



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
June 12, 2017, 4:00 p.m.
AGENDA

- Item 1 Agreement for Construction and Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches (WA Trust Site) – Mike Gridley
- Item 2 Surplus Fire Engine – Kenny Gabriel
- Item 3 Agreement for Temporary Wastewater Tank – Mike Becker

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 STAFF REPORT

DATE: June 6, 2017
FROM: Mike Gridley – City Attorney
SUBJECT: Agreement with River’s Edge Apartments, LLC for Construction and Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches (WA Trust site)

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DECISION POINT:

Should the City Council approve the Agreement with River’s Edge Apartments, LLC for Construction and Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches along Seltice Way adjacent to the former Washington Trust property?

HISTORY:

The property is located on the south side of Seltice Way, just east of the U.S. Bank facility. The Owner is still working on plans for development of the property but would like to have certain infrastructure constructed now. It has been determined that it is in the City’s and Owner’s best interest to do the installation of the water and sewer lines and driveway approaches for the River’s Edge WA Trust parcel as part of the Seltice Way Revitalization project rather than later after the Seltice project is finished. This will save money and eliminate the need to disrupt the newly constructed path and right of way.

FINANCIAL ANALYSIS:

The estimated cost of the work is approximately \$37,000. The Owner will pay the actual cost of the work to be done by the City’s contractor and Welch-Comer, with reimbursement to be made within 30 days of completion of the work. There should be no financial impact on the City. The Agreement gives the City the right to withhold building permits until full payment is received.

PERFORMANCE ANALYSIS:

By installing this infrastructure as part of the Seltice Way project there will be less cost to the owner and less disruption to the public and the newly constructed Seltice Way.

DECISION POINT/RECOMMENDATION:

Staff recommends approving the Agreement with River’s Edge Apartments, LLC for Construction and Reimbursement for Seltice Way Water and Sewer Lines and Driveway Approaches at the former WA Trust site.

**AGREEMENT FOR CONSTRUCTION AND REIMBURSEMENT
FOR SELTICE WAY WATER AND SEWER LINES AND DRIVEWAY
APPROACHES
(WA Trust Site)**

1. Parties: The parties to this agreement are the city of Coeur d'Alene (City) and River's Edge Apartments, LLC (Owner).
2. Purpose: The purpose of this agreement is to describe the construction of water and sewer lines and driveway approaches that will be done by the City as part of the Seltice Way revitalization project (Project) and the Owner's responsibility for reimbursement of the cost of construction.
3. Description of Reimbursable Construction Work: As part of the Project the City agrees to do the following work for the benefit of the Owner:
 - a. Water Main – Construct potable water main line, and associated fittings, from the intersection of Seltice Way & Atlas Road west to the eastern property line of the Owner's parcel.
 - b. Driveway Approaches – Construct two driveway approaches at locations agreed upon by both parties (a third approach is already included in the project). One approach will be a smaller concrete urban approach. The second approach will be larger and have a deceleration lane.
 - c. Thermoplastic Pavement Markings – Apply green thermoplastic pavement markings in the bike lane at the conflict points at the larger approach.
 - d. Trail Easement – Construction of the deceleration lane will require a permanent easement for the shared-use path.
 - e. Engineering Design – Engineering design by Welch-Comer Engineering as required for all items listed above. Design will be incorporated into the overall Seltice Way project.

Item	Pay Unit	Total Quan	Unit Price	Total
Water Main Pipe - Size 12-Inch - Type C905 DR 18 PVC	LF	425	\$43.50	\$18,487.50
Valve - Size 12-Inch - Type Butterfly	EA	1	\$1,178.36	\$1,178.36
Valve - Size 4-Inch - Blowoff Assembly	EA	1	\$1,335.56	\$1,335.56
2 Driveway Approaches (see note 2)	LS	1	\$6,000	\$6,000
Green Thermoplastic Pavement Marks	LS	1	\$5,000	\$5,000
Engineering Design	LS	1	\$5,000	\$5,000
			Total Cost	\$37,000

Note 1: Assumed mechanical restraints.

Note 2: Driveway and thermoplastic costs are estimated since design has not been completed.

4. Reimbursement: Owner agrees to reimburse City for the actual cost of the work as described in paragraph 3. Payment to the City by Owner shall be made within 30 days of completion of the work as certified by the Project consulting engineer.
5. Enforcement of Payment: City reserves the right to withhold building permits and/or certificates of occupancy from Owner until such time as full payment for the work is received by the City.
6. Dispute Resolution: The parties agree to work together to cooperate and resolve any issues or disputes that may arise from the Project work.
7. Amendments: This agreement may be amended or supplemented by written agreement signed by both parties or their designated representatives.

