

Coeur d'Alene

CITY COUNCIL MEETING

April 7, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**A JOINT MEETING OF THE
COEUR D'ALENE CITY COUNCIL
AND THE COEUR D'ALENE PLANNING COMMISSION
HELD AT CITY HALL IN THE FORMER COUNCIL CHAMBERS
ON MARCH 17, 2009 AT 12:00 NOON**

The Mayor and City Council of the City of Coeur d'Alene met in a continued meeting with the City Planning Commission on March 17, 2009 at 12:00 noon, there being present upon roll call a quorum.

Sandi Bloem, Mayor

A. J. Al Hassell III)
Woody McEvers)
Loren Ron Edinger)
Mike Kennedy)
John Bruning)
Deanna Goodlander)

Members of Council Present

Brad Jordan, Chairman

Heather Bowlby)
Scott Rasor)
Tom Messina)
Peter Luttrupp)
Amy Evans)

Member of the Planning Commission Present

Guest: Mark Hinshaw, Consultant

Staff: Dave Yadon, Planning Director; Susan Weathers, City Clerk; Sarah Nord, Planning Dept. Administrative Assistant; Sean Holm, Assoc. Planner; John Stamos, Sr. Planner; Warren Wilson, Deputy City Attorney; Mike Gridley, City Attorney; Wendy Gabriel, City Administrator; Jon Ingalls, Deputy City Administrator.

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

WORKSHOP – EAST SHERMAN GATEWAY ZONING OVERLAY: Planning Director Dave Yadon presented the proposed zoning regulations regarding East Sherman Avenue that have been developed by the Planning Commission. He noted that Mark Hinshaw was the consultant that helped develop building height limits. He noted that the proposed regulations are a result of several open houses and Planning Commission workshops.

Mr. Yadon described the boundaries of the East Sherman district which extends from 11th Street to Coeur d'Alene Lake Drive. He noted that the intent of the zoning district is to create a diverse and visually appealing entry into the city from the freeway. Infill development is encouraged – whether retail, office residential or a mix. Intensity and

height should recognize the presence of lower scale residential areas that immediately abut both sides but still allow for a mid-rise form of development. The district would contain features that would enhance the streetscape and the approach to the downtown but would be considered separate and distinct from the downtown core, with its greater height and intensity.

Mr. Yadon reviewed the list of activities that would not be allowed in this district such as outdoor storage of inventory, materials or supplies, commercial kennel, criminal transition facilities and rehabilitation centers. In regard to establishing the floor area ratio, he noted that the basic ratio of 2.0 with bonuses of 3.5. Bonuses include additional streetscape, common courtyard or green, canopy over sidewalk, alley enhancements, and upgraded materials on building. Major amenities include exterior public space, public art or water feature, through-block pedestrian connection, and below-ground structured parking. Building height is at a basic allowable height of 45 feet. Building height may be increased to 75 feet along Sherman Avenue if all the established conditions are met which includes items such as setback, pitched roofing, and parking. Building height may be up to 165 feet on the north-south corridor at 23rd Street along Coeur d'Alene Lake Drive if certain conditions are met including items such as pitched roof, 80% parking contained within the structure, and at least one minor amenity.

Mr. Yadon displayed examples of buildings at differing heights from 45 feet up to 300 feet. He explained how the Commission decided on the 45 foot height which considered factors such as building codes structural requirements having a cut off of 45 feet as well as 45 feet is within the tree canopy height. He added that the 45 foot base is consistent with the R-17 zoning district. The 165 foot height was discussed and debated at the Planning Commission level noting that the Golf Course Condo PUD allowed 165 feet.

In response to Councilman McEvers question, Mr. Yadon responded that today there is no height limit on commercial zoning adding that in order to get unlimited height it must have at least 51% commercial use; otherwise, the limit would be 45 feet.

Councilman Kennedy asked why there is a difference in height between commercial buildings and residential buildings. Mr. Yadon responded that he believes it is because of the setbacks between the two uses. Mark Hinshaw also noted that the East Sherman District only has a ½-block depth which is why the limit on building height.

Mr. Yadon commented that the Planning Commission also discussed shadowing effects of the different sizes of building. He noted that as a result of the workshops there was a lot of public interest in looking at this as a redevelopment project similar to what is happening at Midtown.

Councilman Goodlander asked what would be the setback requirements for a building of 75 feet vs. 35 feet. She asked about having 80% parking within structures. Mr. Hinshaw noted that the parking could be adjacent to the building.

Councilman Edinger noted that from 11th Street west to 7th Street there is a building height limit of 45 feet. He asked for clarification on the building height east of 11th. Mr. Hinshaw responded that buildings could be constructed up to 75 feet with certain conditions.

Councilman McEvers asked if the residents behind this zoning are they okay with the recommended heights. Commission Chairman Jordan responded that the Planning Commission usually has consensus on issues, but it is fairly divided on this issue. Some feel it is not high enough and some feel it is too high. He noted that the Planning Commission has had a number of hearings on this matter and the audience appeared to have the same issues on both sides. Commissioner Razor noted that the parking standards are fairly restrictive which would probably prevent having unrestricted height. Commissioner Bowlby also noted that you would need several parcels to build to the height proposed.

Councilman Mc Evers asked why weren't the height limits from 7th to 11th just extended 23rd Street. Commissioner Messina noted that the Commission tried to make a compromise between the residents and the commercial property owners. He added that the parking requirements are very restrictive so very few projects will be able to be constructed at the full height limit. He also noted that he believes that Sherman and Cd'A Lake Drive are two different roadways because Cd'A Lake Drive does not have residences abutting that roadway where Sherman Avenue does abut residential properties. Commissioner Bowlby added that she had opposed the height on 23rd/CdA Lake Drive and believes that it should have remained consistent with the tree canopy. Commissioner Razor noted that Fernan has a height limit of 65 feet. He also noted that he feels that the zoning district should be split into two different districts – one for Sherman Avenue and one for 23rd /Cd'A Lake Drive. Commissioner Razor noted that some complaints that the Planning Commission received from businesses is that by placing a height restriction on their property we are effectively down zoning their lot and thus reducing the value of their property.

Councilman Edinger concurs with Commissioner Razor of splitting the two areas into two different zones. Councilman Edinger voiced his concern of building shadows on the residential properties abutting Sherman Avenue. Personally, he feels that 45 feet is high enough along Sherman from 11th to 23rd and maybe along Cd'A Lake Drive 75 feet.

Councilman Goodlander asked what is the height of I-90. Chairman Jordan noted that it is probably 25-30 feet. Commissioner Luttrupp believes that the height should be consistent with the Strategic Plan which is to keep the height lower along Sherman Avenue from 11th Street east. Commissioner Razor added that economic development is also a part of the Strategic Plan and believes that by developing higher density residential buildings along Sherman it would help economically. Commissioner Bowlby commented that East Sherman is different from Riverstone in that there are established residential neighborhoods surrounding East Sherman.

Councilman McEvers noted that Commissioner Razor had referred to East Sherman as a bookend to Riverstone; however, he likes the makeup of the business/residential uses that currently existing today. Chairman Jordan had a concern that by keeping the 75 foot limit it is too restrictive and would like to see a little but more taller building and that the parking regulations may be a little too restrictive. He believes that the proposed zoning is a compromise of the Planning Commission. Councilman Goodlander believes that there is an impact on parking and feels that parking needs to be addressed.

Councilman Hassell noted that the guidelines for parking will restrict the construction of tall buildings. Chairman Jordan believes that the proposed regulations make it easier to construct mid-sized buildings. Consultant Mark Hinshaw commented that the development of new large office buildings is probably at an end. What the future will be is multi-residential buildings.

Councilman Kennedy asked if there was any discussion that it was a different economic time when the directive to develop these standards was given to the Commission and, with today's economy, should the proposed regulations be put this on hold. Commissioner Jordan responded that this was discussed. Councilman Hassell noted that sometimes it takes up to 10 years to plan a major structure and so it is necessary to proceed with these regulations. Commissioner Messina believes that the proposed regulations are a result of an enormous amount of time and public input and that to continue open discussion will not change the viewpoints and thus he would like to see this issue moved on to the City Council. He also recommended that Sherman and CdA Lake Drive zones be separated as they are two different types of building issues.

Councilman Kennedy asked if regulations are developed for people to plan their buildings. Councilman Goodlander believes it is important for those who are accumulating land so they can plan their development to have the City provide them with regulations by which to develop their projects. Mayor Bloem commented that the Council had charged the Planning Commission to develop these zoning regulations and believes that it should move forward to provide an opportunity for the Council to hear the regulations and noted that we need to be flexible but regulations should be developed. Commissioner Razor commented that by the Council giving the Planning Commission this opportunity he believes that they were able to work proactively instead of reactively. Councilman Goodlander believes that the two areas should be separated.

Mayor Bloem believes that before East Sherman can be redesigned a place-making plan needs to be developed. Chairman Jordan commented that was an issue discussed by the Planning Commission. Commissioner Messina sees East Sherman has a mix of new improved buildings and some façade improvements to existing buildings.

Councilman Kennedy believes that a fair amount of outreach to the residents in the East Sherman area needs to be done in order to give them as much opportunity as possible to weigh in on these regulations. Commissioner Messina noted that the regulations come down to 6 major issues which have been reviewed and revised numerous times with a lot of public input. Dave Yadon noted that a mailing was sent to every address within the

district and 300 feet surrounding the district. The notice asked that if they wanted to continue to be notified of future meetings they were to let the City know. Additionally, when comments were made that no one was notified, the Planning Commission did additional workshops.

Mayor Bloem asked if the Council wants to proceed with a public hearing or do they want to do some more public workshops and do they want to split the district into two districts. Dave Yadon commented the Council has a lot of options of what they want to do. Councilman Hassell suggested that the Council accept the Planning Commission's recommendation and set a public workshop to see if the Council receives any additional comments from the public from what has been received by the Planning Commission. Councilman Goodlander asked if the opposing parties are steadfast in what they want. Dave Yadon commented that the issue does tend to polarize into two major groups the developers and the residential neighbors. Councilman McEvers asked if the Council could hold a public hearing with public comments without making a decision. Deputy City Attorney Wilson noted that the council could hold a public hearing without making a decision and continue the hearing to another date. Commissioner Messina recommended that the Council hold a workshop and then set a public hearing.

MOTION: Motion by Goodlander, seconded by Kennedy, to hold a workshop for public input and then proceed onto the public hearing process. Motion carried.

Councilman Hassell would like to see this workshop held after the Council's budget workshop – some time after May.

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

The meeting adjourned at 1:47 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
MARCH 17, 2009

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, March 17, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Jason Roberts, Fellowship Church.

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

CERTIFICATE OF BRAVERY: Firefighter Greg Rod presented Maya Hippenstiel with a Certificate of Bravery for helping her brother out of a well in which they both fell into while sledding down a hill at her grandparents' house. Firefighter Rod presented Maya with a Certificate of Bravery.

PRESENTATION – CITY OF COEUR D'ALENE BLOG: Councilman Kennedy presented an overview of a proposed website blog for the City of Coeur d'Alene. The purpose of this blog is to post a variety of time sensitive information as a means for the residents to keep abreast of all the different activities of their City government.

Motion by Edinger, seconded by Goodlander to authorize staff to proceed with the posting of the Blog on the City's website. Motion carried.

PUBLIC COMMENTS:

STAFF INTRODUCED: Sid Fredrickson, Wastewater Superintendent, introduced Tori Greene who is the new Administrative Assistant for the Wastewater Dept.

BUS STOP BENCHES: Craig Wilcox, 2015 White Tail Crossing, presented the prototype of the bench that is being proposed to be placed at various bus stops throughout the Citylink routes. He noted that this project was done by a group of citizens who accomplished this project without tax dollars. Anyone who is interested in donating funds for the purchase of a bench, please contact Craig at D.A. Davidson 667-1212.

LOCAL RADIO: Harold Hocker, 1413 E, Spokane Ave, asked on what radio station the

Mayor/Council has their weekly program. Councilman Kennedy noted that it is on 1080 KVNI a.m. radio.

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

1. Approval of minutes for March 3, 2009.
2. Setting General Services Committee and Public Works Committee meetings for March 23rd at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 09-012: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT WITH THE COEUR D'ALENE TRIBE / CITYLINK FOR DONOR-FUNDED BUS STOP BENCHES; APPROVAL OF A CONTRACT WITH GEOENGINEERS FOR FACILITATOR BY DISCHARGES FOR TMDL; APPROVAL OF A LETTER OF AGREEMENT FOR THE KOOTENAI COUNTY PUBLIC TRANSPORTATION 2009-2010 BUDGET; APPROVAL OF A ONE-MONTH EXTENSION TO THE LEASE AGREEMENT WITH THE SALVATION ARMY FOR THE OLD LIBRARY BUILDING AND BID AWARD AND APPROVAL OF A CONTRACT WITH SHANNON INDUSTRIALS CONTRACTORS, INC. FOR THE WWTP PHASE 5A – AMMONIA REDUCTION IMPROVEMENT PROJECT.
4. RESOLUTION 09-013: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE SIGNATURES OF SANDI BLOEM, VONNIE L. JENSEN, TROY TYMESEN AND LOREN RON EDINGER.
5. RESOLUTION 09-014: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING REVISED WATER DEPARTMENT CONSTRUCTION STANDARDS
6. Approval of bills as submitted and on file in the City Clerk's office .
7. Approval of cemetery lots transfers from Osie and Annie Thayer to George and Florence Thayer.
8. Setting of Public Hearings: ZC-2-09 – Zone Change at 2903 N. 4th Street for April 7, 2009.

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

COUNCIL COMMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy introduced James Miller and Casey Noy who were attending tonight's Council meeting as part of their Boy Scouts Community Badge.

APPOINTMENTS – URBAN FORESTRY COMMITTEE AND PEDESTRIAN/BICYCLE ADVISORY COMMITTEE: Motion by Bruning, seconded by Goodlander to appoint Keith Jones to the Urban Forestry Committee and to appoint Taryn Petersen to the Pedestrian/Bicycle Committee. Motion carried.

FUNDING TO ASSIST WITH WASTEWATER REUSE RESEARCH: Motion by Hassell, seconded by Goodlander to approve a request for funding of a two-year research

project from the University of Idaho on the reuse of gray water in an amount of \$10,000 per year, for a total of \$20,000, with the condition that all of the dischargers agree to participate before any agreement is entered into. Motion carried.

PUBLIC HEARING – ZC-1-09 – ZONE CHANGE AT THE SOUTHWEST CORNER OF U.S. 95 AND HANLEY AVENUE: Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared by Council members. Councilman Kennedy noted that he had talked about an unrelated matter regarding KMPO with Mr. Cheeley. John Stamsos, Senior Planner gave the staff report.

Mr. Stamsos gave the applicant's name as Chris Cheeley d/b/a A Thousand Hills, LLC, the location as an approximately 18,021 sq. foot parcel located at the southwest corner of U.S. 95 and Hanley Avenue and the reason for the request as a zone change from R-8- to C-17. He then gave the staff analyses for land use/neighborhood characteristics, Comprehensive Plan, streets/traffic, and utilities.

Mr. Stamsos noted that staff recommended conditions include: 1. Dedication of an additional twenty feet (20') of right-of-way on the Hanley Avenue frontage; 2. Frontage improvements will be required of any building permit that is submitted for the subject property. These improvements will be required to be installed prior to any occupancy of constructed facilities on the site and must be approved by the City Engineer prior to installation, and; 3. To avoid potential congestion at the intersection, all access to the site will be restricted to the westerly boundary of the subject property and any approach that is constructed will be limited to the minimum size of twenty four feet for two way traffic.

Mr. Stamsos reported that a total of 29 notices were mailed announcing tonight's public hearing with 5 responses being received: 1 in favor, 2 opposed, 2 neutral. Written comments were distributed for Council review.

Council discussed the future reconstruction of the intersection of Hanley and U.S. 95. City Engineer Gordon Dobler noted that additional right-of-way will be required to improve that intersection noting that it is planned to add an additional lane on the north side of Hanley and 2 lanes on the south side of Hanley. Mr. Dobler noted that the only access to the subject property is onto Hanley Avenue.

PUBLIC COMMENTS:

Chris Cheeley, 10439 W. Shale Court, Post Falls, spoke as applicant. He commented that this is the only corner lot along US 95 that is not a C-17 zoning. He commented that he wants C-17 in order to build a retail sales type building. He believes that this property is part of the US 95 corridor and not the residential subdivision abutting the property. He did not choose a neighborhood commercial zoning as there are very strict guidelines for construction within this type zoning. He believes that the proposed improvements to US 95 are to get cars across US 95 (east-west traffic) and by donating the additional right-of-way to this intersection it serves the purpose of the US 95 study by improving this intersection.

Councilman Kennedy asked what would be housed in his retail sales type building and what time would it be closing. Mr. Cheeley responded that the hours of business would be from 7 a.m. to 7 p.m. He commented that he intends to build the structure as close to

US 95 as possible. Councilman Kennedy asked how he would mitigate the commercial activity from the residential zone. Mr. Cheeley responded that he would be open to the requirements for lighting and all other issues to make certain that his business would not affect the residential homes abutting his property.

Mike Dolphin, 6000 N. Sunrise Terrace, spoke in opposition in that if the property is declared C-17 any type of business allowed in that type zone could be housed on that lot. He is also concerned that with his home abutting this property he would have an extremely difficult time selling his home.

Verna Coleman, 6000 N. Sunrise Terrace spoke in opposition to the requested zone change due to the existing traffic on Hanley Avenue. She noted Sunrise Terrace is a horseshoe roadway and the only access for Sunrise Terrace residents is onto Hanley Avenue. She added that at times residents have to wait quite a while to get onto Hanley Avenue even if they use the northerly roadway of the horseshoe. She noted that with the additional commercial businesses and Federal building being constructed on the north side of Hanley and on Mineral Drive traffic has already increased at that intersection. She requested that the lot stay as residential.

Larry Anderson, 515 Twilight Court, spoke in opposition to the requested zone change as his home abuts the subject property and he has a concern that any type of business allowed in a C-17 could eventually be adjacent to his property.

John Tart, 12868 Hidden Valley Road, Rathdrum, who owns one of the duplexes at 520 Twilight Court, opposes the requested zone change due to the heavy traffic along Hanley Avenue which several times a day is backed up to Coldwater Creek. He believes that if the City is going to allow this zone change then the rest of the properties south of this subject property need to be rezoned to commercial.

Harold Hocker, 1413 E. Spokane Street, asked if the Council has actually looked at the property and believes that with all the right-of-way requirements at this site there is not enough room to build anything.

Chris Cheeley rebutted that this lot is currently an eyesore and the only way for this lot to be cleaned up is to change the zoning from residential to commercial. He does not believe that this is spot zoning as the US 95 corridor is all zoned commercial. He also noted that he believes that there is no real impact on the residential homes abutting his property.

MOTION: Motion by Goodlander, seconded by Bruning to approve the requested zone change from R-8 to C-17 including the following conditions: 1. that a six foot (6') 100% sight-obscuring fence abutting residential uses be constructed; 2. That the hours of operation shall be no later than 9 p.m.; 3. To include the three conditions as recommended by City staff and to direct staff to prepare the Findings and Order.

DISCUSSION: Councilman Goodlander believes that by changing the zoning to commercial it will buffer the traffic noise from the residential area. Councilman Bruning believes that the commercial zoning does fit onto this site given the buffering requirements between a residential and commercial zone and, in regard to traffic

concerns, that residential use also generates traffic. Councilman Edinger believes that traffic on Hanley is a major issue for this lot and that this is spot zoning which would infringe upon the residential neighborhood. Councilman McEvers is neutral on this issue but believes the right-of-way for a left-turn lane is valuable. Councilman Kennedy believes that the zone change to commercial would improve the traffic flow on Hanley.

ROLL CALL: Bruning, Aye; Edinger, No; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

RECESS: The Mayor declared a 5-minute break at 9:05 p.m. The meeting returned to its regular session at 9:12 p.m.

PUBLIC HEARING – A-7-08 – ANNEXATION OF PROPERTY AT 3310 E SKYLINE DRIVE: Mayor Bloem noted that the applicant had left the Council meeting; however, there are other people present who wished to testify on this annexation. City Attorney Mike Gridley noted that the Council could proceed with this public hearing without the applicant but they would have to continue this public hearing to the next meeting.

Motion by Hassell seconded by Goodlander to continue this public hearing to April 7th and to place the item early on the agenda. Motion carried with McEvers voting no.

EXECUTIVE SESSION: Motion by McEvers, seconded by Hassell to enter into Executive Session as provided by I.C. 67-2345 § J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement.

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

The Council entered Executive Session at 9:25 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney and Deputy City Administrator. Matters discussed were those of claims. No action was taken and the Council returned to their regular session at 9:40 p.m.

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

The meeting adjourned at 9:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 09-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A CONTRACT WITH QWEST COMMUNICATIONS FOR 911 ADDRESS LOOKUP INFORMATION; APPROVAL OF A LEASE AGREEMENT WITH RANDY & AKIKO FOLK FOR THE TIKI HUT - INDEPENDENCE POINT CONCESSIONAIRE; APPROVE THE DECLARATION OF SURPLUS PROPERTY – 125 HP ELECTRIC MOTOR; APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH HDR ENGINEERING FOR DESIGN OF WWTP DIGESTER REPAIRS; APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH HDR ENGINEERING FOR WWTP PHASE 5A CONSTRUCTION; APPROVAL OF A WAIVER OF OPPOSITION TO ANNEXATION AGREEMENT WITH R. BRAD & DEBRA A. JORDAN FOR PROPERTY ON NETTLETON GULCH; AND AWARD OF BID & APPROVAL OF A CONTRACT WITH REPIPE CALIFORNIA, INC. FOR THE WASTEWATER CURED IN PLACE PIPE REHABILITATION PROJECT.

