

Our vision of Coeur d'Alene is of a beautiful safe city that promotes a high quality of life and sound economy through excellence in government

PUBLIC WORKS COMMITTEE

with Council Members McEvers, Gookin & English April 24, 2017, 4:00 p.m. AGENDA

Item 1	Wastewater-Repeal Section of City Ordinance, subsection 13.16.010.D – Don Keil
Item 2	Request to Declare One Kohler 45 KW Portable Generator and Trailer as Surplus Property – Dion Holton
Item 3	Request to Declare the Used Linden Well Pump Assembly as Surplus Property for Disposal – Dion Holton
Item 4	Agreement with Hagadone Hospitality for Dedication and Construction of a Road & Shared Use Path - Hilary Anderson
Item 5	Vacation V-17-3: Vacation of a portion of S. 23^{rd} Street and all of E. Ashton Road right-of-way located in Government Lot 1, Section 19, Township 50 North, Range 3 West, B.M., City of Coeur d'Alene - Dennis Grant

Library Community Room 702 Front Street

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Amy Ferguson, Public Works Committee Liaison, at (208) 666-5754 at least 24 hours in advance of the meeting date and time.

Public Works Committee Staff Report

To: Public Works Committee

From: Don Keil, Assistant Wastewater Supt.

Date: April, 19, 2017

DECISION POINT:

Council may wish to approve the removal of a portion of our Sewer Capitalization Fee ordinance.

HISTORY:

Currently City Code 13.16.010 D. is being misread by nearly everyone that does not understand the purchase of sewer capacity. This "D." segment was reworded in our last Comprehensive Rate Study of 2012, in an attempt to clarify some of these misread points. With the wording change of 2012, this has continued to lead to many hours of debate within city staff <u>and</u> with our development community. Though the language of this "D." segment could be changed again, it would likely still be encumbered with issues relating to basic differences between a sewer capacity purchase and a rate purchase. Our single customer city water account records are useful for rate purposes but not very useful for establishing sewer capacity purchases for the life of the owners' property.

FINANCIAL ANALYSIS:

If Council elects to repeal "D." from your 13.16.010 ordinance; this should not impact the City nor Wastewater financially.

PERFORMANCE ANALYSIS:

If Council elects to repeal "D." from your 13.16.010 ordinance, this should only prevent misinterpretation of its use, by all parties. The "D" segment was not intended for single user adjustment of a capacity fee. The remaining language within this section of the ordinance is sufficient to meet the needs of a user that is mis-categorized.

DECISION POINT:

Council may wish to repeal the "D." segment of 13.16.010. or leave it in place. Your Staff recommends that this segment be repealed.

13.16.010: DESIGNATED:

A. The owners of property connecting to the Coeur d'Alene sewer system, directly or by connecting to a private system that connects to the city sewer system, except property for which a monthly sewer service charge was being made prior to June 1, 1979, or except property for which a wastewater treatment plant expansion fee has been assessed by a local improvement district, shall be assessed a sewer capitalization fee (in addition to any hookup fee), in an amount as set forth in the following schedule:

CAPITALIZATION FEE SCHEDULE

General	Population Equivalents		Fee Per Unit
Customer Classification	(PE)	Units	FY 2013
Capitalization fee per PE			\$1,433 .00
Residential:			
Single-family dwelling	2 .32		3,325 .00
Multiple-family dwelling (up to 2 units)	2 .32	Per unit	3,325 .00
Commercial - low:			
Bar or tavern	0 .20	Per seat	287 .00
Factories	0 .10	Per 100 sq. ft.	143 .00
Hospital	2 .50	Per bed	3,583 .00
Institution (other than hospital) ²	1 .25	Per bed	1,791 .00
Mobile home	2 .32	Per unit	3,325 .00
Multiple-family dwelling (>2 units)	2 .20	Per unit	3,153 .00
Office space	0 .10	Per 100 sq. ft.	143 .00
Retail space	0 .05	Per 100 sq. ft.	72 .00
School (without meal preparation)	0 .08	Per student and staff	115 .00
Warehouse	0 .040	Per 100 sq. ft.	57 .00
Commercial - medium:			

Hotel or motel (without kitchen facilities in room)	1 .30	Per unit	1,863 .00
Commercial - high ¹ :			
Bakeries	0 .20	Per seat	349 .00
Bowling alley	1 .00	Per lane	1,746 .00
Funeral homes	0 .05	Per sq. ft.	87 .00
Grocery markets with garbage disposals	0 .04	Per sq. ft.	70 .00
Hotel or motel (with kitchen facilities in room)	1 .60	Per unit	2,794 .00
Laundry, commercial	1 .90	Per washing machine	2,794 .00
Microbrewery ³		Per PE	n/a
Restaurants	0 .20	Per seat	349 .00
RV parks ⁴		Per PE	n/a
School (with meal preparation)	0 .13	Per student and staff	227 .00
Theaters (indoor per seat and outdoor per parking)	0 .03	Per seat	52 .00

Notes:

- 1. Fees for customers in the commercial-high classification include an extra strength surcharge for higher loadings of \$313.06 per PE.
- 2. Institution (other than hospital) includes childcare/group homes with more than 8 occupants and 2 caregivers.
- 3. PEs determined on an individual basis.
- 4. RV park PEs will be calculated on an individual basis at the current gallon per day calculation based on city data.
- B. The sewer capitalization fees fixed herein are based upon population equivalents (74 gallons per day, 0.124 pound per day biochemical oxygen demand (BODs), 0.124 pound per day suspended solids (SS), and 0.006 pound per day total phosphorus (TP) and 0.015 pound per day nitrogen). The present population equivalent charge upon which the present residential and residential strength commercial rates are fixed is one thousand four hundred thirty three dollars (\$1,433.00) for FY 2013-2014 through FY 2016-2017. The population equivalent charge upon which

individual high strength commercial sewer connection charges are based includes a high strength surcharge to account for the greater than residential strength of these classifications. Development of these high strength population equivalent charges was tabulated in appendix C of the city of Coeur d'Alene wastewater rate and fee study, January 2013, by HDR Engineering Inc., and includes the following steps:

- 1. Calculation of the incremental strengths for the commercial-high customer classifications. "Incremental strength" is defined as the difference between the strength of a high strength commercial classification and residential strength (0.124 pound/day BOD, 0.124 pound/day SS, 0.006 pound/day TP, and 0.015 pound/day nitrogen). The incremental strengths are shown in appendix C, table C-3.
- 2. Multiplication of the incremental strength(s) by the respective unit costs (\$95.37 pound/day BOD, \$967.96 pound/day SS, \$30,188.51 per pound/day TP and \$1,822.64 per pound/day nitrogen). Summing the results yields the high strength surcharge of three hundred thirteen dollars six cents (\$313.06) as shown in appendix C, table C-3.
- 3. Adding the high strength surcharge to the population equivalent charge for residential strength customer yields the population equivalent charge for the high strength commercial classification.
 - C. Industrial users or other businesses with industrial waste, and uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged at a rate to be determined by the city council upon application of the property owner, after considering all relevant evidence pertaining thereto at a public hearing held for such purpose; the rate shall be established based upon consideration of the nature and intensity of the proposed use and total impact upon the city sewer system. The charge shall be directly related to the cost of providing sewage facilities for such use, and shall be proportionately consistent with the schedule set forth herein.
 - D. Should any commercial user be aggrieved by the foregoing schedule, or by the determination of the city council, such commercial user may, at his own expense, install a meter or device which measures the flow of sewage and provide strength testing by an accredited company. In the event the testing validates the commercial user's flow and strength are less than the initially placed CAP fee category, and the commercial user flow and strength characteristics will not exceed the measured flow in the future as determined by the wastewater superintendent or superintendent's designee, the charge shall be fixed based on the indicated results assuming such results reflect typical flow and strength of similar commercial customers and meets the wastewater superintendent or designee's review of typical flow and strength. Such meter or devices shall be installed, calibrated, and monitored by qualified personnel at the expense of the commercial user, and to the satisfaction of the wastewater superintendent or superintendent's designee. If the commercial customer's flow or strength levels increase, either after a reduction in the fee, or at any time after a commercial customer has paid a CAP fee, the city reserves the right to charge the commercial customer for the additional flow and strength capacity. (Ord. 3458, 2013, eff. 4-1-2013)

Public Works Committee Staff Report

Date: April 24, 2017

From: Dion Holton, Utility Supervisor, Water Department

Subject: Request to declare one Kohler 45 KW portable Generator and trailer as

surplus property.

DECISION POINT:

Water Department Staff requests that Mayor and Council declare the used Kohler Generator and trailer as surplus property and allow Water Department Staff to dispose of it at auction.

HISTORY:

The Kohler Generator was declared surplus property by the Waste Water Department several years ago and was turned over to the Water Department. It has only been used occasionally to power the Elm Street Booster and loaned to the City of Plumber during a power outage they had. The Kohler Generator was manufactured in 1981; it is powered by an obsolete "White" diesel engine. Replacement parts are hard to come by or just nonexistent. Recently the water pump was changed due to a leak. The replacement was located on the East coast and cost over \$1200.00. As of last inspection the engine's front and rear main seals are leaking oil.

FINANCIAL ANALYSIS:

Trade-in value for the Kohler generator has been estimated at \$1200.00. Staff believes that the best return for the Kohler Generator is to take it to the next available equipment auction for disposal.

PERFORMANCE ANALYSIS:

The Kohler 45KW generator has been in the city's inventory since 1981it has over 529 hours of use. Staff believes that the age and mechanical condition of the Kohler generator warrants a declaration of surplus property and to dispose of it at the next available auction. The declaration of the generator as surplus property and disposal will not affect the City's customers in any way with regard to a financial impact or customer service.

DECISION POINT/RECOMMENDATION:

Water Department staff requests that Mayor and Council declare the used 1981 Kohler Generator and Trailer as surplus property for disposal at the next equipment auction.



PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: April 24, 2017

FROM: Dion Holton, Utility Supervisor, Water Department

SUBJECT: Request to declare the used Linden Well pump assembly as surplus property for disposal.

DECISION POINT:

Water Department Staff requests that Mayor and Council declare the used Linden Well pump assembly as surplus property and allow Water Department staff to dispose of through sale as scrap.

HISTORY:

As part of the Water Departments routine pump maintenance program, the Linden well pump was pulled for inspection and rehabilitation. Inspections by the certified pump installer and department staff determined that the entire pump, shaft, spider bearings and columns are worn out and too far out of manufacturer specification to be serviceable. Replacement pump assembly components have been ordered as part of the project under the current contract.

FINANCIAL ANALYSIS:

The price of scrap fluctuates almost daily. As the majority of the scrap is steel or ductile iron, there will relatively little value in that portion. The brass spiders and the set of three impellers from the bowls will bring a better price. Staff would estimate between \$500.00 and \$1,000.00 overall.

PERFORMANCE ANALYSIS:

The pump assembly from the Linden well has been in service for more than 31,000 hours at an average of 2,300 gallons per minute. The entire assembly is being replaced. The Declaration of the pump assembly as surplus and authorization for it to be sold to the currant scrap dealer, will not affect the City's customers in any way with regards to a financial impact or customer service.

DECISION POINT/RECOMMENDATION:

Water Department Staff requests that Mayor and Council declare the used Linden Well pump assembly as surplus property and allow Water Department staff to dispose of through sale as scrap.

STAFFEPORTFORM/DH/WDDOS/17







PUBLIC WORKS STAFF REPORT

FROM: HILARY ANDERSON, COMMUNITY PLANNING DIRECTOR

DATE: APRIL 24, 2017

SUBJECT: AGREEMENT WITH HAGADONE HOSPITALITY FOR DEDICATION AND

CONSTRUCTION OF ROAD AND SHARED USE PATH

DECISION POINT: Whether to approve an Agreement between Hagadone Hospitality and the City, requiring Hagadone Hospitality to dedicate a public right-of-way and construct a road to City standards in that right-of-way, to relocate a public sewer siphon and private force main, and to construct a shared-use path as part of the Centennial Trail.

HISTORY: Hagadone Hospitality owns two parcels of property between S. 23rd Street and E. Coeur d'Alene Lake Drive south of Mullan Avenue and north of N. Floating Green Drive. These parcels are separated by E. Ashton Road. Hagadone Hospitality has requested the vacation of E. Ashton Road for the purpose of developing these two parcels together. The City may determine that the vacation of E. Ashton Road would be expedient for the public good pursuant to Idaho Code § 50-311. However, provision would have to be made for the relocation of a public sewer siphon and a private force main which are located in easements within E. Ashton Road. Hagadone Hospitality has agreed to dedicate a new right-of-way along the north side of 319 E. Coeur d'Alene Lake Drive and to construct a road within that right-of-way to City standards for the purpose of relocating the sewer siphon and force main. In addition, Hagadone will pay for the relocation of the siphon and force main.

In addition, Hagadone Hospitality will construct a twelve (12) foot shared-use path within City right-of-way on the west side of S. 23rd Street from Mullan Avenue to the new road and within City right-of-way on the south side of the new road from S. 23rd Street to E. Coeur d'Alene Lake Drive. In exchange, the City agrees to waive the requirement for construction of a sidewalk on E. Coeur d'Alene Lake Drive east of a future driveway on the Hagadone Hospitality property upon development of that property.

FINANCIAL: It is not anticipated that the City will incur a financial impact as a result of this Agreement.

DECISION POINT/RECOMMENDATION: Staff recommends that the Committee approve the Agreement and recommend it be placed on the Consent Agenda for the May 2 regular City Council meeting.

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT is made and dated this _____ day of ______, 2017, by and between the City of Coeur d'Alene, hereinafter referred to as the "City," and Hagadone Hospitality Co., hereinafter referred to as "Hagadone."

WITNESSETH:

WHEREAS, Hagadone owns two parcels described as 319 E. Coeur d'Alene Lake Drive (Tax # 4002 and # 4003), and Tax #3137 except right-of-way, which parcels are located between S. 23rd Street and E. Coeur d'Alene Lake Drive, north of N. Floating Green Drive and south of E. Mullan Avenue, in Coeur d'Alene, Idaho (hereinafter referred to as the "Parcels"); and

WHEREAS, Hagadone intends to combine the Parcels for development; and

WHEREAS, Hagadone has requested the vacation of E. Ashton Road to facilitate the development of the Parcels; and

WHEREAS, a City sewer siphon and a private force main are located in E. Ashton Road; and

WHEREAS, the City has received tentative plans for the development of property immediately to the north of the Parcels, owned by a third party; and

WHEREAS, the City has determined that a public road from S. 23rd Street to E. Coeur d'Alene Lake Drive, between the Parcels and the property owned by a third party which is in the process of being developed, will be necessary for the benefit of the general public, and for the relocation of the public sewer siphon and private force main; and

WHEREAS, the City's Municipal Code would require Hagadone to construct a sidewalk along E. Coeur d'Alene Lake Drive upon development of the Parcels; and

WHEREAS, a shared-use path within City right-of-way on the west side of S. 23rd Street from Mullan Avenue to the new road and within City right-of-way on the south side of the new road from S. 23rd Street to E. Coeur d'Alene Lake Drive, would greatly benefit the public and enhance the safety of users of the Centennial Trail.

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

I. <u>Duties of Hagadone</u>: Hagadone hereby covenants to perform the following within a reasonable time after the effective date of this Agreement:

- a. Relocate the existing private force from within the existing E. Ashton Road right-of-way to a new right-of-way, as generally shown on Exhibit "A," which is attached hereto and incorporated herein by reference;
- b. Relocate the existing public sewer siphon within the existing E. Ashton Road right-of-way to a new right-of-way, as generally shown on attached Exhibit "A" in such a manner that will allow it to continue to function as a siphon;
- c. Dedicate a fifty-six (56) foot right-of-way to the City from E. Coeur d'Alene Lake Drive to S. 23rd Street, as shown on Exhibit "A;"
- d. Construct a road to City specifications in the right-of-way required by subsection C and the approach from S. 23rd Street as shown on Exhibit "A:"
- e. Provide a temporary public easement for vehicular traffic between E. Coeur d'Alene Lake Drive and S. 23rd Street after E. Ashton Road is vacated and along S. 23rd Street after a portion of S. 23rd Street is vacated, located where those rights-of-way currently exist, until the new road and approach required by subsection C are constructed and accepted by the City;
- f. Provide a temporary twenty (20) foot wide utility easement, acceptable to the City, for the existing public siphon and private force main in E. Ashton Road until the sewer siphon and force main have been relocated and approved;
- g. Construct all facilities required by this Agreement to City standards;
- h. Preserve and protect public trees in the E. Coeur d'Alene Lake Drive right-of-way, limiting requests for tree removal to the driveway approaches to the Property; and
- i. In lieu of constructing a sidewalk on E. Coeur d'Alene Lake Drive east of the future Hagadone driveway, construct a twelve (12) foot wide shared-use path to City standards within the City right-of-way along the west side of S. 23rd Street south from Mullan Avenue, connecting with a twelve (12) foot wide shared-use path along the south side of the right-of-way from S. 23rd Street to E. Coeur d'Alene Lake Drive, which is referred to in subparagraph I(C) of this Agreement. This trail will serve as a re-route of the Centennial Trail and result in safety benefits to the community.
- II. Duties of the City. The City hereby covenants to:

- a. Consider this Agreement at a subcommittee meeting of the City Council on April 24, 2017, and at the City Council meeting on May 2, 2017;
- b. Accept temporary easements for public access and utilities pending construction of a road and approach, and relocation of the public sewer siphon and private force main as required by this Agreement;
- c. Accept the location of the new right-of-way and road, the relocation of the public sewer siphon, and the relocation of the private force main as generally shown on Exhibit "A" hereto;
- d. Agree not to require construction of a sidewalk along E. Coeur d'Alene Lake Drive, east of the future Hagadone driveway, provided the shared-use path is constructed as agreed; and
- e. Not unreasonably withhold approval and acceptance of the actions and facilities described in this Agreement.

III. General terms. The parties further agree as follows:

- a. The obligations of the parties are unique and not susceptible to monetary compensation and, therefore, either party may seek specific performance of any other party's obligations hereunder;
- b. Each party agrees to hold the other parties harmless from any and all causes of action, claims and damages that may arise or are alleged, as a result of any other party's negligent performance or malfeasance under this Agreement.
- c. All prior representations, warranties, covenants, conditions, and agreements of the parties are merged in this Agreement and this Agreement represents the full and complete agreement between the parties.
- d. The parties agree to comply with all applicable laws.
- e. The covenants herein contained shall be binding upon the parties and their heirs, assigns, and successors-in-interest, and shall be deemed to be covenants running with the land.
- f. Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of any party to discuss the issue(s) and proposed solutions. Further, each party agrees not to bring a claim, initiate legal action, or suspend performance without meeting directly with the other party or parties regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, this Agreement has been approved by the City Council of the City of Coeur d'Alene, to be executed by its Mayor and City Clerk, and its corporate seal affixed, and by Hagadone Hospitality Co., to be effective the day and year first above written.

/:	
Steve Widmyer, Mayor	
	ATTEST:
	Renata McLeod, City Clerk
A CA DONE HOODIEAL IEW CO	
AGADONE HOSPITALITY CO.	
GADONE HOSPITALITY CO. Print Name	

STATE OF IDAHO)	
) ss.	
County of Kootenai)	
appeared Steve Widr respectively, of the C	nyer and Renata Mc City of Coeur d'Alend	Leod, known to me to be the Mayor and City Clerke, who executed the foregoing instrument, and who d'Alene executed the same.
	WHEREOF, I have h ertificate first above w	ereunto set my hand and affixed my Notarial Seal the ritten.
	Notary Public for Ida Residing at My Commission exp	ires:
STATE OF IDAHO County of Kootenai)) ss)	
personally appeared person who subscribe	ed to the within instru	2017, before me, a Notary for the State of Idaho known, or identified to me to be the ment, and acknowledged to me that he executed the execute this instrument by, Hagadone Hospitality Co.
	WHEREOF, I have certificate first above v	hereto set my hand and affixed my official seal the written.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: April 24, 2017

FROM: Dennis J. Grant, Engineering Project Manager

SUBJECT: V-17-3, Vacation of a portion of S. 23rd Street and all of E. Ashton

Road right-of-way located in the Government Lot 1, Section 19, Township 50 North, Range 3 West, B.M., City of Coeur d'Alene.

DECISION POINT

The applicant, Hagadone Hospitality Co., is requesting the vacation of a portion of S. 23rd Street and all of E. Ashton Road right-of-way that adjoins their property on all sides. See attached exhibit.

HISTORY

It is unknown when the requested right-of-way was originally dedicated to the City of Coeur d'Alene.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 48,538 square feet (1.114 acres) to the County tax roll. It could be a benefit to the municipality as tax revenue, and, eventual development of a portion of this site could lead to a more significant taxing entity.

PERFORMANCE ANALYSIS

The proposed vacation area separates three different Hagadone Hospitality properties, restricting the property's development. After the vacation, Hagadone Hospitality intends to merge the two parcels into a single parcel that can then be made adjacent to the third parcel. The vacation will allow for a substantial building investment to be made in the merged properties, which will increase the City of Coeur d'Alene tax base.

23rd Street and Ashton Road are low volume roads in poor physical condition. The vacation of that portion of 23rd Street and Ashton Road is justified because it is expedient for the public good. The public good will be advanced by:

- 1. Construction of a new Ashton Road, maintaining traffic circulation through the remaining portion of 23rd Street and New Ashton Road route.
- 2. Replacement of a poor condition Ashton Road with the construction of a new Ashton Road complete with curb and gutter, sidewalk, and drainage. The new road will decrease City maintenance requirements.
- 3. New Ashton Road will have a segment of the future Centennial Trail route that will link Mullan Road to 23rd Street to the New Ashton Road in a safer corridor, without conflicting vehicle approaches.
- 4. The vacation will convert the low use, north-south, City right-of-way, which has poor asphalt roadways that need maintenance, into tax producing real-estate.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on May 16, 2017.