CITY OF COEUR D'ALENE

RIVER'S EDGE APARTMENTS, LLC

By: _____
Steve Widmyer, Mayor

By: _____
Name:

Title:

ATTEST:

Renata McLeod, City Clerk

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: May 15, 2017

From: Kenny Gabriel, Fire Chief

Re: Surplus Fire Engine

DECISION POINT: Should mayor and Council allow the Fire Department to Surplus 1986 Mack Fire Engine and donate to a rural Fire Department?

HISTORY: The Fire Department has a 1986 Mack Fire Engine that is no longer of any value to the Department. We have a front line fleet on three engines with the oldest being less than one year old. The engine in question has well over 100,000 miles on it and has no usable purpose in the fleet.

FINANCIAL ANALYSIS: We have asked apparatus vendors to appraise the engine. They have stated there is no trade in value due to the age of the apparatus.

PERFORMANCE ANALYSIS: Our hope is to get the engine to a smaller Department where it could be of some use. Through a regular maintenance program there is still life in the engine if the department does not run a large number of calls.

DECISION POINT/RECOMMENDATION: Allow the Fire Department to surplus 1986 Mack Fire Engine and donate to a smaller, rural Fire Department.



PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: June 7, 2017
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Agreement for Temporary Wastewater Tank

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DECISION POINT:

The City Council is requested to authorize staff to execute an agreement with Larry Fluet (Developer), Scott McArthur, P.E. (Project Engineer), and Lilac Glen, LLC to install, operate and maintain, and service a wastewater line and holding tank to serve as the temporary wastewater disposal system for the Foss Duplex, until the developer extends the public sewer and connects the Foss Duplex as required of the Lilac Glen Development.

HISTORY:

Lilac Glen is a PUD located east of Interstate 90 and south of E. Pennsylvania Avenue. The PUD annexed into the City and construction plans were approved by the City to extend the public sewer main from E. Pennsylvania Avenue south within the PUD's currently unpaved N. Lilac Lane last October (2016). The developer began clearing the Lilac Glen site and shut down for the winter.

Maralee and Charlenda Foss presently occupy existing homes within the PUD that are connected to an individual onsite septic system. In order to develop this PUD, these existing homes need to be removed and the individual onsite septic systems disconnected. At that time, the Foss Sisters intended to move into a newly constructed duplex across the future Lilac Glen Road within the PUD when made available.

The Wastewater Utility signed off on the duplex building permit based on the Applicant's proposed temporary septic system and a letter of commitment to connect the new duplex to the public sewer system when the City accepts the sewer infrastructure. The City does not issue septic permits and the Developer failed to secure a septic permit prior to construction of the duplex. Based on Idaho Rules, the Health District will not issue a septic permit for the new duplex.

Presently, this duplex has been completed but do not have a method for wastewater disposal. The Developer and his Engineer desire to move the Foss Sisters into this duplex prior to the extension of the public sanitary sewer main and they are seeking temporary provisions for wastewater disposal in order for Maralee and Charleda Foss to legally occupy the duplex.

FINANCIAL:

The accompanying Draft Agreement stipulates, if approved and executed by the City, no installation, O&M, and service costs shall fall onto the City.

PERFORMANCE:

In lieu of the immediate extension of the approved public sewer main to service the PUD, the developer proposes, at his cost, to install and maintain a holding tank and sewer line in a manner acceptable to the City to serve the wastewater disposal needs of the Foss duplex temporarily. When City accepts the PUD's public sewer main, the developer, at his cost, will be required to connect the Foss Duplex and remove and dispose of the holding tank and line that is acceptable to the City. Other provisions of this agreement include:

- The developer, at his cost, will be required extend the PUD's public sewer by September 1, 2017.
- The City will grant the Foss Duplex Temporary Certificates of Occupancy (TCOs) valid until September 1, 2017.
- Prior to Issuance of TCO, the Developer will be required to provide a (150%) performance security bond or other security acceptable to the City, in the amount of the City's estimate to extend the PUD's public sewer per the approved plans.
- The Developer will be required to agree to indemnify, defend, and hold harmless the City from any and all liability, claims for the failure of the holding tank or sewer line, or the expiration of the TCO.
- The Developer, at his costs, will be required to obtain and maintain, and provide certificates of proof of (\$500,000) comprehensive public liability insurance protecting and naming the City as additional insured from any claims as a result of the provisions of this agreement.
- The Developer finalizes and submits the PUD's Final Development Plan to the City and the Planning Department approves of this plan.

RECOMMENDATION:

The City Council may wish to authorize staff to execute an agreement with Larry Fluet (Developer), Scott McArthur, P.E. (Project Engineer), and Lilac Glen, LLC to install, operate and maintain, and service a wastewater line and holding tank to serve as the temporary wastewater disposal system for the Foss Duplex, until the developer extends the public sewer and connects the Foss Duplex as required of the Lilac Glen Development.

AGREEMENT FOR TEMPORARY WASTEWATER TANK

This Agreement is made and entered into this ____ day of _____, 2017, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "CITY," and **LARRY FLUET**, an individual, hereinafter referred to as "FLUET," and **LILAC GLEN, LLC**, an Idaho limited liability company, hereinafter referred to as "LILAC GLEN."

WHEREAS, LILAC GLEN owns parcels of real property east of Interstate 90 and north of E. Sherman Avenue in Coeur d'Alene, Idaho, with the following legal descriptions:

1. Foss Add, Tax #23111 IN Lts 4 & 5 and IN NW-SE (415 N. Lilac Lane);
2. Foss Add, Tax #23233 IN Lt 4;
3. Tax #23555 [IN NW-SE];
4. Tax #23234 [IN NW-SE] (2310 E. Pennsylvania Avenue); and
5. Tax #4713 (2220 E. Pennsylvania Avenue)

and

WHEREAS, LILAC GLEN desires to develop this property; and

WHEREAS, Maralee Foss owns real property east of Interstate 90 and north of E. Sherman Avenue in Coeur d'Alene, Idaho, currently serviced with an individual septic system, with the following legal description: Foss Add, Lts 6 & 7 Ex RW (401 N. Lilac Lane); and

WHEREAS, Charleda Foss owns real property east of Interstate 90 and north of E. Sherman Avenue in Coeur d'Alene, Idaho, with the following legal descriptions:

1. Foss Add, Lt 3 (412 N. Lilac Lane)
2. Foss Add, Lt 1 Ex RW, Lt 2, Vac ST S of Lt 7 Ex RW (312 N. Lilac Lane)

The first listed property is currently serviced by an individual septic system. The second listed property does not currently have a system of any description for wastewater disposal; and

WHEREAS, according to City policy, the development of the LILAC GLEN property requires the extension of the public sewer main from E. Pennsylvania Avenue south in the currently unpaved N. Lilac Lane; and

WHEREAS, in order to efficiently and economically develop its property, LILAC GLEN must disconnect the individual septic systems on the properties owned by Maralee and Charleda Foss, and remove certain buildings on those properties; and

WHEREAS, upon the disconnection of the individual septic systems on the properties owned by Maralee and Charleda Foss, the homes on those properties will not be suitable or legal for habitation; and

WHEREAS, Maralee and Charleda Foss intend to move into a duplex constructed on Charleda's property with a legal description of: Foss Add, Lt 1 Ex RW, Lt 2, Vac ST S of Lt 7 Ex RW; and

WHEREAS, in order for Maralee and Charleda Foss to legally occupy the duplex, a means of wastewater disposal must be provided; and

WHEREAS, Panhandle Health District has denied an application for a septic system permit for the duplex because it is a multi-family dwelling over the Rathdrum Prairie-Spokane Valley Aquifer on property less than ten (10) acres in size; and

WHEREAS, the parties desire that Maralee and Charleda Foss be allowed to occupy the duplex prior to the extension of the public sanitary sewer main to service the Lilac Glen development and the duplex.

NOW, THEREFORE, the parties agree as follows:

1. In lieu of the immediate extension of the public sanitary sewer main to service the Lilac Glen development and the Foss duplex, the CITY will allow FLUET and LILAC GLEN install a holding tank and line to serve the wastewater disposal needs of the Foss duplex temporarily.
2. The holding tank and line shall be installed in a manner acceptable to the CITY, without cost to the CITY.
3. The holding tank and line shall be operated, maintained, and serviced in a manner approved by the CITY, without cost to the CITY, and FLUET and LILAC GLEN must use a Panhandle Health District-approved pumper to pump out the holding tank on an as-needed basis.
4. When the holding tank is installed, approved by the CITY, and the Foss duplex is connected to it, the CITY will issue a Temporary Certificate of Occupancy for the Foss duplex. The Temporary Certificate of Occupancy shall be valid through November 15, 2017, and may be extended upon a showing of good cause.
5. At the time the Foss duplex connects to the public sewer, the holding tank shall be removed and disposed of in a manner acceptable to the CITY, without cost to the CITY. The line shall also be removed and disposed of in a manner acceptable to the City, without cost to the City, except as retained with the approval of the City as a private lateral.

6. LILAC GLEN and FLUET shall extend the public sanitary sewer main to service the Lilac Glen development and the Foss duplex, pursuant to the approved Lilac Glen Improvement Plan, by November 15, 2017, in accordance with CITY standards and specifications, and without cost to the CITY.
7. FLUET and/or LILAC GLEN shall provide performance security in the form of a bond acceptable to the City Attorney or cash, in the amount of One Hundred Fifty Percent (150%) of the CITY's good faith estimate of the cost to extend the public sanitary sewer main as contemplated by this Agreement and the Lilac Glen Improvement Plan. Provision of the performance security to the CITY is a condition precedent to the issuance of a Temporary Certificate of Occupancy for the Foss duplex.
8. FLUET and LILAC GLEN agree to indemnify, defend, and hold harmless the CITY from any and all liability, claims, suits, actions, losses, expenses, injuries, damages, and costs, including reasonable attorneys' fees, court costs, and expenses incurred as a result of any such claim, arising out of the performance of this Agreement and attributable to the conduct or failure to act of FLUET and/or LILAC GLEN, and their agents and employees, including, but not limited to, any claims by Maralee Foss and/or Charleada Foss for the failure of the holding tank or line, or the expiration of the Temporary Certificate of Occupancy.
9. FLUET and LILAC GLEN shall obtain and maintain such comprehensive public liability insurance as will protect the CITY from claims for damages because of bodily injury, including death, and injuries to or destruction or loss of use of property, which may arise from its obligations under this Agreement, whether such obligations be carried out by them, their volunteers, agents, or employees, or anyone directly or indirectly employed by FLUET and/or LILAC GLEN. The minimum amount of insurance shall be Five Hundred Thousand Dollars (\$500,000). The policy shall name the CITY as additional insured and shall require that the CITY be given a minimum of thirty (30) days' notice if the policy is canceled for any reason.

All insurance required under this section shall be maintained in full force and effect at the expense of FLUET and/or LILAC GLEN until the obligations under this Agreement have been fulfilled. Certificates of insurance will be provided to the CITY upon request.

10. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and this Agreement shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable as agreed by the parties, and shall be interpreted in such a manner that the parties' intent be met to the greatest degree possible.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF COEUR D' ALENE

LILAC GLEN, LLC

Steve Widmyer, Mayor

By _____
Its _____

ATTEST:

LARRY FLUET

Renata McLeod, City Clerk

By _____

DRAFT

City of Coeur d'Alene
Wastewater Department
765 West Hubbard Avenue
Coeur d'Alene, Idaho 83814



Attn: Mike Becker ~ Utility Project Manager

RE: FOSS DUPLEX – SANITARY SEWER CONNECTION
312 North Lilac Lane & 314 North Lilac Lane, City of Coeur d'Alene, Idaho

Dear Mike:

This letter was prepared at the request of your department to acknowledge that the developer of the Lilac Glen PUD, Larry Fluet; the land owner's, Charleda Foss and Maralee O. Foss; and all heirs, successors, and or purchasers of the aforementioned duplex structure will be required to connect to the City of Coeur d'Alene sanitary sewer within one (1) calendar year of said sanitary sewer being extended to the duplex property.

The developer or his successor-in-interest shall extend the main sewer line, as required by the Wastewater Department, at or before the time of any further development of any property within the current boundaries of the Lilac Glen PUD.

Thank you for your time and consideration of this letter.

Sincerely,

Scott McArthur, PE
Principal Engineer

I, Charleda Foss, hereby agree to the terms of this letter. Charleda Foss 8-23-16
Name Date

I, Maralee O. Foss, hereby agree to the terms of this letter. Maralee Foss 8-23-16
Name Date

I, Larry Fluet, hereby agree to the terms of this letter. Larry Fluet 8/23/16
Name Date