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

- 1) Approval of a Contract with Qwest Communications for 911 Address Lookup Information;
- 2) Approval of a Lease Agreement with Randy & Akiko Folk for the Tiki Hut - Independence Point Concessionaire;
- 3) Approve the Declaration of Surplus Property – 125 hp Electric Motor;
- 4) Approval of Amendment No. 1 to the Agreement with HDR Engineering for Design of WWTP Digester Repairs;
- 5) Approval of Amendment No. 1 to the Agreement with HDR Engineering for WWTP Phase 5A Construction;
- 6) Approval of a Waiver of Opposition to Annexation Agreement with R. Brad & Debra A. Jordan for property on Nettleton Gulch;
- 7) Award of Bid and approval of a Contract with RePipe California, Inc. for the Wastewater Cured in Place Pipe Rehabilitation Project;

AND;

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

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

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

DATED this 7th day of April, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

GENERAL SERVICES COMMITTEE

Date: March 12, 2009

From: Kirk Johnson, I.T. Network Admin

RE: Approve Contract with Qwest Communications for PS/ALI

Decision point:

To approve the contract with Qwest Corporation for Private Switch/Automatic Location Identification Service. (PS/ALI – 911 Address lookup information)

History:

All phone calls from the City's phone system to 911 show the address as 710 E Mullan and the callback number as 208 769 2300. 911 operators currently have no way of identifying the caller unless the caller is able to speak.

Financial Analysis:

There is a one time setup fee of \$2089.70 and a monthly reoccurring charge of \$15.90 (reoccurring rate is based on \$5.30 per 100 DIDs or outside Phone numbers.)

This is the most competitive rate for this service, and because of agreements in place between County 911 and Qwest, they are sole proprietors of this system.

Performance Analysis:

Providing Address lookup Information to the 911 dispatchers will decrease response times for our first responders in cases where 911 was dialed from a City Phone.

Quality of Life Analysis:

This service will provide greater safety for employees and citizens using City Phone resources.

Decision point/recommendation:

Approve the attached agreement for PS/ALI service.

QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

Agreement Number
Billing Number

This Qwest Corporation Private Switch/Automatic Location Identification Service Agreement ("Agreement") is between **City of Coeur d'Alene** ("Customer") and Qwest Corporation, ("Qwest").

1. Scope.

1.1 Qwest will provide, and Customer will purchase, the Qwest Private Switch/Automatic Location Identification service provided under this Agreement ("Service"). Service allows customers using a private telephone switch such as a Private Branch Exchange ("PBX"), Cellular or other telephone service switch located on a customer premises to forward Automatic Number Identification ("ANI") information, identifying an individual station line to a 911 system. Service is employed to allow Customer to establish and maintain a record identifying the location associated with each station line that will be used for the retrieval of Automatic Location Identification ("ALI") on a 911 call, and/or for selectively routing that call to the appropriate Public Safety Answering Point ("PSAP"). The accuracy of the records for ALI and Selective Routing is established based on the information provided by Customer to Qwest. Qwest cannot guarantee or confirm the accuracy of Customer-provided information. Customer's private switch main locations to be included in this agreement are found in Attachment 1, incorporated by reference. Service is also available to Centrex/Centron customers who wish to provide the 911 system with more specific location and routing information.

1.2 Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into the Agreement by reference and made a part of the Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements. Qwest may provide certain other services to Customer in conjunction with Service (such as exchange access), which are not included in this Agreement. Qwest and Customer will be responsible for any other services in accordance with existing Tariffs, including payment of applicable charges. Nothing in this Agreement is intended to waive, limit, or alter those Tariffs.

2. **Term.** This Agreement will commence on the latest signature date, provided mandatory filing requirements are met. Service will be provided on a month-to-month basis.

3. **Installation.** The estimated installation date for Service is TBD ; however, Qwest will not be liable for delays in the installation of Service regardless of the reason.

4. **Payment.** Customer agrees to pay the charges for Service as specified on Attachment 1A incorporated by this reference. Customer must pay Qwest all charges by the date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition.

5. Customer's Responsibilities.

5.1 Customer must provide a single point of contact as well as written documentation to Qwest and the Public 911 jurisdiction stating that the affected PSAPs are able to accept and dispatch calls for those records established for the private switch, and to identify area boundaries and to provide any Master Street Address Guide ("MSAG") additions or modifications that are required.

5.2 Customer's private switch must provide a full seven-digit numbering system and the associated ANI for each within the private switch for which a record has been established. This information must be approved by Qwest prior to implementation to assure that no conflict exists between the private switch numbering plan and the Qwest overall numbering plan.

5.3 Customer is responsible for configuring its private switch to forward the associated ANI of each station line within the private switch to the 911 system in accordance with Qwest Technical Publication 77338, "Qwest Enhanced 911 for Private Switched/Automatic Location Identification Service Network Interface Specifications." Customer further agrees to maintain a valid address location record associated with each station line presented to Qwest.

5.4 If Customer elects to use Integrated Switched Digital Network Primary Rate Service ("ISDN PRS") transport, which is a separate service and not provided under this Agreement, in association with this Service, Customer understands and acknowledges the possibility that a private switch's main number ANI information may be forwarded to a PSAP instead of the intended station line's ANI information. Customer hereby agrees to release Qwest from any liability if an incorrect telephone number is forwarded to a PSAP as a result of private switch and/or ISDN PRS translations made by Customer, a third party, or by Qwest.

5.5 If the seven-digit number is not dialable (is not capable of receiving incoming calls), Customer is responsible to identify the associated call back number to be populated in the database in a standard format as provided by Qwest. The use of non-dialable numbers must be approved in writing by Qwest prior to implementation.

QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

5.6 Customer must also maintain and provide to Qwest complete and current telephone number and address data in the agreed-upon format and within the required time schedule. Customer will be notified of telephone number and address data errors that are identified during the ALI database processing phase or by the PSAP, such as misroutes and No Record Found ("NRF") telephone numbers. Customer is responsible for issuing a correction to the ALI database within one business day of being notified. Until these errors are corrected, the affected telephone number(s) and associated addresses may not be available in the ALI database. Customer accepts any liability for the absence or inaccuracy of this information.

5.7 Customer's private switch must be capable of recognizing the "911" or "9911" code as a complete dialing sequence and routing those calls to the Service trunk group.

5.8 Customer must develop, validate and install PC hardware (or equivalent) and software for ongoing Customer record update programs and processes. Customer is responsible for any data base corrections identified by Qwest.

5.9 Customer must meet Qwest hardware, software and file specification requirements as defined in the Qwest PS/ALI Specification and Installation Guide.

5.10 Customer agrees to provide updates or positive acknowledgment of zero updates to Qwest. Customer may choose the frequency of the updates (daily, weekly, or monthly) and will advise Qwest in writing of the frequency chosen. Customer may change the frequency of its updates by written notice to Qwest.

6. Qwest's Responsibilities.

6.1 Qwest will provide to Customer the information required to order the private switch interface specifications, Service data file format specifications, and the Qwest custom Service Order Transfer System ("SOTS") file software including software installation and file transfer instructions.

6.2 Qwest will maintain the 911 database using updates as provided by Customer.

6.3 Qwest will retain Customer's update file for seven days for back-up and/or recovery purposes.

7. **Moves, Changes.** Any changes to this Agreement may be made only by written amendment signed by both parties hereto.

8. **Termination.** Either party may terminate this Agreement by providing the other party 30 days written notice of termination.

9. **Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Customer information contains names, addresses and telephone numbers of Customer's subscribers, including non-published and non-listed telephone service, and the parties understand and agree that there are certain duties and responsibilities imposed by this Agreement and by law or Tariff with regard to the use and distribution of such information.

10. **Interruptions to Service.** Tariff specifies the credit allowance due Customer, if any, for interruptions to Service which are not caused by Customer's negligence. In the event Service is provided where there is no Tariff, the provisions of the F.C.C.1 Access Service Tariff will apply with respect to credit allowances due Customer.

11. **Personal Injury, Death, and Property Damage.** Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under the Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

12. **Indemnification.** Except as prohibited or limited by law, Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, expenses, and reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Service by Customer or End Users, including, without limitation, any claim for invasion of privacy. "End User" means Customer's members, end users, customers, or any other third parties who use or access the Service or the Qwest network via the Service. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

13. Limitation of Liability. NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

14. No Warranties. QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.

15. Governing Law; Dispute Resolution.

15.1 **Governing Law; Forum.** This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

15.2 **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

16. Notices. Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax #: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

17. General. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or telecommunications carrier under any circumstances and represents that it will not resell the Service. The Agreement is intended solely for Qwest and Customer and not to benefit any other person or entity, (e.g., End Users). If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Agreement, and Qwest records. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

18. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter.

City of Coeur d'Alene

Qwest Corporation

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Sandi Bloem

Title

Title

Mayor

Date

Date

Customer Address:
710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814

QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

**ATTACHMENT 1
TO
QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE**

PRIVATE SWITCH LOCATION: 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83714

SERVING CENTRAL OFFICE: **XOCommunications, Coeur d'Alene**

911 CONTROL OFFICE: **Spokane Riverside, SPKNWA0154T**

911 SYSTEM: **POSITRON**

QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

**ATTACHMENT 1A
TO
QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE
(For Arizona, Iowa, Minnesota, New Mexico, Oregon, and Utah and only)**

These charges are based on Qwest receiving updates from one single location for the Private Switch listed on Attachment 1. The updates will be in separate "account files," one for each 911 system. Qwest will not accept updates on a call-in basis. Any scheduled updates missed by Customer will wait and occur at the next scheduled update time.

1. Service Feature:	Unit Price/ Recurring/	Unit Price/ Nonrecurring/	Total Price/ Recurring	Total Price/ Nonrecurring
Per 1,000 records*	\$	\$	\$	\$

* Rounded up to the nearest 1,000.

QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

**ATTACHMENT 1A
TO
QWEST PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE
(For Colorado, Idaho, Washington and Wyoming only)**

These charges are based on Qwest receiving updates from one single location for the Private Switch listed on Attachment 1. The updates will be in separate "account files," one for each 911 system. Qwest will not accept updates on a call-in basis. Any scheduled updates missed by Customer will wait and occur at the next scheduled update time.

1. Service Feature:	Unit Price/ Recurring/	Unit Price/ Nonrecurring/	Total Price/ Recurring	Total Price/ Nonrecurring
Per 100 records*	\$ 5.30	\$ 9.30	\$ 15.90	\$ 47.70
Set Up Charge per System		\$ 2,042.00		\$ 2042.00

* Rounded up to the nearest 100.

**PARKS & RECREATION COMMISSION
Sub-Committee Report**

Date: March 11, 2009

From: Concession Review Sub-Committee
(Doug Eastwood, Dave Patzer, Mike McDowell, Melissa Brandt)

SUBJECT: CONCESSIONAIRE RECOMMENDATION *(Council Action Required)*

DECISION POINT:

Acceptance of Tiki Hut proposal for the 8' wide x 15' long concrete mobile food concession spot at Independence Point.

HISTORY:

A Request for Proposal/Qualifications was advertised in early February. Four responsive proposals were received. A committee made up of two staff and two Parks and Recreation Commissioners interviewed the top two vendors based on qualifications and experience.

FINANCIAL ANALYSIS:

The fee presented by Tiki Hut is \$5,000 for the season beginning May 1 through September 30, 2009, and is due and payable by April 15, 2009.

PERFORMANCE ANALYSIS:

Proposals were ranked in five areas: Capability to Manage Food Concession, Relevant Project Experience, Qualifications of Concessionaire, Project Approach and Schedule, and Fee Proposal. The vendor will be required to execute the permit within ten (10) calendar days from the date when 'Notice of Award' is delivered. The 'Notice of Award' shall be accompanied by the necessary permit agreement. In case of failure by the vendor to execute the permit, the City may, at its option, consider the vendor in default, in which case the City may award the location to the next appropriate vendor if available.

DECISION POINT:

Recommend to the City Council to accept the proposal of Tiki Hut as the chosen vendor to set up their mobile food concession at Independence Point. Tiki Hut is owned by Randy and Akiko Folk, 3501 N. Buckskin Road, Coeur d'Alene, Idaho 83815. 208-755-8193

LEASE AGREEMENT

THIS CONTRACT, made and entered into this 7th day of April, 2009, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **RANDY and AKIKO FOLK, d/b/a TIKIHUT**, with its principal place of business at 3501 North Buckskin Road, Coeur d'Alene, Idaho 83815 hereinafter called "Folks,"

WITNESSETH:

THAT, WHEREAS, Folks have been awarded the contract for a mobile food concession at a location generally described as: no more than a 15' x 8' (L x W) area on a concrete pad just south of sidewalk along the beach area between Independence Point and the Coeur d'Alene Resort, and immediately east of the sidewalk leading to the City's commercial dock, as shown on Exhibit "A" which is attached hereto and hereby declared and incorporated herein by reference;

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, Folks shall operate and maintain a mobile food concession according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employees" shall include Randy Folk and Akiko Folk.

Section 2. Community Relations: The Folks agree they and their employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, Folks must become familiar with the immediate area including North Idaho College, Coeur d'Alene Resort, Tubbs Hill, McEuen Field and the Visitors Center.

Section 3. Appropriate Attire: Folks agree they and their employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts, if shorts are preferred instead of pants. Approval must be received from the Parks Director. It will not be permissible to operate the food concession without a shirt or in bikini type swimwear.

Section 4. Staffing: Folks' food concession must be staffed by at least one employee at all times.

Section 5. Health Permit: Folks agree to obtain a health permit as required by law for the mobile food concession. The permit must be placed in a conspicuous place on the trailer. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by April 15, 2009. Failure to submit the required health permit within the above stated time can result in the City denying Folks' permit or whatever actions the City deems necessary for the protection of the public.

Section 6. Food: Folks may serve all foods within the scope of the health permit.

Section 7. Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks Director.

Section 8. Refuse: Folks agree not to dispose of their refuse at a City maintained trash receptacle. Refuse must be removed from site and disposed of at Folks' expense. Folks' mobile food concession and immediately surrounding site must be kept clean at all times.

Section 9. Hold Harmless: Folks shall indemnify, defend and hold the City harmless and shall give up all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or using Memorial Field, Coeur d'Alene Museum, Independence Point parking lots, City parks or docks. Folks further understand and agree that during the term of this agreement that the City or agents of the City may commence projects involving downtown public properties which may result in the City canceling this agreement pursuant to the notice provision in Section 24 below entitled "City's Option to Terminate Lease." Furthermore, the parties recognize that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Folks acknowledge and agree that this may occur and may affect the parking areas presently used by Folks' customers. In the event of said occurrence lessees hereby release, hold harmless and waive any claim whatsoever Folks may have against the City its employees, agents, elected and appointed officials in the event parking is modified.

Section 10. Not Exclusive: Folks understand and agree that the City from time to time during the term of this permit may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but not limited to, A Taste of the Coeur d'Alene, the Fourth of July, and sports tournaments, or any event involving or sponsored by the Coeur d'Alene Cultural Center.

Section 11. Waiver: Folks understands that during the term of this agreement, the City may be undertaking repairs to the City's commercial dock, which may interfere with Folks' operation or affect persons in the park. Folks specifically waive any claim as to lost profits or business while said repairs are undertaken.

Section 12. Worker's Compensation: Folks agree to maintain worker's compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should Folks fail to maintain such insurance during the entire term hereof, Folks shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. Folks shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Negligent or Wrongful Act: Folks agree to indemnify, defend and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents, or employees. Folks further agree, at Folks' cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of Folks' concession or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents or employees.

Section 14. Cart Specifications: Folks agree to the following concession specifications, which will be adhered to by Folks:

- A. Length: 15 ft. width: 8 ft. height: 8 ft.
- B. Heat source: propane.
- C. Electricity is available but limited; 2 – 110 outlets and a 20 amp breaker.
- D. Cooling source: battery, ice, or propane.
- E. All concessions must be self-contained. Ice chests, canisters, etc. cannot be stored next to cart.
- F. The concessions must be kept clean throughout the season.

Section 15. Term: The City shall grant a mobile food concession permit to Folks for the season of May 1, 2009 to September 30, 2009 for the subject location.

Section 16. Consideration: Folks shall in consideration for the permit to operate and maintain said mobile food concession as set forth in Section 15 at the said location, shall pay the sum of Five Thousand and No/100 Dollars (\$5,000.00) on or before April 15, 2009; Payment shall be made to the City Treasurer.

Section 17. No Alcohol: Folks agree they shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots.

Section 18. City Ordinances: Folks shall abide by all City ordinances and resolutions, included but not limited to Municipal Code Sections 5.18.015, 5.18.020, and 5.18.040.

Section 19. Glass Containers: Folks agree not to dispense drinks in glass containers.

Section 20. Violation of Regulations: Folks agree any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and Folks may not be allowed to rebid or resubmit a proposal for a period of three (3) years.

Section 21. Non-transferable: Folks also agree and understand concession sites cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces neither Folks nor their agent (s) or employees shall park trucks or other vehicles adjacent to the concession site for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Lease: The City may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Folks of the prorated, unearned portion of the lease payment. The notice of the exercise by the City of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should Folks fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, Folks shall cease operation of the concession at the location, and any monies paid shall be pro rated as of the date of forfeiture. However, that before declaring such forfeiture, the City shall notify Folks in writing of the particulars in which the City deems Folks to be in default and Folks will have three (3) days to remedy the default.

Section 25. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to Folks at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Exhibit "A"



PUBLIC WORKS COMMITTEE

Date: March 23, 2009

From: Dion W. Holton Water Department Utility Supervisor

Re: Request to declare used 125 H.P. electric motor as surplus property and allow for it to be sold

DECISION POINT: Water Department Staff requests that Mayor and Council to declare this motor surplus property and authorize the Water Department to sell it through Premier Electric Motors at auction.

BACKGROUND: This motor is from the obsolete booster station on Highway 95 and Clayton Ave. This booster station was originally installed as a backup to the Hanley Well when that well was the only source of supply in the upper zone and when it looked like we might have to shut it down due to trichloroethene contamination .We have created additional wells that can serve this function. The motor will not fit any applications currently used by the Water Department and is taking up valuable storage space. Staff checked with other City departments and none had a use for the motor. We have checked and found one company Premier Electric Motors that will sell used electric motors of this size on consignment. They deal with customers that would have a use for the motor and would provide the best return for the City.

FINANCIAL ANALYSIS: The motor is approximately 15 years old, is a U.S Electrical brand, with a125 hp rating, 3 phase hollow shaft assembly with an estimated salvage value of \$700.00 to \$1000.00 If we sold it at the City surplus auction we would expect to only get scrap value, probably less than \$100.

QUALITY OF LIFE: The declaration of surplus of this motor will not affect the City's customers in any way in with regards to a financial impact or customer service as the booster station has not been used in several years.

DECISION POINT/RECOMMENDATION: Water Department Staff requests that the Public Works Committee make a motion for the City Council to declare this motor as surplus and authorize the Water Department to dispose of it through Premier Electric Motors at auction.



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 23, 2009

FROM: David E. Shults, Capital Program Manager *DES*

SUBJECT: Amendment #1 to Engineering Agreement for WWTP Clarifier/Digester Refurbishment

=====

DECISION POINTS:

Council approval is requested for the proposed amendment #1 to the agreement for engineering services with HDR Engineering to provide engineering services refurbishment of Digesters #2 and #4. The proposed amendment will increase the cost ceiling by \$161,599 for a total engineering cost for digester refurbishments not to exceed \$249,301.

HISTORY:

The City requested HDR Engineering services beginning in December 2007 in anticipation of refurbishment of secondary clarifiers and Digester #4. Specifications were nearly complete when City staff recognized that the work on the different process structures could not be completed under one contract over one construction season. HDR focused rework of the plans and specifications on refurbishment of Digester #4. Additionally, HDR was asked to also develop plans and specifications for refurbishment of Digester #2 when it was determined that the metal domed lid was unsafe for operation. HDR provided their services for the emergency refurbishment of Digester #2 during the winter of 2007-08. Refurbishment of Digester #4 was nearly underway with the hiring of a contractor when Digester #2 was damaged due to over pressuring on December 24, 2008. The budget for the original agreement with HDR for \$87,702 has been consumed. Staff requested that HDR provide an amendment to the agreement to provide engineering services for repair of Digester #2 and correction of the piping problems that caused the damage. Additionally services are requested for repackaging of the plans and specifications and for construction engineering services for obtaining a construction contractor to complete the refurbishment of Digester #4 during the winter of 2009-10. Also, HDR services are requested for inspection and analysis of the condition of Digester #3. Staff has reviewed the attached amendment to be appropriate and reasonable, and necessary to assure reliable digester capacity.

FINANCIAL ANALYSIS:

<u>Estimate for Repair of Digester #2</u>	
Advertisements and Building Permit	5,000
Engineering (Portion of Proposed Amendment #1)	\$70,000
Special Inspection	5,000
Contractor (planning level estimate)	300,000
Contingency 5%	<u>18,500</u>
Total	\$398,500

Funding The current year FY 2008-09 budget includes \$200,000 for refurbishment of clarifiers and digesters. Sufficient reserves exist in the Wastewater Fund for costs of this project.

Estimate for Refurbishment of Digester #4

Advertisements and Building Permit	10,000
Engineering (Portion of Proposed Amendment #1)	\$91,599
Special Inspection	5,000
Contractor (planning level estimate)	300,000
Contingency 5%	<u>20,330</u>
Total	\$426,929

Funding: The current year FY 2008-09 budget includes \$200,000 for refurbishment of clarifiers and digesters. Sufficient reserves exist in the Wastewater Fund for costs of this multi-year project.

DISCUSSION:

Refurbishment of Digesters #2 and #4 are necessary for reliable operation of the treatment plant. Approval of attached amendment #1 for HDR services would allow repair and improvements to Digester #2 by the summer of 2009, and would allow repair of Digester #4 by spring of 2010.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed amendment #1 to the agreement for engineering services with HDR Engineering to provide engineering services refurbishment of Digesters #2 and #4. The proposed amendment will increase the cost ceiling by \$161,599 for a total engineering cost for digester refurbishments not to exceed \$249,301.

Attachments

des1287

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

**DIGESTER NO. 4, SECONDARY CLARIFIERS NO. 1 & 2 COATINGS
AND DIGESTER NO. 2 COVER**

The agreement, made and entered into the 4th day of December, 2007, between the CITY, City of Coeur d'Alene and the ENGINEER, HDR ENGINEERING, INC. is hereby amended on the 7th day of April, 2009 as set forth herein.

W I T N E S S E T H:

WHEREAS, the City and the Engineer have entered into a contract for professional services for analysis and recommendations regarding Digester No. 4, Secondary Clarifiers No. 1 & 2 Coatings and Digester No. 2 Cover, herein referred to as the "Project";

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment 1 Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 4th day of December, 2007, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to prepare a design to repair the cover of Digester No. 2, restore resources for re-packaging Digester No. 4 coatings construction contract documents, provide the city with office support during construction, and investigate the condition of existing coatings for Digester No. 3. The following work tasks are to be performed in accordance with the scope of work in Attachment 1:

- Task 800. Prepare Digester 2 Cover Repair Contract Documents
- Task 900. Digester 4 Coatings Contract Documents
- Task 1000. Bid Period and Office Support Services
- Task 1100. Digester 3 Coatings Evaluation

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer’s personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer’s direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 1 shall be \$13,205 and the amended Total Fixed Fee shall be \$21,015.

The City’s total consideration, including fixed fee and expenses, for services in Amendment No. 1 shall be \$161,599 and the total Agreement shall be amended not exceed \$249,301.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Attachment 1.

CITY OF COEUR D’ALENE

HDR ENGINEERING, INC.

Mayor

Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Vice President

ATTACHMENT 1

**CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
ENGINEERING SERVICES**

FOR

**DIGESTER NO. 4, SECONDARY CLARIFIERS NO. 1 & 2 COATINGS AND DIGESTER
NO. 2 COVER**

AMENDMENT NO. 1

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE

INTRODUCTION

The City successfully completed a digester cover replacement project for Digester 2 in March of 2008 with the engineering services of HDR Engineering, Inc. (HDR). Upon completion of the Digester 2 cover replacement project, HDR had prepared draft construction contract documents to re-coat the interior and exterior of Digester 4 and the City's two secondary clarifiers. This construction contract also included installation of a handrail for Secondary Clarifier 1 and repair coatings for Digester 3.

Construction activity for the digester coatings must be performed during the winter and early spring months to allow 100 percent of the digester capacity to be available for handling the volume of chemical sludge produced during the phosphorus removal season. Similarly, construction activity for the secondary clarifier coatings must be performed during the winter and spring months to allow the use of both clarifiers for maintaining mixed liquor concentrations in the solids contact system during ammonia removal season. Given the limited period available to perform the necessary construction activities, City staff believes that the digester and clarifier coatings project must be re-packaged into separate individual construction contract documents for each structure.

On December 23, 2008, the recently installed cover of Digester 2 was over-pressurized and unseated, shearing its anchors to the tank. As a result, insufficient time was available in winter of 2009 to accomplish the planned coatings work on Digester 4. Digester 4 (and Digester 3) must remain in service until the damage to Digester 2 is repaired.

The scope of work for this amendment includes re-packaging the coatings design for Digester 4 into a construction contract independent of the two secondary clarifiers and Digester 3, and preparation of a Digester 2 Cover Repair construction package. Re-packaging of the secondary clarifier coatings and handrail design and, re-packaging the Digester 3 coatings design is not included in this scope of work. These projects and will be completed at a later time through a separate contract amendment.

Task 800 – Prepare Digester 2 Cover Repair Contract Documents**Objective:**

Prepare a set of construction contract documents for bid that includes the repair of the Digester 2 cover and other miscellaneous modifications to enhance the operation of Digester 2.

HDR Subtasks:

- Provide construction technical specifications for repair of Digester 2 cover.
- Provide an opinion of construction cost that is based upon the completed specifications.
- The contract documents will specify the following work:
 - Repair damage to the fixed cover.
 - Re-attach the fixed cover.
 - Modify the relief valve/vacuum break valves and flame trap assemblies to use 4-inch Varec assemblies to match other digesters.
 - Replace 2-inch LSG gas pipeline with 4-inch LSG gas pipeline.
 - Route 3-inch pipe from Sludge Storage Tank and 4-inch pipe from Digester 2 into the Gas Room independently and move isolation valves into Gas Room.
 - Move the 4-inch sediment and condensate trap from outside into the Gas Room, route flow through the unit in the proper direction, and replace the trap with an insulated straight spool.
 - Route the 3-inch gas pipe from the Sludge Storage Tank and the 4-inch gas pipe from Digester 2 through the moved sediment and condensate trap and add supports and drains to the assembly.
 - Add gas flow transmitters to Digesters 2, 3, and 4 LSG gas withdrawal pipelines and send signal to SCADA for monitoring.
 - Program SCADA to receive signal from gas flow transmitters.
 - Remove the overflow structures from the top of the solids pumping building.
 - Re-route Digester 2 overflow pipe to eliminate valves and tees.
 - Re-build the overflow control assembly for Digester 2.
 - Replace the steel emergency overflow pipe from Digester 2 to the Sludge Storage Tank.
 - Eliminate the abandoned sludge feed pipe from Digester 2 to Digester 1.
 - Re-route the centrate/filtrate pipe to discharge directly into Digester 1.
 - Remove the abandoned sludge recirculation pipe to Digester 1.
 - Remove the abandoned recirculation pump suction pipe to Digester 1.
 - Re-route the THS feed pipe for Digester 2 into the recirculating sludge pipe.
 - Insulate the LSG piping.
- Provide quality control review of deliverables.

City Involvement:

- Review of digester repair recommendations provided.
- Assemble and provide background information from City's files including system as-built drawings, previous construction shop drawing documents, and other pertinent construction reports or field reports from previous construction work.
- Coordination of construction and procurement of services for implementation of recommended modifications using technical specifications provided.
- Procure all necessary construction packages using information included in the technical specifications and administer construction of improvements.

Deliverables:

- Camera-ready contract document for contractor pricing/bidding (specifications and digital specification files as described above) (3 copies for City, 2 copies for Contractor, plus HDR copies).
- Engineer's opinion of probable construction costs.

Task 900 – Digester 4 Coatings Contract Documents

Objective:

Re-package the Digester 4 coatings specifications to bid in the Fall of 2009.

HDR Subtasks:

- Provide construction technical specifications for City procurement of installation contract of coating systems for Digester 4. The previously developed technical specifications will be revised for Digester 4.
- Provide an itemized estimated cost amount for construction that is based upon the completed specifications.
- The specifications will include the following:
 - ◊ Digester protective-coating system and miscellaneous coating systems surface preparation requirements in standard CSI format.
 - ◊ Digester protective-coating system and miscellaneous surface coating systems technical materials and application specification.
 - ◊ Field inspection specifications of final installation including non-destructive holiday testing procedures.
 - ◊ Special procedures for correction of other substrate defects noted during the field investigation.
- Provide quality control review of deliverables.

City Involvement:

- Review of the coating system recommendations provided.
- Assemble and provide background information from City's files including system as-built drawings, previous construction shop drawing documents on coating systems used, and other pertinent construction reports or field reports from previous construction work.

- Coordination of construction and procurement of services for implementation of recommended modifications using technical specifications provided.
- Complete all necessary procurement packages using information included in the field investigation memorandum and technical specifications, solicit price quotations and perform procurement, and administer construction of improvements.

Deliverables:

- Camera-ready contract document for contractor pricing/bidding (specifications and digital specification files as described above) (3 copies for City, 2 copies for Contractor, plus HDR copies).
- Engineer's opinion of probable construction costs (2 hard copies, 1 digital copy).

Task 1000 –Bid Period and Office Support Services

Objective:

Consultant will provide services during bidding and construction to answer contractor requests for information, review submittals, respond to change order requests, and support City inspection crews during construction of the Digester 2 Cover Repair and Digester 4 Coatings projects.

HDR Subtasks:

- Prepare bid advertisement for publication, review bids, and prepare Engineer's Recommendation of Award.
- Review products and services generally specified or shown on the drawings by performing the following activities:
 - Review and comment on shop drawings, equipment diagrams, material samples, test results, Contractor's request for information, change orders, and other data the Contractor submits.
 - Attend construction meetings at the construction site, up to four (4) meetings.
 - Conduct weekly visits to the project site to observe the progress and quality of work.
 - Advise City on work progress and quality.
 - Make recommendations on acceptability of the work.
 - Review progress payment requests, submit payment recommendations, and prepare change orders.
- Prepare record drawings which conform to construction records.
- Review Contractor's progress to establish whether substantial completion has been reached to begin process of project close-out.
- Conduct a final inspection of the project jointly with City representatives.
- Submit a written report to the City recommending final settlement of the contract.

- Consultant will provide the City with the necessary certification documentation, including Declaration of Construction Completion in accordance with DEQ requirements.

City Involvement:

- Administer bidding process, including publishing bid advertisements, issuing bid documents to plan holders, distributing addenda, and facilitating the opening of bids.
- Attend the pre-construction conferences.
- Provide access to project site for pre-construction conferences.
- Provide conference room facilities for pre-construction conferences.
- Provide day-to-day construction inspection and forward Contractor submittals to the Consultant.
- Provide third party special inspections, such as welding, surface preparation, and NACE inspections.
- Provide staff for site observation during construction hours.
- Attend final inspection and acceptance of the project.
- Provide survey records resulting from project construction for preparation of record drawings.
- Process final payment to Contractor.

Assumptions

- Assumes two construction periods with durations of 12 weeks.
- The actual number of bid document sets may vary depending upon project requirements and costs for reproduction will be recovered from bidders during the bid period.
- The Consultant will invoice the City for actual charges incurred for printing of bid documents above the costs reimbursed from bidders.
- Other Consultant team members may attend the pre-construction conference with the Consultant Project Manager and City Project Manager.
- The project specifications will require the Contractor submittals to be routed to the Consultant.
- Responses to Contractor submittals will be delivered from the Consultant to the Contractor and copied to the City.
- Record drawings will be based on Contractor records and City construction inspector records.
- Total meetings assumed in field = 24 (12 for each construction contract)
- Meetings by conference call = 24 (12 for each construction contract)

Deliverables:

- Submittal review comment letters responding to contractor submittals.
- Responses to requests for information.
- Response to contract change proposals.
- Contract change orders (Up to 3 change orders per construction contract).

- Final recommendation for payment.
- Record drawings on size D reproducible sheets (1 full size copy, 1 set of camera-ready 11"x17" reproducible copies)
- Record drawings in electronic format for use with AutoCAD Version 2008.
- Final deficiency list check-off.

Task 1100 – Digester 3 Coatings Evaluation

Objective:

Inspect and evaluate the condition of Digester 3 coatings to determine the need for new coatings on Digester 3.

HDR Subtasks:

- Perform a site inspection of Digester 3.
- Prior to commencing the field investigation, prepare a pre-evaluation needs assessment which outlines the proposed steps of the field investigation, proposed schedule, needed equipment and access areas, and other information and data needed to complete the field evaluation.
- Perform non-destructive evaluation of corrosion coatings, concrete surfaces and structural members, structural steel surfaces, and interior mechanical equipment.
- The scope of work does not include evaluation of the existing digester gas mixing system.
- Determine critical evaluation locations (corrosion and fouling concern areas) for gas cover system metals, gas handling piping, and sludge piping.
- Provide a general assessment of equipment operating condition and corrosion.
- Provide a one-day field examination of Digester 3, field visitation memorandum, and digital photos.

City Involvement:

- Empty Digester 3 and ready the tanks for construction contractor personnel access.
- Remove the digesters and piping systems from service prior to the field evaluations.
- Provide any confined space ventilation, hazardous gas testing, access hoisting and other necessary facilities for legal confined space entry basin access for two personnel into Digester 3.
- Provide one full-time maintenance technician to assist Engineer in one-day evaluation of the facilities.

Deliverables:

- Field visitation memorandum and digital photographs.

SCHEDULE

Notice to Proceed is anticipated to be retroactive for Task 800 on January 14, 2009.
 Notice to Proceed is anticipated for remaining tasks on April 8, 2009. Based on these
 Notices to Proceed, the project schedule is as follows:

Task	Description	Schedule
800	Prepare site visitation memorandum	January 14, 2009
	Prepare 50% plans and specifications	February 9, 2009
	QC review of 50% plans and specifications	February 17, 2009
	On-site visit to review 50% plans and specifications	February 18, 2009
	Prepare 90% plans and specifications	March 14, 2009
	QC review of 90% plans and specifications	March 20, 2009
	Update opinion of probable construction cost	April 7, 2009
	City Council approval of advertisement	April 7, 2009
	Final bid documents due	April 10, 2009
900	City review of plans and specifications	September 23, 2009
	Update opinion of probable construction cost	September 30, 2009
	City Council approval of advertisement	October 6, 2009
	Final bid documents due	October 9, 2009
1000	Services during construction	April 10, 2009 through February 28, 2010
1100	Perform site visitation	November 15, 2009
	Prepare site visitation memorandum	November 30, 2009

COMPENSATION

The City's total consideration for this amendment, including fixed fee and expenses, shall not exceed \$161,599 and the total Agreement shall be amended not exceed \$249,301 without an amendment which significantly changes the services to be provided. The additional Fixed Fee for services in Amendment No. 1 shall be \$13,205 and the amended Total Fixed Fee shall be \$21,015.

Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work. No narrative report outlining the project status shall be required for this project. A short summary project status memorandum will be provided with each invoice.

AMENDMENT No. 1

EXHIBIT B

CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
 ENGINEERING SERVICES
 FOR
 DIGESTER 4 COATINGS REHABILITATION
 AND DIGESTER 3 COATINGS INSPECTION

	HDR DIRECT LABOR	INDIRECT LABOR	EXPENSES	SUB- CONSULTA NTS	FIXED FEE	TOTAL
DIGESTER NO. 4, SECONDARY CLARIFIERS NO. 1 & 2 COATINGS AND DIGESTER NO. 2 COVER	\$43,654.18	\$76,394.82	\$9,969.60	\$ 18,375.00	\$13,205.39	\$161,598.98
TOTAL	\$43,654	\$76,395	\$9,970	\$18,375	\$13,205	\$161,599

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 23, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Amendment #1 to Engineering Agreement for WWTP Phase 5

=====

DECISION POINTS:

Council approval is requested for the proposed amendment #1 to the agreement for engineering services with HDR Engineering to provide construction engineering services for the Phase 5A construction project. The proposed amendment will increase the cost ceiling by \$33,802 for a total Phase 5 engineering cost not to exceed \$3,023,524.

HISTORY:

Wastewater facility planning has revealed a need for substantial improvements and additions to the treatment plant that will provide for reliable treatment to a standard that is established by the EPA-issued wastewater discharge permit. Removal of phosphorus will be required to a degree that has not been required before, and may only be achievable with a very limited selection of candidate technologies. Removal of ammonia is also required that exceeds the current capabilities of the plant. The City approved an agreement for engineering assistance by HDR Engineering to begin design of the overall Phase 5 improvements that will undoubtedly be needed. Phase 5A and 5B improvements are needed as soon as possible to meet existing regulations and capacity requirements. The agreement includes design of Phase 5A ammonia control improvements, design of Phase 5B additions of sludge handling and digester facilities and administration/operations/shop buildings, and predesign of Phase 5C liquid stream nutrient removal facilities. The original agreement with HDR for design services does not include construction engineering services for any of the project phases within Phase 5. It was anticipated that amendments to the agreement would be negotiated closer to the time when specifications were developed for each of the phases, and more knowledge was available to determine the scope of work for each project.

Phase 5A specifications were developed for prepurchase of ammonia removal equipment and sludge thickening equipment, and purchases have been made. Specifications are now ready for contractor bids to construct and install facilities associated with Phase 5A. Amendment #1 to HDR's Phase 5 overall scope of work is presented to include construction engineering assistance for Phase 5A. Wastewater staff believes that the attached scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable, and is necessary for interaction with the contractor for the Phase 5A project.

FINANCIAL ANALYSIS:

Cost Estimate for Phase 5A Ammonia Control Improvements

Advertising and Permits	10,000
Original Scope for Design Engineering (Portion for Phase 5A only)	158,951
Proposed Amendment #1 Construction Engineering	33,802
Prepurchase of Rotary Screen Thickener	58,741
Prepurchase of Additional Entex Modules	246,901
Prepurchase of Volgelsang Pump	10,000
Contractor Installation & Construction	<u>194,706</u>

Subtotal	713,101
<u>Contingency 3%</u>	<u>21,393</u>
Total	734,494

Funding: The current city financial plan anticipates \$4.5 million expenditure for Phase 5A design and construction.

DISCUSSION:

Phase 5A ammonia control improvements are necessary this spring. HDR Engineering has provided the design for prepurchase of equipment and the design and specifications for a construction contract for installing the equipment. A construction contractor has been awarded the work. Approval of Amendment #1 for the agreement with HDR Engineering will allow HDR to provide construction engineering services while the contractor completes the project.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed amendment #1 to the agreement for engineering services with HDR Engineering to provide construction engineering services for the Phase 5A construction project. The proposed amendment will increase the cost ceiling by \$33,802 for a total Phase 5 engineering cost not to exceed \$3,023,524.

Attachments

des1286

AMENDMENT NO. 1

TO

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

ADVANCED WATER RECLAMATION FACILITY (AWRF) PHASE 5 EXPANSION

The agreement, made and entered into the 2nd day of December, 2008, between the CITY, City of Coeur d'Alene and the ENGINEER, HDR ENGINEERING, INC. is hereby amended on the 7th day of April, 2009 as set forth herein.

W I T N E S S E T H:

WHEREAS, the City faces changing effluent discharge conditions in the Spokane River as a result of water quality studies conducted by the Washington State Department of Ecology and renewal of the City's effluent discharge permit by Region 10 of the Environmental Protection Agency;

WHEREAS, the City desires to design and construct ammonia reduction improvements and solids handling improvements to provide additional treatment capacity to meet permit limits in the summer of 2009 and additional solids handling capacity for increasing sludge volume;

WHEREAS, Consultant has completed the design of the Phase 5A Ammonia Reduction Improvements.

WHEREAS, the City has selected and awarded a construction contract to a General Contractor to construct the Phase 5A Ammonia Reduction Improvements;

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

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment 1 Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 2nd day of December, 2008, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to provide the city with office support during construction. The following work task is to be performed in accordance with the scope of work in Attachment 1:

- Task 1100. Office Support Services during Construction

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer's direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 1 shall be \$2,745 and the amended Total Fixed Fee shall be \$293,869.

The City's total consideration, including fixed fee and expenses, for services in Amendment No. 1 shall be \$33,802 and the total Agreement shall be amended not exceed \$3,023,524.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Attachment 1.

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Mayor

Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Vice President

ATTACHMENT 1

**CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
ENGINEERING SERVICES
FOR
ADVANCED WATER RECLAMATION FACILITY (AWRF) PHASE 5 EXPANSION**

AMENDMENT NO. 1

**EXHIBIT A
SCOPE OF SERVICES AND SCHEDULE**

INTRODUCTION

Historically, the City of Coeur d'Alene has been required to treat wastewater to a high level to meet requirements for the Spokane River, including ammonia-nitrogen and phosphorus control. The plant is capable of some ammonia-nitrogen control in existing biological treatment facilities that has allowed the City to meet historical permit limits. In 2008, IFAS media were installed in the existing solids contact tanks to increase the ability of the treatment processes to reduce ammonia-nitrogen concentrations. As flows and loads to the plant increase and new discharge permit limits come into effect, additional improvements are necessary to reduce ammonia-nitrogen discharge concentrations. Phase 5A improvements are based upon achieving additional control of ammonia nitrogen to meet current NPDES permit limits in the summer of 2009.

Specific elements in the Phase 5A design include the following:

- Installation of additional IFAS modules in the sludge re-aeration basin and trickling filter supply piping modifications.
- Installation of a rotary screen thickener (RST) for waste activated sludge (WAS) thickening and installation of an interim WAS thickening process for use during ammonia removal season in 2009 and until Phase 5B improvements are completed.
- Addition of a temporary building to house the interim WAS thickening process.
- WAS piping modifications to include rerouting WAS to the new thickener.
- Retrofit to longer weirs in the secondary clarifier splitter box.
- Power supplies and support utilities for the new building and equipment.

Bids were received by the City Clerk for the Phase 5A Ammonia Reduction Improvements project on March 10, 2009. The city issued a Notice of Award of the construction contract to Shannon Industrial Contractors. Shannon Industrial Contractors is proceeding with the construction of the Phase 5A Ammonia Reduction Improvements and the city requests the services of HDR Engineering, Inc. to support its effort to manage this construction contract.

Task 1100 – Office Support Services during Construction

Objective:

Consultant will provide services during construction to answer contractor requests for information, review submittals, respond to change order requests, and support City inspection crews during construction of the Phase 5A Ammonia Reduction Improvements project.

HDR Subtasks:

- Review products and services generally specified or shown on the drawings by performing the following activities:
 - Review and comment on shop drawings, equipment diagrams, material samples, test results, Contractor's request for information, change orders, and other data the Contractor submits.
 - Attend construction meetings at the construction site, up to four (4) meetings.
 - Conduct weekly visits to the project site to observe the progress and quality of work.
 - Advise City on work progress and quality.
 - Make recommendations on acceptability of the work.
 - Review progress payment requests, submit payment recommendations, and prepare change orders.
- Prepare record drawings which conform to construction records.
- Review Contractor's progress to establish whether substantial completion has been reached to begin process of project close-out.
- Conduct a final inspection of the project jointly with City representatives.
- Submit a written report to the City recommending final settlement of the contract.
- Consultant will provide the City with the necessary certification documentation, including Declaration of Construction Completion in accordance with DEQ requirements.

City Involvement:

- Attend the pre-construction conferences.
- Provide access to project site for pre-construction conferences.
- Provide conference room facilities for pre-construction conferences.
- Provide day-to-day construction inspection and forward Contractor submittals to the Consultant.
- Provide third party special inspections, such as welding, surface preparation, and NACE inspections.
- Provide staff for site observation during construction hours.
- Attend final inspection and acceptance of the project.
- Provide survey records resulting from project construction for preparation of record drawings.
- Process final payment to Contractor.

Assumptions

- Assumes a single construction period with duration of 74 days.
- Other Consultant team members may attend the pre-construction conference with the Consultant Project Manager and City Project Manager.
- The project specifications require the Contractor submittals to be routed to the Consultant.
- Responses to Contractor submittals will be delivered from the Consultant to the Contractor and copied to the City.
- Record drawings will be based on Contractor records and City construction inspector records.
- Total meetings assumed in field = 10
- Meetings by conference call = 10

Deliverables:

- Submittal review comment letters responding to contractor submittals.
- Responses to requests for information.
- Response to contract change proposals.
- Contract change orders (Up to 3 change orders).
- Final recommendation for payment.
- Record drawings on size D reproducible sheets (1 full size copy, 1 set of camera-ready 11"x17" reproducible copies)
- Record drawings in electronic format for use with AutoCAD Version 2008.
- Final deficiency list check-off.

SCHEDULE

Based on an anticipated Notice to Proceed date of March 25, 2009, the project schedule is as follows:

Task	Description	Schedule
1100	Services During Construction	March 25, 2009 through June 5, 2009

COMPENSATION

The City’s total consideration for this amendment, including fixed fee and expenses, shall not exceed \$33,802 and the total Agreement shall be amended not exceed \$3,023,524 without an amendment which significantly changes the services to be provided. The additional Fixed Fee for services in Amendment No. 1 shall be \$2,745 and the amended Total Fixed Fee shall be \$293,869.

Consultant shall invoice City monthly for Consultant’s services. Invoices shall itemize costs incurred for each task identified in the scope of work. No narrative report outlining the project status shall be required for this project. A short summary project status memorandum will be provided with each invoice.

AMENDMENT No. 1

EXHIBIT B

CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
ENGINEERING SERVICES
FOR
DIGESTER 4 COATINGS REHABILITATION
AND DIGESTER 3 COATINGS INSPECTION

	HDR DIRECT LABOR	INDIRECT LABOR	EXPENSES	SUB- CONSULTA NTS	FIXED FEE	TOTAL
PHASE 5A OFFICE SUPPORT SERVICES DURING CONSTRUCTION	\$9,074.64	\$15,880.62	\$3,476.80	\$ 2,625.00	\$2,745.08	\$33,802.14
TOTAL	\$9,075	\$15,881	\$3,477	\$2,625	\$2,745	\$33,802

**CITY COUNCIL COMMITTEE
STAFF REPORT**

DATE: April 7, 2009
FROM: Legal Department
SUBJECT: Council approval of agreement waiving opposition to annexation

=====

DECISION POINT:

Staff requests Council acceptance of an agreement waiving opposition to annexation by R. Brad Jordan and Debra Jordan, owners of the property described in Nettleton Gulch, in exchange for water service outside City limits in accordance with City policy.

BACKGROUND:

Staff received a request for water service from the owners of property in Nettleton Gulch. Legal Department staff and Water Department staff reviewed the request in light of the City's policy regarding water service to properties outside City limits. The property is allowed service under the policy as quoted below. Standard practice is to require the owners to properly execute an agreement waiving opposition to annexation in exchange for water service. A copy of the agreement is included in the packet.

POLICY REVIEW:

The request is consistent with Section 8 of the main extension policies as adopted by the City on February 3, 1981. That policy section states, "No new water service shall be provided to property outside the City Limits except for that property having prior approval in the form of a subdivision (approved prior to February 3, 1981), consumers order, property abutting or adjoining mains installed under refundable water extension contracts, or other written agreements."

DECISION POINT/RECOMMENDATION:

Staff requests Council acceptance of an agreement waiving opposition to annexation by R. Brad Jordan and Debra Jordan, owners of the property in Nettleton Gulch in exchange for water service outside City limits in accordance with City policy.

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this 7th day of April, 2009, by and 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 **R. Brad Jordan** and **Debra A. Jordan**, husband and wife, whose mailing address is 2994 E Nettleton Gulch Road, Coeur d'Alene, Idaho, 83815 hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

***Tax number 13287
Southeast ¼ of Section 6, T. 50 N., R. 3 W., B.M.
Kootenai County, Idaho***

the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the hereinbefore described property to the City of Coeur d'Alene, the Owners of said property agree and covenant that they will not oppose annexation of said property to the City of Coeur d'Alene and will cooperate to the fullest extent with the City in the annexation of such property.

2. That all costs and fees for connecting to and providing water service including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be borne by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.

3. That the connection to the City's water service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owners have signed the same, the day and year first above written.

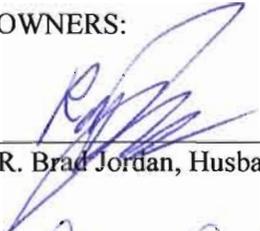
CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO:

Sandi Bloem, Mayor

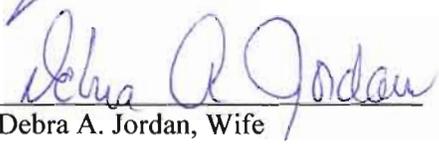
ATTEST:

Susan K. Weathers, City Clerk

OWNERS:



R. Brad Jordan, Husband



Debra A. Jordan, Wife

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of April, 2009, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the city of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

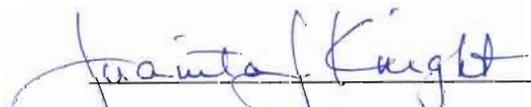
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

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

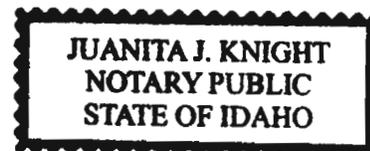
STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of March, 2009, before me, a Notary Public, personally appeared **R. Brad Jordan** and **Debra A. Jordan**, husband and wife, known to me to be the persons subscribed herein who executed the foregoing instrument and acknowledged that they voluntarily executed the same.

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

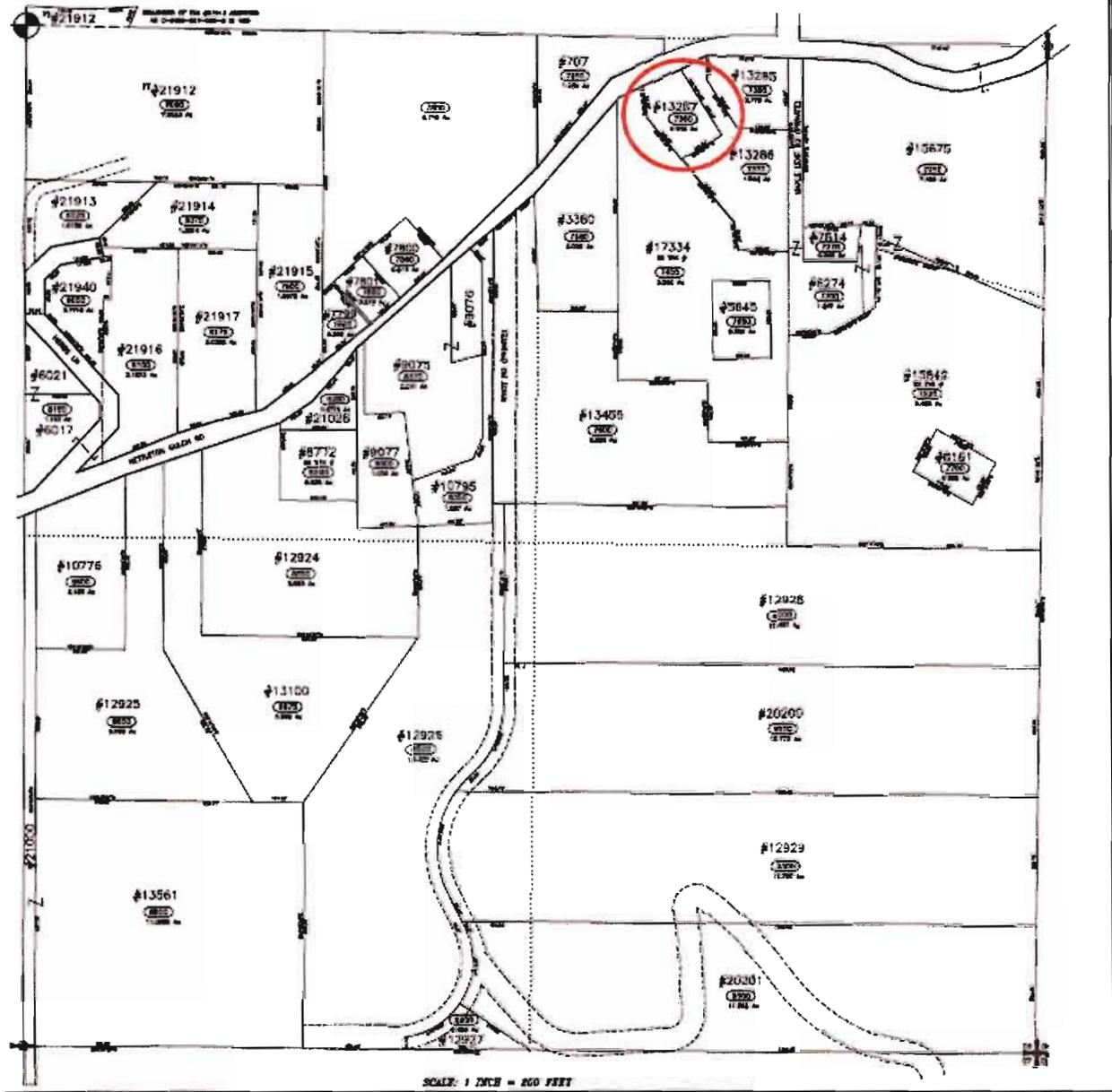


Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: 11/27/2014



SE 1/4 Sec.6 Twp. 50 N. R. 3 W.B.M.

50ND37-06



SE 1/4 Sec.6 Twp.50N. R.3W.B.M.

COUNCIL STAFF REPORT

DATE: April 7, 2009
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: March 18, 2009 Bid Results of Cured In Place Pipe (CIPP) Project.

=====

DECISION POINT:

The Council may wish to accept and award a contract to the low bidder for the 2009 Wastewater CIPP Rehabilitation Project bid March 18, 2009 at 1:00 PM.

HISTORY:

This project was advertised in the Coeur d'Alene Press February 27, 2009 and March 6, 2009 requesting bids for CIPP Sanitary Sewer Rehabilitation, totaling approximately 5,110 lineal feet of 8 inch and 12 inch sanitary sewer pipe.

FINANCIAL ANALYSIS:

The CIPP low bidder is RePipe-California, Inc. for a total of \$138,335.00

JUB estimate of probable cost for the project was \$173,000.00.

PERFORMANCE ANALYSIS:

Wastewater Utility has budgeted for this Sanitary Sewer Rehabilitation Project and has the available funds.

RECOMMENDATION:

Award CIPP Sanitary Sewer Rehabilitation Contract to RePipe-California, 5525 E. Gibraltar Street, Ontario, CA 91764 for \$138,335.00.

Contract

THIS CONTRACT, made and entered into this 7th day of April, 2009, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and REPIPE CALIFORNIA, a corporation duly organized and existing under and by virtue of the laws of the state of California, with its principal place of business at 5525 E. Gibraltar Street hereinafter referred to as the CONTRACTOR. Ontario, CA 91764

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for 2009 Wastewater Projects - CIPP Rehabilitation in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

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

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

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

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

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of One Hundred Thirty-Eight Thousand, Three Hundred Thirty-Five Dollars and 00/100 (\$138,335.00)\$, as provided in the Unit Price Schedule (see breakdown below). Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
2010.4.1.A.1	Mobilization	1	LS	\$6,400.00	\$6,400.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$500.00	\$500.00
SP-02541.4.1.A.1	CIPP Rehabilitation - 8" *	4,435	LF	\$21.00	\$93,135.00
SP-02541.4.1.A.1	CIPP Rehabilitation - 12" *	675	LF	\$32.00	\$21,600.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	4	EA	\$100.00	\$400.00
SP-02541.4.1.C.1	Lateral Reinstatement	101	EA	\$25.00	\$2,525.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	5,110	LF	\$2.00	\$10,220.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	5,110	LF	\$0.50	\$2,555.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,000.00	\$1,000.00
	TOTAL:				\$138,335.00

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2009**, or within sixty (60) calendar days of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

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

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

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

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

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

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

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

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

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

CITY:

CITY OF COEUR D'ALENE

KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

(SEAL)

CONTRACTOR:

REPIPE CALIFORNIA

By: _____

ATTEST:

(SEAL)

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of April, 2009, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this ___ day of April, 2009, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **RePipe California, Inc.** and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**CITY COUNCIL
STAFF REPORT**

April 7, 2009

From: Doug Eastwood

RE: LANDINGS PARK RE-BID

On March 31st we opened bids for the Landings Park project. There was a misunderstanding by some of the bidders about the requirement for submittal of elements of the bid packet regarding sub-contactors needed at the time of bid submittal. Upon reviewing the situation with legal staff it is recommended that we reject all bids and re-bid Phase II. We can do this immediately and lose very little time in the development process. We still need to finish up some Phase I work which has been delayed due to an early winter and a late spring. We can re-bid and have a recommendation back to council at your May 5th meeting.

**Parks and Recreation Commission
Staff Report**

Date: March 16, 2009
From: Steve Anthony
Subject: Day Camp Policy

DECISION POINT:

Does the Parks and Recreation Commission want to recommend to the City Council a Day Camp Policy for groups using the guarded area of City Beach?

History:

The last couple of summers that City Beach has seen a large increase of Day Camps and Summer Camps using the Lifeguarded area for their activities. A typical weekday sees an average of 3 day camps ranging from 10 to 100 children. There are times that the city has to set up a guard station just to watch the day campers.

Financial Analysis:

Adopting this policy will not have any negative financial affect on the city it actually might the save the city some money by requiring camps have adequate supervision.

Performance Analysis:

This policy will make the beach safer for use by the public. We are requesting a ratio of 1 adult per 10 children. Supervisors must be within 10 feet of children while they are near or in the water. Children must have physical boundaries established. By adopting this policy the beach will be safer for campers and the general public who use the beach.

Recommendation:

That the Parks and Recreation Commission adopt a Day Camp policy for groups using City Beach.

DAY CAMP POLICY FOR GROUPS USING THE LIFEGUARDED AREA OF CITY BEACH

Goals:

To the extent possible it is the intention of this policy to:

- Enhance the comfort and enjoyment of beach experience for every patron.
- Help ensure the safety of day camp participants and other beach patrons.
- Maximize City resources.

Policy:

1. Definitions:

For the purpose of this policy “Day Camp” means any group of ten (10) or more children swimming or otherwise using the lifeguarded area of City Beach.

2. Ratios:

To maximize the safety of day camp participants on other beach users the ratio of supervisors/camp staff to children must not exceed 10 children for each supervisor and a minimum of two staff must always be present, regardless of the number of campers.

3. Supervision:

Camp staff/supervisors must be within 10 feet of the children whenever the children are near or in the water and must be actively supervising the children by watching for safety risks to the children.

4. Boundaries:

Camp staff/supervisors must establish physical boundaries for the children to play in. The boundary should be large enough to allow the children sufficient play area while keeping the group contained so that camp staff/supervisors can monitor the safety of the children.

5. Meeting with Lifeguards:

Prior to swimming or otherwise using the beach, the day camp staff and participants must meet with a Lifeguard, if one is on duty, to discuss the boundaries established by the camp staff/supervisors, the number of children and camp staff/counselors and safe use of the beach and swim area.

6. Enforcement:

Any day camp not following the requirements of this policy may not use the lifeguarded portion of City Beach. City lifeguards are authorized to enforce the requirements of this policy and may remove any day camp violating the provisions of this policy from the lifeguarded area of City Beach.

RESOLUTION NO. 09-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A DAY CAMP POLICY FOR GROUPS USING THE LIFEGUARDED AREA OF CITY BEACH.

WHEREAS, the need for a policy regarding Day Camp Groups using the lifeguarded area of the City Beach has been deemed necessary by the City Council; and

WHEREAS, the Parks and Recreation Commission has proposed policies regarding these issues, and the same were discussed at the General Services Committee meeting on March 23, 2009; and

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

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

DATED this 7th day of April, 2009

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

_____ was absent. Motion _____.

**GENERAL SERVICES COMMITTEE
MEMORANDUM**

DATE: MARCH 11, 2009

FROM: RENATA MCLEOD, PROJECT COORDINATOR
TROY TYMESEN, FINANCE DIRECTOR

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MINOR HOME
REPAIR PROGRAM

DECISION POINT: To modify the CDBG Emergency Minor Home Repair program from charging an interest rate on the loan to making it a grant.

HISTORY: The City is nearing the end of its first year as a HUD CDBG community. One program that was initiated this year was an emergency minor home repair program. The program initially established a maximum loan of \$3,000.00 per household. At the December 16, 2008 City Council meeting, the City Council approved an increase in the maximum loan limit to \$6,000.00. Originally, the program provided a low interest loan to the homeowner, with the interest income recycling into the program into future. During the last year, advertisements, regarding the availability of these funds, were placed in the Coeur d'Alene Press and the Nickelsworth, spots were run on the government cable channel (CDA 19,) KVNI radio addresses, one half day of outreach at the Lake City Senior Center, and information presented at the several City Council meetings. The result of the outreach was three applications being submitted for this program. Therefore, City staff and the Contractor, Panhandle Area Council (PAC), recommend moving from a loan program to a grant program, to encourage more eligible homeowners to apply for these funds (HUD standards allow the method of allocating funds to be determined by the City.) The benefit to the community continues to be housing stock that is maintained and in better condition throughout the years.

FINANCIAL ANALYSIS: Funds available are \$21,000.00 (one application in process for \$6,000.00); four or five homes can be assisted annually. The past program established that loans would be for a maximum amount of \$6,000.00, no interest if paid back within 2 years; thereafter the loan would be charge a 3% interest rate, deferrable until the time ownership of the house changes. The income earned from the loan interest would be considered program income and reutilized into the minor home repair program (as required by HUD). The new program would allow for grants to Low to Moderate Income for Emergency Minor Home Repairs, no pay back required.

PERFORMANCE ANALYSIS: Providing for methods to assist low to moderate-income homeowners to conduct emergency minor home repairs, allow continues use of existing affordable housing stock within our city.

DECISION POINT/RECOMMENDATION: To modify the CDBG Emergency Minor Home Repair program from charging an interest rate on the loan to making it a grant.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: March 18, 2009

From: Steve Childers

Subject: Request for Proposal – Single Source Towing Provider

Decision Point: The City Council is requested to authorize the solicitation of request for proposals for a single source-towing provider for the City of Coeur d’Alene.

History: Prior to August 2002, the City of Coeur d’Alene had employed a Rotational Tow Truck Policy to address the vehicle towing needs for the City of Coeur d’Alene. However, during August 2002 the City of Coeur d’Alene changed their policy and a single source tow provider was selected. On average, the City of Coeur d’Alene dispatches approximately 1100 vehicle tows per year ranging from vehicles involved in accidents to abandoned vehicles located on public and private property. It has been determined that a single source tow provider is more economical and efficient for the City of Coeur d’Alene.

Financial Analysis: By continuing a single source towing provider, the City of Coeur d’Alene will realize cost savings by having more efficient response times to dispatched vehicle tows and will realize a cost savings with a reduction in staff time required to administer vehicle towing performed for the City of Coeur d’Alene.

Performance Analysis: A single source-towing provider will require less administration by City of Coeur d’Alene staff. In addition, City Police will be required to spend less time at calls involving vehicle tows.

Quality of Life Analysis: The citizens will enjoy more consistent and efficient towing services for vehicle towing dispatched by the City of Coeur d’Alene.

Decision Point / Recommendation: The City Council is requested to authorize the solicitation of request for proposals for a single source-towing provider for the City of Coeur d’Alene.

MEMORANDUM

DATE: APRIL 1, 2009
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled April 21, 2009, to hear public testimony regarding the 2009 Community Development Block Grant (CDBG) Funding 2009 Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPERS) for the HUD CDBG funds directly allocated to the City of Coeur d'Alene.

PUBLIC WORKS STAFF REPORT

Date: March 23, 2009
From: Mac Cavasar, Vice Chair Coeur d'Alene Ped/Bike Committee
SUBJECT: **CLASS II BIKELANES ON 15th STREET** (*action required*)

DECISION POINT:

The Coeur d'Alene Ped/Bike Advisory Committee is requesting Public Works Committee authorize the Ped /Bike Committee to go forward with planning and workshops for the feasibility of bike lanes on 15th Street.

HISTORY:

15th street is a major route for traffic on the east side of Coeur d'Alene. It is also the only street east of Government Way that runs the entire length of town from North to South. As far back as the 1980 Bikeways Plan it was recommended that bike lanes be placed on 15th street running from Front Street all the way to Hazel North of I-90. With the formation of Coeur d'Alene Ped/Bike committee in 2002 interest has been renewed in adding bike lanes on both sides of 15th from Mullan to the I-90 overpass and eventually beyond to create a bike route that connects the entire east side of town to the downtown area. 15th street is directly connected to two schools; Lakes Middle School and Canfield Middle School, and two parks; Cherry Hill and Persons Field, with four more schools and seven other parks within a few blocks. There currently is no parking allowed on the west side of 15th and while there is parking allowed on the east side it is rarely used.

FINANCIAL ANALYSIS:

There would be no cost at this time. Upon Council approval the cost would be minimal: Staff time to readjust the striping and extra paint to stripe bike lanes.

PERFORMANCE ANALYSIS:

Adding bike lanes to 15th street would provide for the growing number of cyclists in the Coeur d'Alene area. The need is great for bike trail and pathway connectivity throughout the area in order to promote healthy alternatives to motorized transportation. One of the goals of the 2008 Parks Master Plan is to "Create a comprehensive trail system that connects users to recreational amenities, parks and schools, as well as to downtown, the Spokane River, Lake Coeur d'Alene and regional trails". This goal was developed from a survey taken of area residents about community recreational needs. Improving/Enhancing our trails and bikeways system was one of the top three requests by Coeur d'Alene residents in the Parks Master Plan survey. Permit parking or parking for special events could be considered to accommodate residents and visitors.

DECISION POINT/ RECOMMENDATION

The Coeur d'Alene Ped/Bike Advisory Committee is recommending that the Public Works Committee recommend to Council, to authorize the Ped/Bike Committee to go forward with planning and workshops for the feasibility of bike lanes on 15th Street.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 19, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Solicitation of Bids for WWTP Digester #2 Repairs

DECISION POINT:

The City Council is requested to approve the specifications for repair of WWTP Digester #2, and to authorize advertisements to solicit bids.

HISTORY:

Digester #2 was recently refurbished in 2008 to provide the third digester of three that are essential for reliable digester capacity at the treatment plant. Digester #4 also requires refurbishment as soon as possible, but can only be refurbished during lowest capacity winter months when the other two digesters are functioning well. The plan for refurbishment of Digester #4 this past winter was abruptly interrupted on December 24th when Digester #2 was damaged due to uncommon plugging of pressure relief equipment and overflow pipes thought to be caused by prolonged cold weather. The metal domed lid on the aboveground concrete tank was subjected to excessive pressure and shifted to a degree that resulted in damage to the support legs and peripheral seal. The City's wastewater engineering consultant, HDR Engineering redirected their efforts from Digester #4 work to finding a solution for the Digester #2 problems. Causes for the failure were found and specifications are now available for a contractor to correct the piping, to install additional controls and safety features, and to repair the metal dome.

FINANCIAL ANALYSIS:

<u>Estimate for Repair of Digester #2</u>	
Advertisements and Building Permit	5,000
Engineering	\$70,000
Special Inspection	5,000
Contractor (planning level estimate)	300,000
Contingency 5%	<u>18,500</u>
Total	\$398,500

Funding The current year FY 2008-09 budget includes \$200,000 for refurbishment of clarifiers and digesters. Sufficient reserves exist in the Wastewater Fund for costs of this project.

DISCUSSION:

Digester #2 is a cylindrical concrete tank 25 feet in diameter, with a steel dome cover that was initially constructed in 1972. This anaerobic digester is one of three that is needed to process biosolids to reduce bacteria and pathogens. The piping that serves the digester was installed and reworked several times during its life. HDR Engineering evaluated the causes of the failure, and found several piping issues that should be corrected to provide more reliable flow during extended periods of freezing temperatures. The planned work includes dismantling and installation of new piping and safety equipment, welding repair of the damaged dome mounting feet, special inspection of welds, installation of the dome's peripheral seal,

repair of the coatings, and tenting and heating as necessary during cold or inclement weather. Work should proceed as soon as possible to restore the critically necessary digester capacity.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve the specifications for repair of WWTP digester #2, and to authorize advertisements to solicit bids.

des1285

CITY COUNCIL STAFF REPORT

DATE: April 7th, 2009
FROM: Tim Martin, Street Superintendent
SUBJECT: **TO PURCHASE A NEW 2009 TWO TON UTILITY SERVICE TRUCK FOR THE STORM WATER UTILITY**

DECISION POINT:

The purpose of this report is to provide Council information on the purchase of a new 2009 two ton two wheel drive service truck and chassis.

HISTORY:

The Storm Water Utility Capital Vehicle Replacement Plan for 2008-2009 authorizes the use of \$50,000.00 for the purchase of a new 2009 two ton two wheel drive service truck.

PERFORMANCE ANALYSIS:

This vehicle will replace a 1988 1 ton truck that has been undersized to fit the department's needs. The new vehicle is a 4-door cab and chassis that will be outfit with an oversized bed and crane that will allow for carrying a full crew without the need for more transportation. The truck will be equipped with pipe racks for additional storage capabilities which will reduce the need to drive additional vehicles. The estimated cost of the bed and accessories (tool boxes, crane and communication equipment) is anticipated to be no more than \$25,000.00.

FINANCIAL ANALYSIS

Quotes for this vehicle were obtained in November of 2008 and approval was obtained from the Finance Director in late November. This purchase will be made from the Stormwater Utility Fund and it will have no impact on the General Fund. Quotes for a new 2009 two ton two wheel drive service truck were obtained from three area vendors as follows:

	<u>Total Quote</u>
(1) Robideaux Motors.	\$26,952.78
(2) Knudtsen Chevrolet	\$25,983.31
(3) Lake City Ford	\$24,263.69

The lowest competitive quote is from Lake City Ford for \$24,263.69. This proposed vehicle meets the City's specifications.

DECISION POINT/ RECOMMENDATION:

The purpose of this report is to provide Council information on the purchase of 2009 two ton two wheel drive service truck and chassis.

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 6.50
 Rec No 429142
 Date 03-30-2009
 Date to City Council: 04-07-09
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	<u>Down the Street Family Restaurant</u>
Business Mailing Address	<u>545 E DIVOT AVE</u>
City, State, Zip	<u>POST FALLS, ID 83854</u>
Business Physical Address	<u>1613 E Sherman Ave</u>
City, State, Zip	<u>Coeur D Alene, ID 83814</u>
Business Contact	<u>Leisa Wagner</u> Business Telephone: <u>253-209-8521</u> Fax: _____
License Applicant	<u>Leisa A. Wagner</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Leisa A. Wagner, President</u> <u>Rose Wagner, Vice President</u> <u>Ashleigh Love, Secretary</u>

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
 Municipal Services
 710 Mullan Avenue
 Coeur d' Alene, Idaho 83814
 208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 250.00
 Rec No 459346
 Date 3/20/09
 Date to City Council: 4/7/09
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Former Mike's Coeur d' Alene Cafe

Business Name	<i>My Place</i>
Business Mailing Address	<i>1801 E Sherman Ave</i>
City, State, Zip	<i>Coeur d' Alene Idaho 83814</i>
Business Physical Address	<i>1801 E Sherman Ave</i>
City, State, Zip	<i>Coeur d' Alene Idaho 83814</i>
Business Contact <i>Vince Zito</i>	Business Telephone : <i>(208) 665-2277</i> Fax: _____
License Applicant <i>Vince Zito</i>	
If Corporation, partnership, LLC etc. List all members/officers	

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER
DATE: APRIL 7, 2009
SUBJECT: A-7-08 – ZONING IN CONJUNCTION WITH ANNEXATION
LOCATION: +/- 2.7 ACRE PARCEL AT 1130 EAST SKYLINE DRIVE

DECISION POINT:

Stephen B. Meyer is requesting Zoning in Conjunction with Annexation from County Restricted Residential to City R-3 (Residential at 3 units/acre).

SITE PHOTOS:

- A. Site photo



B. Site photo – Looking southeast from Skyline Drive

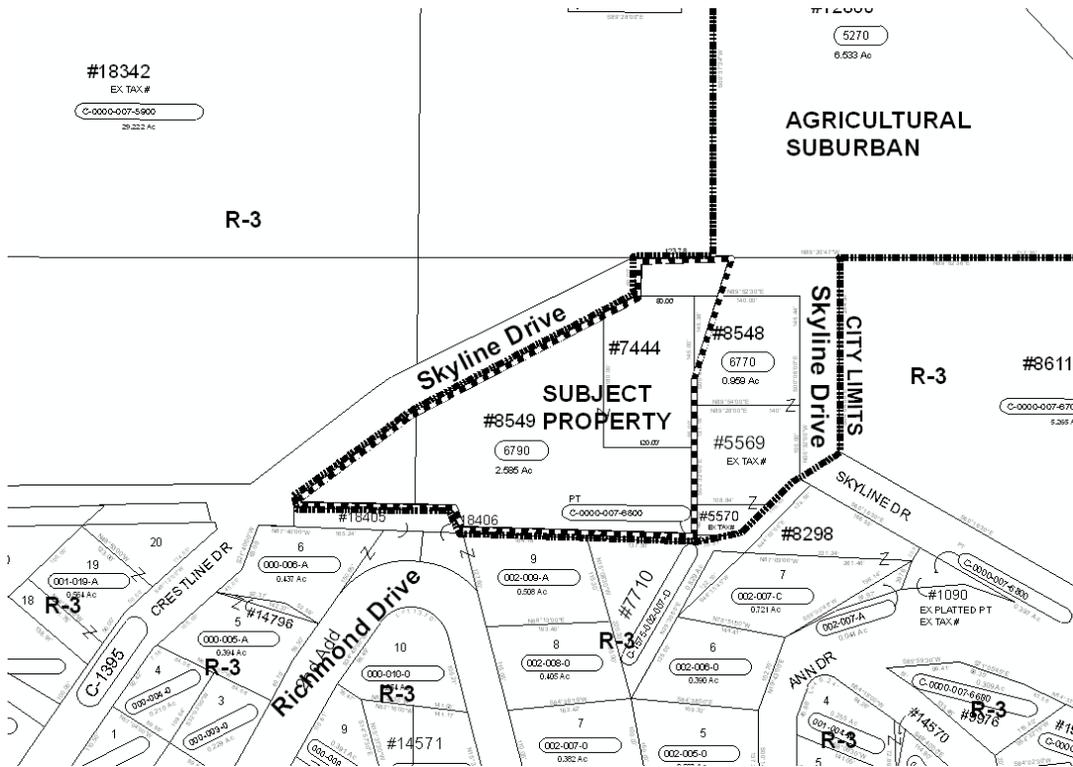


C. Site photo – Looking northeast from Richmond Drive

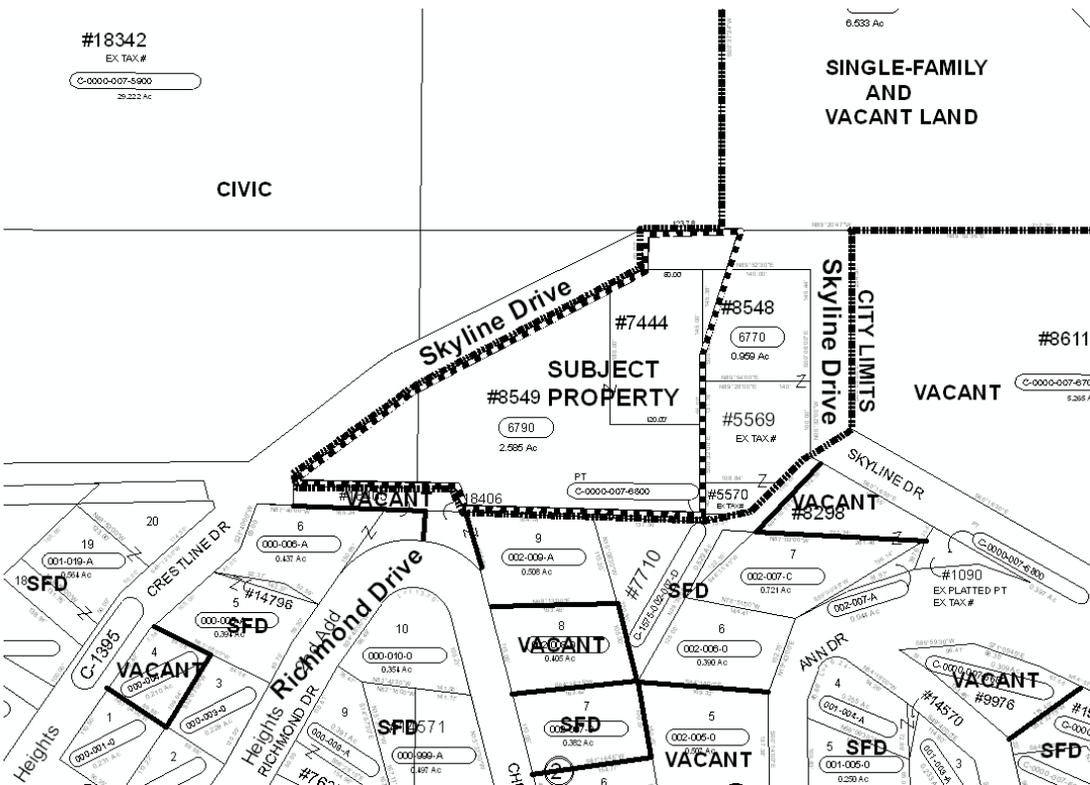


GENERAL INFORMATION:

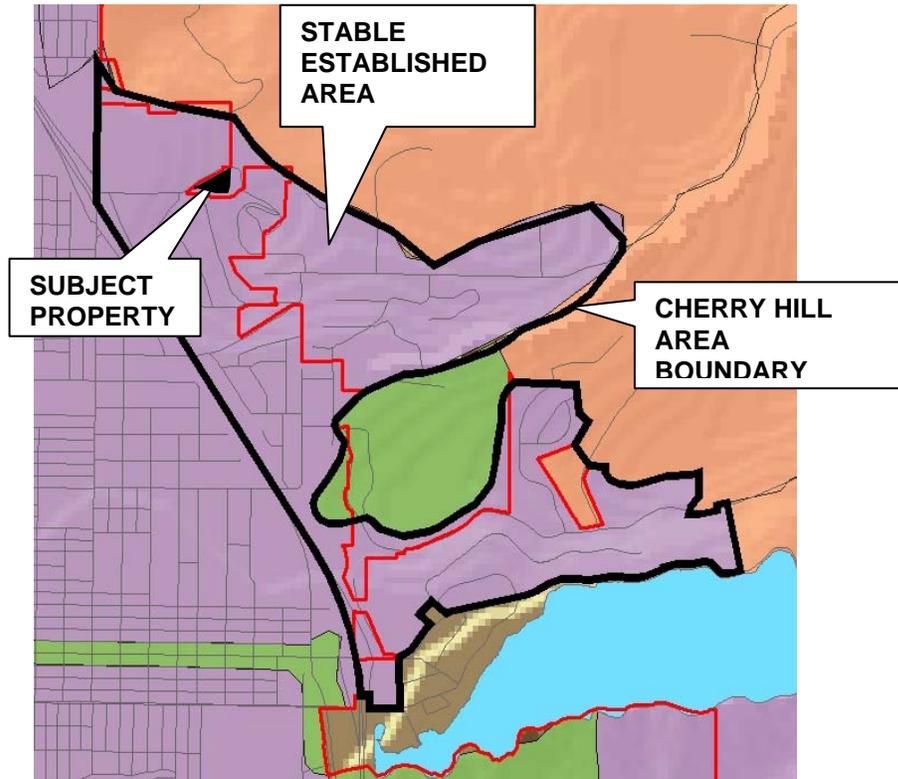
A. Zoning.



B. Generalized land use.



C. 2007 Comprehensive Plan - Stable Established – Cherry Hill Area:



D. Site topography.



E. Sewer availability



F. Applicant/: Stephen B. Meyer
Owner 1130 East Skyline Drive
Cœur d'Alene, ID 83814

G. Tax # 7444 contains a single family dwelling and Tax # 8549 is vacant.

H. Land uses in the area include single-family, civic (Cherry Hill Park) and vacant land.

I. The Request to Consider Annexation (RCA-10-08) was approved by the City Council on June 17, 2008.

J. The Planning Commission approved the request on January 13, 2009 by a 3 to 2 vote.

k. The City Council was scheduled to hear this item on March 17th, but continued this item to April 7, 2009, because the applicant had an emergency and had to leave the hearing before the item was heard.

PERFORMANCE ANALYSIS:

A. **Zoning:**

The R-3 district is intended as a residential area that permits single-family detached housing at a density of three units per gross acre.

Permitted uses:

1. Administrative.
2. Essential service (underground).
3. "Home occupation" as defined in this title.
4. Single-family, detached housing.

Uses allowed by special use permit:

1. Commercial film production.
2. Community assembly.
3. Community education.
4. Community organization.
5. Convenience sales.
6. Essential service (aboveground).
7. Noncommercial kennel.
8. Religious assembly.

The zoning pattern (see zoning map on page 2) in the surrounding area shows Agricultural-Suburban zoning in the County and R-3 zoning in the City.

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

1. The subject property is within the Area of City Impact Boundary.
2. The subject property has a land use designation of Stable Established and is within the Cherry Hill Area, as follows:

Stable Established Areas:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots and general land use are not expected to change greatly within the planning period.

Cherry Hill Area:

This area will continue to develop as a lower density single-family residential area with care taken to preserve natural vegetation, views, and open space on steeper slopes. Future development will present challenges in preserving open space and tree cover, and providing necessary infrastructure in the context of hillside development. As this area continues to develop, parcels not suitable for development should be preserved as open space through conservation easements, clustering, and acquisitions.

The characteristics of Cherry Hill neighborhoods will be:

- That overall density in this area will be approximately one dwelling unit per acre (1:1). However, in any given development, higher densities, up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- Limited opportunity for future development.
- Developments within the Fernan Lake Watershed should reflect careful consideration of the impacts of the development on water quality in Fernan Lake.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

3. Significant policies:

- Objective 1.01 - Environmental Quality:
Minimize potential pollution problems such as air, land, water, or hazardous materials.
- Objective 1.02 - Water Quality:
Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer
- Objective 1.12 - Community Design:
Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 1.13 - Open Space:
Encourage all participants to make open space a priority with every development and annexation.
- Objective 1.14 - Efficiency:
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- Objective 3.02 - Managed Growth:
Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.
- Objective 3.16 - Capital Improvements:
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective 4.02 - City Services:
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

4. 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.

C. **Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

SEWER:

Public sanitary sewer is nearby at the intersection of Richmond Drive and Cherrywood Drive.

Evaluation: The connection to this public sanitary sewer, however, would require the applicant to purchase property or obtain an easement over private property he does not own in order to connect to the sewer.

Comments submitted by Don Keil, Assistant Wastewater Superintendent

WATER:

The subject property is not served by city water.

Evaluation: There is currently no water main directly serving the parcel to be annexed. In order to develop this lot, the customer will be required to extend a water main on Crestline Drive up to and across the property frontage. Depending on where the lot is developed, there may also be issues with elevation and availability of sufficient pressure.

Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any development activity on the site.

TRAFFIC:

Without a defined use, traffic generation cannot be determined, therefore, traffic mitigation issues will be addressed at the time of development on the subject property.

STREETS:

The area proposed for annexation adjoins, and would be accessed by, Skyline Drive on the north. The subject roadway is a narrow (21' – 24' wide), and at times congested travel way with an existing grade that exceeds the maximum 8% allowed by City Code. Roadway mitigation measures will be addressed at the time of development of the subject property.

APPLICABLE CODES AND POLICIES:

Utilities:

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.
4. All required utility easements shall be dedicated on the final plat.

Streets ;

5. All new streets shall be dedicated and constructed to City of Coeur d'Alene standards.
6. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
7. All required street improvements shall be constructed prior to issuance of building permits.
8. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

Stormwater:

9. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

No comments.

Submitted by Glenn Lauper, Deputy Fire Chief

POLICE:

No comments.

Submitted by Steve Childers, Captain, Police Department

- D. **Finding #B10: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.**

The subject property has an average slope of 20.5%. (See map on page 4)

Evaluation: With annexation, compliance with the Hillside Regulations would be required for any future development.

- E. **Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.**

The subject property is in an area of single-family residential development that is zoned R-3 or County Agricultural-Suburban and is adjacent to Skyline Drive, which is capable of handling traffic

from any future development on the subject property.

Evaluation: The requested R-3 zoning would be compatible with the single-family development and residential character of the surrounding area.

F. Items recommended for an Annexation Agreement.

None.

G. Ordinances and Standards Used In Evaluation:
Comprehensive Plan - Amended 2007.
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:

Staff recommends the City Council take the following action:

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

If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.

If the Council denies the request, a new set of findings must be made.

City of Coeur d' Alene
Annexation Request
Explanation Statement

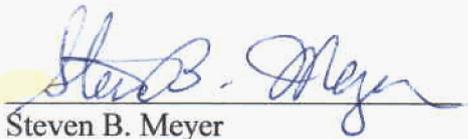
10-26-08

City of Coeur d' Alene

The proposed land annexation of parcel(s). A, T.N. 7444 & T.N. 8549, in section 7, T50N, R3W, B.M., Kootenai County, Idaho would geographically complete a more uniform City boundary line in this area. This would increase the city's growth as mentioned and prescribed, re: Comprehensive Plan 2007-2027. Increasing the city's boundaries in this area would create additional revenue for the city's future growth in this and other areas.

Regarding compatibility with the existing surrounding area. The above mentioned parcels are already surrounded by city land. As previously mentioned, this would create a more complete and uniform city boundary line in this area.

Respectfully Submitted,



Steven B. Meyer

Applicant: Steven B. Meyer
Location: 1130 E. Skyline Drive
Request: Proposed annexation from County Restricted Rural to
City R-3 (Residential at 3 units/acre)
QUASI-JUDICIAL (A-7-08)

Senior Planner Stamsos presented the staff report, gave the mailing tally as 1 in favor, 2 opposed, and 3 neutral and answered questions from the Commission.

Commissioner Bowlby inquired if access on Skyline Drive allowed.

Senior Planner Stamsos answered that is correct.

Commissioner Razor inquired if a timeline with the applicant would be discussed once the application is approved, when sewer and water will be connected, and if this timeline would be included in the annexation agreement.

Deputy City Attorney Wilson concurred that those details will be discussed once this item is approved by council.

Commissioner Luttrupp inquired if the city has a policy to seek out the other property owners, once an application is filed for annexation, if they have any interest to be included in this request.

Senior Planner Stamsos commented it is not the policy for the city to seek out other property for annexation. He explained that once an application is filed, notices are sent informing the surrounding property owners of the up-coming annexation, and they could contact the city if interested.

Public testimony open.

Bob Redfearn, applicant representative, 2735 Fernan Hill Road, explained that they do not have any plans for development on this property and if they do decide to develop this property, it would be for one single family dwelling unit.

Commissioner Luttrupp inquired if there is a set limit on the number of homes that can be connected to sewer and water in that area.

Deputy City Attorney Wilson explained that the city water and wastewater departments have determined the number of homes they can safely maintain within the current city boundary, and if there is a problem those concerns are addressed with the applicant.

Commissioner Luttrupp commented that he feels R-1 is the more appropriate zone for this property.

Commissioner Razor commented that he disagrees, and feels that that the R-3 zone chosen by the applicant is not a concern since this property is regulated by the hillside regulations, preventing any unwanted uses on the property.

Chairman Jordan concurs that the R-3 designation is compatible from looking at the land use map in the staff report.

Commissioner Bowlby concurs with Commissioner Luttrupp that R-1 zoning is the appropriate zone.

Motion by Razor, seconded by Messina, to approve Item A-7-08. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Nay
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Razor	Voted	Aye
Commissioner Luttrupp	Voted	Nay

Motion to approve carried by a 3 to 2 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on January 13, 2009, and there being present a person requesting approval of ITEM A-7-08, a request for zoning prior to annexation from County Restricted Residential to City R-3 (Residential at 3 units/acre).

LOCATION: +/- 2.7 acre parcel located at 1130 East Skyline Drive.

APPLICANT: Steven B. Meyer

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

- B1. That the existing land uses are single family residential, civic (Cherry Hill park) and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the current zoning is County Restricted Residential.
- B4. That the notice of public hearing was published on November 22, 2008, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 21 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on November 21, 2008 and 6 responses were received: 1 in favor, 2 opposed, and 3 neutral.
- B7. That public testimony was taken on January 13, 2008 including:

John Stamsos, Senior Planner:

Mr. Stamsos presented the staff report and testified that the subject property is an unannexed 2.7 acre parcel that is almost completely surrounded by the City. He further testified that the applicant has requested R-3 zoning for the parcel which contains one residence. All of the surrounding property in the city is zoned R-3. He further testified that the Comprehensive Plan

designation for the property is Stable Established and that the property is in the Cherry Hill area of the Comprehensive Plan. He further testified that the property would be accessed from Skyline Drive.

Bob Redfern, 2735 Fernan Hill Road:

Mr. Redfern testified on behalf of the applicant that the applicant wants to annex the property now to facilitate long range planning for the property and had no plans for further development of the property in the near term. He testified that a water hook up for the existing residence is approved. He testified that the annexation would make a cleaner City limits in this area.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

The staff report notes that this property is within the city's area of city impact boundary and is given the stable established land use designation within the Cherry Hill area in the comprehensive plan. Stable established areas are areas where "the character of neighborhoods has largely been established and, in general, should be maintained." The subject property is located in an un-annexed pocket that is largely surrounded by the city boundaries. All of the properties in the city surrounding this property are zoned R-3, which is the zone the applicant is requesting for this property. As such, the request maintains the character of the surrounding neighborhood as contemplated by the stable established designation in the comprehensive plan.

Further, while the Cherry Hill area anticipates an overall density in the area of approximately one unit per acre, densities in any given development may reach three units per acre can be appropriate if site access is gained without significant disturbance, the terrain is relatively flat, the natural landforms permit development and the development will not significantly impact views and vistas. In this instance, access to the property is from an established road, and the property is in an area that will not significantly impact views and vistas and where the natural landforms permit development. While the property has an average slope of 20.5% measured from the highest point to the lowest point on the property, the fact that the other factors supporting a density of three units per acre are present and the fact that the subject property will be governed by the city's hillside regulations indicate that R-3 is an appropriate zone.

Additionally, Comprehensive Plan objective 1.12 (supporting enhancement of existing urbanized areas) and 1.14 (efficient use of existing infrastructure) support the applicant's request for R-3 zoning. As such, we find that the requested R-3 zoning conforms to the Comprehensive Plan.

B9. That public facilities and utilities are available and adequate for the proposed use.

Based on the staff report, we find that existing public facilities and services are available and adequate for the proposed zoning. The staff report indicates that water and sewer are available for extension to the subject property, albeit at a potentially significant cost, if the property is further developed. Additionally, police and fire service are available to the area since essentially all of the surrounding property is within city limits.

B10. That the physical characteristics of the site **do** make it suitable for the request at this time.

As discussed above, the subject property is in an area of existing homes and is accessed from an existing road with no physical constraints. While the property has an average slope of 20.5% measured from the highest point to the lowest point on the property, the application of the city's hillside regulations will mitigate adverse consequences from any future development beyond the existing home on the property. As such, we find that the physical characteristics of the site do make it suitable for the requested zoning.

B11. That the proposal **would not** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **or** existing land uses.

As noted above, the subject parcel is almost completely surrounded by property currently within the City limits that has the same zoning. The street network in this area is fully developed. As such, we find that the proposed zoning will not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of **Steven B. Meyer** for zoning prior to annexation, as described in the application should be **approved**.

D. ORDINANCES AND STANDARDS USED IN EVALUATION

Comprehensive Plan - 2007.

Transportation Plan.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

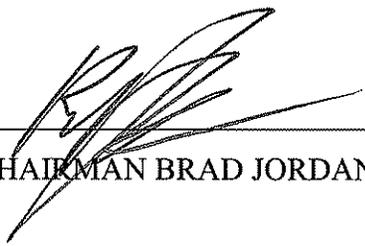
Coeur d'Alene Bikeways Plan.

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

ROLL CALL:

Commissioner Bowlby	Voted Nay
Commissioner Evans	Voted Aye
Commissioner Luttrupp	Voted Nay
Commissioner Messina	Voted Aye
Commissioner Razor	Voted Aye

Motion to approve carried by a 3 to 2 vote.



CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on, March 17, 2009, and continued to April 7, 2009, there being present a person requesting approval of ITEM A-7-08, a request for zoning in conjunction with annexation from County Restricted Residential to City R-3 (Residential at 3 units/acre).

LOCATION: +/- 2.7 acre parcel at 1130 East Skyline Drive

APPLICANT: Steven B. Meyer

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are single-family, civic (Cherry Hill Park) and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established
- B3. That the zoning is County Restricted Residential
- B4. That the notice of public hearing was published on February 28, 2009, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 21 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on March 17, 2009.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use.
This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available to the property?

B10. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time because

Criteria to consider for B10:

1. Topography.
2. Streams.
3. Wetlands.
4. Rock outcroppings, etc.
5. vegetative cover.

B11. That the proposal **(would) (would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **(and) (or)** existing land uses because

Criteria to consider for B11:

1. Traffic congestion.
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed?
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **STEVEN B. MEYER** for zoning in conjunction with annexation, as described in the application should be **(approved)** **(denied)** **(denied without prejudice)**.

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

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

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Bruning	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMSOS, SENIOR PLANNER
DATE: APRIL 7, 2009
SUBJECT: ZC-2-09 - ZONE CHANGE FROM R-12 TO R-17
LOCATION: +/- 40,000 SQ. FT. PARCEL AT 2903 4TH STREET

DECISION POINT:

George Mitchell is requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

SITE PHOTOS:

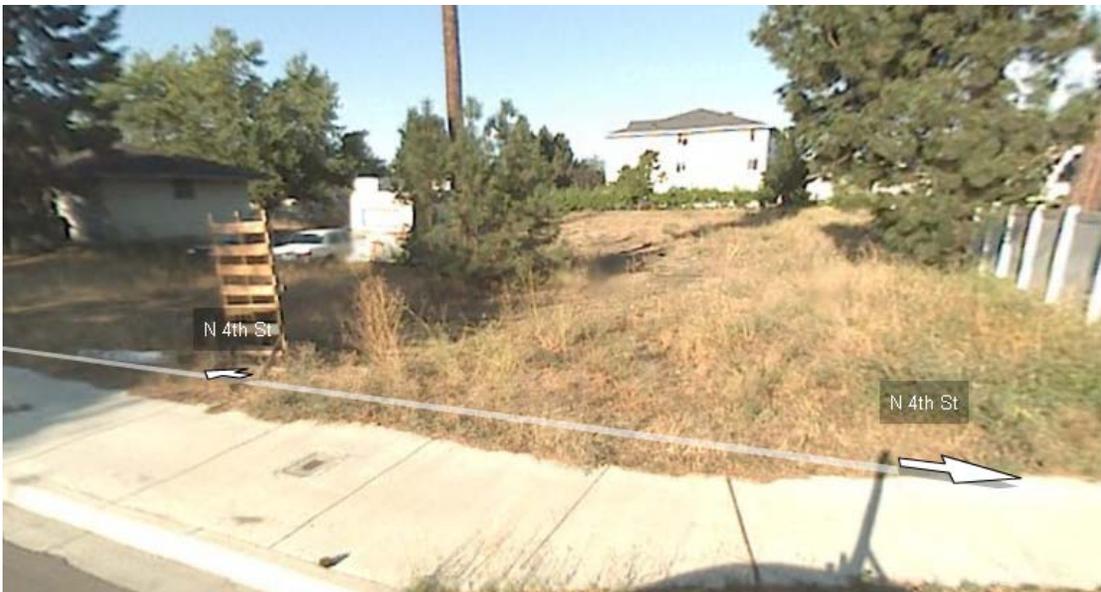
- A. Aerial photo



- B. Existing house on subject property.

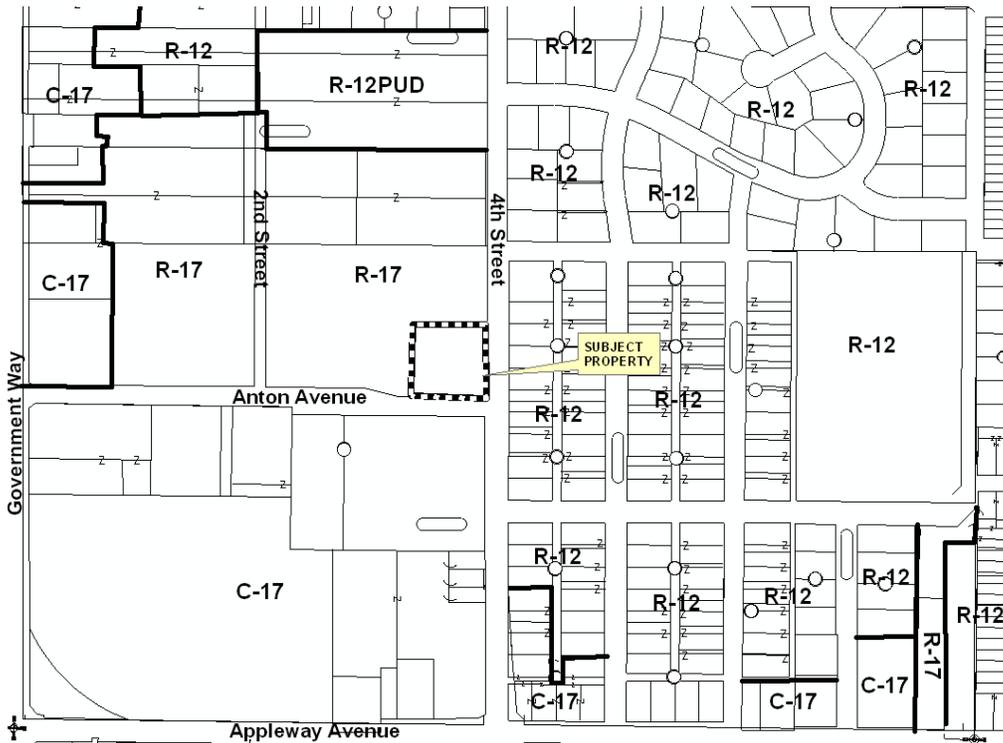


C. Looking west from 4th Street

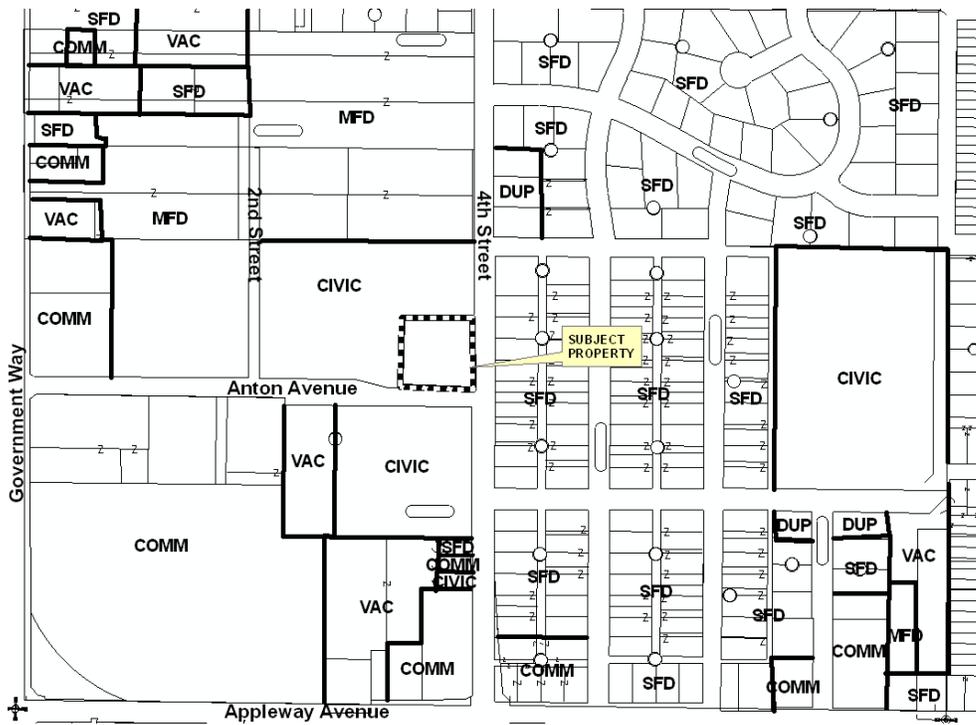


GENERAL INFORMATION:

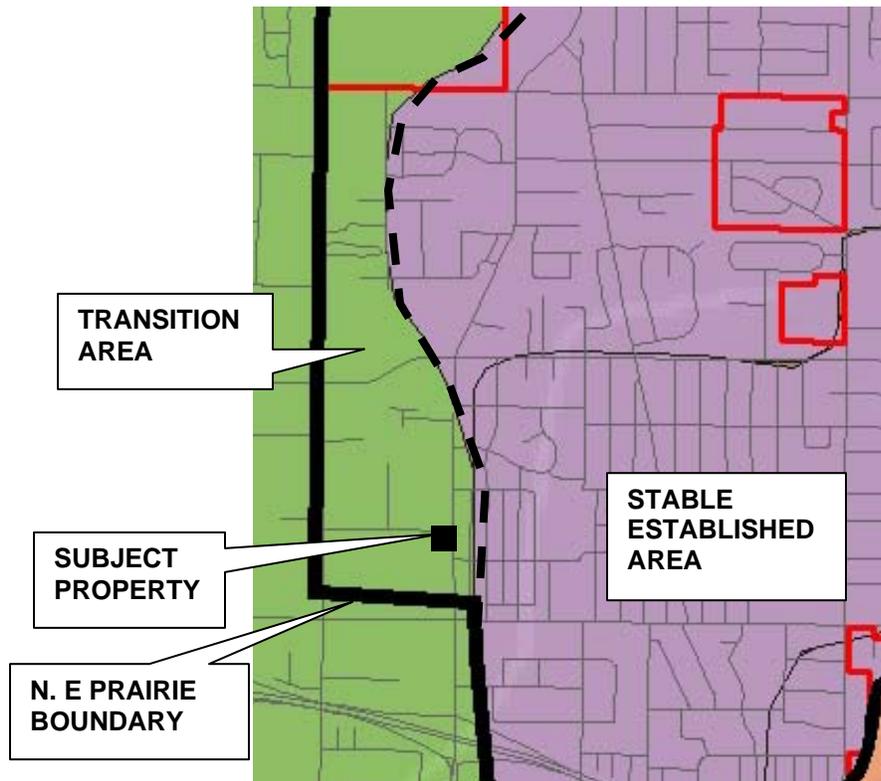
A. Zoning:



B. Generalized land use pattern:



C. 2007 Comprehensive plan designation – Transition – N. E. Prairie.



D. Zone changes in surrounding area.



- E. Applicant/ Owner: George Mitchell
7842 Mill Hollow Lane
Coeur d'Alene, ID 83814
- F. Land uses in the area include residential – single-family, duplex and Multi-family, commercial, civic and vacant parcels.
- G. The subject property contains a single-family dwelling.
- H. Zone changes in surrounding area. (See above map)
1. ZC-22-86 – R-12 to R-17.
 2. ZC-4-90 – R-12 to R-17.
 3. ZC-9-93 – R-12 to R-17
 4. ZC-11-93 – R-17 to C-17.
- I. The Planning Commission approved the request on March 10, 2009 by a 4 to 0 vote.

PERFORMANCE ANALYSIS:

- A. Zoning ordinance considerations:

Approval of the zone change request would intensify the potential use of the property by increasing the allowable density by right from 12 units to 17 units per gross acre and increasing the range of uses allowed by right and special use permit.

R-12 Zoning District:

1. Purpose

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

2. Uses permitted by right:

- Single-family detached housing
- Duplex housing
- Pocket residential development
- Home occupations.
- Administrative.
- Public recreation.
- Neighborhood recreation.
- Essential service (underground)

3. Uses permitted by Special Use Permit:

- Boarding house.
- Childcare facility.
- Commercial film production.
- Commercial recreation.
- Community assembly.

- Community education.
- Community organization.
- Convenience sales.
- Essential service (aboveground).
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Juvenile offenders facility.
- Noncommercial kennel.
- Religious assembly.
- Restriction to single-family only.
- Two (2) unit per gross acre density increase

R-17 Zoning District:

1. Purpose

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

2. Uses permitted by right

- Single-family detached housing
- Duplex housing
- Pocket residential development
- Multi-family.
- Home occupations.
- Administrative.
- Public recreation.
- Neighborhood recreation.
- Essential service (underground)
- Childcare facility.
- Community education.

3. Uses permitted by Special Use Permit:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded the establishment which it is to serve; this is not to be used for the parking of commercial vehicles.
- Boarding house.
- Commercial film production.
- Commercial recreation.
- Community assembly.
- Community organization.
- Convenience sales.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Juvenile offenders facility.
- Ministorage facilities.
- Mobile home manufactured in accordance with section [17.02.085](#) of this title.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Rehabilitative facility.

- Religious assembly.
 - Residential density of the R-34 district as specified.
 - Three (3) units per gross acre density increase.
4. Evaluation: The R-17 zone allows an increased residential density of 17 units by right, 34 units by special use permit and increased nonresidential uses by special use permit that are not allowed in the R- 12 zone.

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

1. The subject property is within the Area of City Impact Boundary.
2. The 2007 Comprehensive Plan Map (See page 3) designates the subject property as Transition and in the N E Prairie area, as follows:

A. 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.

B. N E Prairie:

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

C. The characteristics of NE Prairie neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

3. Significant 2007 Comprehensive Plan policies:

- Objective 1.02 - Water Quality:

Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.
- Objective 1.06 - Urban Forests:

Enforce minimal tree removal, substantial tree replacement and suppress topping trees for new and existing development.
- Objective 1.08 – Forests and natural habitats:

Preserve native tree cover and natural vegetative cover as the city’s dominant characteristic.
- Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 1.14 - Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas
- Objective 3.01 – Managed growth.

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.
- Objective 3.05 - Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.08 – Housing:

Design new housing areas to meet the city’s need for quality neighborhoods for all income and family status categories.
- Objective 3.16 - Capital Improvements:

Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective - 4.01 City Services:

Make decisions based on the needs and desires of the citizenry.
- Objective 4.02 - City Services:

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).

Transportation Plan policies:

The Transportation Plan is an addendum to the Comprehensive Plan and is a policy document that is intended to guide decisions that affect transportation issues. Its goal is to correct existing deficiencies and to anticipate, plan and provide for future transportation needs.

- 31A: "Develop an improved arterial system that integrates with existing street Patterns."
 - 33A: "Safe vehicular and pedestrian circulation should be enhanced through careful design and active enforcement."
 - 34A: "Use existing street systems better."
 - 34B: "Reduce automobile dependency by providing bike paths and sidewalks."
4. Evaluation: The Comprehensive plan indicates that densities in the N E Prairie neighborhood can exceed the target of 3 to 4 units per acre in pockets that are appropriate for higher density housing and multi-family units in compatible areas. The subject property meets this criteria and is supported by the R-17 zoning, multifamily development in the surrounding area and is adjacent to an urban collector (4th Street) and Anton Avenue, both of which can accommodate traffic from the proposed 15 unit multi-family development.

The City Council must determine, based on the information before them, whether the 2007 Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

C. Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.

SEWER:

The subject property is currently served by public sewer.

Evaluation:

Sewer is available along the south lot line of Anton Avenue and of adequate size to support this request. The existing sewer lateral will be reviewed for appropriate sizing for this R-17 designation at building permit time.

Submitted by Don Keil, Assistant Wastewater Superintendent

WATER:

Water is available to the proposed development.

Evaluation: There are water mains in both 4th Street and Anton Avenue (10 inch and 8 inch respectively) of sufficient size to meet domestic and fire flow requirements for this project. There is an 8 inch main that runs through the adjacent private property but it is not clear whether this is in a public easement or is classified as a public water main. This will be determined at permit review stage.

Submitted by Terry Pickel, Assistant Water Superintendent

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

Evaluation: The required stormwater management plan (per Ordinance #3348) will be a necessary component of any development submittal for the subject property. Also, prior to any activity on the subject property, the entire site will be required to be wrapped in silt fencing (per City Standard Drawing M-20) to prevent material from washing off of the site onto adjoining properties and/or into the existing storm drainage facilities in the vicinity.

TRAFFIC

During average peak hours, the ITE Trip Generation Manual estimates the project may generate approximately 0.9 Average Daily Trip's from the existing single family dwelling unit and 6.2 ADT's from 15 apartment units (maximum units allowable in the R-17 zone)

Evaluation: The adjacent and/or connecting streets will accommodate the additional traffic volume. Proximity to the signalized intersection of 4th St./Best/Appleway and the location of the subject property between signalized intersections at Neider and Best/Appleway should allow for controlled movements of traffic to and from the site.

STREETS:

The subject property is bordered by Anton Avenue on the south and 4th Street on the east.

Evaluation: Both roadways are fully developed street sections, with 4th St. being a three lane section with a center turn lane.

APPLICABLE CODES AND POLICIES:

UTILITIES

All proposed utilities within the project shall be installed underground.

STREETS

An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER

A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

The fire department will address other issues such as water supply, hydrants and access prior to any site development.

Submitted by Glen Lauper, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

D. Finding #B10: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

There are no physical constraints such as topography that would make the subject property unsuitable for development.

E. Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

The subject property is located at the northwest corner of the intersection of Anton Avenue and 4th Street and, as indicated in the comments on traffic; both streets can accommodate traffic generated by future development of the property. To the north and west of the subject property the neighborhood character and existing land uses show multi-family uses and a large assisted living facility that would justify R-17 zoning and possible future multi-family uses. To the south of the subject property are civic and commercial uses which are part of the commercial corridor along Appleway Avenue. On the east side of 4th Street is a single-family neighborhood which makes 4th Street an appropriate boundary between low density residential uses to the east of 4th Street and higher density residential uses to the west.

Evaluation: The City Council must determine what affect the proposed R-17 zoning would have on traffic, land uses and the character of the surrounding area.

F. Proposed conditions:

None.

G. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 2007.
Transportation Plan
Municipal Code.
Idaho Code.
Wastewater Treatment Facility Plan.
Water and Sewer Service Policies.
Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.
Coeur d'Alene Bikeways Plan

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

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

If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.

If the Council denies the request, a new set of findings must be made.

PROPERTY INFORMATION

- 1. Gross area: (all land involved): _____ acres, and/or 40,000 sq.ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): _____ acres, and/or 40,000 sq. ft.
- 3. Total number of lots included: 1
- 4. Existing land use: single home on property (rented out)
- 5. Existing Zoning (circle all that apply): R-1 R-3 R-5 R-8 **R-12** R-17 MH-8
NC CC C-17 C-17L DC LM M
- 6. Proposed Zoning (circle all the apply): R-1 R-3 R-5 R-8 R-12 **R-17** MH-8
NC CC C-17 C-17L DC LM M

JUSTIFICATION

Please use this space to state the reason(s) for the requested zone change and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

we have had the property for a number of years and want to build apts. At this time it is a corner lot and the two sides that surround our property is R17.

Note: The 2007 Comprehensive Plan is available by going to www.cdavid.org under Departments / Planning

Applicant: George Mitchell
Location: 2903 4th Street
Request: Proposed zone change from R-12 to R-17
Quasi-Judicial, (ZC-2-09)

Mr. Stamosos said that this is a zone change request from the city's R-12 zone to R-17. The parcel is 40,000 square feet and is located at the northwest corner of 4th Street and Anton, just north of the LDS Church and to the east of the assisted living facility at Anton and 2nd Street. There is an existing house on the property. Fourth Street is a major division point in that to the east is R-12 zoning and to the west is C-17 along the commercial corridor on both sides of Appleway. Zoning is R-17 and R-12 north of Anton. The land use supports the zoning and there is quite a concentration of multi-family housing up to Neider Avenue. The subject property is in a transition area. In regard to neighborhood density, the overall density may approach 3 to 4 residential units per acre; however, pockets of higher density housing and multi-family units are appropriate in compatible areas. The R-17 zone designation is a zone that allows up to 17 units per gross acre, and a mix of housing types.

In the last several years there have been four zone changes from R-12 to R-17 and two are adjacent to the subject property. The zone changes and land use in that area support a higher density development.

Mr. Stamosos said that there aren't any big issues with infrastructure and no proposed conditions on the zone change. There were 23 mailings sent out with 7 responses in favor, 3 opposed, and 2 neutral. Seven of the responses were received this evening prior to the meeting.

Public testimony open:

The applicant, George Miller, 7847 Mill Honor, said that building costs are way down and it is an area where they can do something with affordable housing. They will probably build an apartment complex as they want to get the highest and best use for the property. This would allow for a few more units and would make him able to keep the rent lower, etc.

Brian Donnell, 414 E. Ichabod Lane, is concerned that they already have such an influx of traffic on 4th Street. He lives two houses behind the violin shop on 4th. Congestion starts at the light and people race down his street to cut all the way across because they can't get to Lunceford. He is concerned for his children and can't allow them to go out front or ride their bikes because people are cutting through their street at a high rate of speed. He said that when he first checked around about the violin shop wanting to change their zoning and talked to the neighbors, he found that the rest of the people who have property on 4th Street are looking to do the same thing.

Mr. Donnell said that Ichabod is one street south of Neider on the east side of 4th Street. He has called the Police Department at times because of the traffic issues on his street. He further commented that he has lived in the neighborhood for 15 years and his brother, sister, and parents also live in that area.

Commissioner Luttrupp asked if the city directs which way to exit property when they issue building permits and if there are certain code requirements. Mr. Stamosos responded that the City Engineer has to approve the locations of driveways from the property onto public streets. Commissioner Luttrupp said that he was sympathetic to what Mr. Donnell was saying but doesn't know if the city can control traffic by zoning.

REBUTTAL:

Mr. Mitchell said that the property is on a corner next to the convalescent living apartments and he will be catering to the elderly because they make better tenants. It will be designed to appeal to the elderly more so than to younger people. As a result, he doesn't believe they will add to the traffic to a great degree.

Public testimony closed.

DISCUSSION: There was no discussion.

Motion by Razor, seconded by Evans, to approve Item ZC-2-09. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Absent
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Razor	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on March 10, 2009 and there being present a person requesting approval of ITEM: ZC-2-09, a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

LOCATION: +/- 40,000 sq. ft. parcel at 2903 4th Street

APPLICANT: George Mitchell

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

- B1. That the existing land uses are residential – single-family, duplex and Multi-family, commercial, civic and vacant parcels.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, February 21, 2009, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, February 27, 2009, and 12 responses were received: 7 in favor, 3 opposed, and 2 neutral.
- B7. That public testimony was heard on March 10, 2009.

George Miller, 7847 Mill Hollow Lane, said that building costs are way down and it is an area where they can do something with affordable housing. They will probably build an apartment complex as they want to get the highest and best use for the property. This would allow for a few more units and would make him able to keep the rent lower, etc.

Brian Donnell, 414 E. Ichabod Lane, is concerned that they already have such an influx of traffic on 4th Street. He lives two houses behind the violin shop on 4th. Congestion starts at the light and people race down his street to cut all the way across because they can't get to Lunceford. He is concerned for his children and can't allow them to go out front or ride their bikes because people are cutting through their street at a high rate of speed. He said that when he first checked around about the violin shop wanting to change their zoning and talked to the neighbors, he found that the rest of the people who have property on 4th Street are looking to do the same thing.

Mr. Donnell said that Ichabod is one street south of Neider on the east side of 4th Street. He has called the Police Department at times because of the traffic issues on his street.

He further commented that he has lived in the neighborhood for 15 years and his brother, sister, and parents also live in that area.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 1.14 – Efficiency. Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

This request would intensify the density of an area that has existing infrastructure that is adequate to serve the area.

Objective 3.01 - Managed growth. Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

The proposed development would be rental housing that would be affordable housing rather than a commercial development.

Objective 3.05 - Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.

This is in an area where R-17 zoning is compatible with the zoning on adjoining properties and accommodates residential development.

Objective 3.08 – Housing: Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.

The market demand supports this request.

B9. That public facilities and utilities are available and adequate for the proposed use.

This is based on the availability of water, sewer, streets, and fire and police services, as indicated in the staff report.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the parcel is flat with no adverse physical characteristics.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the City Engineer looks at traffic and deals with any conflicts. There is also good access to Government Way.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of GEORGE MITCHELL for a zone change, as described in the application, should be approved.

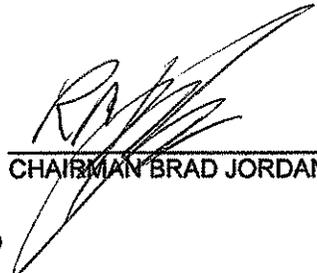
Motion by Rasor, seconded by Evans, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Evans	Voted Aye
Commissioner Luttrupp	Voted Aye
Commissioner Messina	Voted Aye
Commissioner Rasor	Voted Aye

Commissioner Bowlby was absent.

Motion to approve 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 April 7, 2009, and there being present a person requesting approval of ITEM: ZC-2-09, a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

LOCATION: +/- 40,000 sq. ft. parcel at 2903 4th Street

APPLICANT: George Mitchell

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential – single-family, duplex and Multi-family, commercial, civic and vacant parcels.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, March 21, 2009, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, which fulfills the proper legal requirement.
- B6. That 23 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 20, 2009, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on April 7, 2009.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

B10. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time because

Criteria to consider for B10:

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

B11. That the proposal **(would) (would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **(and) (or)** existing land uses because

Criteria to consider for B11:

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **GEORGE MITCHELL** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

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

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Bruning	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

ANNOUNCEMENTS

Memo to Council

DATE: March 30, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointment and reappointment is presented for your consideration for the April 7th Council Meeting:

AMY EVANS
SEAN PERSON

PLANNING COMMISSION (Reappointment)
ARTS COMMISSION (Appointment)

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
John Stamos, Associate Planner
Steve Anthony, Arts Commission

OTHER COMMITTEE MINUTES
(Requiring Council Action)

March 23, 2009
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

GUESTS

Mac Cavasar, Pedestrian & Bicycle Advisory Committee, Item #2
Charlie Miller, North Idaho Centennial Trail Foundation, Item #2
Taryn Petersen, Item #2
Chris Copstead, Item #2
Tom Hasslinger, CDA Press

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Warren Wilson, Deputy City Attorney
Dave Shults, Capital Program Mgr
Monte McCully, Trails Coordinator
Deon Holton, Utility Supervisor
Jim Markley, Water Superintendent
John Kelly, Police Department
Gordon Dobler, Engineering Director
Troy Tymesen, Finance Director
Juanita Knight, Senior Legal Assistant

Item 1 Declaration of Surplus Property of a 125 H.P. Electric Motor.
Resolution No. 09-015

Deon Holton, Utility Supervisor, presented a request to declare a used 125 H.P. electric motor as surplus property. Mr. Holton said that the motor is from the obsolete booster station on Highway 95 and Clayton Ave. Staff found a company, Premier Electric Motors, that will sell used electric motors of this size on consignment. They deal with customers that would have a use for the motor and would provide the best return for the City with an estimated salvage value of \$700 to \$1,000. If sold at the City's surplus auction, we would expect to only get scrap value, estimated less than \$100.

MOTION by Kennedy, seconded by McEvers, to recommend Council adopt Resolution No. 09-015 to declare the 125 H.P. Electric Motor as surplus property and allow it to be sold through Premier Electric Motors.

Item 2 Class II Bike Lanes on 15th Street.
Consent Calendar

Mac Cavasar, Vice Chair of the Coeur d' Alene Pedestrian & Bicycle Advisory Committee, stated that 15th Street is a major route for traffic on the East side of Coeur d' Alene. It is also the only street east of Government Way that runs the entire length of town from North to South. As far back as the 1980 Bikeways Plan it was recommended that bike lanes be placed on 15th Street running from Front Street all the way to Hazel, North of I-90. With the formation of Coeur d' Alene Ped/Bike Committee in 2002, interest has been renewed in adding bike lanes on both sides of 15th from Mullan to the I-90 overpass and eventually beyond to create a bike route that connects the entire East side of town to the downtown area. 15th Street is directly connected to two schools - Lakes Middle School and Canfield Middle School, and two parks - Cherry Hill and Persons Field, with four more schools and seven other parks within a few blocks. There currently is no parking allowed on the west side of 15th and while there is parking allowed on the East side, it is rarely used. Adding bike lanes to 15th Street would provide for the growing number of cyclists in the Coeur d' Alene area. The need is great for

bike trail and pathway connectivity throughout the area in order to promote healthy alternatives to motorized transportation.

Gordon Dobler, Engineering Director, mentioned two factors to be aware of: (1) that approximately 150 - 200 feet of on-street parking, both North & South will be eliminated when the traffic light is installed at Harrison and 15th Street this summer, and (2) some years back the City conducted an off-street parking study and found the homes between Sherman and I-90 all had off-street parking.

Chris Copstead, homeowner, stated that many homeowners along 15th Street do not shovel their sidewalks in the winter, leaving kids to walk in the street. He believes that safety is more important than parking. He supports a Class II Pedestrian & Bicycle lane on 15th Street.

The Committee directed the Pedestrian & Bicycle Committee to move forward with an open process to include public meetings and/or workshops and an off-street parking study.

MOTION by Kennedy, seconded by McEvers, to recommend Council authorize the Pedestrian & Bicycle Advisory Committee to go forward with planning, workshops, and an off-street parking study for the feasibility of bike lanes on 15th Street.

Item 3 Specifications for Construction of WWTP Low Phosphorus Pilot Facility.
Agenda Item

Dave Shults, Capital Program Manager, is requesting Council approve the specifications for contractor installation of WWTP pilot facilities, and to authorize advertisements to solicit bids. Mr. Shults said that Wastewater facility planning is currently underway in response to a draft EPA-issued wastewater discharge permit. The new regulations require substantial improvements and additions to the treatment plant to further restrict discharge of nutrients to the Spokane River.

Councilman McEvers asked about costs. Mr. Shults responded that they are still within the range of expenditures anticipated. Councilman McEvers asked if the equipment for the pilot programs can be reused. Mr. Shults said all of the equipment will be purchased outright. Once a program is chosen, the equipment can be sold or used in other areas of the plant. Some of the pilot equipment may be used for demonstrating reuse of wastewater for irrigating surrounding City property. The pilot programs are valuable as it will help staff get accustomed to new technology, train staff, and will help them decide which of the 3 programs will operate the most efficiently.

Councilman Kennedy asked about the proposed 50 micrograms per liter requirement for allowable discharge of phosphorus. Mr. Shults said that wastewater staff, and their Engineers, believe that 50 micrograms is the lowest reasonable limit that can be reliably treated with the technology that is available today. Councilman Kennedy asked about the proposed Washington standard of 10 micrograms. Mr. Shults responded that the regulators and dischargers are still debating what would be an enforceable and appropriate permit requirement, and believes that they will be required to meet the lowest limit that can be achieved using best management technology. Toward that end, the proposed pilot facility will be beneficial.

MOTION by McEvers, seconded by Kennedy, to recommend Council approve the specifications for contractor installation of WWTP pilot facilities, and to authorize staff to advertise to solicit bids.

Item 4 Amendment to Engineering Agreement for Design of WWTP Digester Repairs.

Resolution No. 09-015

Dave Shults, Capital Program Manager, is requesting Council approval of amendment #1 to the agreement for engineering services with HDR Engineering to provide engineering services for refurbishment of Digesters #2 and #4. Mr. Shults said that the City requested HDR Engineering services beginning in December 2007 in anticipation of refurbishment of secondary clarifiers and Digester #4. Specifications were nearly complete when staff recognized that the work on the different process structures could not be completed under one contract over one construction season. HDR focused rework of the plans and specifications on refurbishment of Digester #4. Additionally, HDR was asked to also develop plans and specifications for refurbishment of Digester #2 when it was determined that the metal domed lid was unsafe for operation. HDR provided their services for the emergency refurbishment of Digester #2 during the winter of 2007- 08. Refurbishment of Digester #4 was nearly underway with the hiring of a contractor when Digester #2 was damaged due to over pressuring on December 24, 2008. The budget for the original agreement with HDR for \$87,702 has been consumed. Staff requested that HDR provide an amendment to the agreement to provide engineering services for repair of Digester #2 and correction of the piping problems that caused the damage. Additionally, services are requested for repackaging of the plans and specifications and for construction engineering services for obtaining a construction contractor to complete the refurbishment of Digester #4 during the winter of 2009-10. Refurbishment of Digesters #2 and #4 are necessary for reliable operation of the treatment plant.

The proposed amendment will increase the cost ceiling by \$161,599 for a total engineering cost for digester refurbishments not to exceed \$249,301.

Councilman McEvers asked if the damages to Digester #2 were related to any engineering provided by HDR. Mr. Shults responded that three different engineering consultants and operations staff have worked on modifications to digester 2 since it was constructed in 1972. He does not believe that HDR was responsible for any piping arrangements that may have contributed to the current problems.

Councilman McEvers asked if they will refurbish Digester #4 differently than they did with Digester #2. Mr. Shults responded that they will add safety features, will look at the piping as well as the traps, the overflows, and safety valves. They will likely add automatic pressure detection devices that would send out signals before damage occurs.

Councilman Kennedy said he believes the dates in the schedule as listed in the amendment need to be updated. Mr. Shults confirmed and will notify the engineer.

MOTION by McEvers, seconded by Kennedy, to recommend Council adopt Resolution No. 09-015 approving Amendment #1 to the Agreement for engineering services with HDR Engineering to provide engineering services refurbishment of Digesters #2 and #4.

Item 5 Specification for WWTP Digester 2 Repairs.
Consent Calendar

Dave Shults, Capital Program Manager, is requesting Council approve the specifications for repair of WWTP Digester #2, and to authorize advertisements to solicit bids. Mr. Shults said the City's wastewater engineering consultant, HDR Engineering redirected their efforts from Digester #4 work to finding a solution for the Digester #2 problems. Causes for the failure were found and specifications are now available for a contractor to correct the piping, to install additional controls and safety features, and to repair the metal dome. The planned work includes dismantling and installation of new piping and safety equipment, welding repair of the damaged dome mounting feet, special inspection of welds, installation of the dome's peripheral seal, repair of the coatings, and tenting and heating as necessary during cold or inclement weather. Work should proceed as soon as possible to restore the critically necessary digester capacity.

MOTION by Kennedy, seconded by McEvers, to recommend Council approve the specifications for repair of WWTP Digester #2, and authorize advertisements to solicit bids.

Item 6 Amendments to Engineering Agreement for WWTP Phase 5A Construction
Engineering.

Resolution No. 09-015

Dave Shults, Capital Program Manager, presented a request for approval of amendment #1 to the agreement for engineering services with HDR Engineering to provide construction engineering services for the Phase 5A construction project. Mr. Shults said the Wastewater facility planning has revealed a need for substantial improvements and additions to the treatment plant that will provide for reliable treatment to a standard that is established by the EPA-issued wastewater discharge permit. The City approved an agreement for engineering assistance by HDR Engineering to begin design of the overall Phase 5 improvements that will undoubtedly be needed. Phase 5A and 5B improvements are needed as soon as possible to meet existing regulations and capacity requirements. The agreement includes design of Phase 5A ammonia control improvements, design of Phase 5B additions of sludge handling and digester facilities and administration/operations/shop buildings, and predesign of Phase 5C liquid stream nutrient removal facilities. The original agreement with HDR for design services does not include construction engineering services for any of the project phases within Phase 5. It was anticipated that amendments to the agreement would be negotiated closer to the time when specifications were developed for each of the phases, and more knowledge was available to determine the scope of work for each project.

The proposed amendment will increase the cost ceiling by \$33,802 for a total Phase 5 engineering cost not to exceed \$3,023,524.

MOTION by McEvers, seconded by Kennedy, to recommend Council adopt Resolution No. 09-015 approving Amendment # 1 to the Agreement for engineering services with HDR Engineering to provide construction engineering services for the Phase 5A construction project.

Off Agenda Comment:

Councilman Kennedy commented that he noted that a flyer/brochure was distributed to businesses around Canfield and Bosanko on the topic of the Idaho Transportation Department/KMPO/I-95 project. He noted that some of the information/details in the brochure are not entirely accurate. Councilman Kenney noted that they've had 7-8 public hearings/meetings on this topic and he believes that folks assume the City has final say on this topic, which is not correct. The city has only an advisory role in the matter. Councilman Kennedy believes the City has an opportunity to facilitate one last public meeting with KMPO and the Idaho Transportation Department to answer the concerns of business owners, citizens, and property owners.

Councilman Hassel supports facilitating such a meeting as long as KMPO takes lead of the meeting as they are the ones that have made all previous presentations to date.

Councilman Hassel suggested that, prior to distribution, brochures be approved by KMPO to ensure they contain accurate information.

The meeting adjourned at 5:10 p.m.

Respectfully submitted,

Juanita Knight for
Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 23, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Specifications for Construction of WWTP Low Phosphorus Pilot Facility

DECISION POINTS:

The City Council is requested to approve the specifications for contractor installation of WWTP pilot facilities, and to authorize advertisements to solicit bids.

HISTORY:

Wastewater facility planning is currently underway in response to a draft EPA-issued wastewater discharge permit. The new regulations require substantial improvements and additions to the treatment plant to further restrict discharge of nutrients to the Spokane River. The new regulations will require removal of phosphorus to a degree that is not readily achievable by process equipment that has been historically available. Because the very best of available technology is necessary, and because the City's treatment plant operations will become much more complex, the compliance schedule envisioned for the new discharge permit allows time for a process equipment piloting program. The objectives for the two-year program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd' A plant; and 3.) initiate operator familiarization and training with the new technology. The City's wastewater engineering consultant, HDR Engineering, researched and recommended candidate process equipment for the piloting as a work element of the current facility planning project. The City Council authorized an agreement and scope of work with HDR Engineering to assist with detailed planning and design of the pilot facilities, procurement of prepurchased equipment, procurement of an installation contractor, startup and operation of the equipment, training of City operators, and analysis and recommendations regarding results. The services also include assistance with the design of a reclaimed water reuse demonstration project and assistance to obtain appropriate permits.

Prepurchase by the City of the three different types of process equipment is currently underway. The plans and specifications are now ready for the City's procurement of a contractor for construction of the pilot building and installation of the prepurchased equipment.

FINANCIAL ANALYSIS:

<u>Cost Estimate for Pilot Project</u>	
Engineering, Startup and Training	\$645,582
Prepurchase of Pilot Equipment	1,200,000
Contractor Installation of Equipment and Building	1,500,000
Outside Laboratory Services	150,000
Pilot Plant Operations Costs	260,000
Contingency 5%	<u>135,000</u>
Total	\$3,890,582

Funding The city financial plan for FY 2007-08 anticipated \$3 million expenditure for pilot studies, and \$200,000 for an effluent reuse pilot project. The current FY 2008-09 financial plan authorizes \$1.8 million for pilot studies. Most of the capital expense will be incurred during the current fiscal year. Sufficient reserves exist in the Wastewater Fund to fund this multi-year project.

DISCUSSION:

Several years of water quality studies of the Spokane River, and several years of negotiations between water quality regulators and wastewater dischargers along the river, have led to proposed EPA discharge permits that require much more rigorous control of nutrient discharges throughout the region. City of Coeur d'Alene wastewater facility planning provides early indication that treatment plant upgrades in the next seven years could cost as much as \$79 million. An option for an expanded capital improvement program for reuse of the higher quality effluent could cost another \$13 million. The planned pilot studies are designed to provide the wastewater utility with sufficient information to make informed decisions regarding process selection and optimization of facility sizing and staffing. The pilot studies are believed to be prudent considering that the degree of treatment required is as rigorous as anywhere in the country, and the available treatment technology is still in development and relatively unproven in large scale water reclamation facilities.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve the specifications for contractor installation of WWTP pilot facilities, and to authorize advertisements to solicit bids.

des1284

OTHER BUSINESS

TO: City Council
FROM: Wayne M. Longo, Chief of Police
SUBJECT: Grant Application Request for Federal Funds to Hire Four Police Officers
DATE: April 7, 2009

Decision Point: To authorize the use of currently budgeted funds for the first year's match on a three year COPS grant. The grant request is to hire four police officers, three of which are not in the current financial plan.

History: Currently, the Coeur d'Alene Police Department is in the process of completing a Federal Community Oriented Policing Services (C.O.P.S.) Hiring Recovery Program (CHRP) application, which if approved would fund the hiring of four police officers. The grant funds can be used to fund existing unfilled sworn officer positions (frozen), re-hire laid-off sworn officers, or to create new sworn officer positions. Currently, the City has one budgeted position which has not been filled. Funds can be used to pay for an entry level police officer's wages and benefits for three years; however, wage increases (lateral, merit, COLA, etc.) will need to be paid by the Department.

Due to the population growth in the City of Coeur d'Alene in the last five years, calls for service for Patrol and Investigations have increased considerably (31,528 in 2002 to 39,784 in 2008 or 26%). The increasing number of scheduled events has had an impact on Patrol and Investigations to such a degree that our overtime budget is stressed and our patrol manning minimized.

Three new positions were identified as a priority for FY '08 – '09 during the Strategic Planning session in 2008. These same three positions are being requested under this program.

Financial Analysis: It is estimated that \$972,000 (grant dollars) would be needed to compensate the four new police officers base rate of pay for a period of three years. In order to fund the merit increases, along with the other payroll benefits, the department recommends utilizing the money already allocated in the budget for the vacant position. Over a period of three years the Department would be responsible for \$139,592 in additional benefits not covered by the grant. (An entry level officer wage with benefits in FY '08-'09 is \$74,050. An entry level officer in FY '09-'10 is projected to cost approximately \$76,280).

The officer positions funded must be retained for 12 months after the three year grant. The cost to the Department for the fourth year is \$94,163 per officer (wage/benefits) or a total of \$376,652 for all four officers.

Performance Analysis: The addition of these officers will allow the Department to enhance staffing which has been assigned to other areas. It also gives us the ability to provide a better level of service to the community we support and bring our number of officers closer to the nationally recognized level of officers per 1000 population.

Quality of Life Analysis: The city is no longer the small town of yesterday. It is on a steady increase with more and more acres of annexation. The National average is 2.5 officers per 1,000, or a minimum of 110; however, this area shows a need for 2.0 officers per 1,000, or a minimum of 88 officers. The department's current staffing level is at 1.6 officers per 1,000, or 70 officers. Still far below appropriate staffing levels.

Decision Point: To authorize the use of currently budgeted funds for the first year's match on a three year COPS grant. The grant request is to hire four police officers, three of which are not in the current financial plan.

COUNCIL BILL NO. 09-1009
ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 36, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.110, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #45; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-3.

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. That the above described property be and the same is hereby declared to be and shall be a part of Precinct #45, and that Section 1.16.110, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #45.

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

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 by the Mayor this 7th day of April, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-6-08 Annexation 5225 N. 15th Street

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 36, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.110, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #45; 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. _____, A-6-08 Annexation 5225 N. 15th Street, 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 7th day of April, 2009.

Warren J. Wilson, Chief Civil Deputy City Attorney

REVISED
WILLOUGHBY
ANNEXATION PARCEL

A parcel of land in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being described by metes and bounds as follows:

COMMENCING at a found brass cap in a monument box marking the East $\frac{1}{4}$ corner of Section 36;

THENCE, along the east line of Section 36, South $00^{\circ} 33' 40''$ West, a distance of 1089.89 feet;

THENCE, North $88^{\circ} 46' 23''$ West, a distance of 24.95 feet to a found $\frac{1}{2}''$ iron rod marking the POINT OF BEGINNING;

THENCE, along the existing City of Coeur d'Alene boundary, South $00^{\circ} 43' 25''$ West, a distance of 199.24 feet to a found iron pipe on the north line of Hoffman Avenue;

THENCE, continuing along the existing City of Coeur d'Alene boundary and along the north line of Hoffman Avenue, North $88^{\circ} 44' 16''$ West, a distance of 140.25 feet to a found 1" iron pipe marking the southeast corner of Block 4, Hill View Estates as recorded in Book "G" of Plats at Page 179;

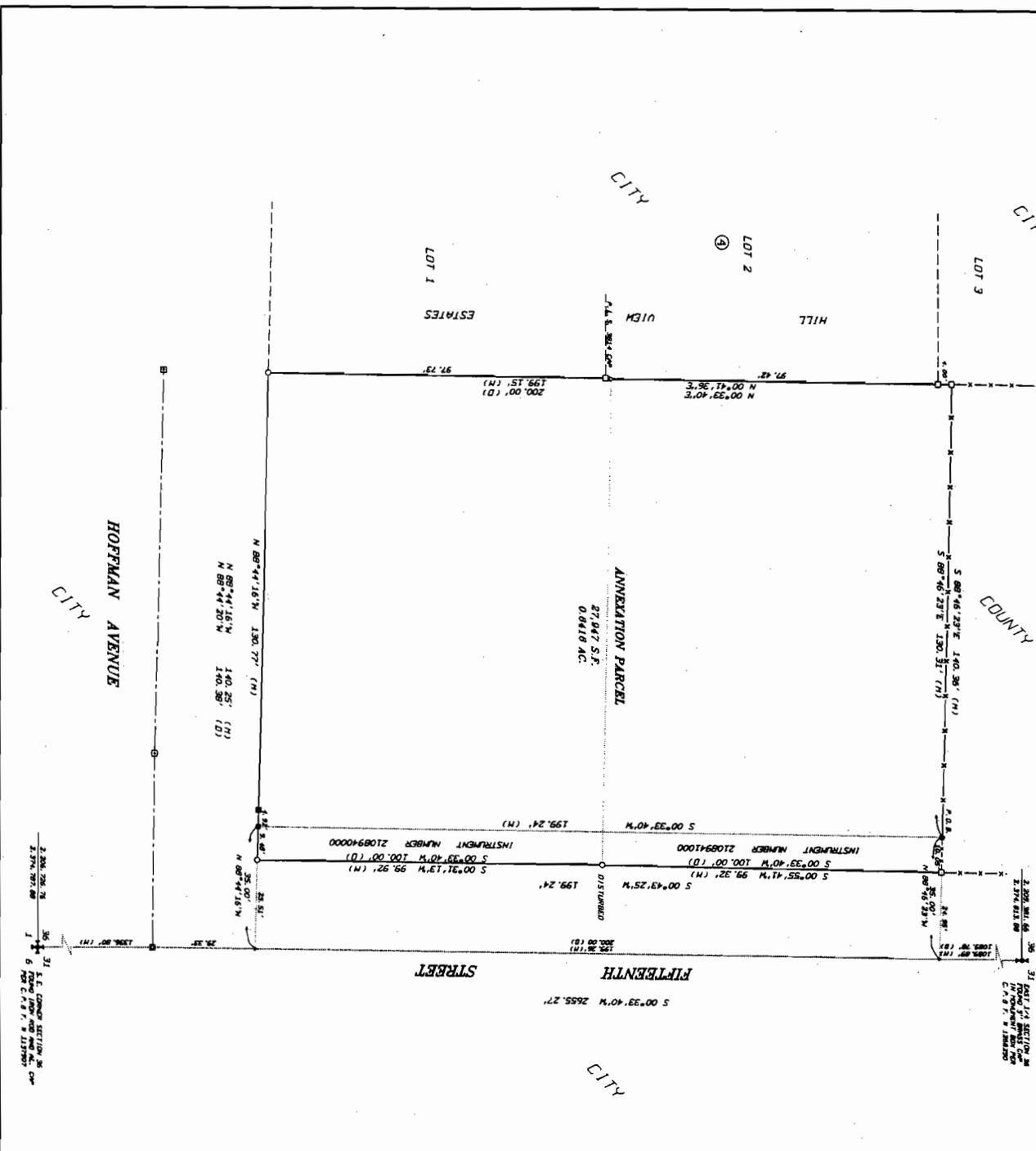
THENCE, along the east line of Block 4, Hill View Estates and along the existing City of Coeur d'Alene boundary, North $00^{\circ} 41' 36''$ East, a distance of 199.15 feet to a found $\frac{1}{2}''$ iron rod;

THENCE, South $88^{\circ} 46' 23''$ East, a distance of 140.36 feet to the POINT OF BEGINNING.

2/6/09
2039-081.lgl



CITY ANNEXATION MAP
A PART OF THE S.E. 1/4 OF SECTION 36,
TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., KOOTENAI CO., IDAHO
CITY OF COEUR D'ALENE ORDINANCE NO. _____



LEGEND

- DENOTES SET 5.81" IRON ROD WITH P.L.S. 4194 CAP
- DENOTES IRON 1" IRON PIPE
- DENOTES IRON 5.81" IRON ROD AND P.L.S. 3451 CAP
- DENOTES IRON 1.24" IRON ROD UNLESS NOTED
- DENOTES IRON ALUMINUM CAP IN A CONCRETE BOX PLS 3814
- DENOTES IRON IRON ROD AND P.L.S. 4182 CAP
- (*) DENOTES MEASUREMENT THIS SURVEY
- (R) DENOTES MEASUREMENT OF RECORD
- (D) DENOTES MEASUREMENT PER DEED
- △ DENOTES CALCULATED POSITION
- OTHERS AS NOTED

REFERENCE

1) PLAT OF HILL VIEW ESTATES RECORDED IN BOOK 'C' AT PAGE 178.

BASIS OF BEARING

SOUTH 00° 33' 40" WEST BETWEEN THE EAST 1/4 CORNER AND THE SOUTHWEST CORNER OF SECTION 36 PER STATE PLANE COORDINATE SYSTEM. THE DELTA IN ALPHANUMERIC 13 05 15 00 10 CORRECT FROM ME AND SA.



NOTES

1) THE ATTORNEY HAS NOT MADE TO SIGN ALL PHYSICAL FEATURES OF THE PROPERTY. PRESUMPTIVE EASEMENTS OR EASEMENTS OF RECORD OR IN UTER.

SURVEYOR'S CERTIFICATE

I, JON R. HORNARD, REGISTERED PROFESSIONAL LAND SURVEYOR 4194, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO.



EMPIRE
SURVEYING & CONSULTING, INC.
 P.O. BOX 12
 HAYDEN LAKE, ID. 83835
 (208) 772-6581
 (208) 772-6582 FAX
 EMAIL: ESCINC@CHUGCHES.NET

PROJECT NO.	2038-081	DATE	08-27-08
COMPARATIVE FILE	2038-081	CREATED BY	JRH
PROJECT FILE	2038-081	REVISION	1
DATE	08-27-08	SCALE	1" = 20'

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

March 23, 2009
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Tom Hasslinger, CDA Press
Nancy Lowry, Item #3
Nelle Coler, PAC, Item #2

STAFF PRESENT

Kirk Johnson, IT Network Administrator
Troy Tymesen, Finance Director
Steve Anthony, Recreation Director
Doug Eastwood, Parks Director
Warren Wilson, Deputy City Attorney
Steve Childers, Patrol Captain
Jon Ingalls, Deputy City Administrator
Juanita Knight, Senior Legal Assistant

**Item 1. Contract with Qwest Communications / 911 Address Lookup Information.
(Resolution No. 05-015)**

Kirk Johnson reported that all phone calls from the City's phone system to 911 show the address at 710 E Mullan and the call back number as 208-769-2300. 911 operators currently have no way of identifying the caller unless the caller is able to speak. If a call to 911 was placed from someone at the Waste Water Department at 816 Sherman Avenue, it would register at 911 as 710 E Mullan Avenue. The change in this service will provide greater safety for employees and citizens using City Phone resources.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 09-015 approving an Agreement with Qwest Communications for Private Switch / Automatic Location Identification Service.

**Item 2. Community Development Block Grant / Minor Home Repair Program.
(Consent Calendar)**

Troy Tymesen reported that the City is nearing the end of its first year as a HUD CDBG community. One program that was initiated this year was an emergency minor home repair program. The program initially established a maximum loan of \$3,000.00 per household. At the December 16, 2008 City Council meeting, the City Council approved an increase in the maximum loan limit to \$6,000.00. Originally, the program provided a low interest loan to the homeowner. During the last year, advertisements, regarding the availability of these funds, were placed in the Coeur d'Alene Press and the Nickelsworth, spots were run on the government cable channel (CDA 19,) KVNI radio addresses, one half day of outreach at the Lake City Senior Center, and information presented at the several City Council meetings. The result of the outreach was three applications being submitted for this program. Therefore, City staff and the Contractor, Panhandle Area Council (PAC), recommend moving from a loan program to a grant program, to encourage more eligible homeowners to apply for these funds (HUD standards allow the method of allocating funds to be determined by the City.)

Funds available are \$21,000.00; four or five homes can be assisted annually. The past program established that loans would be for a maximum amount of \$6,000.00, no interest if paid back within 2 years; thereafter the loan would be charged a 3% interest rate, deferrable until the time ownership of the house changes. The income earned from the loan interest would be considered program income and reutilized into the minor home repair program (as required by HUD). The new program would allow for grants to Low to Moderate Income for Emergency Minor Home Repairs, no pay back required.

Nelle Coler, PAC, stated that of the 3 application submitted, they were either not city residents, didn't want to complete the paperwork, or they didn't want to pay the funds back. She also stated that getting quotes from contractors has been almost impossible. However, with the slow economic times, more contractors are showing interest.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council approve the request to modify the CDBG Emergency Minor Home Repair program from charging an interest rate on the loan to making it a grant.

**Item 3. City Beach Usage Policy / Day Camp - Presentation.
(Resolution No. 09-016)**

Nancy Lowry reported that the last couple of summers the City Beach has seen a large increase of Day Camps and Summer Camps using the Lifeguarded area for their activities. A typical weekday sees an average of 3 Day Camps ranging from 10 to 100 children. There are times when the City has set up a guard station just to watch the day campers. Adopting a policy will make the beach safer for use by the public. In summary, the Policy will require a ratio of 1 adult per 10 children; supervisors must be within 10 feet of children while they are near or in the water; and children must have physical boundaries established.

The public would be informed of this policy by:

- Media Release
- Radio Show Announcement(s)
- Brochures distributed at the beach
- CDATV Channel 19
- Sent to all Day Camps as listed in the Yellow Pages
- Distributed through the permit process.
- Distributed during National Beach Safety week (Monday before Memorial Day)

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 09-016 adopting a Day Camp Policy for groups using the lifeguarded area of the city beach.

**Item 4. Concessionaire Recommendation / Independence Point Food Concession.
(Resolution No. 09-015)**

Doug Eastwood stated that a Request for Proposals / Qualifications was advertised in early February. Four responsive proposals were received. The Concession Review Sub-Committee, made up of two staff and two Parks and Recreation Commissioners, interviewed the top two vendors based on qualifications and experience. The Parks and Recreation Commission is recommending to the City Council to accept the proposal of Tiki Hut as the chosen vendor at Independence Point. Tiki Hut is owned by Randy and Akiko Folk. The Fee presented \$5,000 for the season beginning May 1 through September 30, 2009.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 09-015 accepting the proposal of Randy and Akiko Folk / Tiki Hut as the chosen vendor at Independence Point.

Item 5. Request for Proposals / Towing Service.
(Consent Calendar)

Capt. Steve Childers is asking Council to authorize the solicitation of Request for Proposals for a Single Source Towing Provider for the City of Coeur d'Alene. Capt. Childers reported that on average, the City dispatches approximately 1100 vehicle tows per year, ranging from vehicles involved in accidents to abandoned vehicles located on public and private property. It has been determined that a single source tow provider is more economical and efficient for the City. By continuing a single source towing provider, the City will realize cost savings by having more efficient response times to dispatched vehicle tows and will realize a cost savings with a reduction in staff time required to administer vehicle towing performed by the City.

Concerns expressed by Councilman Edinger:

- In this economic down time, that more than one towing company is not given a chance to provide towing services.
- By virtue of size, Schaffers Towing has a monopoly over towing services.

Councilman Bruning supports Single Source Towing. He said he recalls the difficulty & confusion when the City had its Rotational Tow Truck Policy.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council authorize Police Department to solicit Request for Proposals for a single source-towing provider for the City of Coeur d'Alene.

The meeting adjourned at 12:50 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary