intentional act occurring on or being initiated on the permit holder’s premises which results in serious physical injury to or death of a person;
- Any criminal or civil violation of the statues and rules regulated by the Alcohol Beverage Control division of the Idaho State Police, whether or not criminal charges are initiated.
- Any violation of the life safety or fire code, whether or not criminal charges are initiated.
- Any incident where a person or persons identified as having consumed alcoholic beverage(s) on the permit holder’s premises, which involves:
 - an act of aggression in which any object is thrown or used as a weapon in any manner; or
 - an act of aggression towards Law Enforcement and/or any other Emergency Responder; or
 - any act of civil disturbance, or inciting a civil disturbance or riot.

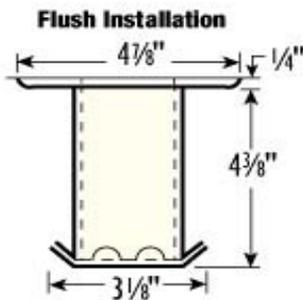
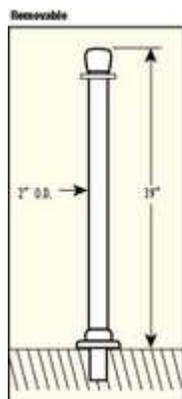
- Any incident occurring on the permit holder's premises, or in the immediate vicinity of the permit holder's premises, having been initiated on the permit holder's premises, or by persons at, or exiting from the permit holder's premises,
 - resulting in criminal charges amounting to a misdemeanor and/or a felony; or
 - Any verbal and/or physical altercation involving any person or persons who have been served alcohol at that premises immediately prior to the altercation, and/or whom have clearly been over served alcohol, whether at that establishment or another, whether or not criminal charges are initiated in any form, or
 - Any incident by persons identified as having consumed any alcoholic beverage on the permit holder's premises resulting in the issuance of a citation for a violation of federal, state or local law constituting a misdemeanor crime.
- Repeated complaints or reports of incidents where the permit holder has allowed an environment wherein patrons, seated in the outdoor seating area, or inside the actual premises but with any door/garage door open affording verbal access to pedestrians, make crude, sexually oriented, sexually suggestive or provocative, personally derogatory comments or any lewd behavior and/or gestures to pedestrians.

Appeal, notice, hearing and decision.

Upon the revocation of the encroachment permit the permit holder may appeal by filing notice of appeal within 72 hours or two (2) business days, whichever is greater, with the city clerk,. Upon the filing of such notice of appeal, the city clerk shall set a time and place for hearing and shall notify the appellant thereof. The appeal hearing shall be set within thirty (30) calendar days after the request for hearing is filed. At the hearing any person may present evidence in opposition to or in support of the appellant case. At the conclusion of the hearing, the city council shall either grant or deny the appeal, the decision of the city council shall be final.

Suggested Installation :

Typical Stanchion and Socket:



CRITERIA CHECKLIST

1	Is site swept clean and all debris and grease removed , leaving sidewalk clean before 7 a.m. daily	
2	Is the site monitored to ensure all building exit/entrances remain clear	
3	Is all alcohol removed from tables by 11:00 p.m.	
4	Is the site monitored to ensure no patrons leaving enclosed area with alcohol	
5	Is sidewalk monitored to ensure no encroachment past the designated permit area for free pedestrian passageway meeting federal ADA compliance	
6	Are all tables and chairs stacked and secured at 11:00 p.m.	
7	Are patrons using profanity or or obscene language asked to leave	
8	Are all chains, barriers etc. in good condition and attached to building	
9	Is the sign at the exit point in place stating alcohol must be purchased here & consumed here and may not be removed from the permit area	
10	Are trash receptacles in place	
11	Is the no glass rule adhered to during Car d' Lane, Fourth of July and other City designated events	
12	If open doors, is music volume turned down at 10 p.m.to adhere to City Code noise ordinance	
13	Are all patrons wearing shirt and shoes	
14	Are persons appearing intoxicated promptly removed from premises	
15	Are servers trained to recognize over-serving and stop serving that patron	
16	Are belligerent and rowdy customers removed from premise	
17	Are known trouble makers refused entrance	
18	Is Staff familiar with reasons for permit revocation or renewal denial	
19	Are garage doors, large windows closed at 11 p.m.	
20	Is congestion removed from exits and passageways clear in the event of an emergency, even during disbursement at closing time?	
21	Is an effective monitor assigned to outdoor seating area during Car d 'Lane , Fourth of July and any other major events to be determined by City with notification supplied to business	

OTHER BUSINESS

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1007

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

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 16.10.030 is amended to read as follows:*

16.10.030: PLANNING COMMISSION ACTION:

The commission shall, after notice, hold a public hearing to consider the proposal and render a decision.

A. Findings Required:

1. Preliminary Plats: In order to approve a preliminary plat, the commission must make the following findings:

- a. All of the general preliminary plat requirements have been met as attested to by the city engineer;
- b. The provisions for sidewalks, streets, alleys, rights of way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities and utilities are adequate;
- c. The preliminary plat is in conformance with the comprehensive plan;
- d. The public interest will be served;
- e. All of the required engineering elements of the preliminary plat have been met as attested to by the city engineer;
- f. The lots proposed in the preliminary plat meet the requirements of the applicable zoning district.

B. Decisions: The commission may recommend approval or conditional approval, deny or deny without prejudice, or may defer action until necessary studies and plans have been completed. In case of approval, denial or denial without prejudice, a copy of the commission's decision shall be mailed to the applicant and property owners who received mailed notice of the public hearing; and, notice of the decision shall be published in the official newspaper within ten (10) days of the decision. The approval of the preliminary plat shall not guarantee final approval of the plat or subdivision, and shall not constitute an acceptance of the subdivision, but shall be deemed to authorize the subdivider to proceed with the preparation of the final plat in a manner that incorporates all substantive requirements of the approved preliminary plat.

C. Conditional Approval ~~And Extension Request~~: The planning commission may grant conditional approval of a preliminary plat. ~~Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval. An extension of approval beyond this twelve (12) month period may be requested in writing and submitted to the planning director not less than twenty one (21) days prior to the date of the next regular planning commission meeting. The planning commission may extend its approval for two (2) additional six (6) month periods upon the finding that the preliminary plat complies with all of the requirements set forth at the time of approval. The request for each extension shall be accompanied by the required fee.~~

D. Deadline for Filing Final Plat and Extension Requests: Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval or from the date of recordation of the final plat for the preceding phase of the development in an approved phased subdivision. The planning commission, upon written request, may grant up to five (5) extensions of twelve (12) months each upon a finding that the preliminary plat complies with current development requirements and all applicable conditions of approval. The planning commission may modify and/or add conditions to the final plat to ensure conformity with adopted policies and/or ordinance changes that have occurred since the initial approval. A request for an extension of a preliminary plat approval must be received by the planning director no later than 90 days after the date that the approval lapsed and must be accompanied by the required fee.

SECTION 2. That Coeur d'Alene Municipal Code Section 16.10.041 is amended to read as follows:

16.10.041: FILING MULTIPLE FINAL MAPS; PHASED SUBDIVISIONS:

A. Multiple final maps may be filed for an approved preliminary plat prior to its expiration, if the following conditions have been met:

1. The planning director and the city engineer shall review and approve the proposed phasing.
2. Proposed phasing shall be shown on the approved preliminary plat.

~~B. Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval until final plat approval for the first phase. Thereafter, the preliminary plat approval shall continue to be effective for twelve (12) months, beginning with the date of recordation of the final plat for the preceding phase of the development.~~

~~The planning commission may extend its approval of the preliminary plat for any phase of the development for two (2) additional six (6) month periods upon the finding that the preliminary plat complies with all the requirements set forth at the time of approval. The request for each extension shall be accompanied by the required fee.~~

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 6th day of March, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
O-1-12 – Amendments to Plat Regulations for Time Extensions

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 16.10.030 AND 16.10.041 TO ALLOW UP TO 5 ONE YEAR EXTENSIONS FOR SUBDIVISION PLATS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, O-1-12 – Amendments to Plat Regulations for Time Extensions, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6th day of March, 2012.

Warren J. Wilson, Chief Deputy City Attorney

**CITY COUNCIL
STAFF REPORT**

March 6, 2012

From: Doug Eastwood, Parks Director

**RE: AUTHORIZATION TO ENTER IN A CONTRACT WITH
MILLER/STUAFFER ARCHITECTS, A.K.A. TEAM MCEUEN, FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

Decision Point: Enter into a contract with Miller/Stauffer Architects for A & E Services as outlined in the attached professional services agreement and scope of services.

History: This project has been discussed and reviewed many times since it was first identified in 1997 during the establishment of the city's Urban Renewal District. Since that time the parkland has received input from the Hyett-Palma report, the Walker-Macy Plan and the Committee of Nine. In June of 2010 the city hired Miller/Stauffer Architects to prepare a final concept for the park improvements. In May of 2011 the City Council approved, in concept, the reconstruction of McEuen Park.

Financial Analysis: The A & E Services will cost \$1,965,117.00. That cost will be paid from a McEuen Park development fund that will cover the initial construction costs for the first phase of the project. Currently that dollar amount is \$13,929,800.00.

Gary & Tina Johnson;	\$ 5,000
Parks C.I.F.;	\$ 400,000
NICTF;	\$ 424,800
Parking Fund & Overlay;	\$ 1,600,000
LCDC;	\$11,500,000

Performance Analysis: The purpose of the park reconstruction is to replace worn our park infrastructure, create more park open space and to provide the greatest amount of activities for the greatest amount of people.

Decision Point: Enter in a contract with Miller/Stauffer Architects for A & E Services for the reconstruction of McEuen Park.

RESOLUTION NO. 12-008

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

WHEREAS, the Coeur d'Alene City Council has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Miller Stauffer Architects, P.A. – Team McEuen, for the McEuen Park Improvements pursuant to terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement for McEuen Park Improvements with Miller Stauffer Architects, P.A. – Team McEuen, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of March, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
Miller/Stauffer Architects-Team McEuen
for
McEuen Park Improvements

THIS Agreement, made and entered into this _____ day of _____, 2012, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and Miller/Stauffer Architects, a consulting firm that will lead a group of consultants also known as "Team McEuen." Miller/Stauffer Architects will be the prime contact throughout the duration of this agreement. Team McEuen is comprised of Bernardo Willis Architects, Welch Comer Engineers and other specialty consultants that may be required to assist Team McEuen. Each of the firms on Team McEuen and lead by Miller/Stauffer Architects are corporations duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 601 E. Front Street, Suite 201, Coeur d'Alene, ID 83814 Miller/Stauffer Architects will hereinafter be referred to as "Consultant."

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Miller/Stauffer Architects.
- C. The term "Mayor" means the mayor of the City of Coeur d'Alene or his/her authorized representative.

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

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".

B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

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

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

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

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed in conjunction with the schedule presented in Exhibit B. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the following Lump Sums:

Tasks 1-5 (Design, SWPPP, Project Management, Right of Way, Permitting and Environmental Documents)	\$1,371,847
Task 6 Bidding Phase Services	\$ 15,000
Task 7 Construction Phase Service	\$ 569,270
Task 8 Additional Bid Package and Bidding Phase Services	\$ 6,500
TOTAL	\$1,962,617

The Consultant will submit invoices to the City indicating the percentage of fixed fee billed for each Task based on predetermined milestones, established at the project kickoff meeting, achieved during the invoice period.

Additional Services shall only be authorized by the City in a written agreement with Consultant that shall include additional scope of work, fee and schedule.

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

Section 7. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days after completion of all work and approval of all work by the City, and receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

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

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

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

Section 11. Equal Employment Opportunity.

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

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

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

Section 13. Assignability.

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

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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

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

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

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

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

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

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not

supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

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

Section 23. City Held Harmless.

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

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

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

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

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$1,000,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of one-million dollars (\$1,000,000.00). The Consultant shall maintain,

and furnish proof thereof, coverage for a period of two years following the completion of the project.

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

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

SECTION 24 - Dispute Resolution

A. Mediation. CITY and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator selected jointly by City and Consultant.

If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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

CITY OF COEUR D'ALENE

Miller Stauffer Architects, Inc.

Sandi Bloem, Mayor

By _____

Its _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name/Title

EXHIBIT A
Scope of Work for Professional Services
City of Coeur d'Alene, Idaho
McEuen Park

1. INTRODUCTION

Miller Stauffer Architects (hereafter Consultant) will prepare construct documents (Plans and Specifications) for the following Park elements (hereafter referenced as Phase 1):

1. Mass Site Grading and Utilities
2. Front Ave. Roadway Improvements 3rd to 7th
3. Phase 1 Pavilion (Restrooms, Utility Demark, Park Dept. Support)
4. Front Avenue Parking Structure Located Below Front Avenue and South of Front Ave.
5. 3rd Street Boat Launch Transition and Sea Wall Enhancements
6. Grand Plaza and Waterfront Promenade with Additive Alternates
7. Centennial Trail from 8th Street to 3rd Avenue
8. Phase 1 Veterans Memorial
9. Children's Play Area,
10. Splash Pad
11. East Parking Lot

2. PROJECT TASKS SCOPE OF WORK

The following sections provide a detailed scope of work for each task.

Task 1 Phase 1 Design Development, Final Design and Construction Documents

A. For the Park elements listed in Section 1, Consultant shall:

1. Prepare Design Development and Final Design documents consisting of final design criteria, drawings, outline specifications, and written descriptions of the Project.
2. Advise City if additional reports, data, information, or services are necessary and assist City in obtaining such reports, data, information, or services.
3. Based on the information contained in the Design Development documents, prepare a revised opinion of probable Construction Cost, and assist City in collating the various cost categories, which comprise Total Project Costs.
4. Provide Sketch Up Renderings of structures.
5. Furnish 10 review copies of the Design Development documents to City and review them with City. City shall submit to Consultant any comments regarding the Design Development documents and any other deliverables. City staff plan review comments will be consolidated into a single plan review set for Consultant
6. Revise the Design Development documents (within the description of this scope of the work) in response to City's comments, as appropriate, and furnish to City 10 copies of the revised Final Design documents, revised opinion of probable Construction Cost, and any other deliverables.
7. Prepare final Construction Documents (Drawings and Specifications) indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
8. Provide technical criteria, written descriptions, and design data for City's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final

design of the Project; assist City in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

9. Advise City of any adjustments to the opinion of probable Construction Cost known to Consultant based on Final Construction Documents.
10. Prepare and furnish bidding documents for review by City, its legal counsel, and other advisors, and assist City in the preparation of other related documents. Consultant will utilize City of Coeur d'Alene Standard "Front End" documents.
11. Revise the bidding documents in accordance with comments and instructions from the City, within this scope of work, and submit three final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables after receipt of City's comments and instructions. City staff plan review comments will be consolidated into a single plan review set for Consultant
12. Consultant's services under the Design Phase will be considered complete on the date when the bidding documents have been delivered to City.
13. In the event that the Work designed or specified by Consultant is to be performed or furnished under more than one prime contract, or if Consultant's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), City and Consultant shall, prior to commencement of the Design Phase, develop a schedule for performance of Consultant's services during the Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. The number of prime contracts for Work designed or specified by Consultant upon which Consultant's compensation has been established under this Agreement is one. If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

B. Task 1 Services will be completed for the followings project elements as detailed in the following scope of work:

1. Mass Grading/Site Utilities

- i. Flood Plain/Way research – research limitations on earth work changes with respect to FEMA flood plain issues. It is assumed minor changes to existing elevations within the Park will be acceptable and no special studies or FEMA variances are included in this scope of work.
- ii. Design Development and Mass Grading Design – establish overall graded character of the site and develop preliminary grades for entire site. Four grading iterations will be prepared; Preliminary, Revision 1, Revision 2 and Final Grading. Grading will establish rough elevations for all of the open space within the Park. Grading of specific amenities is addressed in subsequent sections. Design and grading will utilize geotechnical information developed from Exhibit A-2 Scope of Services.
- iii. Potable Water
 - A. Distribution Line – Provide design for a new water main within the Park area, extended from the existing City water system. The purpose of the main will be to serve future irrigation, potable and fire suppression needs and the Future Freedom Fountain within the Park. Waterline plans will be reviewed and approved through the City QLPE process. Necessary City staff will attend a regularly scheduled monthly design review meeting to review preliminary and final water designs. City staff will consolidate their plan review comments into a single plan review set for Consultant.
 - B. Services – Provide potable water services to each of the following:
 - a. Future Freedom Fountain
 - b. Future Harbor House
 - c. Grand Plaza
 - d. Lake Front Promenade

- e. Pavilion
 - f. Future East, Pavilion and Front Avenue Restrooms
 - g. Future Stage Area
 - h. Play Area
 - i. Spray Pad
 - j. Up to 3 additional Designated Drinking Fountain Locations
- iv. Irrigation Intake
 - A. Size irrigation service.
 - B. Coordinate with City staff on appropriate location of irrigation intake structure.
 - C. Design surface water intake structure and associated protective screening which will serve the entire Park and Front Avenue irrigation system.
 - D. Electrical systems for irrigation intake will be performance specified to conform with applicable electrical codes.
 - v. Sanitary Sewer
 - A. Sewer Interceptor – Design service and manhole access to the City’s existing Sanitary Sewer interceptor. Wastewater plans will be reviewed and approved through the City QLPE process. Necessary City staff will attend a regularly scheduled monthly design review meeting to review preliminary and final sewer designs. City staff will consolidate plan review comments into a single plan review set for Consultant.
 - B. Services – Provide sanitary sewer services to each of the following:
 - a. Parking Facility for interior drainage as required by City Code
 - b. East Pavilion, Main Pavilion, Front and Harbor House Restrooms
 - c. Spray Pad
 - vi. Electrical Distribution
 - A. Complete Electrical Design as outlined in Exhibit A-2

2. 3rd Street Boat Launch Transition and Seawall Enhancements

- i. Design interface and transition of existing or reduced lane 3rd Street Launch with the 3rd Street approach, Centennial Trail & New Parking Facility Approach, and Grand Plaza.
- ii. Identify dock relocation, if necessary, to be completed by City.
- iii. Develop Seawall aesthetic enhancements.
- iv. Lighting: Select lighting elements and locations and complete electrical system design as outlined in Exhibit A-2

3. Grand Plaza & Waterfront Promenade

Provide the following services for a base bid scope of work to accommodate the City’s existing budget and for Additive Bid Alternates to further development of the Grand Plaza & Waterfront Promenade east of the existing sea wall.

- i. Design vehicle and pedestrian improvements.
- ii. Refine and develop overall space character based on Conceptual Master Plan.
- iii. Sidewalk/Open Area – Design sidewalk and other hardscape amenities consistent with designs developed during the Conceptual Master Plan phase of the project including furniture, signage, wayfinding, surfacing, coloring, and banners.
- iv. Design accessible routes in accordance with ADA requirements.
- v. Stormwater – Design stormwater collection system to discharge into the City’s underground stormwater system. It is assumed no treatment prior to discharging is necessary.
- vi. Emergency Access – Design routing for emergency vehicles.
- vii. Electrical: Select lighting elements and locations and complete electrical system design as outlined in Exhibit A-2

4. Centennial Trail

- i. Alignment – Design horizontal and vertical alignments. Alignment will generally follow the path established during the Conceptual Master Plan Phase. Alignments will be designed in

- accordance with applicable standards for pedestrian and bicycle facilities. A preliminary alignment will be prepared for City review and comment and then a final alignment will be prepared. Multiple alignment options are not part of this scope of work.
- ii. Typical Section
 - A. Provide trail typical section with two lanes with a center median/landscape area. The two lanes will be delineated appropriately for pedestrians and bicycles. Lane widths will be designed in accordance with applicable standards.
 - B. Coordinate with geotechnical engineer to establish approach pathway material types and thicknesses.
 - iii. ADA Compliance – design Centennial Trail to be in accordance with ADA requirements.
 - iv. Landscaping/Irrigation – Provide vegetation/planting and irrigation designs between the two lanes of the trail.
 - v. Stormwater – Provide design for conveyance and collection of stormwater from the trail. It is assumed treatment for this stormwater is not required.
 - vi. Access Control – To improve safety, establish distinct points of access from the Park to the Centennial Trail. Design interface with other walking paths and parking areas.

5. Veterans Memorial-Phase 1

- i. Conduct one meeting with local Veterans for Foreign Wars (VFW) to create appropriate memorial for daily and commemorative uses and activities.
- ii. Hardscape Design – Develop design for existing monument relocation and seven flag court. Identify area for future expansion of veterans memorial when funding permits.
- iii. ADA Compliance – design Veterans Memorial in accordance with ADA requirements.
- iv. Landscaping/Irrigation – Provide vegetation/planting and irrigation design.
- v. Stormwater – Provide design for conveyance and collection of stormwater from the memorial. It is assumed treatment for this stormwater is not required.

6. Play Area

- i. Develop play area theme, select play area structures, or custom design structures, as determined appropriate, by Consultant, with input from City staff. Identify suitable play structure vendors and select equipment and develop site plan layout and equipment specifications.
- ii. Provide rough and finished grading design for site including elevations and approximate play area boundaries.
- iii. ADA Compliance – design Play Area in accordance with ADA requirements.
- iv. Landscaping/Irrigation – Provide vegetation/planting and irrigation design.
- v. Provide designs for stormwater collection and discharge to existing City system or to grassed infiltration areas.

7. Splash Pad

- i. Develop splash pad theme, select splash pad elements, or custom design elements, as determined appropriate, by Consultant; with input from City staff. Identify suitable vendors and select equipment. Develop site plan layout and integrate splash pad with Play Area.
- ii. Provide rough and finished grading design for site including elevations and splash pad boundaries.
- iii. ADA Compliance – design Play Area in accordance with ADA requirements.
- iv. Landscaping/Irrigation – Provide vegetation/planting and irrigation design.
- v. Provide designs for stormwater collection and discharge to existing City system or to grassed

8. Front Avenue Improvements

- i. Design Horizontal and vertical street and sidewalk alignments,
- ii. Intersection Design - Provide preliminary design for the newly configured intersection of Front Avenue and Third Street. Based on recommendations from the Traffic Study, design the

- intersection to function as a possible four way stop. No traffic signal is anticipated at this intersection and no signal design is included in this scope of work.
- iii. Geotechnical Coordination - Coordinate with geotechnical subconsultant on appropriate roadway section based on Geotechnical Services in Exhibit A-1.
 - iv. Typical Section - Design typical section to include sidewalk, diagonal parking two-way traffic, bike lane, pedestrian lane, and entrance into large promenade area. Develop promenade typical cross sections. Coordinate street sections with parking facility cross sections.
 - v. Street Crossings – Design locations of the pedestrian street crossings.
 - vi. Stormwater Collection – Provide design to collect and convey stormwater. It is assumed stormwater will be collected in catch basins, conveyed in underground piping, and connect into the City’s existing system. Integrate City’s 3rd Street Stormwater improvement design.
 - vii. Lighting – Select street and pedestrian lighting poles and fixtures, locate receptacles and develop performance electrical specifications as described in Exhibit A-2..
 - viii. Landscape-develop planting, hardscape & irrigation designs,
 - ix. Access Control – Part of redesigning Front Street will require some approaches to be removed. City will coordinate with business owners to determine approach closures and re-locations.
 - x. Waterline – Relocate/replace existing waterline to the north edge of the existing Front Avenue Right of Way. Waterline will be placed just outside the envelope of the parking structure. Design will tie into City’s existing system and include all necessary services and appurtenances. Waterline plans will be reviewed and approved through the City QLPE process. City water department staff will attend a regularly scheduled monthly design review meeting to review preliminary and final water designs
 - xi. Signing & Pavement Markings Plan – Develop preliminary signing and pavement marking plan in accordance with the latest MUTCD requirements.
 - xii. Develop Wayfinding system.
 - xiii. Promenade – Develop designs for the following Promenade attributes:
 - A. Streetscape designs including colored sidewalk paving patterns.
 - B. Street furniture and trash receptacles to compliment other streetscape elements.
 - C. Planter plan and irrigation to support trees, shrubs and groundcovers.
 - D. Drainage – design hardscape and landscape drainage in association with the parking structure.
 - E. Railings and guardrails at southern edge of Promenade.
 - F. Coordinate street crossings and pavement surfaces at pedestrian crossings.
 - G. Lighting - Coordinate with lighting designer to locate street and pedestrian lighting poles, receptacles, wiring, and power supplies.

9. Phase 1 Pavilion (Core Area)

- i. Site Development & Design
 - A. Develop water, sewer, and electrical utility requirements.
 - B. Develop vehicle and pedestrian circulation.
 - C. Provide accessibility in accordance with ADA requirements.
 - D. Coordinate with adjacent improvements.
 - E. Develop wayfinding system.
 - F. Develop adjacent pedestrian and site lighting.
- ii. Pavilion
 - A. Develop schematic plan and elevations of fully developed structure.
 - B. Develop schematic design of pavilion systems.
- iii. Pavilion Construction Documents – Core Area Only
 - A. Provide design development and detailing of core area (toilets, picnic shelter, storage, electrical room, and concessions).
- iv. Pavilion Electronic Model
 - A. Develop thirty second fully rendered sketch up “fly by” model to support planning and fundraising efforts.

10. Front Avenue Parking Facility

- i. Design Development & Final Design

- A. Plans for horizontal and vertical layout, and cross sections.
- B. Vehicle & Pedestrian circulation.
- C. Provide accessibility in accordance with ADA requirements.
- D. Coordinate with adjacent improvements.
- E. Develop Wayfinding system.
- ii. Parking Garage Access Roads
 - A. Alignment - Provide horizontal and vertical designs for access roadways linking Front Avenue to the parking garage structure and 3rd Street Launch. Turning radii will be designed to accommodate a "design vehicle" to be determined with City concurrence.
 - B. Typical Section – Design typical section to appropriately accommodate the expected traffic and size of vehicles.
 - C. Geotechnical Coordination - Coordinate closely with geotechnical subconsultant on appropriate roadway section.
 - D. Provide roadway barrier protection (guardrail) as appropriate to mitigate steep side slope grades or retaining walls.
- iii. Parking Structure-provide geotechnical services outlined in Exhibit A-1, architectural, structural, HVAC, plumbing and electrical design as detailed in Exhibit A-2.
- iv. Planting – Coordinate opportunities for large-scale plantings as an integrated element of the structure.
- v. Elevators & Walkways – Design underground access to the parking garage. Accesses will be stairs and a maximum of two elevators.
- vi. Identify Parking Ticket Vendor system and work with City staff to integrate into contract documents.

11. East Parking Lot

- i. Design Development Parking Lot Layout – establish overall parking lot layout and traffic circulation and develop preliminary grades to accommodate grade changes between City Hall, Young Avenue and 8th Street. Identify location and size of required retaining walls, if any. Retaining walls will be performance specified. Two grading iterations will be prepared; Preliminary and Final Grading.
- ii. Based on Conceptual Master Plan, prepare final design for parking lot layout, drainage and typical parking lot section, based on Geotechnical report.
- iii. Prepare stormwater management plan and parking lot landscape design in accordance with City code.
- iv. Develop parking lot lighting layout and provide electrical engineer services as detailed in Exhibit A-2.

12. General Construction Requirements

- i. Demolition Plan – Provide demolition plan consistent with planned construction phasing and traffic control plan. Plan will be designed to minimize disruption to businesses and traffic where possible.
- ii. Traffic Control Plan – Prepare a performance specification for contractor provided traffic control plan that will provide for traffic control standards, timing and maintenance
- iii. Construction Phasing Plan – Develop construction phasing plan consistent with budgetary constraints and overall phasing plan of the City.

Task 2 Stormwater Pollution Prevention Plan

For the Park elements listed under this scope, Consultant shall:

1. Background Information

- i. McEuen is a large, likely multi-phased project. Because the project will disturb more than one (1) acre and because the site has the potential to drain to Waters of the US (Lake Coeur d'Alene), the project will require authorization to discharge stormwater under the current 2009 Construction General Permit (CGP) regulated by the Environmental Protection Agency (EPA). As a condition of this permit, a Stormwater Pollution Prevention Plan (SWPPP) will be

developed that details soil conditions, topography, construction timeline, typical weather conditions, construction phasing, staging of materials and equipment, methods to control erosion and sedimentation (called Best Management Practices or BMPs), record keeping, training, testing, and any other conditions of the CGP. The project will likely be constructed in phases; however, the EPA expects that even smaller portions of the project that may disturb less than one (1) acre individually need authorization to discharge under the CGP and need SWPPPs because they are a part of the larger plan.

2. Draft Stormwater Pollution Prevention Plan Narrative

- i. Consultant will draft SWPPP for inclusion in the one bid set.
- ii. Once the contracts are awarded, the Contractors will finalize and make small amendments to the SWPPPs that are specific to their specific plans for staging, phasing, other alternatives for BMPs, as well as, listing staff trained in Erosion and Sediment Control. The draft SWPPPs are based on the EPA template for Unauthorized States and the elements include:

A. Site Evaluation, Assessment, and Planning

- a. Project and Site information including a vicinity map and longitude/latitude
- b. Owner contact information and Responsible Party Definitions including utility companies that will be doing work outside of the construction contract
- c. Nature and Sequence of the Construction Activity including expected start, substantial completion, and expected final stabilization dates.
- d. Soils, Climate, Slopes, Drainage Patterns, and Vegetation, including:
 1. Type of underlying soils and characteristics of those soils (permeability, potential for erosion, runoff speed, and potential for dust.
 2. Typical temperatures and precipitation during the construction timeline.
 3. Description of the type of existing vegetation both in the construction area and adjacent vegetation that could potentially aid in sediment control.
- e. Construction Site Estimates, including the total project area, area disturbed, percentages impervious before and after construction, and runoff coefficients before and after construction. It's expected that these numbers will be quantified for both the entire project area and Phase 1.
- f. Description of the Lake Coeur d'Alene, including:
 1. The beneficial uses of the lake with respect to Idaho Code and Water Quality Standards to protect those beneficial uses.
 2. Description of the existing storm sewer system collecting existing site drainage, as well as, passing through the project site.
 3. Requirements for testing for turbidity (and potentially pH) in stormwater runoff leaving the site.
- g. Description of Site Features and Sensitive Areas to be Protected
 1. Detail methods to protect the lake and Tubbs Hill, and any other identified site features that have the potential to be disturbed during construction.
- h. Potential Sources of Pollution
 1. Detail stormwater and non-stormwater sources of pollution, including grading operations, soil stockpiling, roadway and utility trench excavation, landscaping, and material/chemical pollutants from asphalt (oil/petroleum), concrete (sand/pH), hydraulic oils or fluids from equipment, gasoline or diesel fuel from equipment, sanitary toilets, fire hydrant and waterline flushing, dust control, uncontaminated groundwater, and irrigation.
- i. Authority to Discharge under the CGP, places the project under the Federal Nexus. Therefore, Endangered Species and Historic Properties reviews are necessary. Work includes:
 1. Review the current species list;
 2. Contact local US Fish and Wildlife Services (US FWS) for a consultation;
 3. Because the project does not have federal funds, it is anticipated that a Biological Evaluation will not be necessary as is not included in this scope of work.

4. Detail BMPs and construction practices that will minimize adverse effects to Endangered or Listed Species, or Critical Habitat.
 5. The CGP has several criterion related to the endangered species review and the level of consultation or evaluation required. The applicable criterion will be selected and detailed in the SWPPP depending on the level of effort the USFWS requires.
 6. The National Register of Historic Places will be searched to determine if historic properties are located on or within the project.
- B. Erosion and Sediment Control Best Management Practices (BMPs)
 - a. Detail BMPs to control erosion and sedimentation during construction, including a description, installation schedule, maintenance and inspection requirements, and responsible staff. BMPs will be selected from the Idaho Department of Environmental Quality "Catalog of Best Management Practices", the Idaho Transportation Department "Erosion and Sediment Control – Best Management Practices Manual", and potentially others developed by Consultant.
 - b. BMPs include, but are not limited to: limiting disturbance and impact to existing vegetation, phasing, controlling or bypassing offsite stormwater, temporarily or permanently stabilize soils, controlling dust, protecting exposed cut slopes from erosion, protecting existing stormwater inlets, perimeter controls and other methods such as settling basins to retain sediment onsite, and methods to minimize equipment tracking of sediment offsite.
 - C. Good Housekeeping BMPS
 - a. Detail methods to control waste such as garbage, chemical or hazardous waste storage, material staging areas, concrete washout areas, equipment fueling, maintenance, or washing.
 - D. Inspections
 - a. Detail the requirements for inspecting the site as required by the CGP, including: schedule, qualified personnel, testing required, and logs that must be maintained.
3. Draft Erosion and Sediment Control (ESC) Plan Sheets
 - i. Prepare draft ESC Plan Sheets for one bid set that depict: before and after site topography; locations and types of erosion and sediment control BMPs; locations and types of Good Housekeeping BMPs; overland flow patterns; existing and proposed storm sewer system infrastructure, flow directions, and outfalls, Waters of the US, construction limits, and phasing. Like the draft SWPPP, the Contractor will be responsible for finalizing the draft ESC plan sheets depending on the actual phasing and any modifications to the selection or location of selected BMPs. The draft ESC plan sheets are necessary so that the City can define a minimum level of effort and the Contractor can better define his risk in bidding the project.
 4. Water Quality Certification
 - i. Because the Park will require US Corps of Engineers (ACOE) and Idaho Department of Lands (IDL) permits, Water Quality Certifications, a Idaho Department of Environmental Quality (IDEQ) will also be required.
 - ii. Consultant will present the SWPPPs and ESC plans to the IDEQ representative, answer questions, provide information, and modify the SWPPP or ESC plans, as necessary, to obtain the Water Quality Certification.

Task 3 Phase 1 Project Management

For the Park elements listed under this scope, Consultant shall provide:

1. General Administration:
 - i. This will consist of the daily management of the project and involve administrative tasks of a general nature that are required of the Consultant during the course of project development, including setting up and maintaining project accounting procedures, monitoring project budget, and general project team coordination.

2. Billing Coordination:
 - i. At the end of each month the Consultant will generate a monthly invoice.
 - A. The Consultant's Project Manager will review all labor hours, labor descriptors, expenses, budgets, profits, and multipliers for accuracy
 - B. The Consultant's Project Manager will indicate percentage of fixed fee to be billed based on predetermined milestones, established at the project kickoff meeting, achieved during the month.
 - C. The Consultant will submit invoices each month to the City
3. Subconsultant Billing Coordination:
 - i. The Consultant will coordinate billing with each subconsultant throughout the contract. Subconsultant payments will be included in the Consultant's billing. The Consultant will review subconsultant invoice for accuracy and conformity to the subconsultant scope of work and overall contract.
4. Schedule Control:
 - i. A Critical Path schedule will be developed for the project. The Critical Path schedule will identify anticipated City of Coeur d'Alene Departments' Review Milestones. During the course of design, the schedule is expected to change and will be updated and modified as needed. The purpose of the updates will be to keep key individuals updated as to the project status. The project schedule will be developed and maintained using Microsoft Project.
5. Budget Control
 - i. On an as needed basis, but not less than monthly, the budget for each task will be monitored, compared with the schedule, and communicated to the Consultant.
6. Kickoff meeting:
 - i. Upon receiving Notice to Proceed, the Consultant will facilitate a kickoff meeting. The purpose of the kickoff meeting will be to:
 - A. Thoroughly discuss contract issues such as invoicing, project schedule, milestones, etc.
 - B. Ensure that all parties understand roles & responsibilities.
 - C. Discuss any important technical issues that should be discussed early
7. Internal Team Coordination:
 - i. This project will likely have several design tasks being completed simultaneously; therefore, close coordination will be required. On an as needed basis (not less than weekly), internal team meetings will be held to disperse information and coordinate related tasks.
8. Client Design Review and Coordination:
 - i. Conduct monthly meeting with City's representatives and invited meeting attendees to review project progress, receive City input, and review proposed next steps. Other meetings with the City or groups will be billed as an additional service. Necessary City staff will attend the design reviews to facilitate design decisions for water, sewer, roadway, stormwater and parks infrastructure. City staff will consolidate plan review comments into a single plan review set for Consultant's use.

Task 4 Right of Way Evaluation

1. Monument Search:

Utilizing project control established during the course of the topographic survey Consultant will conduct a monument search including but not limited to pertinent section corners, lot corner, street intersections and other miscellaneous monuments.
2. Data Reduction:

The monument information will be processed utilizing the appropriate office software. All survey data will undergo a strict quality control review, including but not limited to, instrument heights, rod

heights, backsight orientation, field codes and field notes.

3. Base Mapping:

Prepare electronic base maps using field survey data. Right of Way and Property lines: This portion of the base map will include all of the survey data obtained during the existing monument search. Based on a combination of the monuments, and the records research, Consultant will determine the right of way of the adjacent roadways and pertinent lot lines. At this time, only the external boundary of the property will be shown, no internal property lines will be determined. This shall in no way be construed as an actual boundary survey, its main focus is to establish the approximate right of way and establish a baseline for which to guide the engineering design and an actual boundary survey. No new monuments will be set as part of this survey.

Task 5 Permitting and Environmental Services Assistance

The project will require various building, environmental permits along with evaluation for compliance with City Ordinances. Due to the nature of the Park design, there will likely be a number of building permit variance requests and potential ordinance variance request. This task provides for this scope of work:

1. Building Code/Permit Evaluation

- i. Preliminary meetings with City officials to evaluate preliminary designs and complete a preliminary code analysis. Developing justifications, similar jurisdiction case studies to support code variances. Prepare Code variance applications and attend two meetings. Prepare building permits applications.

2. Ordinance Review/Evaluations

- i. City staff will review City Ordinances (e.g. stormwater, lighting, sound) to determine potential ordinance impact on Park design. City staff will inform Consultant of design limitations and if necessary, City staff will develop justification for variance requests. Ordinance variances that are required from directed design features, will be completed by City staff. Consultant will conduct three meetings or public hearings.

3. Permitting: US Corps of Engineers & Idaho Department of Lands

i. Background Information

- A. The proposed improvements of McEuen Park will likely both require permits from the Army Corps of Engineers (ACOE) and the Idaho Department of Lands (IDL). The ACOE has jurisdiction over navigable waters and the IDL has jurisdiction over lakes and lakeshore.

ii. Pre-Application Conferences

- A. Conduct pre-application conference with the ACOE and IDL at the McEuen Park site.
- B. At these meetings, Consultant will present the project scope to the ACOE and IDL and get a determination from them on the mitigation required, timelines, and their other requirements to obtain permits to complete the work.

iii. Joint Application

- A. Once the preliminary design on the project is complete enough to prepare the "Joint Application for Permits", the application will be prepared and submitted to the ACOE, who will forward to the IDL. The ACOE will also contact the Idaho Department of Environmental Quality to initiate the Water Quality Certification process. The City is responsible for all State and Federal permit application fees.
- B. Provide the following for the Joint Application for Permit:
 - a. Vicinity Map;
 - b. Preliminary design plan views;
 - c. Preliminary design cross sections;
 - d. Estimate the type and quantity of material to be discharged below the Ordinary High Water Mark;
 - e. Determine if the projects are in a mapped floodway.

iv. Coordination with ACOE and IDL

- A. After the permit is submitted, Consultant will coordinate with the ACOE and IDL to provide additional or more detailed information and gain understanding of their compensatory or mitigation requirements.
- v. Public Hearing
 - A. No public hearing is included in this scope of work.
- vi. Water Quality Certification
 - A. Consultant will coordinate with IDEQ to obtain a Water Quality Certification. IDEQ will need to review and comment on the draft SWPPPs prepared for each project.
 - B. The draft SWPPPs will be revised based on the IDEQ comments.
 - C. Other information that must be conveyed to IDEQ to receive the Water Quality Certification include:
 - a. Information on the collection, conveyance, and treatment of site stormwater.
 - b. Information on the changes of impervious area or time of concentration of stormwater on the project sites and compensation (such as retention basins) to mitigate those changes.
- vii. Compliance
 - A. Once permits are issued, there will likely be requirements for compliance with the permit, including:
 - a. Construction windows;
 - b. Compensatory mitigation; and
 - c. Best Management Practices.
 - B. Consultant will write the specifications for each project to include the requirements as detailed in the permit.
- viii. Design of compensatory mitigation is not part of this scope of work.
- ix. A Biological Assessment is not part of this scope of work.

Task 6 Bidding Phase Services

- A. After acceptance by City of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by City to proceed, Consultant and City shall compete the following:
 1. City will advertise and obtain bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Consultant will prepare addenda as appropriate to clarify, correct, or change the bidding documents, City will issue addenda and maintain a record.
 3. Consultant will provide information or assistance needed by City in the course of any negotiations with prospective contractors.
 4. Consultant will consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Consultant shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
 6. Consultant will attend the Bid opening, prepare Bid tabulation sheets, and assist City in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. The City will prepare copies of the contract documents for bidders, distribute documents and maintain a record of distributed documents.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- C. The bidding scope of work is based on bidding one prime contract.

Task 7 Construction Phases Services

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from City, Consultant shall:
 - 1. *General Administration of Construction Contract:* Consult with City and act as City's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Consultant as assigned in the Construction Contract shall not be modified, except as Consultant may otherwise agree in writing. All of City's instructions to Contractor will be issued through Consultant, which shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing. This scope of services is based on a 52 week construction period. Time beyond the 52 week construction period will be invoiced as an additional service.
 - 2. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - 3. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 4. *Baselines and Benchmarks:* As appropriate, establish baselines, benchmarks and offsets for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
 - 5. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress (one RPR is included in this project scope for a 48 week construction period additional RPR's and time beyond the 48 week construction period will be invoiced as an additional service):
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Consultant, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.
 - ii. The purpose of Consultant's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to

Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

6. *Defective Work:* Reject Work if, on the basis of Consultant's observations, Consultant believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
7. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Consultant may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
8. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to City, as appropriate, and prepare change orders and work change directives as required.
9. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
10. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
11. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
12. *Disagreements between City and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by City or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
13. *Applications for Payment:* Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - i. Determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe Contractor's

Work. In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- ii. By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.
14. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of City, Consultant considers the Work substantially complete, Consultant shall deliver a certificate of Substantial Completion to City and Contractor.
 15. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Consultant's knowledge, information, and belief and based on the extent of the services provided by Consultant under this Agreement.

Task 8 Additional Bid Package and Bidding Phase Services

- A. The Parks Director may determine that an additional bid package is desired in order to construct certain park elements (e.g. east parking lot and portions of grand plaza and 3rd Street Launch transition) in order to provide parking while other park elements are constructed.
 1. Upon authorization of Parks Director, Consultant will prepare an one additional bid package for constructing park elements, described above. Consultant will provide additional bidding phase services as described in Task 6.

Additional Services

- A. Services not specifically included in this scope of work are considered out of scope services. Additionally, the City may desire Consultant to complete additional services. If the Consultant is aware of potential or additional services, Consultant will identify services and provide the City with a written summary of the nature of the out of scope service and estimate cost to complete the service. If the City elects to authorize Consultant to complete the services, the City will provide written authorization.

Exhibit A-1

Geotechnical Scope of Work



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

February 29, 2012

Miller Stauffer Architects
601 Front Avenue, Suite 201
Coeur d'Alene, Idaho 83814

Attention: Richard Stauffer, AIA, Principal

Subject: Revised Proposal
Geotechnical Engineering Evaluation
Scope of Services
Proposed McEuen Park Improvements
Coeur d'Alene, Idaho
File No. 8356-005-00

INTRODUCTION AND PROJECT UNDERSTANDING

We are pleased to present herein our revised proposal for a geotechnical engineering evaluation in support of design of improvements to McEuen Park in Coeur d'Alene, Idaho. Our understanding of the project was developed during discussions with representatives of DCI Engineers and Welch Comer. Proposals for our geotechnical services at the proposed Relocated Boat Launch and Regional Baseball Stadium were presented under separate cover in 2011.

We understand that master planning for Park improvements is essentially complete and there are three primary components of the plan, improvements for which will be implemented as funding becomes available. The existing McEuen Park will be reconfigured to add several amenities in conjunction with relocation of some existing facilities to other locations. Primary elements of the McEuen Park Phase 1 reconfiguration include, but are not limited to:

- Mass site grading and utilities.
- Front Avenue improvements from North 3rd Street to North 7th Street.
- Phase 1 Pavilion (restrooms, offices).
- An at-grade and below-ground Parking Structure along Front Street, generally between North 3rd Street and North 6th Street, with about 462 parking spaces. Current conceptual plans call for one level of below-ground parking. The at-grade level will connect with the proposed Front Street Promenade and the Park Entry Feature. Maximum column loads for the Parking Structure could be on the order of 600 kips. The excavation required for construction of the Parking Structure will extend to depths on the order of about 12 to 14 feet below existing grades along Front Street.

- Park Entry Feature.
- Grand Plaza and Waterfront Promenade.
- Centennial Trail from 8th Street to 3rd Avenue.
- Veterans Memorial.
- Children’s play area.
- Splash pad.
- East city parking lot.

We further understand that mass grading could include use of excess excavated soil elsewhere in the Park, including: on the order of 50,000 cubic yards of excess soil from the Parking Structure area; and a currently unknown volume of soil from cuts in the range of about 5 to 8 feet below existing grades in the vicinity of the Amphitheater. Such a balance could increase existing localized site grades around the Park by about 1 to 2 feet.

SCOPE OF SERVICES

The purpose of our geotechnical engineering evaluation will be to provide recommendations that may be used during design of the proposed improvements based on subsurface explorations, laboratory testing and engineering analyses. Our specific scope of services will include:

1. Meetings and discussions with the project team, as necessary, to develop a comprehensive understanding of the proposed project components, needs of the design team, schedule, constraints and opportunities.
2. Review of information in our files and the geologic literature for information at or near McEuen Park that might be pertinent to our evaluations.
3. Notification to the One-Call utility locating service to clear our proposed subsurface explorations relative to existing underground utilities. We will also subcontract a private underground utility locating service.
4. Exploration of soil and groundwater conditions underlying the proposed improvements at McEuen Park by a series of widely spaced, drilled borings. The borings will be completed using truck-mounted, hollow-stem auger drilling equipment. The number, general locations and approximate depths of the proposed borings are presented in the following tabulation:

General Location	Number of Borings	Approximate Depths (feet) Below Existing Grade
Phase 1 Pavilion	2	15
Parking Garage and Front Avenue Improvements	5 to 7	20 to 25
Grand Plaza and Waterfront Promenade	1	10
East City Parking Lot	2	5 to 10
Optional Exploration Sites	2 to 5	Varies



For estimating, we assume the exploration program will include about 250 to 300 lineal feet of drilling. Samples of soil encountered will be obtained at approximate 2.5- to 5-foot-depth intervals using a standard split-spoon sampler and California-style sampler. We also will obtain bulk samples of near-surface soil where borings will be situated in proposed parking areas. Each boring will be abandoned and backfilled in accordance with state of Idaho regulations upon completion. It should be noted that some disturbance to the existing lawn/park areas will occur in order to complete our explorations. We will try to limit disturbance to the extent possible.

5. Laboratory testing to assess pertinent physical and engineering characteristics of soil encountered relative to the proposed construction. Our testing program will include but not necessarily be limited to: direct shear strength tests; gradation analyses; California Bearing Ratio tests; Proctor laboratory compaction tests; and moisture content and dry density determinations. Laboratory tests will be completed in accordance with applicable American Society for Testing and Materials International (ASTM) standard procedures.
6. Recommendations for site preparation and fill placement including: criteria for clearing, stripping and grubbing; an evaluation of the suitability of on-site soil for use as structural fill; gradation criteria for imported fill, if required; guidance for preparation of subgrade soil, which will support slab-on-grade concrete floors, flexible and rigid pavements and sidewalks; and criteria for structural fill placement and compaction.
7. Recommendations for allowable temporary cut slope, and permanent cut and fill slope inclinations.
8. Recommendations for design and construction of conventional shallow foundations including: allowable soil bearing pressures; minimum width and depth criteria; coefficient of friction and equivalent fluid densities for the passive earth pressure state of stress to estimate resistance to lateral loads; estimates of frost penetration, and estimates of foundation settlement. We also will provide recommendations for treatment of unsuitable soil that might be encountered during construction at proposed foundation grade.
9. Recommendations for design and construction of concrete slab-on-grade floors including: thickness, gradation and compaction criteria for an under-slab capillary moisture break layer; modulus of vertical subgrade reaction that may be used for thickness design of on-grade slabs; and guidance regarding the need for a moisture vapor barrier, and criteria for design and construction of such a barrier, if warranted.
10. Lateral earth pressure criteria for design of permanent subsurface and retaining walls, which will be part of the proposed Parking Garage. We will provide equivalent fluid densities for the active, at-rest and passive earth pressures states of stress, and apparent lateral earth pressure diagrams, as appropriate, based on the wall type and configuration.
11. Geotechnical seismic design criteria based on current versions of either the Uniform Building Code or International Building Code, as applicable.
12. An assessment of the erosion potential of on-site soils for use by the civil engineer during preparation of stormwater pollution prevention plans.
13. Recommendations for design and construction of asphalt concrete and portland cement concrete (PCC) pavements including: gradation, thickness and required degree of compaction for crushed rock base course layers; thickness and compaction criteria for hot mix asphalt concrete pavements; and

thickness criterion for PCC pavements. We also will provide recommendations for design and construction of brick pavers, sidewalks and other concrete flatwork.

14. Recommendations for design of stormwater management facilities. Our recommendations will be based on site-specific exploration, laboratory test results and discussions with the civil engineer regarding design stormwater volumes and flow rates. Our recommendations will include design criteria for swales and drywells.
15. A written report containing our findings, conclusions and recommendations.

The site exploration program will be coordinated by an experienced representative from our staff who will coordinate our on-site activities with the project design team and representatives of the City of Coeur d'Alene, as warranted, arrange clearance of proposed borings relative to existing underground utilities, obtain samples of soil encountered from the borings, and maintain a continuous log of each exploration. Upon completion of the site exploration program, soil acquired during drilling will be returned to our laboratory for selection of representative samples for testing. Results of our site exploration and laboratory testing programs will form the bases for engineering analyses, which will be used to formulate conclusions and recommendations commensurate with the scope of services described above.

CLOSURE

There are no intended third party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers. Client's oral authorization to initiate services shall be considered by both parties as formal acceptance of all the terms and conditions of this Agreement unless otherwise agreed to in writing by Client and GeoEngineers. This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

Exhibit A-2

Electrical Engineering Scope of Work



February 29, 2012

Team McEuen
C/O Welch Comer & Associates
350 E. Kathleen Avenue
Coeur d'Alene, ID 83815

Attention: Phil Boyd

Subject: City of Coeur d'Alene McEuen Field - Electrical Engineering Proposal Revision 5

Dear Team:

We appreciate this opportunity to offer our electrical engineering services. We propose to provide you with construction documents for a lump sum, fixed fee as shown in the attached fee estimate worksheet and as described below. For future bid and construction phase services we propose to work on an hourly time and expense basis upon your request.

This proposal is a revision to the prior proposals dated June 10, June 13, June 20, November 7, of 2011 and February 13, 2012. It is based upon phone conversations and email correspondence with Phil Boyd, at Welch Comer and Dick Stauffer, at Miller Stauffer Architects.

UNDERSTANDING OF PROJECT

Based on recent email correspondence of February 7 and February 29, 2012, we have revised our prior proposals as follows:

Deletions:

- Item 4 - Deleted 4th Street Work
- Item 5 - Deleted Front Ave. West, Sherman and 3rd Street
- Item 6 - Deleted Sea Wall and Steps
- Item 9 - Reduced scope of work to just include a limited amount of lighting for 7 flag poles and a small area lighting of the relocated bell. PB

Additions:

- Item 10 - Added child play area.
- Item 12 - Added Pavilion for small covered picnic area which will include two restrooms, and a mechanical room to contain the park irrigation controls, electrical and lighting controls.
- Item 13 - Added East parking lot.

We will utilize a performance specification for the electrical design for Phase I items listed below. This approach will reduce our initial engineering effort and fee, but may impact the project later on as the contractor completes the engineering during the construction phase. Based on this premise, we have revised the engineering scope and fee estimate to be for the development of performance based specifications for the following elements:

Performance Specification Design for Phase I items identified below: 2,3,7-10, 12, 13, 19

For the performance specification engineering fee, we have applied a multiplication factor as shown on the attached fee estimate work sheet. The typical factor utilized is 20%, except as shown for item number 2 (Front Avenue Parking), which we feel will require more preliminary engineering on our part due to its complexity, since it contains an underground parking structure.

Due to the large scale and overall "big-picture" nature of work required for item number 1 (Mass Grading/Site Utilities), it is our recommendation to perform this work as full Drawing and Specification Design, as per the initial proposal. Hence, the factor used is 100%.

Based on our discussion of June 7, 2011 with Dick Stauffer at the office of Miller Stauffer Architects and the conceptual design files (dated June 7, 2011) provided to us by Welch Comer, we understand the project to be the renovation of the existing McEuen Park/Field complex, located in downtown Coeur d'Alene Idaho. Our proposal is separated into elements to match categories or project elements contained in the conceptual design and the cost summary associated with the conceptual design. We understand each element to consist of the following electrical engineering effort:

Phase I

- 1. Mass Grading/Site Utilities
 - a. Coordinate with serving utilities to develop project master plan for power distribution systems and infrastructure.
 - b. Power distribution design (construction documents) to accommodate all of Phase I components which are listed below. System to include capacity for future phase II components.
 - c. Preliminary engineering and infrastructure provisions (raceway/vaults only, no conductors or power distribution equipment) for all future phase II components which are listed below.
 - d. Demolition of existing electrical service(s).
- 2. Front Avenue Parking
 - a. Below grade parking structure lighting and lighting control.
 - b. Includes possible mechanical ventilation for below grade parking.
 - c. Includes power design for one elevator, sump pumps, and convenience outlets.
- 3. Front Avenue Improvements and Promenade
 - a. Street and pedestrian lighting and lighting control for Front Street between Third Street and Sixth Street.
 - b. Includes festival tree receptacle power.
- 4. 4th Street - Deleted
- 5. Front Ave West, Sherman & 3rd Street - Deleted
- 6. Sea Wall & Steps - Deleted
- 7. Grand Plaza & Waterfront Promenade
 - a. Pedestrian lighting and light control near the west end of the project.
 - b. Includes festival tree receptacle power and accent lighting.
- 8. Centennial Trail
 - a. Pedestrian lighting and light control for a pedestrian/bicycle path from the northwest to the east side of the project.
- 9. Veterans Memorial
 - a. Flag pole lighting.
 - b. Area lighting for relocated bell.
- 10. Child Play Area
 - a. Lighting and light control for play area.

12. Pavilion

- a. Power and lighting for a pavilion consisting of two restrooms, electrical room, and covered seating area.

13. East Parking Lots (by City Shops)

- b. Parking lot lighting and control.

19. Splash Pad

- a. Pedestrian lighting and light control near this element.
- b. Power connection only to the water system including pumps, controls, and lighting.

UNDERSTANDING OF SCOPE OF WORK

We understand the scope of work to include the following:

- Task 1 – Design Services
 - Provide construction documents signed by a Professional Engineer registered in the state of Idaho. Drawings will be provided in AutoCAD Release 2010. All specifications will be prepared in the 2004 CSI format using MSWord.
 - Prepare construction plans based upon ACAD backgrounds provided to us by Team McEuen. Performance specification to include the following:
 - Lighting and lighting control
 - As defined above.
 - Coordinate lighting control design with consultant team members.
 - Coordinate lighting design with consultant team members for compliance with energy code requirements.
 - Provide and fill out energy code compliance forms.
 - Lighting fixture selection, photometric calculations, installation details, and layout/placement by others (ie: lighting representative(s), architect).
 - Power layout
 - As defined above.
 - Coordinate with the utility company for new service(s).
 - Special Systems Design
 - As defined above.
 - Coordinate sound system design with consultant team members for the elements described above. Sound system design by others.
 - Prepare construction cost estimates.
 - Submit documents for review three times.
 - Attend biweekly design progress meetings in Coeur D’Alene.

WORK NOT INCLUDED

The following services are not included in this proposal; we propose to perform these services on an as needed, time and expense basis, upon your request:

- Detailed designs for all elements except for item/element 1.
- Submit documents for permitting and make resulting changes.

- Submit documents for bidding.
- Prepare addenda as needed.
- Answer questions during bidding.
- Review shop drawings and submittals.
- Answer RFI's.
- Provide site visits and corresponding reports to observe contractor progress and compliance with contract documents.
- Attend construction meetings.
- Permitting and utility connection application fees.
- Value engineering and resulting changes after issue of permit drawings.
- Constructability review and resulting changes after issue of permit drawings.
- Theater/Stage lighting design.
- Freeze protection systems.
- Lightning Protection.
- All special system design such as but not limited to fire alarm, sound, intrusion, access, data, video, security, wireless, telephone, television, etc.
- Preparation of record drawings from contractor markups.

PRICE AND TERMS OF COMPENSATION (Terms & Conditions)

Our engineering fee has been estimated using our standard engineering fee rates for this calendar year and projected forward through the design phase; we have assumed engineering completion within 360 days of the date of this proposal; should the project be delayed beyond this time, we reserve the right to amend our engineering fee.

We appreciate this opportunity to provide our services to you, and we look forward to working with you on this interesting project. We are prepared to begin work on this project upon notice to proceed and will work to support your schedule. After you have had a chance to review this proposal information, we would be happy to meet with you to discuss any questions, comments or concerns you may have. Please do not hesitate to contact me if you have any questions. If this proposal is satisfactory, please send us authorization to proceed.

Sincerely,



Steffen Teichmann, P.E.

Authorized by _____
Date _____

Attachments:

Electrical Fee Estimate Worksheets

EXHIBIT B

EXHIBIT B
TIME OF PERFORMANCE

The project time of performance listed below are conditioned upon timely response from the City for Consultant request for information, direction and conclusions and upon timely regulatory agency response. The following times of performance do not include agency and City permit review times.

TASK 1 Design Development, Final Design, Construction Documents	300 Calendars from NTP
TASK 2 Stormwater Pollution Prevention Plan	240 Calendars from NTP
TASK 3 Project Management	300 Calendar Days from NTP
TASK 4 Right of Way Evaluation	60 Calendar Days from NTP
TASK 5 Permitting and Environmental Services Assistance	240 Calendar Days from NTP
TASK 6 Bidding Phase Services	60 Days from Parks Director Authorization to Bid
TASK 7 Construction Phase Services	360 Calendar Days from Contractor Notice to Proceed Date
TASK 8 Additional Bid Package and Bidding Phase Services	60 Days from Parks Director Authorization to Bid

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1009

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

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 5.56.040, is hereby amended to read as follows:*

5.56.040: LICENSE; FORM; ISSUANCE:

All taxicab company licenses shall be in such form as the City Council or the Council's designee may prescribe and shall contain the licensee's name, address, place of business, and phone number. Said license shall be issued to a specific person, partnership or corporation. The license shall be issued by the City Clerk and shall be for a term expiring on December 31 of each year. If the licensee's address or phone number changes at any point during the licensing period, the licensee must notify the City, in writing, of its new address or phone number within 10 business days.

Each taxi shall be required to display a numbered decal issued by the City indicating the expiration date of the license, which must be placed in the rear window visible to both the public and police.

Each vehicle used as a taxi shall have the name (as licensed) of the taxi plainly marked on both sides of the vehicle in a size no less than 12" x 16".

SECTION 2. *That subsection A of Coeur d'Alene Municipal Code Section 5.68.100, is hereby amended to read as follows:*

5.68.100: LICENSE; REVOCATION; NOTICE; HEARING:

A. When it appears that any operator or licensee, any other person designated in Idaho Code section 39-1105, or any other person twelve (12) years of age or older that resides at the childcare facility has violated this chapter, any ordinance of the city with regard to the premises where the childcare facility is located, or any other ordinance of the city or statute of the state or of the United States involving controlled substances, physical or sexual abuse involving children, any offenses specified in ~~subsection~~ [5.68.060 A](#) of this chapter or a crime of moral turpitude, the license shall be revoked.

SECTION 3. *That subsection K of Coeur d'Alene Municipal Code Section 5.68.110, is hereby amended to read as follows:*

5.68.110: PROHIBITED ACTS:

K. Permit the continued presence of any person who requires a criminal history check under ~~subsection~~ [5.68.060 A](#) of this chapter and has been convicted of one or more of the crimes enumerated in ~~subsection~~ [5.68.060 A](#) of this chapter, or who has been convicted of an amended charge arising from one of the enumerated crimes in ~~subsection~~ [5.68.060 A](#) of this chapter, or who has been charged with a crime enumerated in ~~subsection~~ [5.68.060 A](#) of this chapter and it is still pending or has no disposition.

SECTION 4. *That Table A of Coeur d'Alene Municipal Code Section 5.68.130, is hereby amended to read as follows:*

5.68.130: OPERATION REGULATIONS:

Table A:

BABIES 0-14 months	Your Count ____ x 2 points	=
WADDLERS 14-24 months	Your Count ____ x 1.5 points	=
TODDLERS 24 5-36 months	Your Count ____ x 1 point	=
PRE-SCHOOL 3-4 months	Your Count ____ x 1 point	=
PRE-K 4-5 years	Your Count ____ x 1 point	=
SCHOOL AGE 5 and older	Your count ____ x ½ point	=
	TOTAL POINTS (MAY NOT EXCEED 12)	

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

SECTION 6. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

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

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

APPROVED, ADOPTED and SIGNED this 6th day of March, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Municipal Code Housekeeping Amendments to Chapter 5.68

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.56.040, 5.68.100, 5.68.110 AND 5.68.130 TO CORRECT CLERICAL ERRORS CONTAINED IN THE ADOPTED CODE SECTIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Municipal Code Housekeeping Amendments to Chapter 5.68, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6th day of March, 2012.

Warren J. Wilson, Chief Deputy City Attorney

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: March 6, 2012
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **V-12-1, Vacation of Portions of Right-of-Way in the Kootenai Addition**

DECISION POINT

The applicant, Parkwood Business Properties, is requesting the vacation of Nora Street adjoining Lots 1-6, Block 2, the mid-block alley adjoining Lots 1-5 & 8-12 in Block 2, and, a portion of Melrose Street between Lot 12, and the N. ½ of Lot 11, Block 2 and Lot 1 and the N. ½ of Lot 2, Block 3 of the Kootenai Addition in Coeur d'Alene (map attached). All of the noted rights-of-way lie north of Emma Avenue and south of the Interlake medical building.

HISTORY

The Kootenai Addition subdivision consisting of eighty eight (88) lots was platted and annexed into the City of Coeur d'Alene in April 1908. The subdivision which had always been residential in the past, is now beginning to change into a commercially zoned district. The applicant, in partnership with Kootenai Health, have acquired +/- 85% (25/30) of the properties from Nora St. to Medina St., and, applied for and were granted a zone change (ZC-3-11 / 9/11) from R-12 to C-17L over that entire area. This is the first step in the creation of the planned medical campus that would extend from Lincoln Way to Medina Street and from Emma Avenue to I-90.

FINANCIAL ANALYSIS

There is no negative financial impact to the City. Should the request be approved, additional tax revenue would be generated at the time that the County assesses the adjoiner for the increased property value as it goes from untaxed right-of-way to commercial space. Eventually, as the area converts to commercial/medical offices, tax revenues from the property's would be generated.

PERFORMANCE ANALYSIS

The applicant, in partnership with Kootenai Health, is initiating a plan to create a medical residency program in the area of the Interlake Medical facility and Kootenai Health campus. The long term plan is to transform the area from Lincoln Way on the east, to Medina St. on the west, from single family dwellings to medical office space. This request is the initial step in the removal of public rights-of-way that would allow for the combining of the existing lots, or, the total replatting of the area, in order to facilitate the expansion of the medical campus area. Existing utility facilities in the area would be removed or reconstructed over time, as development in the area proceeds.

SUMMARY

The City Council should consider the long term plan for this area in regard to the vacating of active streets and alleyways. The Council has previously approved the commercial zoning of the area in the request, the applicant has acquired the majority of the properties in the area of the request and is actively working to secure the remaining parcels, and, the applicant has proposed a long term development plan that would be beneficial to the community. The vacation process per Idaho State Code, cannot be conditioned, therefore all modifications to existing City facilities in the area would be addressed through the building permit or platting process and the redevelopment in the area proceeds. Also, any vacation ordinance contains language that retains easements over City utility installations that exist in the area of the request.

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, PLANNER
DATE: MARCH 6, 2012
SUBJECT: **ADDITIONAL INFORMATION FOR APPEAL OF SP-2-12** – REQUEST
FOR WIRELESS TELECOMMUNICATIONS SPECIAL USE PERMIT IN
A C-17 ZONING DISTRICT
LOCATION: A +/- 0.44 ACRE PARCEL ON THE NORTHWEST CORNER OF
MULLAN AVE AND COEUR D'ALENE LAKE DRIVE.

ADDITIONAL APPEAL INFORMATION:

The Planning Department received a letter from the applicant's new consultant Verdis dated February 27, 2012 signed by Sandy Young. The letter requests that City Council deny the request without prejudice so that they may revisit Planning Commission with additional information to support their request. The letter is attached.

ACTION ALTERNATIVES:

City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice.



602 east garden avenue
p. o. box 580
coeur d' alene, idaho 83816
tel.208.667.1214
fax.208 765.2516

www.verdisnw.com

February 27, 2012

Mayor Sandi Bloem
Coeur d'Alene City Council
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

Re: SP-2-12; Wireless Communication Facility

Dear Mayor Bloem and Council:

I have recently been retained by Crown Castle to represent them in their request for approval of a Special Use Permit to allow the relocation of an existing Wireless Telecommunication Facility in a C-17 zone. Their existing tower would be moved approximately 300 feet to the new location.

This request was heard by the Planning Commission in a public hearing on January 10, 2012. The Commission denied the application.

Crown Castle's former planning consultant, PTS, submitted a letter to you on January 23, 2012, appealing the Planning Commission's decision. In that letter PTS stated that they believed that the Planning Commission had erred in their decision. Neither Crown Castle nor I agree with that statement.

Rather we believe that had the Planning Commission been given all of the required information necessary to make an informed decision, they would have come to a different conclusion. I would like another opportunity to present the application to the Planning Commission, in its complete form, including a landscape plan.

I ask that on March 6, 2012 the City Council consider my request to deny this application without prejudice so that we may return to the Planning Commission without delay.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandy Young". The signature is fluid and cursive, with a large loop at the end.

Sandy Young
Principal Land Use Planner

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, PLANNER
DATE: MARCH 6, 2012
SUBJECT: APPEAL OF SP-2-12 – REQUEST FOR WIRELESS TELECOMMUNICATIONS
SPECIAL USE PERMIT IN A C-17 ZONING DISTRICT
LOCATION: A +/- 0.44 ACRE PARCEL ON THE NORTHWEST CORNER OF MULLAN AVE
AND COEUR D'ALENE LAKE DRIVE.

APPLICANT:
Crown Castle c/o Sunny Ausink
111 S. Jackson St., Suite 200
Seattle, Washington 98104

PROPERTY OWNER:
CMG Group, LLC
219 Coeur d'Alene Lake Dr.
Coeur d'Alene, Idaho 83814

DECISION POINT:

Crown Castle is requesting approval of a Special Use Permit to construct a new 120' foot wireless telecommunications facility at 219 Coeur d'Alene Lake Dr. in conjunction with the existing hotel/motel use presently in business onsite. The requested use is classified under city code as a ***Civic activity- Essential Service***.

GENERAL INFORMATION:

Crown Castle has an existing telecommunications facility located at the NE corner of 24th and Sherman Ave. Due to issues with the existing property owner (acknowledged in the application), Crown Castle is proposing to dismantle the existing site and rebuild on the proposed site located at 219 Coeur d'Alene Lake Drive. The proposed facility will allow for up to four (4) total wireless carriers. Per the application, there will be three (3) colocation spots available.

The existing Hotel/Motel use on site will continue to operate as such. The Holiday Motel currently offers 11 rooms for rent and a caretaker's unit. Current parking code for a hotel/motel use requires one (1) parking stall per room and no parking stalls required for the requested tower. The proposed site plan shows sufficient parking to meet code requirements for both the hotel/motel use and the telecommunications facility. The 0.44 acre parcel is currently zoned C-17 (Commercial at 17 units/gross acre).

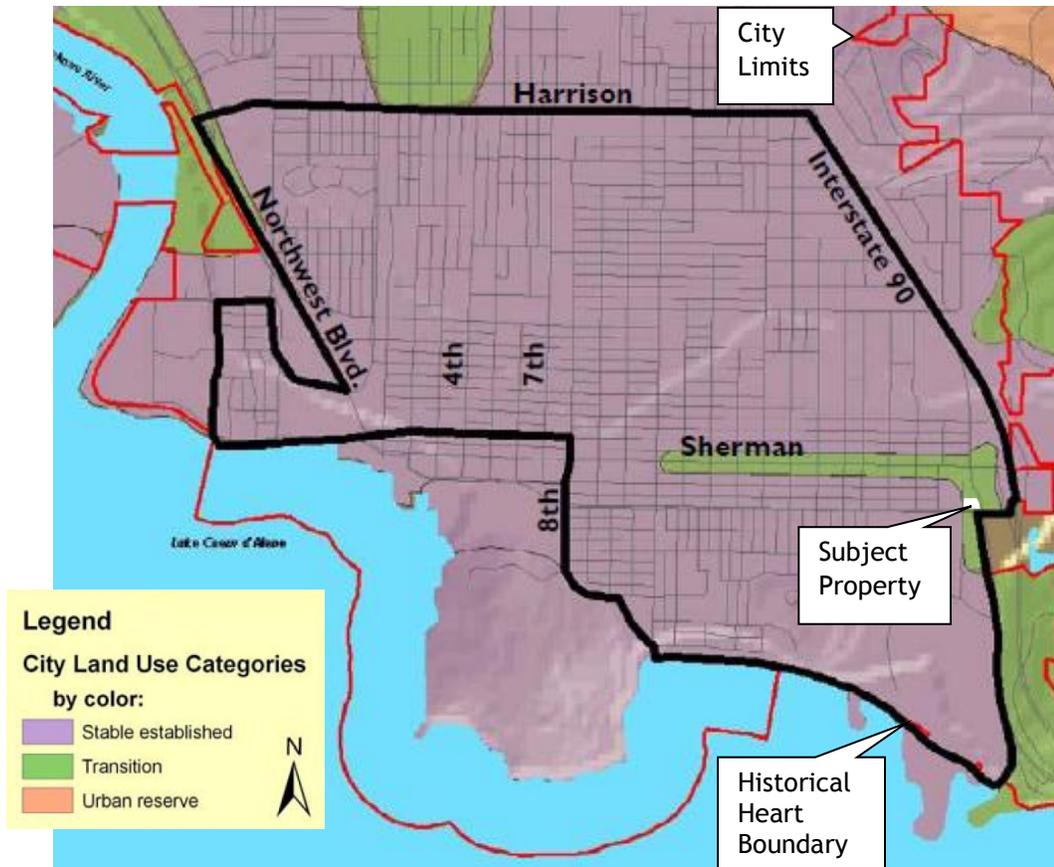
The site will operate continually, 24 hours a day for seven days a week. The site will be unmanned, requiring only frequent visits by maintenance personnel, typically once a month. The proposed facility is a passive use; there are no activities that will produce airborne emissions, odor, vibration, heat, glare, or noxious/toxic materials. According to the FCC regulations, this proposal will not create adverse radio interference with residential uses of electronic equipment.

REQUIRED FINDINGS:

Pursuant to Section 17.09.220, Special Use Permit Criteria, a special use permit may be approved only if the proposal conforms to all of the following criteria to the satisfaction of the City Council:

A. Finding #B8A: The proposal (is) (is not) in conformance with the Comprehensive Plan.

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as Historical Heart - Transition:



Transition:

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.

Historical Heart Tomorrow

Increased property values near Lake Coeur d’Alene have intensified pressure for infill, redevelopment, and reuse in the areas surrounding the downtown core. Stakeholders must work together to find a balance between commercial, residential and mixed use development in the Historic Heart that allows for increased density in harmony with long established neighborhoods and uses. Sherman Avenue, Northwest Boulevard and I-90 are gateways to our community and should reflect a welcoming atmosphere. Neighborhoods in this area, Government Way, Foster, Garden, Sanders Beach, and others, are encouraged to form localized groups designed to retain and increase the qualities that make this area distinct.

The characteristics of Historical Heart neighborhoods will be:

- That infill regulations providing opportunities and incentives for redevelopment and mixed use development will reflect the scale of existing neighborhoods while allowing for an increase in density.
- Encouraging growth that complements and strengthens existing neighborhoods, public open spaces, parks, and schools while providing pedestrian connectivity.
- Increasing numbers of, and retaining existing street trees.
- That commercial building sizes will remain lower in scale than in the downtown core.

3. 2007 Comprehensive Plan **Goals and Objectives** that apply:

Objective 1.05

Vistas:

- Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.

Objective 1.06

Urban Forests:

- Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.

Objective 1.11

Community Design:

- Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.12

Community Design:

- Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

- Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 1.18

Night Sky:

- Minimize glare, obtrusive light, and artificial sky glow by limiting outdoor lighting that is misdirected, excessive, or unnecessary.

Objective 2.01

Business Image & Diversity:

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

Objective 3.05

Neighborhoods:

- Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.06

Neighborhoods:

- Protect the residential character of neighborhoods by allowing residential/ commercial/ industrial transition boundaries at alleyways or along back lot lines if possible.

Objective 4.06

Public Participation:

- Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

Evaluation: The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

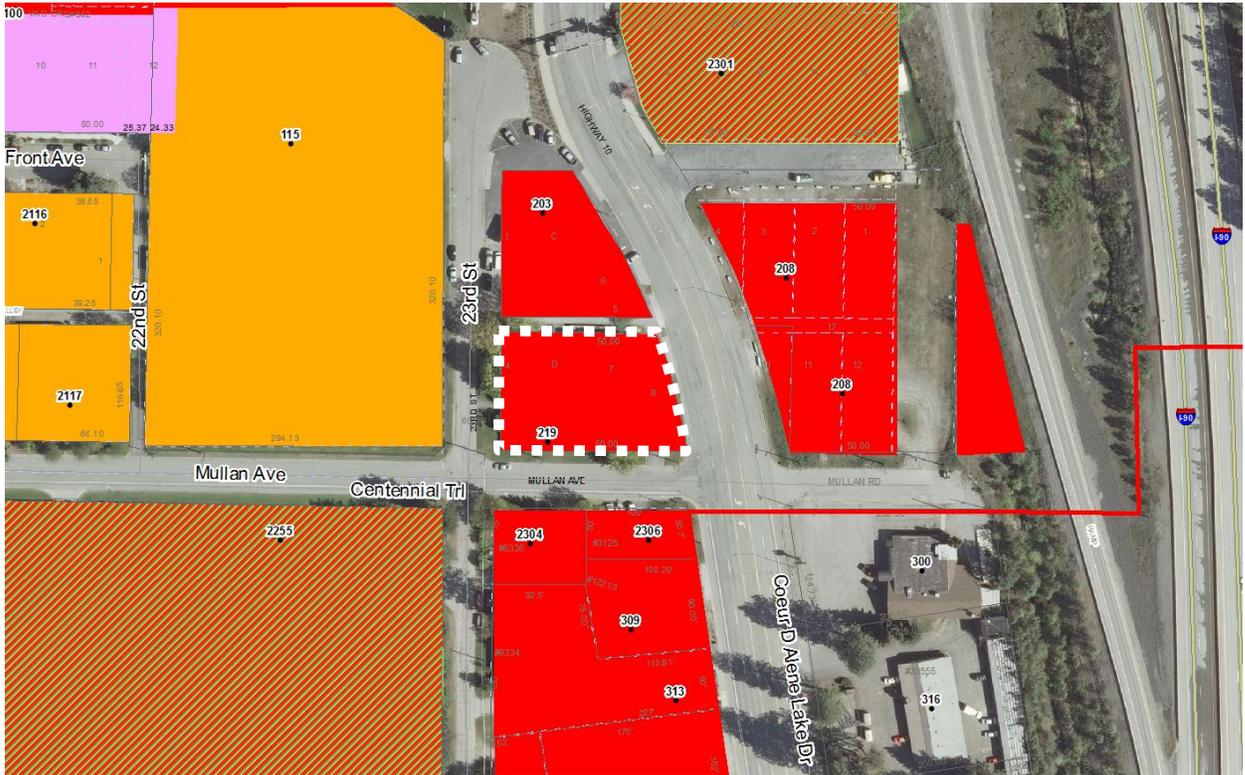
B. Finding #B8B: The design and planning of the site (is) (is not) compatible with the location, setting, and existing uses on adjacent properties.

1. Aerial & oblique views:



2. Zoning:

- zoning
- C-17
- C-17L
- C-17LPUD
- C-17PUD
- DC
- DCPUD
- LM
- M
- MH-8
- MH-8PUD
- NC
- NW
- R-1
- R-12
- R-12PUD
- R-17
- R-17PUD
- R-1PUD
- R-3
- R-3PUD
- R-5
- R-5PUD
- R-8
- R-8PUD
- R-8SF



3. Generalized land use pattern:

- Land Use
- SFA
- SFD
- DUPLEX
- MH
- MHP
- MFD
- CIVIC
- COMM
- MFGR
- AGRICULT
- VACANT



4. Photo(s) of Site:

Photo of NW corner of subject property (Interior looking NW):



Proposed Location (From 24th St. & Mullan Ave. looking NE):



Existing Wireless Tower site near 24th & Sherman Ave:



5. Context of Area:

The area surrounding the request is generally flat excepting the I-90 elevation change and is made up of a number of different land uses. To the north is a commercial restaurant use, to the east (across Cd'A Lake Dr.) is vacant property, south (across Mullan Ave.) are residential structures, and to the west a (civic) cemetery.

6. Landscaping:

The following code for applies to all proposed wireless towers.

17.08.825: Site Development Standards:

C. Landscaping, Screening and Fencing:

1. In all zoning districts, the following additional landscaping shall be required beyond that which is required for the zone in which it is located:

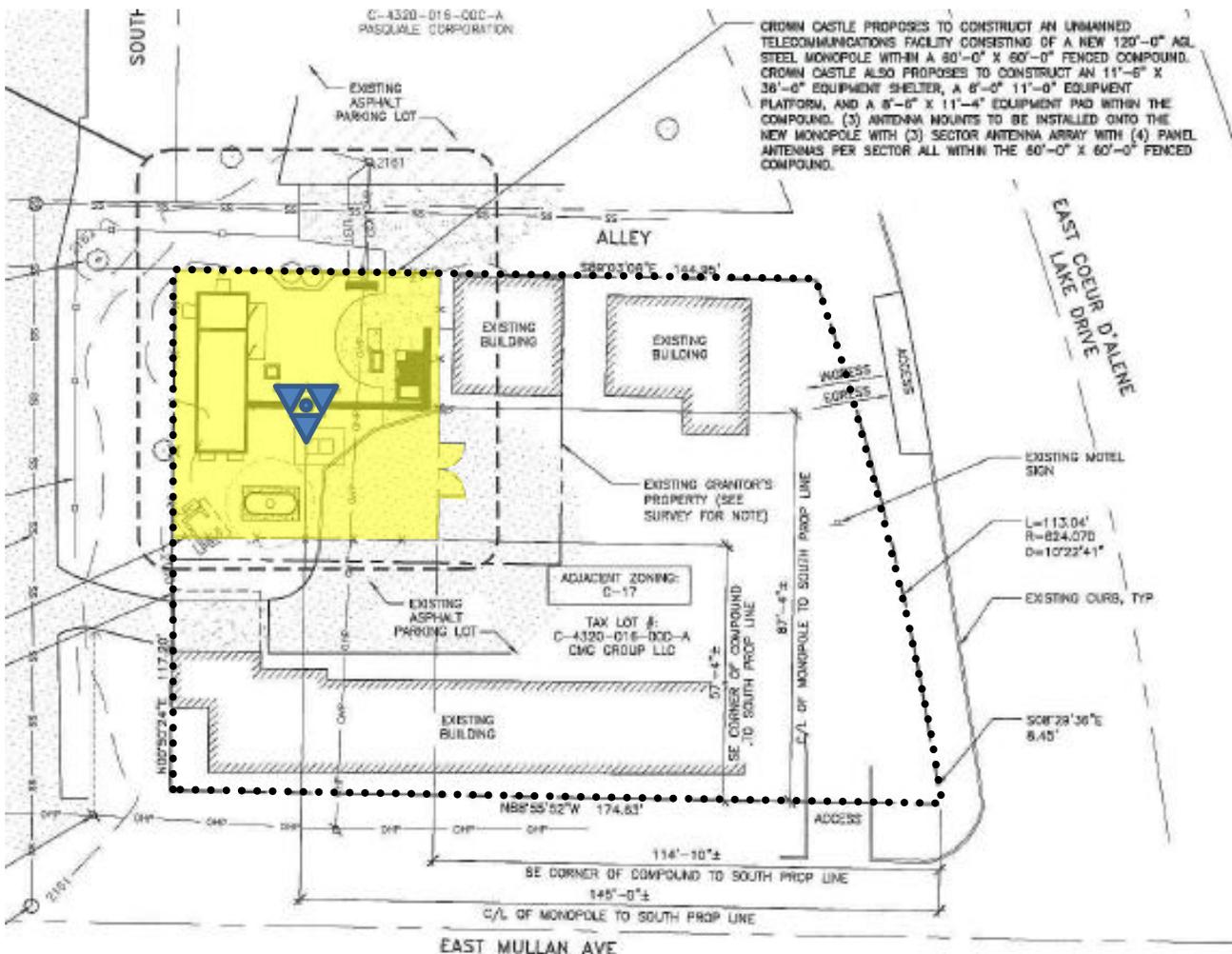
a. Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with buffer yard and street tree landscaping as required for the zone in which located.

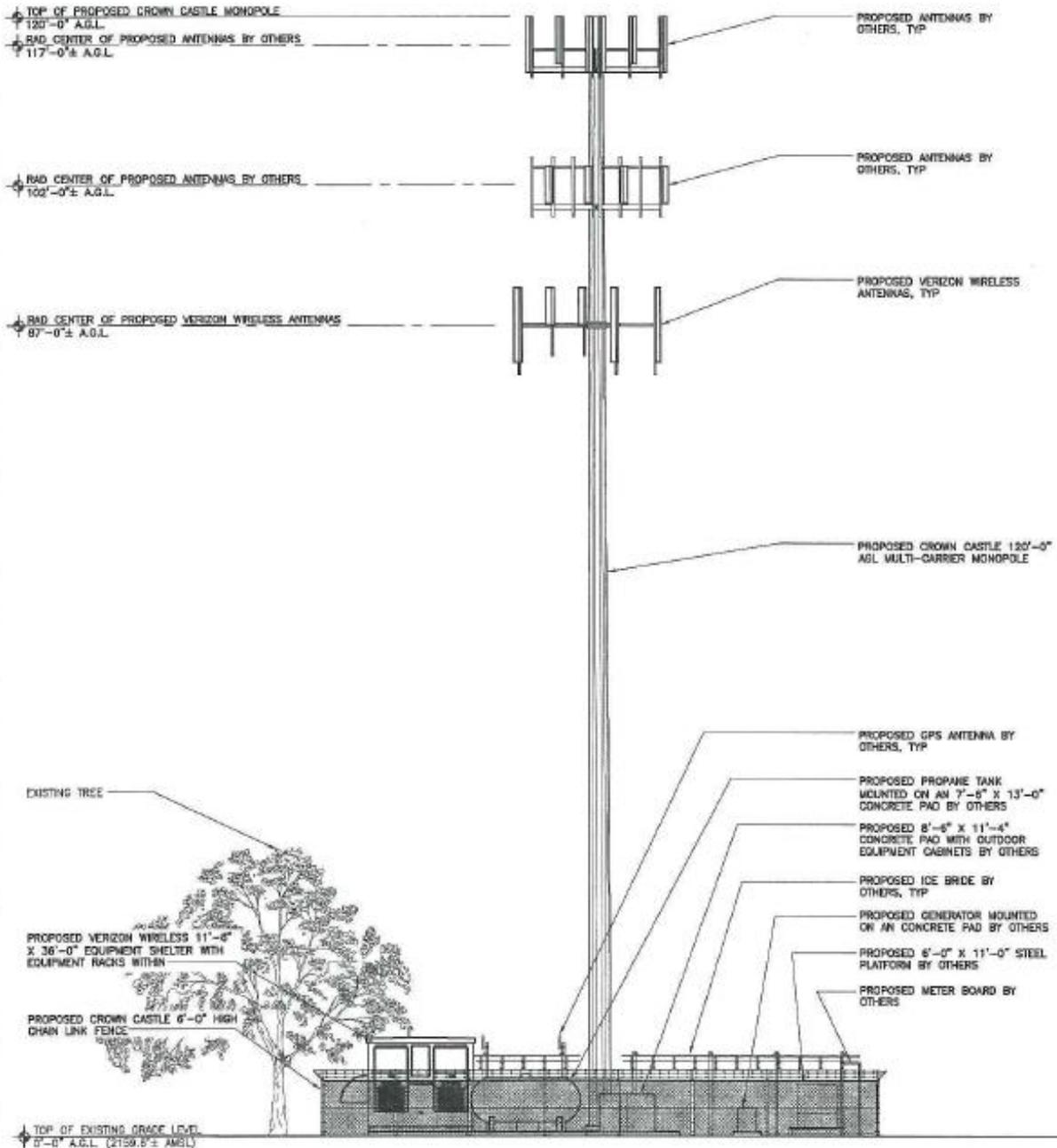
b. In particular, the ground level view of support towers shall be mitigated by additional landscaping provisions as established through the special use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the special use permit and, if approved, shall take precedence over the foregoing requirement.

The applicant did not provide a specific landscaping plan, however, within the justification portion of the application there is a request to leave the street trees and native vegetation intact as the buffer. It states, "Existing street landscaping buffer will screen the proposed shelter. Any new landscaping will be difficult to keep alive."

Evaluation: Based on the information presented, the City Council must determine if the request is compatible with surrounding uses and is designed appropriately to blend in with the area.

C. **Finding #B8C:** The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities and services.

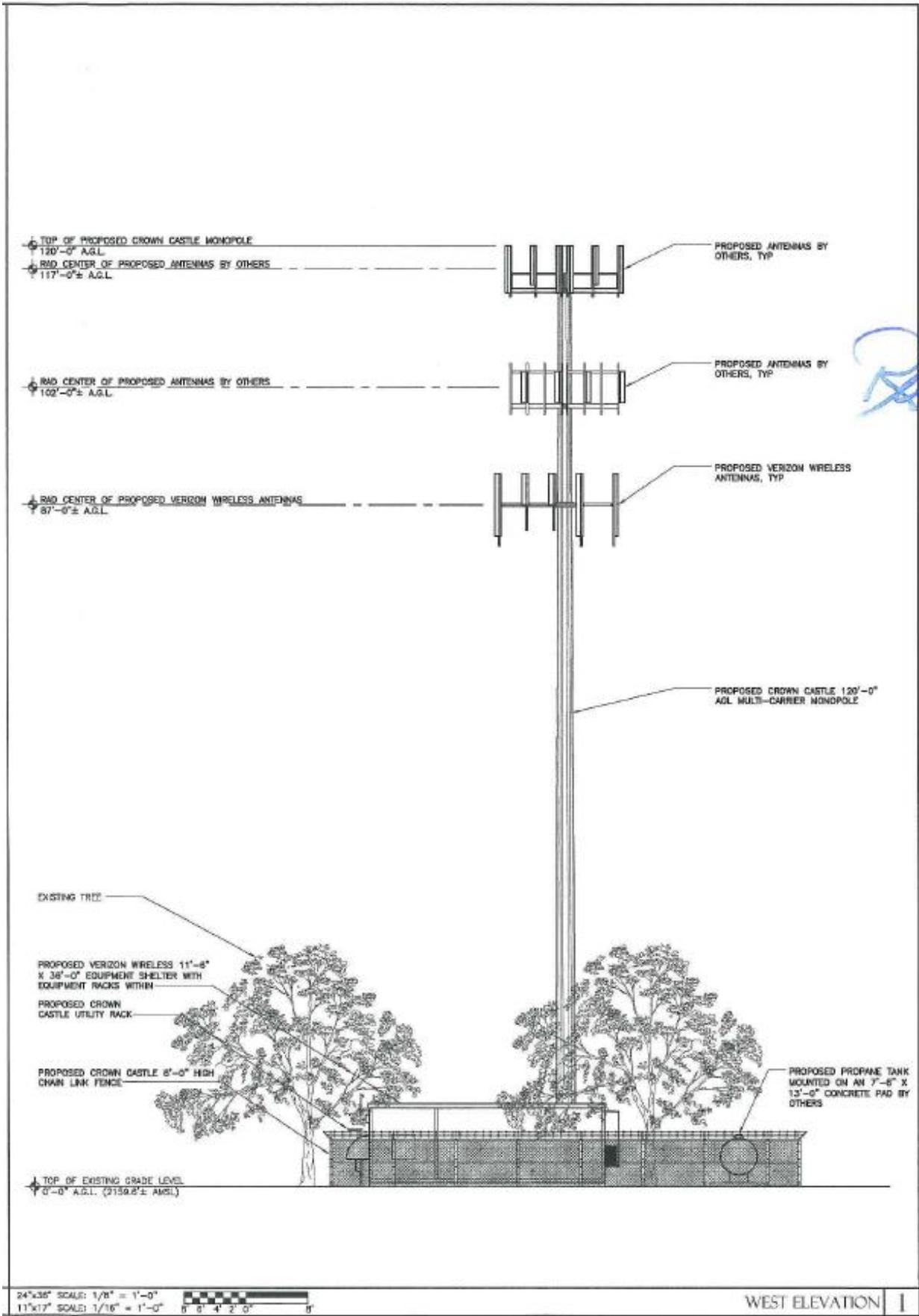




24"x36" SCALE: 1/8" = 1'-0"
 11"x17" SCALE: 1/16" = 1'-0"

SOUTH ELEVATION 2

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



1. **APPLICANT COMMENT:**

"The proposed use and project design will comply with the zoning district of the C-17 zone. Proposal will be adequately served by existing streets, public facilities and services."

2. **STAFF COMMENTS:**

UTILITIES: An 8" water main fronts the south side of the property in Mullan Ave. There are no mains on the west or east side of the property. There is an existing domestic and irrigation service to the existing motel. If this were to become a separate lot and a domestic and/or irrigation service were required for this facility, lot boundaries may be an issue and could possibly trigger a main extension requirement dependent on lot frontage. Sufficient fire flow should be available.

-Submitted by Terry Pickel, Assistant Water Superintendent

ENGINEERING: No issues.

-Submitted by Chris Bates, Engineering Project Manager

FIRE: No issues.

-Submitted by Brian Keating, Fire Inspector

WASTEWATER: No objection or comments for SP-2-12.

-Submitted by Jim Remitz, Utility Project Manager

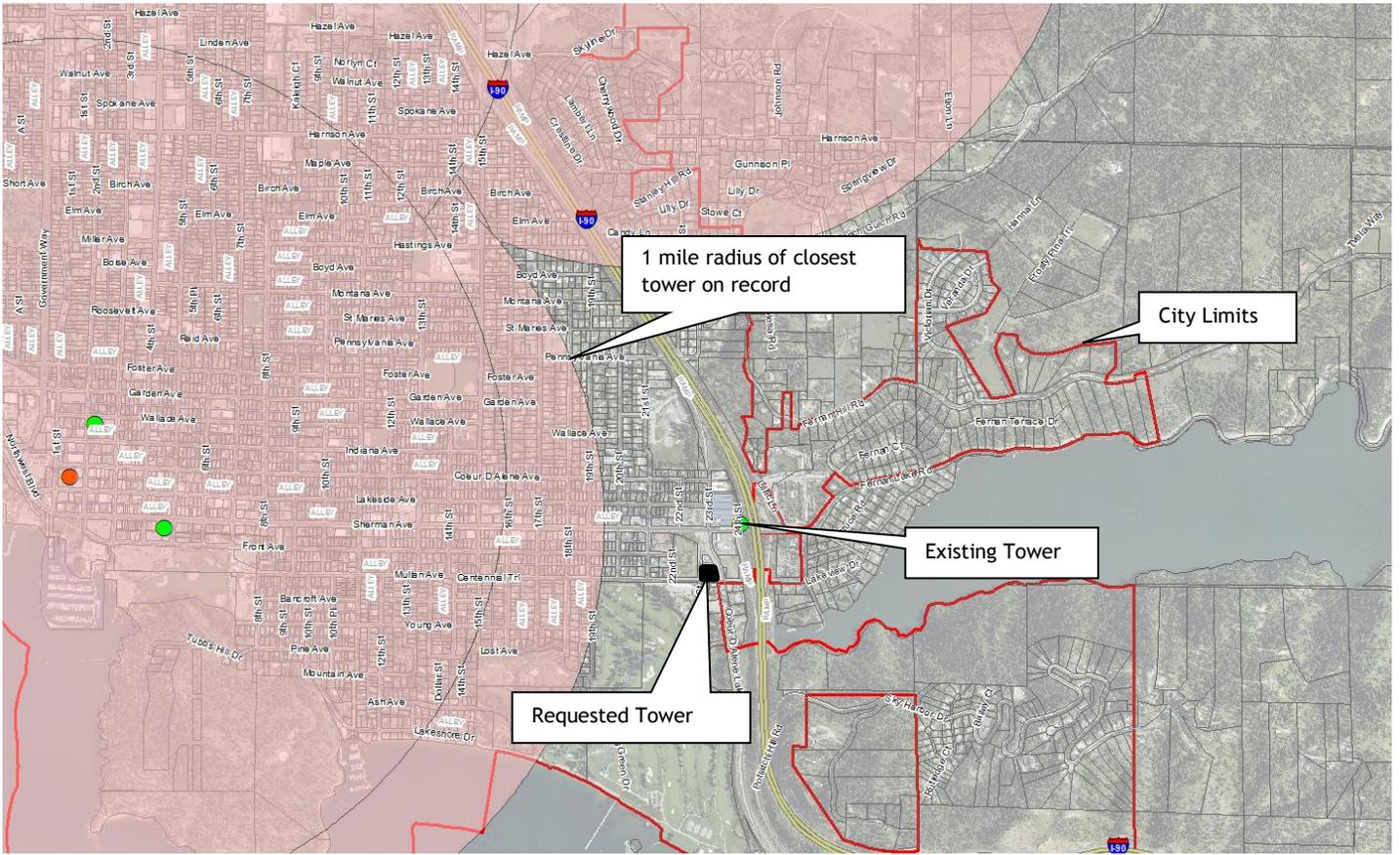
Evaluation: *City Council must determine if the location, design, and size of the proposal are such that the development will or will not be adequately served by existing streets, public facilities and services.*

D. **In addition to the findings above, the *Wireless Communication Facilities Regulations* require that:**

17.08.825 H. 2.:

No new wireless communication support towers may be constructed within one mile of an existing support tower, unless it can be demonstrated to the satisfaction of the City Council that the existing support tower is not available for colocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant.

NOTE: The following maps show 1 mile radii of existing towers (note- existing tower to be removed not included as the proposed tower would be a replacement):



APPLICANT'S JUSTIFICATION:

The applicant's reasons in support of the request are attached.

Evaluation: *These reasons and other evidence of record should be evaluated to determine if the request should be granted.*

CONDITIONS:

No staff conditions proposed.

The City Council may, as a condition of approval, establish reasonable requirements to mitigate any impacts that would adversely affect the surrounding neighborhood. Please be specific, when adding conditions to the motion.

ORDINANCES AND STANDARDS USED IN EVALUATION:

- 2007 Comprehensive Plan
- Municipal Code
- Idaho Code
- Wastewater Treatment Facility Plan
- Water and Sewer Service Policies
- Urban Forestry Standards
- Transportation and Traffic Engineering Handbook, I.T.E.
- Manual on Uniform Traffic Control Devices

ACTION ALTERNATIVES:

City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

22 November 2011

Tami Stroud
City of Coeur D'Alene
710 E Mullan Ave
Coeur d'Alene ID 83814

RE: Crown Castle Application for a Wireless Facility: Tubbs Hill CC#808809
Site Address: 219 COEUR D'ALENE LAKE DRIVE, COEUR D'ALENE, ID 83814

SITE DESCRIPTION & CONTEXT:

The site is located within at 219 Coeur D'Alene Lake Drive within the C-17 zone.

Crown Castle proposed to construct a new 120 foot wireless telecommunications facility at the above reference address. Currently, Crown Castle has an existing telecommunications facility located at 418 North 2nd Street. Due to issues with the existing property owner at this current site, Crown Castle is proposing to dismantle the existing site and relocating it to the proposed site located at 219 Coeur D'Alene Lake Drive. The proposed facility will allow for up to four (4) future colocation of other wireless carriers.

The visual impact of this wireless facility will be the largest impact. The wireless facility will be visible from surrounding properties and from the roads in the area. The visual impact of the wireless facility will be mitigated

The proposed facility is a passive use; there are no activities that will produce airborne emissions, odor, vibration, heat, glare, or noxious/toxic materials. The special use will not be materially detrimental to the uses or property in the immediate vicinity of the subject property. According to the FCC regulations, this proposal will not create adverse radio interference with residential uses of electronic equipment.

The site will operate continually, 24 hours a day for seven days a week. The site will be unmanned, requiring only frequent visits by maintenance personnel, typically once a month. On-site construction is proposed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, for a time period of approximately one month. Vehicular access to the project site during the construction and operational phases of the proposal will be made from Coeur D'Alene Lake Drive. After construction, a maintenance worker will visit the site once a month. Due to the limited amount of traffic generated by the proposal, no off-site street improvements are required for this application. The facility will not require water or wastewater facilities or contribute to erosion due to storm water run-off.

JUSTIFICATION:

Proposed Activity Group; *Construct a 120 feet Wireless Telecommunications Facility*

Prior to approving a special use permit, the Planning Commission is required to make Findings of Fact. Findings of Fact represent the official decision of the Planning Commission and specify why the special use permit is granted. The BURDEN OF PROOF for why the special use permit is necessary rests on the applicant. Your narrative should address the following points (attach additional pages if necessary):

A. A description of your request;

Response: Crown Castle proposed to construct a new 120 foot wireless telecommunications facility at the above reference address. Currently, Crown Castle has an existing telecommunications facility located at 418 North 2nd Street. Due to issues with the existing property owner at this current site, Crown Castle is proposing to dismantle the existing site and relocating it to the proposed site located at 219 Coeur D'Alene Lake Drive. The proposed facility will allow for up to four (4) future colocation of other wireless carriers.

B. Explain how your request conforms to the 2007 Comprehensive Plan;

Response: The approval of the Special Use Application is consistent and compatible with the intent of goals, objectives and policies of the Comprehensive Plan and any other City ordinances.

C. Explain how the design and planning of the site is compatible with the location, setting and existing uses on adjacent properties;

Response: The proposal will not be detrimental to the public health, safety, and general welfare, nor will it be injurious to, or adversely affect, the uses, property, or improvements adjacent to and in the vicinity of the site. The proposed use and the project design will comply with the zoning district of the C-17 zone.

D. Explain how the location, design, and size of the proposal will be adequately served by existing streets, public facilities and services;

Response: The proposed use and the project design will comply with the zoning district of the C-17 zone. Proposal will be adequately served by existing streets, public facilities and services.

E. Any other information that you feel is important and should be considered by the Planning Commission in making their decision.

17.08.825: SITE DEVELOPMENT STANDARDS:

All wireless communication facilities shall be required to obtain a site development permit or building permit and shall be subject to the site development standards prescribed herein:

A. Site Development Permit: A site development permit shall contain the following information:

1. Construction drawings showing the proposed method of installation;

Response: Construction drawings dated 11/22/2011 shows the proposed method of installation.

2. The manufacturer's recommended installations, if any;

Response: If any, the construction drawings will include the manufacturers recommended installations.

3. A diagram to scale showing the location of the wireless communication facility, property and setback lines, easements, power lines, all structures, and the required landscaping.

Response: Please refer to construction drawings sheet A-1.

B. National Standards: All support towers shall be constructed to the Electronic Industries Associations/Telecommunications Industries Association (EIA/TIA) 222 revision E standard entitled "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

Response: Prior to building permit submittal, a structural analysis for the proposed wireless telecommunications facility will be performed to meet this national standard.

C. Landscaping, Screening And Fencing:

1. In all zoning districts, the following additional landscaping shall be required beyond that which is required for the zone in which it is located:

a. Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with buffer yard and street tree landscaping as required for the zone in which located.

Response: Existing street landscaping buffer will screen the proposed shelter. Any new landscaping will be difficult to keep alive. See attached photographs.

b. In particular, the ground level view of support towers shall be mitigated by additional landscaping provisions as established through the special use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the special use permit and, if approved, shall take precedence over the foregoing requirement.

Response: Existing street landscaping buffer will screen the proposed shelter. Any new landscaping will be difficult to keep alive. See attached photographs.

2. A chainlink fence no less than six feet (6') in height from the finished grade shall be constructed around each support tower and around related support or guy anchors. Access shall only be through a locked gate.

Response: A six (6') feet tall chainlink fence is proposed. See sheet A-4 of construction drawings. Access will be through a locked gate and through authorized personnel only.

D. Color And Lighting:

1. Antenna arrays located on an existing structure shall be placed in such a manner so as to not be visible from a ground level view adjacent to the structure. If, however, circumstances do not permit such placement, the antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure.

Response: Antenna arrays will be placed and colored to blend into the architectural detail and color of the tower.

2. Support towers, etc., shall be painted a color that best allows it to blend into the surroundings. The use of grays, blues and greens might be appropriate, however, each case should be evaluated individually. For support towers, only such lighting as is necessary to satisfy FAA requirements is permitted. Where possible, waivers to FAA coloring and lighting requirements should be sought. White strobe lighting will not be allowed, unless specifically required by the federal aviation administration (FAA). Security lighting for the equipment shelters or cabinets and other on the ground ancillary equipment is also permitted, as long as it is appropriately down shielded to keep light within the boundaries of the site.

Response: Proposed tower will be painted gray.

E. Setback Requirements:

1. Support tower structures that do not exceed the height limit of one hundred fifty feet (150') need only meet the setback requirements for the zone in which they are located, as long as the required landscaping and screening is accommodated.

Response: Proposed tower will not exceed 150' in height and will meet the setback requirements of the zone.

2. Support tower structures that do exceed one hundred fifty feet (150') shall be set back from property lines as required by that zone or one foot (1') for every ten feet (10') of total tower height, whichever produces the greater setback. Alternatively, the setback from the property lines shall be a minimum of fifty feet (50') or one foot (1') for every foot of tower height, whichever produces the greater setback.

Response: Proposed tower will not exceed 150' in height and will meet the setback requirements of the zone.

3. All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirement of the zone in which it is located.

Response: All equipment shelter meets the setback requirement of the zone C-17.

F. Permanent Foundation Required: All ancillary on the ground equipment shall be situated on a permanent foundation.

Response: Proposed ground equipment area will be situated on a permanent foundation.

G. Electromagnetic Field/Radio Frequency Radiation Standards: Installation of a wireless communication antenna array shall conform to such standards as are required by the federal communication commission's regulations.

Response: Any installation of wireless communication array will conform to such standards required by the FCC.

H. Sharing Of Support Towers And Colocation Of Facilities:

1. It is the policy of the city to minimize the number of wireless communication support towers and to encourage the colocation of antenna arrays of more than one wireless communication service provider on a single support tower. The city will pursue all reasonable strategies to promote colocation and will act as facilitator to bring about colocation agreements between multiple wireless communication service providers.

Response: Currently there are (3) carriers on the existing tower located at 418 N 2nd Street, the relocation of the new tower to the proposed location will accommodate the (3) existing carriers and (1) future carrier – thus the new tower can accommodate up to (4) wireless carriers.



111 S Jackson St, 2nd Floor
Seattle, WA 98104

(206) 342 9000

2. No new wireless communication support towers may be constructed within one mile of an existing support tower, unless it can be demonstrated to the satisfaction of the planning commission that the existing support tower is not available for colocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant.

Response: Proposed wireless communication support tower will provide for future colocation of other wireless carriers.

I. Discontinuation Of Use: Any wireless communication facility that is no longer needed and its use is discontinued shall be reported immediately by the service provider to the planning director. Discontinued facilities aboveground shall be completely removed within six (6) months and the site restored to its preexisting condition. (Ord. 3127 §15, 2003: Ord. 3064 §16, 2002: Ord. 2833 §13, 1997)

Response: Crown Castle agrees to the removal of facilities if discontinued use.

This statement is true and complete to the best of my knowledge. I understand City of Coeur D'Alene is relying on them to make its decision

Signature:

Sunny Ausink [206-446-0448](tel:206-446-0448) / sausink@ptswa.com

Date submitted:

11/22/2011







219 Coeur Dalene Lake Dr, Coeur d'Alene, ID 83814

Applicant: Crown Castle c/o Sunny Ausink
Location: 219 Coeur d'Alene Lake Drive
Request: A request for a Wireless Communication special use permit
In the C-17 zoning district
QUASI-JUDICIAL (SP-2-12)

Planner Holm presented the staff report, gave the mailing tally as: 0 in favor, 1 opposed, and 1 neutral and answered questions from the Commission.

Commissioner Messina commented on page seven of the staff report, it shows a picture of the lot where the existing tower is surrounded by trees. He inquired if those trees be removed.

Planner Holm commented that the applicant is here to answer that question.

Public testimony:

Amanda Martin, applicant representative, 5017 46th Avenue, Seattle, explained that trees will need to be removed because of shading caused by the tower. She they will also place a chain link fence around the property.

Commissioner Messina inquired if the applicant will be required to landscape the lot.

Planner Holm stated that once the applicant applies for a permit, there are design guidelines that will trigger those landscaping requirements for approval.

Chairman Jordan inquired what will be used as a buffer.

Ms. Martin commented that they are proposing a six-foot tall chain-link fence that will act as a landscape buffer to screen the property. She added that any new landscaping will be difficult to keep alive because of the shading from the tower.

Commissioner Luttrupp inquired what will be the color chosen for the proposed tower.

Ms. Martin explained that the color will be similar to the existing tower.

Commissioner Luttrupp commented that some of these towers are not appealing to look at and inquired if there is another design.

Ms. Martin explained that in other cites, they designed towers that look similar to a tree and blended nicely with the area. She feels that a tree design would not be appropriate for this site because it is a vacant lot.

Commissioner Evans commented that she rides her bike in this area often and does notice the existing tower when riding, but feels the placement of the new tower will be sitting at the entry to the city, and the first thing people see when they come to Coeur d'Alene. She understands that cell towers are needed in order to get better coverage, but feels that this tower could be placed somewhere else and not in the center of town.

Brian Adams, applicant representative, 13305 NE Woodenville, Washington, commented that he feels since this is a new tower, he would choose a darker color that would blend better with the area and not stand out.

Commissioner Soumas inquired if the applicant had other choices in case this request is not approved. Mr. Adams explained that they did research this area and found this to be the best spot with the zoning needed to place a cell tower.

Ron Ayers, 319 Coeur d'Alene Lake Drive, commented that he owns a hotel across from the applicant's property and is opposed to the request. He explained a couple years ago the city proposed a study to be done in this area in order to promote growth. He explained that this is a gateway into the city and until that study is done feels that this is not the right spot for a cell tower.

Joel Hazel, attorney for Crown Castle, explained that due to legal issues with the existing property owner, the applicant has chosen to relocate to another site. He stated that they are hopeful to win the lawsuit with the existing owner and be able to extend the existing contract.

Commissioner Luttopp inquired how the applicant found the current location.

Mr. Hazel explained that because of the legal issues with the existing owner, the applicant approached the owners of surrounding areas to place a new tower and was met by resistance caused from the existing owner. He feels he found this location with a lot of hard work.

Commissioner Messina inquired what happens if this application is denied.

Mr. Hazel explained that they would have to take down the tower and customers who use their cell phones would be affected.

Commissioner Evans inquired what will be the height of the new tower.

Ms. Martin answered that the proposed tower will not exceed 150 feet and that they are proposing 120 feet would be perfect. She explained that wireless companies prefer to go as tall as they can in order to get the best coverage for their customers.

Commissioner Soumas inquired what are the requirements allowed to place a new cell tower from an existing tower.

Ms. Martin stated that new wireless towers may not be constructed within one mile of an existing support tower.

Public Testimony closed:

Discussion:

Commissioner Messina commented that he lives outside this area and has noticed when driving into the city, he has never noticed the existing tower. He feels that the location of the new tower will be noticed and be an "eye sore" and not attractive to this part of town.

Commissioner Soumas commented that the city has been working with the business owners in this area to discuss ideas on how to generate business and understands why cell towers are needed, but feels this proposal is premature until those changes happen.

Commissioner Luttopp concurs and feels that a cell tower will be out of place in this area.

Motion by Soumas, seconded by Evans, to deny Item SP-2-12. Motion approved.

ROLL CALL:

Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttopp	Voted	Aye
Commissioner Soumas	Voted	Aye

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

A. INTRODUCTION

This matter having come before the Planning Commission on, January 10, 2012, and there being present a person requesting approval of **ITEM: SP-2-12**, a request for a Wireless Telecommunications Special Use Permit in the C-17 (Commercial at 17 units/acre) zoning district.

APPLICANT: CROWN CASTLE C/O SUNNY AUSINK

LOCATION: A +/- 0.44 ACRE PARCEL ON THE NORTHWEST CORNER OF MULLAN AVE AND COEUR D'ALENE LAKE DRIVE.

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

- B1. That the existing land uses are Residential, Commercial and vacant property.
- B2. That the Comprehensive Plan Map designation is Historical Heart: Transition.
- B3. That the zoning is C-17 (Commercial at 17 units/acre).
- B4. That the notice of public hearing was published on, December 24, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on December 31, 2011, which fulfills the proper legal requirement.
- B6. That 14 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, December 23, 2011, and 1 response was received: 0 in favor, 0 opposed, and 1 neutral.
- B7. That public testimony was heard on January 10, 2012. There were 4 people that gave testimony 3 in favor and 1 opposed.
 - Joel Hazel (Cd'A), Bryan Adams (Seattle), and Amanda Martin (Seattle) in favor, and;
 - Ron Ayers (Cd'A) opposed.

(NOTE: Please refer to the sign-in sheet for public testimony for complete addresses.)

- B8. Pursuant to Section 17.09.220, Special Use Permit Criteria, a special use permit may be approved only if the proposal conforms to all of the following criteria to the satisfaction of the Planning Commission:

B8(A). The proposal is not in conformance with the comprehensive plan, as follows:

- 1. Fails to meet Objective 1.05, Vistas:
 - ***Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique***, and;
- 2. Does not meet design criteria, specifically, that the applicant failed to provide an adequate landscaping plan with the application that complies with code requirements.

B8(B). The design and planning of the site is not compatible with the location, setting, and existing uses on adjacent properties. This is based on:

1. The proposal is not compatible with the existing land use patterns of the area, and;
2. The design and appearance are not compatible with the surrounding neighborhood, architectural style, building heights and landscaping.

B8(C). The location, design, and size of the proposal are such that the development will be adequately served by existing streets, public facilities and services. This is based on:

1. Meets the criteria that adequate public services are available for the facility

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of **CROWN CASTLE C/O SUNNY AUSINK** for a special use permit, as described in the application should be denied.

Motion by Soumas, seconded by Evans, to adopt the foregoing Findings and Order.

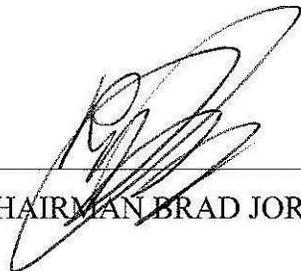
ROLL CALL:

Commissioner Evans	Voted: Yes
Commissioner Luttrupp	Voted: Yes
Commissioner Messina	Voted: Yes
Commissioner Soumas	Voted: Yes

Chairman Jordan	Voted: N/A (tie breaker)
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Commissioner Bowlby was absent.

Motion to deny carried by a 4 to 0 vote.



CHAIRMAN BRAD JORDAN

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on March 6, 2012, and there being present a person requesting approval of and there being present a person requesting approval of **ITEM: SP-2-12**, a request for a Wireless Telecommunications Special Use Permit in the C-17 (Commercial at 17 units/acre) zoning district.

APPLICANT: CROWN CASTLE

*LOCATION: A +/- 0.44 ACRE PARCEL ON THE NORTHWEST CORNER OF MULLAN AVE
AND COEUR D'ALENE LAKE DRIVE.*

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

(The City Council may adopt Items B1 to B7.)

- B1. That the existing land uses are Residential, Commercial and vacant property.
- B2. That the Comprehensive Plan Map designation is Historical Heart: Transition.
- B3. That the zoning is C-17 (Commercial at 17 units/acre).
- B4. That the notice of public hearing was published on February 18, 2012, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, February 27, 2012, which fulfills the proper legal requirement.
- B6. That 14 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 17, 2012, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on March 6, 2012.
- B8. Pursuant to Section 17.09.220, Special Use Permit Criteria, a special use permit may be approved only if the proposal conforms to all of the following criteria to the satisfaction of the City Council:

B8A. The proposal **(is) (is not)** in conformance with the comprehensive plan, as follows:

B8B. The design and planning of the site **(is) (is not)** compatible with the location, setting, and existing uses on adjacent properties. This is based on

- Criteria to consider for B8B:**
1. Does the density or intensity of the project "fit " the surrounding area?
 2. Is the proposed development compatible with the existing land use pattern i.e. residential, commercial, residential w churches & schools etc?
 3. Is the design and appearance of the project compatible with the surrounding neighborhood in terms of architectural style, layout of buildings, building height and bulk, off-street parking, open space, and landscaping?

B8C The location, design, and size of the proposal are such that the development **(will) (will not)** be adequately served by existing streets, public facilities and services. This is based on

- Criteria to consider B8A1:**
1. Is there water available to meet the minimum requirements for domestic consumption & fire flow?
 2. Can sewer service be provided to meet minimum requirements?
 3. Can police and fire provide reasonable service to the property?

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **CROWN CASTLE** for a special use permit, as described in the application should be **(approved)(denied)(denied without prejudice).**

Special conditions applied are as follows:

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

February 27, 2012
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Amy Ferguson, Executive Assistant
Tim Martin, Street Superintendent
Jon Ingalls, Deputy City Administrator
Jim Remitz, Utility Project Mgr.
Troy Tymesen, Finance Director
Warren Wilson, Dep. City Atty
Sid Fredrickson, WW Superintendent
Gordon Dobler, Engineering Director
Dennis Grant, Engineering Proj. Mgr.

Item 1 Mullan Road Storm Drain Project
Information Only

Jim Remitz, Utility Project Manager, presented information regarding the Wastewater Department soliciting bids for the construction of the 2012 Mullan Road Storm Drain Project. This project will re-route storm water from entering the existing sanitary sewer system to the existing storm water conveyance system within Mullan Road and Park Way in the “Four Corners” area.

Mr. Remitz explained in his staff report that the existence of this connection of the storm water system to the sanitary sewer system was identified in the 2002 Inflow Source Identification Study. Subsequent investigation has identified this area as being the most significant source of storm water inflow into the sanitary sewer system. The Wastewater Department has budgeted funds for the design and construction of this storm water re-routing project since 2009, and has delayed the project until the recent Education Corridor Phase I project was completed to allow for an alternate access route into the Fort Grounds area and North Idaho College campus during the construction period.

Mr. Remitz further noted in his staff report that since this project will be re-routing storm water and is corrective in nature, the existing storm water piping will be replaced with new pipe and a small amount of newly aligned pipe will be installed. If the future Four Corners Master Plan calls for the re-alignment of Mullan and/or Park Way, the cost to relocate these storm water facilities would likely be proportionately nominal. Construction of the improvements would follow an accelerated schedule beginning approximately May 1, 2012, with completion by May 20, 2012.

There will be some traffic control issues there but they hope to maintain traffic slow through that construction period with no road closures.

Sid Fredrickson, Wastewater Superintendent, explained why it is important to complete the project now. He discussed a scenario that occurred on January 29th where the flow to the wastewater plant reached 4.85 million gallons. The average flow for the month of January is 3.4 mgd. Rainfall on the 29th was 1.32 inches. Most of the additional 1.4 mgd came from the catch basins at the 4 Corners area. Mr. Fredrickson explained that this year they are going to begin construction of the modular tertiary plant.

The tertiary membranes do not like “shockloads,” so it is important to do what they can to get the cold storm water and extra charge of volume away from the new membranes. Mr. Fredrickson said that he doesn’t believe that the project will conflict with future growth of the education corridor and noted that it is still cheaper to pay for relocation in the future, if necessary, than to have to deal with the additional one million gallons of flow every time there is a heavy rain event.

Mr. Fredrickson said that the NIC school term ends the third week in May, generally, but they will have traffic control to direct student flow during the period of construction. The road will have at least one lane open.

Councilman Gookin asked how often the treatment plant has these surges in flow. Mr. Fredrickson said they are monthly, at least. He also confirmed that at the present time there is no storm water system in the proposed area at all.

Councilman Gookin expressed concern about doing the project now when it might need to be redone in the future and asked for an explanation so that he could inform his constituents. Mr. Fredrickson noted that the 4 corners plan is planned for some time in the future but they don’t know exactly what they are going to do at this time. He said that probably the worst case scenario is if they were going to widen Mullan, they might have to move the catch basins over to the new curb locations, but they would have to do that anyway. He confirmed that the new storm drain would be connected to the storm water drain that comes off of Northwest Boulevard.

Councilman Gookin asked if the cost for this project would come out of the storm water budget. Mr. Fredrickson said that it would come out of the Wastewater budget for their direct benefit.

MOTION: No Motion. For Information Only.

Item 2 Declare Surplus Used Equipment Consent Calendar

Tim Martin, Street Superintendent, presented a request that council declare various pieces of used equipment and items as surplus and authorize staff to send them to auction. Mr. Martin explained in his staff report that for many years the city had partnered with the School District and Kootenai County to provide an auction to surplus used equipment. The last several years the county and school district have used a reputable auction house to clear their used items. Staff has used the clearing house for a few vehicles in the past and it works well. There is no longer space at the Ramsey site for storage between auctions nor is it feasible for the city to hold its own auctions. The equipment has been deemed to be of little value to departments. There is no cost to taxpayers and the auction house takes a percentage of the bid.

Mr. Martin said that the 1980 Vac-all was given to the city through federal grants in 1980 when Mt. St. Helens erupted. They used the machine for 30 years as their sole source for cleaning catch basins and manholes. Last year they purchased a new Vac-all and it is serving their purposes.

The 1995 Timco sweeper was replaced by an Elgin sweeper. They looked at the possibility of using the chassis off of the Timco sweeper for a small mixer, and also looked at the possibility of refurbishing the machine and received a quote from Timco for \$120,000 to have the machine shipped back and refurbished. After review of their options they found that the costs of refurbishment were prohibitive and they no longer needed the machine. The new Vac-all machine is a lot more maneuverable and they can’t

find parts for the old one anymore. Mr. Martin further explained that the 1995 sweeper was replaced in 2005 by an Elgin sweeper and the Streets Department now has four sweepers.

MOTION by Councilman McEvers, seconded by Councilman Gookin, to recommend that Council approve Resolution No. 12-006 declaring the requested pieces of used equipment as surplus and authorize staff to send them to auction. Motion carried.

The meeting adjourned at 4:18 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison