



# Coeur d'Alene

## CITY COUNCIL MEETING

*April 19, 2011*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

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

**APRIL 5, 2011**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room April 5, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

**INVOCATION:** The invocation was led by Robert Fetveit, Elijah House.

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

**PUBLIC HEARING – AA-1-11 – ADMINISTRATIVE APPEAL OF FORT SHERMAN CHAPEL NONCONFORMING USE:** Mayor Bloem noted that the appellant is unable to attend tonight's Council meeting and has requested that this public hearing be continued. Motion by Edinger, seconded by Goodlander to continue this public hearing until May 3, 2011. Motion carried.

**PROCLAMATION – FAIR HOUSING MONTH:** On behalf of Mayor Bloem, Councilman Bruning read the proclamation proclaiming the month of April as Fair Housing Month in the City. Patrick Blum from the Disability Action Center accepted the proclamation.

**PROCLAMATION – NATIONAL TELE-COMMUNICATORS WEEK:** On behalf of Mayor Bloem, Councilman Hassell read the proclamation proclaiming the week of April 10<sup>th</sup> through the 16<sup>th</sup> as "National Tele-communicators Week". Deputy Fire Chief Jim Washko as well as two of the 911 dispatchers accepted the proclamation.

**PRESENTATION – PLANNING DEPARTMENT:** City Planning Director, Dave Yadon, reviewed the history of zoning for the City beginning in the 1920's where houseboats were located at present day Independence Point. In 1975 the State required all cities to have a Planning Department, a Comprehensive Plan, and Zoning and Subdivision ordinances. He explained the team aspect of the Planning Services Department and introduced the members of

the Planning Services Team. He noted that they are currently enhancing public access to city planning services by providing information on the City's website which includes such items as agendas, staff reports and the city's zoning map. He noted that one of department's goals is to continue enhancing the information provided on the City's website for easy access by the residents.

**PUBLIC COMMENTS:**

MC EUEN FIELD: Rita Sims-Snyder, 818 Front Avenue commented she believes the community is not happy about the proposed McEuen plan because of the lack of transparency in the planning process. She announced that her group has developed their own survey for the public to respond to and recommended the City Council go back to the Committee of 9 Plan for implementation on McEuen Park.

NETTLETON GULCH ANNEXATION: Jeff Coulter, 2692 E. Nettleton Gulch Road, commented that the developers of Nettleton Ranch have not yet addressed the issue of the flood plain.

IDAHO FILM SYMPOSIUM: Russ Simons, 3773 N. Guy Road, Post Falls, Idaho announced the teleconference presentations at the Red Lion in Post Falls on April 16 and 17<sup>th</sup>. For more information go to [www.filmidaho.com/workshops](http://www.filmidaho.com/workshops).

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

1. Approval of minutes for March 15, 16, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, April 11<sup>th</sup> at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-012: 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 CHANGE ORDER NO. 1 WITH JOHNSON CONTROLS FOR BALL VALVE REPLACEMENT AND BID AWARD AND CONTRACT APPROVAL WITH POE ASPHALT PAVING, INC. FOR THE 2011 STREET OVERLAY PROJECT.
4. Approval of 5-year priority plan for sidewalk replacement
5. Approval of beer/wine license transfers for change of ownership from Boulevard Food Mart to Gary Gas and Food Mart at 1801 Northwest Boulevard and for change of ownership of Cricket's Downtown Bar and Grill.
6. Approval of cemetery lots transfer from Linda and Gary Ghramm to Linda Ghramm-Jones and John Jones.
7. Authorizing Larry Seward, citizen volunteer, to mark, tag and tow abandoned vehicles within the City limits of Coeur d'Alene.

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

**APPOINTMENT – CDA TV COMMITTEE AND PLANNING COMMISSION:** Motion by Goodlander, seconded by Bruning to appoint Chris Copstead to the CDA TV Committee and re-appoint Tom Messina to the Planning Commission. Motion carried.

**ADMINISTRATOR’S REPORT:** City Administrator Wendy Gabriel announced that on Saturday, March 19<sup>th</sup> at 1327 hours, Coeur d’Alene Fire and Police Departments responded to a reported structure fire near the 600 block of Haycraft. The fire was quickly knocked down during initial operations and the fire loss was contained to the apartment first affected. On scene Fire Department paramedics treated two patients with minor smoke inhalation and three cats were rescued out of the adjoining smoke filled apartment. The 2010 Walt Disney film “Secretariat” will be screened this Thursday, April 7<sup>th</sup>, at 7:00 p.m. in the Community Room at the Library. Folk singer Bob Nelson returns to the Library on this Friday, April 8<sup>th</sup>, for two free concerts. He will offer a special youth program at 12:30 p.m. and an all-ages program beginning at 7:00 p.m. “Best Water Crew in the World” is a term that Jim Markley, Coeur d’Alene’s Water Superintendent, uses for his crew who voluntarily chose to adjust their schedule to start work at 2:00 AM to get major Sherman Avenue water service line work done at night in order to minimize impacts on the downtown. This critical work must precede the Sherman overlay project and the crew’s flexibility greatly reduced interference on downtown business. The second phase of the Sherman Avenue project involves extending the water main from the alley south of Sherman and 5<sup>th</sup> Street, north to the water main in Sherman Avenue. For additional information, please contact the Water Department at 769-2210. The City of Coeur d’Alene recently recognized employees at the 2011 Employee Service Awards celebration. The event recognized a combined total of 735 years of service to our city! The City of Coeur d’Alene continuously accepts applications for the positions of Police Officer, Secretarial/Clerical, Janitorial, Library Clerk, and Attorney. For applications and job information, please visit our website at [www.cdaid.org](http://www.cdaid.org) or call the Human Resources Department at 769-2205. There are two vacancies on the city’s Natural Open Space Committee. If you are interested in serving, please contact Amy Ferguson, 666-5754, for an application. Our Fire Department recently received a letter from the State Fire Marshall certifying all city firefighters as State Fire Inspectors. The City of Coeur d’Alene Arts Commission is seeking artists to participate in its new “Art Currents” program. The selected artwork will be displayed along Sherman Avenue, Lakeside Avenue, and City Park. Information packets are available at City Hall, or online at [www.cdaid.org](http://www.cdaid.org). Artist proposals are due by 5:00 p.m., April 18, 2011. The Coeur d’Alene, Post Falls, and Rathdrum Police Departments, along with the Kootenai County Sheriff’s Department, the city’s Enough is Enough Committee, and Idaho Drug Free Youth are sponsoring a “Prescription Drug Turn-in Day” as part of the Coeur d’Alene School District’s Safety Fair, on April 30<sup>th</sup>, at the Coeur d’Alene High School Commons. The Prescription Drug Turn-In will be open from 10:00 a.m. until 2:00 p.m. and Coeur d’Alene Police will be on hand during that period to receive and destroy outdated or unused prescription medication. Citizens can also turn in their medications at the Post Falls City Hall, Rathdrum Police Department, Hayden City Hall, Athol City Hall, and Harrison City Hall from 10:00 a.m. until 2:00 p.m. on Saturday, April 30<sup>th</sup>. For more information, call 769-2320. If you see a problem while you are out riding your bicycle or just have a comment or suggestion about our bike system, go to the Parks Department website at [www.cdaidparks.com](http://www.cdaidparks.com) and send us an email. As part of an effort to restore native trees to areas of Tubbs Hill, over 2,500 native tree and shrub seedlings will be planted on the hill this April. The scheduled work days are April 9<sup>th</sup> and 16<sup>th</sup>. For more information on the planting project and

native habitat restoration on Tubbs Hill, visit the Parks Department web site at parks.cdavid.org or call the Urban Forestry division of the Parks Department at 769-2266. Backflow assemblies must be tested annually at spring irrigation start up. This test, performed by a private, state-licensed backflow tester (the City of Coeur d'Alene has a list of approved testers), verifies that the assembly is functioning correctly. If you have any questions or wish to obtain a state-licensed backflow tester list, contact the City of Coeur d'Alene Water Department at 769-2379. The Water Department offices are located at 3820 Ramsey Road. Congratulations to Gordon Dobler, City Engineer, for fulfilling the extensive requirements to become a Certified Floodplain Manager. Mr. Dobler received this recognition from the Association of State Floodplain Managers after much independent study. The Coeur d'Alene Public Library Spring programs begin April 12<sup>th</sup> and continue through May 12<sup>th</sup>. Please visit the library for more information or call 769-2471. At the first annual Coeur d'Alene Police Department Awards Ceremony, Officer Josh Gillmore was honored as the department's Officer of the Year. This honor reflects his strong character, dedication to duty, and professionalism.

**ORDINANCE NO. 3404**  
COUNCIL BILL NO. 11-1002

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 TO R-17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 1.15 ACRE PARCEL LOCATED AT 102 AND 106 HOMESTEAD AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Kennedy to pass the first reading of Council Bill No. 11-1002.

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

Motion by Goodlander, seconded by Hassell to suspend the rules and to adopt Council Bill no. 11-1002 by its having had one reading by title only.

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

**RCA-1-11 – REQUEST TO CONSIDER ANNEXATION OF 105.890-ACRE PARCEL KNOWN AS NETTLETON RANCH:** Sean Holm, City Planner, reported that Halko, LLC is requesting approval of a Request to Consider Annexation of a +/- 105.89 acre parcel into the City of Coeur d'Alene. The parcel is located east of and adjacent to the Best Hills Meadows Subdivision. Mr. Holm presented the general site information, basic legal thresholds, basic planning considerations, and basic service considerations. Mr. Holm noted that the applicant

made a request in 2008 and he compared the boundary changes between that request and the applicant's current request. Gary Young, 602 E. Garden Avenue, representing the property owners, Halko, LLC, presented their request for Council to allow his client to proceed with the annexation process.

Motion by Kennedy, seconded by Edinger to deny the request for the applicant to proceed with the annexation process for the 105.89-acre parcel known as Nettleton Ranch. ROLL CALL: McEvers, No; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, No; Kennedy, Aye. Motion carried.

**PUBLIC HEARING – VACATION OF A PORTION OF 18<sup>TH</sup> STREET AND LOST AVENUE RIGHTS-OF-WAY:** Mayor Bloem read the rules of order for this public hearing. Councilmen Bruning and Goodlander declared a conflict of interest. Gordon Dobler, City Engineer, gave the staff report.

He gave the applicant's name as Art Elliot and the request is for the vacation of undeveloped portions of the 18<sup>th</sup> Street and Lost Avenue rights-of-way adjoining the south 12' of Lot 8, and Lots 9,10, and 11 in Block 12 of the Kaesmeyer Addition subdivision.

He reported that the subdivision was plated in February 1907 and has an R-12 zoning. The subject lots are currently vacant and the surrounding lots consist of single family dwelling units, and the recently completed Ridgepointe Condominium complex adjacent to the west of the subject property. The noted rights-of-way are undeveloped. Mr. Dobler reported that staff mailed 30 notices of tonight's public hearing with 2 responses being received - 1 neutral and 1 in support.

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

Motion by Hassell, seconded by McEvers to approve the vacation of a portion of 18<sup>th</sup> Street and Lost Avenue rights-of-way as proposed. ROLL CALL: Kennedy, Aye; McEvers, Aye; Goodlander, Aye; Edinger, Aye; Bruning, Aye; Hassell, Aye. Motion carried.

**RECESS:** Motion by Edinger, seconded by Kennedy to recess this meeting to April 14<sup>th</sup>, at 7:30 a.m. in the Parkside Tower Conference Room for a joint meeting with Team McEuen. Motion carried.

The meeting recessed at 8:00 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk

**A CONTINUED MEETING OF THE  
COEUR D'ALENE CITY COUNCIL  
APRIL 14, 2011 AT 7:30 A.M.  
PARKSIDE TOWER CONFERENCE ROOM**

The City Council of the city of Coeur d'Alene met in continued session at the Parkside Tower Conference Room on April 14, 2011 at the hour of 7:30 a.m. there being present upon roll call a quorum.

Mayor Sandi Bloem

Mike Kennedy ) Members of the Council Present  
A. J. "Al Hassell III )  
Jon Bruning )  
Deanna Goodlander )  
Woody McEvers )

Ron Edinger ) Members of Council Absent

Jim Elder ) Members of McEuen Park Steering Committee Present  
John Bruning )  
Sandy Emerson )  
Peter Luttrupp )  
Ilene Moss )  
Wendy Gabriel )  
Denise Wetzel )  
Scott Cranston )  
Dennis Spencer )  
Lynn Morris )

Monty Miller ) Members of Team McEuen Present  
Dick Stauffer )  
Del Hatch )  
Phil Boyd )

Susan Weathers ) Staff Members Present  
Troy Tymesen )  
Mike Gridley )  
Jon Ingalls )

Tony Berns ) Members of LCDC Present

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



MCEUEN PARK WORKSHOP: Mayor Bloem explained that today's meeting is to receive the cost estimates for the McEuen Park Improvement Project.

Dick Stauffer presented a brief review of the process that has been undertaken to date. He noted that their guiding principles for their mission were the 7 values created by the City Council. He noted that their mission statement that is centered around the theme of the most uses for the most people. He reviewed the number of various meetings, public workshops and television programs that have been conducted for this project to date.

The purpose of today's workshop is for his team to review the costs estimates, consider the proposed phasing of the project, and to answer questions from Mayor and Council. He noted that the estimate of costs are quantitative take offs from the conceptual plan.

Phil Boyd presented that the estimated cost for the total improvement project ranges from \$23,722,700 to \$27,968,100. He noted that these are costs are a result of the team's researched costs including a 15% contingency. The replacement of the boat launch, relocation of ball fields and baseball stadium are in addition to this project. Doug Eastwood noted that the project costs include all the fees.

Dick Stauffer reviewed each line item noting that the mass grading will be very efficient since they would be excavating the high points and moving the excavate dirt to the low points. Phil Boyd also noted that this cost includes the installation of utilities for water and sewer. The cost estimate for parking is for shifting all the parking from the current site and moving it to a two-level parking garage along Front Street. The Front Avenue Improvements include the promenade. 4<sup>th</sup> Street improvements, Front Avenue West, Sherman and 3<sup>rd</sup> Street include pavers, landscaping, and pedestrian walkways. The seawall cost is for replacement of the existing seawall. The Grand Plaza between the parking area and the water includes the construction costs for the different types of colored concrete and also includes the water front features. The Centennial Trail will create a divided trail with an elevated separation from the parking garage. The Veterans Memorial includes a flag court and a variety of pavers and an inner circle that provides for flags from the different military services. The children's play area is to be a version of City Park's Fort Sherman. The cost of Phase 1 is a total of \$16,992,400 to \$19,799,100 based on their response to the Council's direction

Councilman Kennedy asked if the slides presented today could be available for public review. Dick Stauffer will provide the slides to the City which will be placed on the City's web site.

Phase 2 of the project includes optional features. In regard to Tubbs Hill, it is a scaled down version of the original design. The Main Pavilion includes picnic tables. He noted that Phase 2 of this project could have corporate sponsors for funding these features to the park. East parking Lot is for paving of the dirt lot south of City hall. East Entrance/Restroom provides for a formal entrance into the park. Basketball court includes two courts, seating, and a drinking fountain. Dell Hatch noted that lighting, landscaping and irrigation are included in each element being presented. The bocce ball court also includes some artwork. The splash pad would be considered an add on to the children's play area. City shops will be constructed to provide space for storage of equipment available for Parks, Engineering, Recreation and Streets. The

Amphitheater and green space includes garden elements, and those elements that would need to be provided for entertainment/events in the park including electrical outlets. Freedom Fountain, as a result of the survey, is not one of the primary features of the park and would be an add-on element if funding is available. Harbor House supports an enhanced marina building which contains restrooms, an informational booth as well as possible vendor (ice cream) sales. Marina expansion provides for more slips for current boats and larger boats. The Skate Park is a 20,000 sq. ft. facility that includes bowls and jumps. The sledding hill includes the costs for clearing, tapering and softening of hillside for sledding. Ice skating would be a part of the lower part of the seawall and infrastructure, freezing elements, and seasonal canopy.

Peter Luttrupp asked if this is a toned down plan. Dick Stauffer responded that this plan is a result of the surveys and taking into consideration the Walker Macy Plan and Hyett Palma reports. He noted that this plan includes elements that are included in all major city parks. Dell Hatch noted that with the exception of the layered parking and potential to add a feature of the Freedom Fountain this plan is designed as a park for all ages.

Councilman Kennedy noted that his father just joined a bocce ball league. He asked how much of the Front Street project would be done as part of this cost or is it separate. Phil Boyd responded that the City's Front Street project is mainly paving and possibly stormwater improvements. Councilman Kennedy noted that then the cost of that project could be counted toward the estimated cost presented for this project.

Councilman Kennedy noted that he has heard a lot of concern voiced regarding flooding and it is not safe to do underground parking. Phil Boyd responded that the 100-year flood elevation, he believes, is below the lower level of the parking garage and that the lower level is not really an underground parking level but rather a daylight level which is at the level of the existing park. Dell Hatch added that the central portion of the park would be raised 1 ½ feet when the grading is completed.

Mayor Bloem asked if the city does not do the lower level of parking is there still an increase in the existing parking spaces. Phil Boyd noted that the overall increase in parking spaces would be 240 spaces without the lowest level.

Councilman Goodlander asked if the Harbor House is intended to be a restroom facility and it is an optional feature, where are the other restroom facilities located. Dick Stauffer responded that there are several restroom facilities throughout the park.

Councilman Goodlander asked what is the justification is for closing Front Avenue. Dell Hatch responded that the initial design is one of connectivity with the Centennial Trail and the City. In looking at the traffic flow, they noted that it affect the south side of the Cd'A shops, the Resort Parking Lot and the entrance into the Resort which would be accessed from their main entrance at 1<sup>st</sup> and Sherman. He also noted that the intersection of 3<sup>rd</sup> and Front is a difficult intersection as it exists for pedestrian and crossing traffic. Councilman Goodlander believes that this closure will greatly impact the businesses in the downtown area and that she has an issue with having 3<sup>rd</sup> street between Sherman and Front as a two-way street. She asked if Front Street could remain open. Phil Boyd responded that the closure of Front was after consideration of safety issues and

connectivity. He also noted that by redesigning Front Street it will draw more traffic and pedestrians to the Downtown area. In conclusion Dick Stauffer responded that yes the design could be done without closing Front Street.

Councilman McEvers asked what the baseball stadium would be replacing. Mayor Bloem responded that the costs for the temporary location for the Legion Baseball league would be the high school and the costs included in the stadium facility is for a first class baseball stadium for the Legion. Dennis Spencer responded that the Legion would like to stay at McEuen until the stadium is constructed and not move to the high school. He also noted that the Legion is not requesting the stadium that is being designed to the level presented. Doug Eastwood noted that there has been an interest for a baseball complex and the backers of a baseball complex will probably support the construction of a stadium.

Councilman McEvers asked what happened to the river boat launch. Phil Boyd noted that the Silver Beach site, although in the beginning is more expensive to construct than the river boat launch site, in the long run it will be a better location for a boat launch and maintenance will be lower at the Silver Beach site. Sandy Emerson believes that the City should still be looking at other sites. Doug Eastwood noted that although solving all the boaters problems in Kootenai County is not the responsibility of the City of Coeur d'Alene, the City is part of a coalition of agencies have come together and reviewed all the needs of the county and Kootenai County is taking the lead in creating a master plan for boater facilities.

Sandy Emerson noted that you can't build the 3<sup>rd</sup> (lowest) level of the parking garage at a later date and believes for future needs we need to do all three levels of the parking garage.

Councilman Al Hassell asked what would be the cost for the 3<sup>rd</sup> level. Mark Amman, structural engineer for the project, noted that Sandy Emerson is correct you cannot construct the lowest level at a later date. He noted that there are three levels of cost for parking structures, grade level averages approximately \$4-5,000/stall, elevated parking costs \$8-10,000/stall, and below grade parking costs \$15,000/stall. He added that since this designed parking garage is being constructed next to a street it entails some additional costs. The one level of grade with this design is about \$14,000/stall for the lowest level but more for the middle level. Councilman Goodlander commented that the cost for constructing the lowest level would more than offset the need of constructing an above-grade parking garage north of Sherman. Councilman Kennedy asked if the City constructed the three levels for this parking garage, could the site that LCDC purchased north of Sherman, be sold to help pay for this facility. Councilman Hassell believes that future parking needs for the downtown will increase and does not believe that LCDC should sell that particular parcel of property. Jim Elder commented that the 3<sup>rd</sup> level is needed but, he is concerned about the cost; however, he does feel that there are opportunities where the county can be a partner in an above-ground parking facility north of Sherman. He also noted that by constructing the parking facility the city increases the park's green space. Councilman McEvers asked if the parking facility north of Sherman could be constructed in levels. Mr. Amman responded that you can, but it does cost more for constructing additional levels in a phased plan. Sandy Emerson noted that a lot of the crowding in the existing parking is event driven and we will never be able to accommodate that need.

Scott Cranston asked what is included in the cost for the Silver Beach boat launch, such as parking stalls. Phil Boyd responded that there are two launch ramps, 58 boat parking stalls, and approximately 40 car stall. The cost also includes the construction of a retaining wall and mass grading of the site.

Ilene Moss voiced her concern that by directing traffic flow to the downtown parking garage what impact would it have on the residential area and would it help to construct another garage to the north. Phil Boyd responded that it would help the impact on residential neighborhoods. Mr. Amman noted that there will be a bit of a headache to get cars in and out of the parking garage for major events but you would have that with any major event when everyone wants to leave at the same. Doug Eastwood asked that since we change all entrances and exits to exits for major events, such as the 4<sup>th</sup> of July, at the existing lot, can that be done with the proposed garage. Mr. Amman responded that could be done.

Denise Wetzel asked about the impact on the City's budget for maintenance of the proposed park. Doug Eastwood presented the costs of maintaining the existing park and the cost of maintaining the proposed park. He explained the cost of personnel budget would include the addition of seasonal personnel to maintain the year-round park. Electrical cost would be reduced by 30% by installing LED lighting. The restrooms cost were done by comparing the cost of maintaining the Bandshell restrooms which is the most used restroom facility for the city. Operating supplies include repairs, paint for graffiti removal, fertilizers, etc. The splash pad cost is estimated by comparing it to the splash pad at Bluegrass Park. Irrigation costs will go away as the park will be using lake water for irrigation. He concluded that the end cost would be approximately a \$20,000/year. Lynn Morris asked if he factored in the cost of maintaining the major fountain. Doug responded that the cost is very close to being covered. The revenue being generated by events at the proposed park would more than offset the cost of the maintenance.

Councilman Kennedy commented that he likes the idea of a Freedom Fountain, he asked what the cost would be if the infrastructure were installed in Phase 1 and then when a donor comes forward the fountain could be constructed at a later date. Phil Boyd noted that the infrastructure cost is already included in the grading.

In response to the question of how much funding will LCDC be able to provide, Mr. Berns responded that it will depend on what facilities the City decides to include.

Council then discussed their various concerns regarding street closure, parking, and major events.

Dick Stauffer noted that this project is a 20-50 year vision and it has never been the plan to complete all the improvements to the park overnight. Mayor Bloem noted that the plans for the baseball field and the boat launch are ongoing. She asked the Council what would they want or need before we have Team McEuen present the plan before the City Council. Councilman Hassell would like to have a copy of the pictures presented today.

Councilman McEvers asked if the public is still involved in this. Mayor Bloem responded that yes they are still involved. Councilman McEvers voiced his concern of mass grading the park

and wanted to know how long it will be out of use by the public. Dick Stauffer noted that the mass grading would be done and then the park would be seeded immediately following that so it can be used relatively quickly. Councilman Kennedy noted that the costs are a basis by which the City could apply for grant funding, sponsorships, etc. Mayor Bloem asked if the Council would want another workshop. Mayor Bloem noted that the Council needs to get to a vision and the cost associated with that vision where we can present it publicly at a Council meeting.

Councilman Kennedy asked for a schedule including all the types of meetings that are needed to get to a decision. Mayor Bloem asked City Administrator Wendy Gabriel to prepare a proposed schedule.

Councilman Kennedy would also like a traffic analysis for Front Street and 4<sup>th</sup> Street. Mayor Bloem noted that the vision needs to be adopted before we can enter into the details of the particulars of each feature. Dick Stauffer commented that each element/feature of the park plan can stand on its own and can be phased in or omitted from the plan as funding allows but the Council needs to make a decision on the vision in order to move forward. Phil Boyd noted that even when the finalized vision has been approved, the details of the design will need to be developed.

Mayor Bloem noted that all the information from today's workshop will be placed on the City's Web Site at [www.cdavid.org](http://www.cdavid.org).

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

The meeting adjourned at 9:45 a.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk



| Description  | Estimated Item Cost Range           |
|--|-------------------------------------|
| 4th Street   | \$343,400 to \$404,000              |
| Amphitheater / Green Space                                   | \$676,900 to \$796,400              |
| Basketball Courts  | \$252,300 to \$296,800              |
| Bocce Ball Court   | \$164,500 to \$193,500              |
| Centennial Trail   | \$461,000 to \$542,400              |
| Child Play   | \$428,700 to \$504,300              |
| City Shops   | \$237,300 to \$279,200              |
| Dog Park   | \$114,200 to \$134,400              |
| East Park Restroom/Pavilion                                  | \$133,700 to \$157,300              |
| East Parking Lots  | \$502,100 to \$590,700              |
| Freedom Fountain   | \$1,949,200 to \$2,293,200          |
| Front Ave West, Sherman & 3rd Street                         | \$703,700 to \$827,900              |
| Front Avenue Improvements                                    | \$1,203,900 to \$1,416,400          |
| Front Avenue Parking   | \$7,063,000 to \$8,309,400          |
| Grand Plaza & Waterfront Promenade                           | \$2,027,900 to \$2,385,800          |
| Harbor House   | \$138,500 to \$162,900              |
| Ice Skating  | \$954,000 to \$1,122,300            |
| Marina Expansion   | \$1,159,700 to \$1,364,400          |
| Mass Grading / Site Utilities Pavilion                       | \$1,580,900 to \$1,859,900          |
| Sea Wall & Steps   | \$1,228,900 to \$1,445,800          |
| Skate Park   | \$557,900 to \$656,400              |
| Sledding Hill  | \$423,000 to \$497,600              |
| Splash Pad   | \$55,300 to \$65,100                |
| Tennis Courts  | \$366,600 to \$431,300              |
| Trail Head / Accessible Trail                                | \$296,200 to \$348,500              |
| Veteran's Memorial   | \$403,400 to \$474,600              |
| <b>MCEUEN PARK TOTAL PROJECT COST (w/o Garage Alternate)</b> | <b>\$23,772,700 to \$27,968,100</b> |
| Parking Facility Centennial Level Add Alternate              | \$5,508,400 to \$6,480,500          |
| Silver Beach Boat Launch                                     | \$2,275,500 to \$2,577,000          |
| Relocate Baseball Fields                                     | \$83,400 to \$98,100                |
| Replacement Baseball Stadium                                 | \$1,757,000 to \$2,067,100          |

ESTIMATE OF M & O COSTS FOR MCEUEN PARK

|                 |              |
|-----------------|--------------|
| Personnel:      | \$ 14,455.00 |
| Electrical:     | \$ 4,844.00  |
| Restrooms:      | \$ 5,985.00  |
| Operating Supp: | \$ 3,168.00  |
| Splash Pad:     | \$ 1,200.00  |
|                 | \$ 29,652.00 |
| Less Irrigation | \$ 5,440.00  |
| Total           | \$ 24,212.00 |

Personnel:

We have a vacant position at a level 9. This proposal recommends changing the position to a level 10. The difference is \$2,359.00. This proposal also includes adding 6 months of seasonal hours to existing seasonal staffing hours for an additional \$12,096.00 to assist with 12 month operation of park.

Electrical:

This cost would be for lighting in the park; walkways, security, structures (does not include parking structure). The current lighting costs for park lights including the ball fields is \$6,921.00 annually.

New park lighting would be LED lighting and we would expect about a 30% reduction in costs. Once an engineered electrical plan is complete we will have Avista review it for a more accurate consumption cost.

Power usage at the amphitheater would be charged directly to the event sponsor and that fee is not reflected in this budget.

Restrooms:

Three restrooms are proposed within the park. We used the City Park Bandshell Restroom budget for comparison.

|                                       |             |
|---------------------------------------|-------------|
| Water cost is 651 X 3 restrooms;      | \$ 1,953.00 |
| Sewer cost is 245 X 3 restrooms;      | \$ 744.00   |
| Janitorial cost is 508 X 3 restrooms; | \$ 1,524.00 |
| Electrical cost is 588 X 3 restrooms; | \$ 1,764.00 |

Public restrooms are the single largest problem in a public park and also one of the single largest necessities. The restrooms require the most amount of time for maintenance and receive the highest amount of vandalism.

Operating Supplies:

McEuen is currently a 15 acre developed park and we have an operating budget for supplies and repairs that equals approximately \$792/acre. The park will grow by more than four acres which would be an additional \$3,168 for M & O costs.

Splash Pad:

Estimated cost of operation based on splash pad at Landings Park.

RESOLUTION NO. 11-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A BID AWARD AND CONTRACT TO BUDDY'S BACKHOE FOR THE CATCH BASIN REPLACEMENT PROJECT; APPROVING A LEASE RENEWAL WITH JAMES KOON AND ASSOCIATES FOR THE LEGAL DEPARTMENT OFFICE SPACE AT 816 SHERMAN AVENUE; APPROVING CHANGE ORDER NO. 1 WITH CMEC, INC. FOR THE WWTP SECONDARY CLARIFIER #2 COATING REPLACEMENT; APPROVING CHANGE ORDER NO. 5 WITH CONTRACTORS NORTHWEST, INC. FOR THE WWTP PHASE 5B CONSTRUCTION.

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 4" and by reference made a part hereof as summarized as follows:

- 1) Approving a Bid Award and Contract to Buddy's Backhoe for the Catch Basin Replacement Project;
- 2) Approving a Lease Renewal with James Koon and Associates for the Legal Department Office Space at 816 Sherman Avenue;
- 3) Approving Change Order No. 1 with CMEC, Inc. for the WWTP Secondary Clarifier #2 Coating Replacement;
- 4) Approving Change Order No. 5 with Contractors Northwest, Inc. for the WWTP Phase 5B Construction;

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 4" 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 19<sup>th</sup> day of April, 2011.

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

ATTEST

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

# CITY COUNCIL STAFF REPORT

**DATE:** April 19, 2011  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** Approval of Low Bidder for the 2011 Catch Basin Replacement Project

---

## DECISION POINT

Staff is requesting the City Council to approve Buddy's Backhoe Service, Inc. as the low bidder for the 2011 Catch Basin Replacement Project. Earthworks Northwest, Inc.\* failed to execute the contract, so per city code the City of Coeur d'Alene can approve the second lowest bidder.

## HISTORY

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

|  |                     |
|--|---------------------|
| Accelerated Construction & Excavating, LLC | \$175,983.00        |
| ACI Northwest, Inc.                        | \$197,271.35        |
| BCR Land Services, Inc.                    | \$175,359.05        |
| Big Sky Development                        | \$159,396.04        |
| Braun-Jensen, Inc.                         | \$385,000.00        |
| <b>Buddy's Backhoe Service, Inc.</b>       | <b>\$157,547.40</b> |
| Burnside Contracting, Inc.                 | \$201,098.66        |
| Cat's Eye Excavating, Inc.                 | \$203,430.00        |
| *Earthworks Northwest, Inc.                | \$138,589.00        |
| Stone Ridge Construction, Inc.             | \$205,780.72        |
| S & L Underground, Inc.                    | \$268,780.00        |
| Waldo Construction, Inc.                   | \$277,827.90        |
| <b>Engineer's Estimate</b>                 | <b>\$210,000.00</b> |

## FINANCIAL ANALYSIS

The catch basin replacement program is funded through the Storm Water Utility. The budgeted amount is \$150,000.00. The additional funds will come from either the storm water fund balance or savings from other storm water projects or programs.

## PERFORMANCE ANALYSIS

The City of Coeur d'Alene evaluated the existing storm systems and determined that some storm main lines and catch basins along the 15<sup>th</sup> street portion of the 2011 overlay project are old and in need of replacement. The City of Coeur d'Alene received twelve responsive bids for this year's catch basin replacement project. The largest differences in the bids were in the mobilization and traffic control costs.

## RECOMMENDATION

Staff recommends that Council approve Buddy's Backhoe Service, Inc. as the low bidder and authorize the mayor to execute the contract for the 2011 Catch Basin Replacement project.

# CONTRACT

For

## 2011 CATCH BASIN REPLACEMENT PROJECT

THIS CONTRACT, made and entered into this 19<sup>th</sup> day of April, 2011, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **BUDDY'S BACKHOE SERVICE, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 21002 N. Rimrock Road, Hayden Lake, Idaho, 83835, hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2011 CATCH BASIN REPLACEMENT PROJECT** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

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

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

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed One Hundred Fifty Seven Thousand Five Hundred Forty Seven and 40/100 Dollars (\$157,547.40).

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

The number of calendar days allowed for completion of the Contract work shall be THIRTY (30) calendar days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

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 limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be

without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

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

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

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

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

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order

- L) General Conditions
  - M) Technical Specifications
  - N) Special Provisions
  - O) Plans
  - P) Addenda
- No. 1, dated March 25, 2011

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:**  
BUDDY'S BACKHOE SERVICE, INC

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

\_\_\_\_\_  
Lester F. Cooper, President

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 19<sup>th</sup> day of April, 2011, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of April, 2011, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of \_\_\_\_\_, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**GENERAL SERVICES MEETING  
STAFF REPORT**

**DATE:** April 19, 2011  
**FROM:** Michael C. Gridley, City Attorney  
**SUBJECT:** 816 Sherman Lease Amendment

---

**DECISION POINT:**

Whether the City should amend the lease agreement for 816 Sherman to extend the term for 12 months.

**HISTORY:**

The current lease agreement expires on April 30, 2011 for the building occupied by the Legal Department.

**FINANCIAL ANALYSIS:**

The current rent is \$2,236.76 per month and will increase to \$2,400 for the 12 month extension.

**PERFORMANCE ANALYSIS:**

The current space serves the needs of the Legal Department and is close to City Hall. There is no other comparable space near City Hall.

**DECISION POINT/RECOMMENDATION:**

The Legal Department recommends that Council approve the 12 month extension of the 816 Sherman lease agreement.





**Commercial Property Management  
P.O. Box 3145  
Coeur d'Alene, Idaho 83816  
(208) 292-5701 or (208) 640-9470  
Fax (866) 293-6729**

March 23, 2011

Mike Gridley  
City Attorney  
City of Coeur d'Alene  
816 Sherman Avenue  
Coeur D Alene, ID 83816

Dear Mike:

This letter will serve as an amendment to your lease for your space at 816 Sherman Avenue, Suites 3, 4, & 5, Coeur d'Alene, Idaho 83814. Your lease will be extended for 12 months starting May 1, 2011 and ending April 30, 2012.

All terms and conditions of the original lease agreement to remain the same except for the following:

The Premises: The Lessor hereby Leases unto Lessee, the Premises known as 816 Sherman Avenue, Suites 3, 4, & 5, and basement, Coeur d'Alene, Idaho 83816

Rent: \$2,400.00 per month

Please sign the acknowledgement below, and return to our office. Please contact me at 208/640-9470, if you have any questions.

Sincerely,  
Commercial Property Management LLC



Jim Koon  
Manager  
(208) 292-5701 or (208) 640-9470

City of Coeur d'Alene (Mayor)

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

Date: \_\_\_\_\_

Attest by City Clerk, \_\_\_\_\_

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

Date: \_\_\_\_\_

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 11, 2011  
**FROM:** David E. Shults, Capital Program Manager *D.E.S.*  
**SUBJECT:** Change Order #1 for CMEC, Inc for WWTP Secondary Clarifier #2 Coating Refurbishment

---

**DECISION POINT:**

The City Council is requested to approve finalizing Change Order #1, for a decreased cost of \$22,189 to the City's agreement with CMEC, Inc., for a total final construction contract amount of \$174,507.

**HISTORY:**

CMEC was awarded the contract for refurbishing the coating on the metal components of Secondary Clarifier #2 in November 2010. Secondary clarifier #2 was constructed in 1985, and due to the corrosive environment, coatings were failing and the steel structural components were deteriorating. The work was accomplished over the winter months when the wastewater flow to the plant was at the lowest amount to allow the structures to be out of service.

CMEC's bid price includes a bid item for unanticipated work. Planning for the refurbishment work anticipated that an unknown quantity of concrete repair and metal joint caulking would be required, but could not be specified until the tank was emptied and coating preparation work was accomplished. Field orders were given to the contractor for the additional work when the needs were precisely determined. Only \$14, 871 of the unanticipated work bid item of \$37,060 was used, resulting in this Change Order #1 decrease in the overall coating project cost of \$22,189. HDR's descriptions of the field order elements of the change order are attached. Now that the work is completed, this finalizing change order establishes the final construction contract amount to be paid.

**FINANCIAL ANALYSIS:**

|   |                |
|---|----------------|
| <u>Coating Refurbishment on Sec. Clarifier #2</u>       |                |
| Engineering and Inspection                              | \$43,939       |
| Hazardous Materials Review                              | 1,400          |
| Contractor Cost, including deduction of Change Order #1 | <u>174,507</u> |
| Total   | \$219,846      |
| <br>Previous project cost estimate                      | <br>\$255,046  |

**Funding:** The current year FY 2010/11 budget includes \$340,000 for this project.

**DISCUSSION:**

Secondary Clarifier #2 is a critical component of the treatment process, and received timely replacement of the protective coating. During this refurbishment project, CMEC encountered several unanticipated problems associated with working in winter weather. HDR Engineering and CMEC identified additional

work quantities of concrete repair and caulking that were unknown before construction began. And refurbishment was accomplished in the process structure that was out of service without violation of the plant's discharge permit.

**DECISION POINT/RECOMMENDATION:**

The City Council is requested to approve finalizing Change Order #1, for a decreased cost of \$22,189 to the City's agreement with CMEC, Inc., for a total final construction contract amount of \$174,507.

Attachment

des1435

April 6, 2011

Mr. David Shults, Capital Program Manager  
City of Coeur d'Alene Wastewater Department  
710 E. Mullan Ave.  
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Department  
Secondary Clarifier No. 2 Coatings  
Change Order No. 1**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 1 for the above referenced project. This Change Order includes a Contract Price deduct of \$22,189.44 for the remaining portions of Bid Item No. 2 - Allowance for Unanticipated Costs, Section 13922.

The following work was performed under Bid Item No. 2:

- **Field Order No. 01:** This Field Order includes providing the necessary materials, labor and equipment to grout the interior concrete walls to fill bug holes, rock pockets and other surface defects. The defects could not be identified prior to the project bidding because they were submerged and not available for inspection. However, an allowance was included in the contract documents for this work. Ten defective areas requiring repair work were identified during the project. The cost of this Field Order is \$600.00 and a time extension to the contract duration is not necessary.
- **Field Order No. 02:** This Field Order includes providing the necessary materials, labor and equipment to seal the metal-to-metal and metal-to-concrete joints and connections with the mechanism center support, rake arm, diffusion well, flocculation skirt, effluent channel, scum baffle, scum box, effluent channel supports systems, scum box support systems, wall pipe penetrations, and other areas identified in a walk-through during the project. An exact quantity take-off of these areas could not be performed prior to the project bidding because they were submerged and not available for inspection. However, an allowance was included in the contract documents for this work. A walk-through during the project identified 2,356.76 linear feet of joints requiring sealant work. The cost of this Field Order is \$14,140.56 and a time extension to the contract duration is not necessary.

Mr. Dave Shults

Page 2

- **Field Order No. 03:** This Field Order includes project management coordination time to gather pricing information for a non-executed Change Proposal Request that would have replaced a section of scum piping. The cost of this Field Order is \$130.00 and a time extension to the contract duration is not necessary.

The bid price for Bid Item No. 2 was \$37,060.00. The total of expenditure for Bid Item No. 2 is \$14,870.56, which is \$22,189.44 less than the bid price. This results in the need for a finalizing change order to reduce the Contract Price from \$196,696.00 to \$174,506.56. No time extensions were provided to the original Contract Time of eighty calendar days.

HDR Engineering, Inc. recommends City approval and execution of Change Order No. 1 with CMEC, Inc. Please let us know if you require any additional information.

Sincerely,

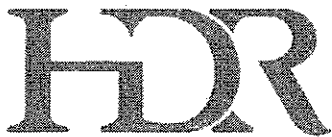
HDR ENGINEERING, INC.



Mike Zeltner, PE  
Project Manager

cc. David Keil, HDR Engineering, Inc.  
Dave Thompson, HDR Engineering, Inc.  
Tyler Jensen, CMEC, Inc.

Enclosures. Change Order No. 1



CHANGE ORDER NO. 1

OWNER: City of Coeur d'Alene, ID DATE: April 4, 2011  
CONTRACTOR: CMEC, Inc. HDR PROJECT NO.: 74365.016  
PROJECT: Secondary Clarifier No. 2 Coatings  
City of Coeur d'Alene Wastewater Treatment Plant  
CONTRACT DATE: November 2, 2010  
CONTRACT PERIOD: November 19, 2010 to March 18, 2011

It is agreed to modify the Contract referred to above as follows:

- Deduct the unauthorized portion of Bid Item No. 2 – Allowance for Unanticipated Costs, \$22,189.44, from the Contract Price resulting in a decrease from \$196,696.00 to \$174,506.56.
- Contract Time is unchanged

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By: [Signature] Date: 4/4/11  
Approved for HDR Engineering, Inc. By: [Signature] Date: 4/6/11  
Approved for Owner By: \_\_\_\_\_ Date: \_\_\_\_\_  
Attest: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution: Owner, Contractor, Office, Field, Other:



**Field Order No. 01**

|                  |   |                                |               |
|------------------|---|--------------------------------|---------------|
| Project Name:    | Secondary Clarifier No. 2 Coatings          | Owner's Project No.:           |               |
| Project Owner:   | City of Coeur d'Alene Wastewater Department | Regulatory Agency Project No.: | NA            |
| HDR Project No.: | 74365                                       | Date:                          | April 4, 2011 |

**Attention:**

You are hereby directed to promptly execute this Field Order for minor changes in work without changes in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to HDR immediately and before proceeding with this work. If your proposal is found to be acceptable and in proper order, this Field Order will in that event be superseded by a Change Order.

**Reference:** Specification Section 13922, Work Activity B

**Description:** Grout interior concrete walls by filling bug holes, rock pockets and other surface defects, including additional surface preparation required, in accordance with Sections 03002 and 09905.

See attached plan for locations, 10 total areas.

This Field Order contains a total of 12 SF at a unit cost of \$50.00/SF for an extended cost of \$600.00. Upon completion, this amount can be included in a future Contractor's payment application. The amount remaining at the end of the contract will be included in a net deduct change order.

**Attachments:** Location map and quantity take-off sheet.

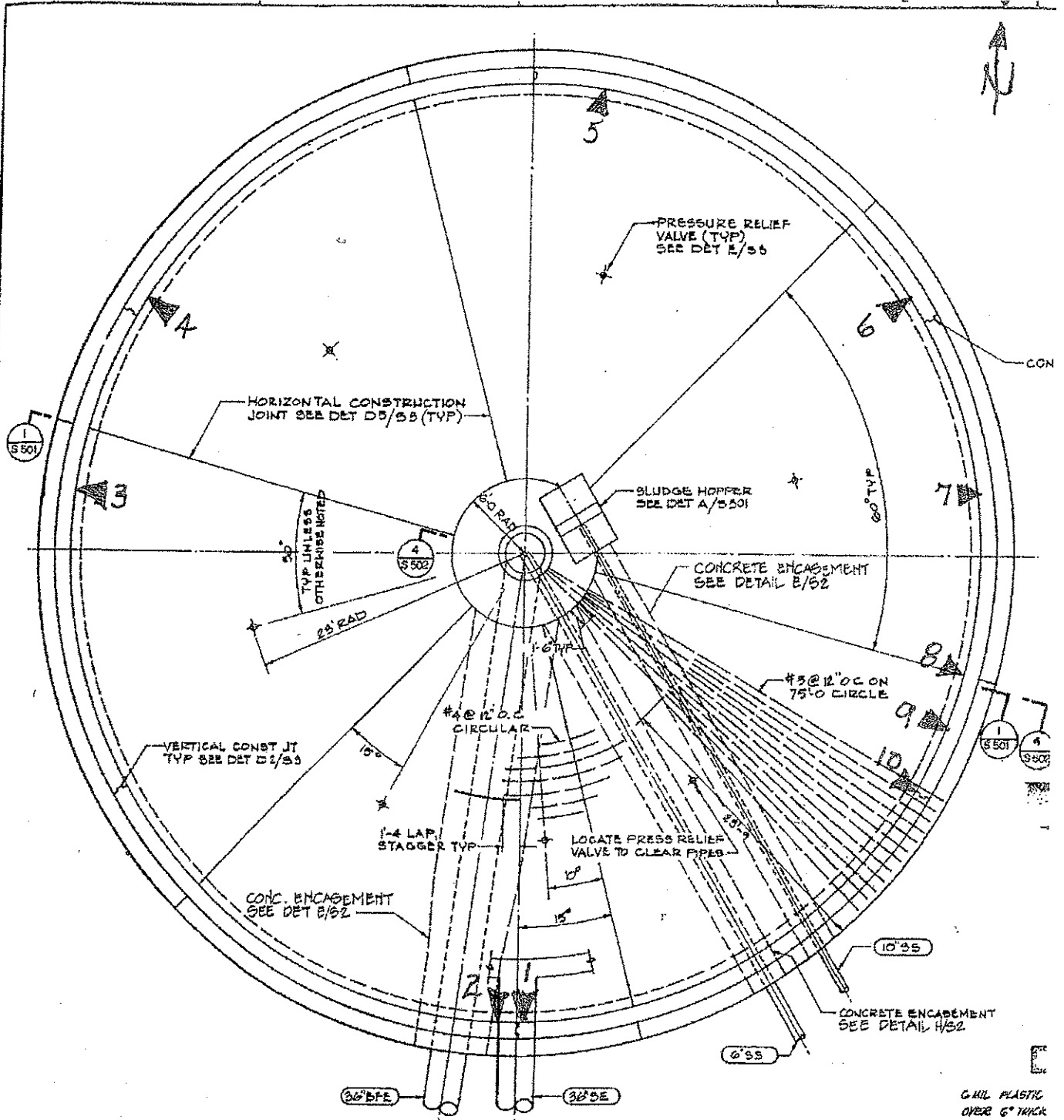
Receipt Acknowledged: CMEC, Inc.,

By: HDR Engineering, Inc. | Mike Zeltner

Date:

4/4/11

Date: April 4, 2011



BOTTOM PLAN  
SCALE: 3/16"=1'-0"

GHL PLASTIC  
OVER 6" THICK  
UNDER ENTH  
FOUNDATION-



BROWN AND CALDWELL  
CONSULTING ENGINEERS

DESIGNED *BKS*  
DRAWN *RAT/IAK*  
CHECKED *BKS*

SUBMITTED *BKS/IAK*  
APPROVED *BKS/IAK*  
APPROVED *[Signature]*

DATE 2/15/14  
DATE 2/15/14  
DATE 2/16/14

FILE 2527-04  
DATE FEB 15, '04

CITY OF COEUR d'ALENE  
WASTEWATER TREATMENT PL  
PHASE 2



Secondary Clarifier #2  
Grouting of Interior Concrete Walls  
Bid Item No. 2 - Estimated Qty

January 21, 2011

| Repair Location | Length (Inches) | Height (Inches) | Surface Area (Square Inches) | Surface Area (Square Feet) | Comments            |
|-----------------|-----------------|-----------------|------------------------------|----------------------------|---------------------|
| 1               | -               | -               | -                            | -                          | Additional Caulking |
| 2               | 12              | 6               | 72.00                        | 0.50                       |                     |
| 3               | 16              | 12              | 192.00                       | 1.33                       |                     |
| 4               | 6               | 8               | 48.00                        | 0.33                       |                     |
| 5               | 24              | 4               | 96.00                        | 0.67                       |                     |
| 6               | 18              | 9               | 162.00                       | 1.13                       | Approx. 7 ft AFF    |
| 7               | 16              | 5               | 80.00                        | 0.56                       |                     |
| 8               | 12              | 6               | 72.00                        | 0.50                       |                     |
| 9               | 16              | 9               | 144.00                       | 1.00                       | Approx. 3 ft AFF    |
| 10              | 24              | 12              | 288.00                       | 2.00                       | Approx. 7 ft AFF    |
| <b>TOTAL</b>    |                 |                 | <b>1154.00</b>               | <b>8.01</b>                |                     |

Secondary Clarifier #2  
Grouting of Interior Concrete Walls  
Bid Item No. 2 - Actual Qty

February 12, 2011

| Repair Location | Length (Inches) | Height (Inches) | Surface Area (Square Inches) | Surface Area (Square Feet) | Comments            |
|-----------------|-----------------|-----------------|------------------------------|----------------------------|---------------------|
| 1               | -               | -               | -                            | -                          | Additional Caulking |
| 2               | 18              | 6               | 108.00                       | 0.75                       |                     |
| 3               | 20              | 12              | 240.00                       | 1.67                       |                     |
| 4               | 10              | 8               | 80.00                        | 0.56                       |                     |
| 5               | 26              | 7               | 182.00                       | 1.26                       |                     |
| 6               | 12              | 8               | 96.00                        | 0.67                       | Approx. 7 ft AFF    |
| 7               | 18              | 7               | 126.00                       | 0.88                       |                     |
| 8               | 20              | 8               | 160.00                       | 1.11                       |                     |
| 9               | 24              | 15              | 360.00                       | 2.50                       | Approx. 3 ft AFF    |
| 10              | 30              | 12              | 360.00                       | 2.50                       | Approx. 7 ft AFF    |
| <b>TOTAL</b>    |                 |                 | <b>1712.00</b>               | <b>11.89</b>               |                     |



## Field Order No. 02

|                  |   |                                |               |
|------------------|---|--------------------------------|---------------|
| Project Name:    | Secondary Clarifier No. 2 Coatings          | Owner's Project No.:           |               |
| Project Owner:   | City of Coeur d'Alene Wastewater Department | Regulatory Agency Project No.: | NA            |
| HDR Project No.: | 74365                                       | Date:                          | April 4, 2011 |

**Attention:**

You are hereby directed to promptly execute this Field Order for minor changes in work without changes in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to HDR immediately and before proceeding with this work. If your proposal is found to be acceptable and in proper order, this Field Order will in that event be superseded by a Change Order.

**Reference:** Specification Section 13922, Work Activity C

**Description:** Caulk metal-to-metal and metal-to-concrete joints and connections in accordance with Section 07900 at the locations described in the attached quantity take-off sheet.

Locations and quantity as determined by field walk-through with Dave Thompson, HDR, and Tyler Jensen, CMEC.

This Field Order contains a total of 2,356.76 LF at a unit cost of \$6.00/LF for an extended cost of \$14,140.56. Upon completion, this amount can be included in a future Contractor's payment application. The amount remaining at the end of the contract will be included in a net deduct change order.

**Attachments:** Quantity take-off sheet.

Receipt Acknowledged: CMEC, Inc.,

By: HDR Engineering, Inc. | Mike Zeltner

Date:

4/4/11

Date: April 4, 2011

Secondary Clarifier No. 2 Coatings  
Caulking and Sealant Quantities

February 22, 2011

| Description  | Lineal Feet Each (LF) | Number of Locations | Total Lineal Feet |
|--|-----------------------|---------------------|-------------------|
| Effluent Channel Joints                                    | 12.00                 | 16.00               | 192.00            |
| Effluent Channel Supports                                  | 6.00                  | 32.00               | 192.00            |
| Effluent Channel Supports at Concrete Wall                 | 4.00                  | 32.00               | 128.00            |
| Effluent Channel - Slide Gate Brackets                     | 17.00                 | 2.00                | 34.00             |
| Scum Box Channel Supports at Concrete Wall                 | 2.67                  | 2.00                | 5.34              |
| Scum Box Angle Supports at Concrete Wall                   | 2.00                  | 2.00                | 4.00              |
| Brackets from Scum Baffle to Effluent Channel              | 4.00                  | 64.00               | 256.00            |
| Vertical Angles at Scum Box                                | 11.50                 | 1.00                | 11.50             |
| Scum Box Misc. Locations                                   | 21.00                 | 1.00                | 21.00             |
| Scum Baffle Connection Plates                              | 4.00                  | 17.00               | 68.00             |
| 36" dia BFE Pipe at Concrete Wall                          | 13.50                 | 1.00                | 13.50             |
| Outer Flootation Skirt Vert. Seams (Inside and Outside)    | 32.00                 | 12.00               | 384.00            |
| Outer Flootation Skirt Horiz. Seams (Inside and Outside)   | 69.12                 | 6.00                | 414.72            |
| Outer Flootation Skirt Channel and Angle Supports          | 100.00                | 1.00                | 100.00            |
| Center Column - Horiz. Angles on Cover at Floor            | 8.00                  | 4.00                | 32.00             |
| Center Column - Angle Bracing                              | 0.75                  | 4.00                | 3.00              |
| Influent Diffusion Well - Distribution Port Hinge Brackets | 2.00                  | 6.00                | 12.00             |
| Influent Diffusion Well - Horiz. Seam (Both Sides)         | 37.70                 | 6.00                | 226.20            |
| Influent Diffusion Well Vert. Seams (Inside and Outside)   | 20.00                 | 6.00                | 120.00            |
| Influent Diffusion Well Floor Seams (Inside and Outside)   | 6.00                  | 4.00                | 24.00             |
| Rake Arm - Top Bolted Connections                          | 1.50                  | 1.00                | 1.50              |
| Rake Arm at Angle to Angle Intersections                   | 73.00                 | 1.00                | 73.00             |
| Balance Arm - All Locations                                | 33.00                 | 1.00                | 33.00             |
| Concrete Wall EJ - Additional Caulk (Repair #1)            | 8.00                  | 1.00                | 8.00              |
| <b>Total</b>   |                       |                     | <b>2,356.76</b>   |



Field Order No. 03

|                  |   |                                |               |
|------------------|---|--------------------------------|---------------|
| Project Name:    | Secondary Clarifier No. 2 Coatings          | Owner's Project No.:           |               |
| Project Owner:   | City of Coeur d'Alene Wastewater Department | Regulatory Agency Project No.: | NA            |
| HDR Project No.: | 74365                                       | Date:                          | April 4, 2011 |

**Attention:**

You are hereby directed to promptly execute this Field Order for minor changes in work without changes in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to HDR immediately and before proceeding with this work. If your proposal is found to be acceptable and in proper order, this Field Order will in that event be superseded by a Change Order.

**Reference:** Specification Section 13922, Work Activity D - Project Manager Coordination

**Description:** Time allowance for pricing scum pipe replacement.

This Field Order contains a total of 2 hours at a unit cost of \$65.00/hour for an extended cost of \$130.00. Upon completion, this amount can be included in a future Contractor's payment application. The amount remaining at the end of the contract will be included in a net deduct change order.

**Attachments:** None.

Receipt Acknowledged: CMEC, Inc.,

By: HDR Engineering, Inc. | Mike Zeltner

Date:

4/4/11

Date: April 4, 2011

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 11, 2011  
**FROM:** David E. Shults, Capital Program Manager *D.E.S.*  
**SUBJECT:** Change Order #5 for Contractors Northwest for WWTP Phase 5B

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**DECISION POINT:**

The City Council is requested to approve Change Order #5, for an increased cost of \$99,836 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,029,671.

**HISTORY:**

Construction of the Phase 5B project improvements is approximately 70 percent complete. Phase 5B includes an administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building. The construction contract includes a milestone requirement for early completion of the admin/lab building and the collection division garage.

Change Order #5 includes several changes to the plans and specifications that were made by project consultant, HDR Engineering and City staff. Descriptions of the change items are included in the attached letter from HDR Engineering.

The fourteen items of the change order include:

- six items that added features to improve functionality, safety, operation, and maintenance;
- two items that added security surveillance equipment and blinds requested by City staff;
- two items that were necessary to correct design issues for which HDR will reimburse the City;
- two items that provide credits for less costly features;
- two items that were necessary to adjust for installation of City-supplied equipment.

HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary.

**FINANCIAL ANALYSIS:**

Phase 5B Construction Costs

|   |            |
|---|------------|
| Building Permits                        | 82,948     |
| Equipment Prepurchase                   | 125,000    |
| Archeological Monitoring                | 7,486      |
| Construction Engineering and Inspection | 1,999,478  |
| Construction Bid                        | 10,632,100 |
| Construction Change Order #1            | 48,801     |
| Construction Change Order #2            | 78,850     |

|   |               |
|---|---------------|
| Construction Change Order #3              | 64,804        |
| Construction Change Order #4              | 105,280       |
| <u>Construction Change Order #5 (new)</u> | <u>99,836</u> |
| Total Phase 5B construction project cost  | 13,244,583    |

Assumed Project Contingency 631,579 (5% of Construction and Engineering)

|  |                          |
|--|--------------------------|
| -Engineer's original Construction Contract Cost Estimate | 12,500,000 (-5% to +10%) |
| -Original Construction Contract Amount                   | 10,632,100               |
| -Current Construction Contract Amount                    | 11,029,671               |
| -Current construction cost increases                     | 397,571                  |
| -Current change order percentage                         | 3.7%                     |

**Funding:** Construction of Phase 5B is a two year project partially funded by a \$12M loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,500,000 cash reserves in the City's Wastewater Fund. The City budget for the first year in FY 09/10 was \$8,514,436. The current FY 10/11 City budget for the second year is \$7,500,000.

**DISCUSSION:**

The project involves seven different structures and associated building permits, a combination of heavy industrial construction and architectural commercial building construction, and loan funding mandates for use of only American made materials, payment of Davis-Bacon prevailing wages, and extensive documentation and reporting. The change orders to date are within reason (3.7%) and the project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. Many of the change items result in improvements for better operations and maintenance. The change order items on the project are typical of a project of this complexity, the project is progressing on schedule, and the cost of construction is \$670,000 less than the originally anticipated cost for the project.

**DECISION POINT/RECOMMENDATION:**

The City Council is requested to approve Change Order #5, for an increased cost of \$99,836 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,029,671.

Attachment  
c. Katy Baker

IDEQ, Cd'A

des1436



April 7, 2011

City of Coeur d'Alene Wastewater Department  
Attn: Mr. Dave Shults, Capital Program Manager  
710 E. Mullan Ave.  
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Treatment Plant  
Phase 5B Solids Processing Improvements  
Change Order No. 5 for Contractors Northwest, Inc. (CNI)**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 5 for the above referenced project.

### **Summary**

The total for the recommended Change Proposal Requests included in Change Order No. 5 is \$154,495. However, \$54,659 of these change items can be applied to the Additional Work Bid Item No. 8 - Additional Electrical and Instrumentation Work. This results in an increase of \$99,836 to the current contract price of \$10,929,835 and a revised total contract price of \$11,029,671. Please note for comparison that the original Opinion of Probable Construction Cost (i.e., cost opinion) range, published at the time of the project bid, was from \$11,700,000 to \$13,500,000 with a base cost opinion of \$12,314,000. The median of bids from pre-qualified contractors prior to award of the contract was \$12,335,000 and the average was \$12,440,000. The revised contract price, reflecting this change order, remains \$670,329 less than the low end of the cost opinion prior to bid.

Also, as further described below, HDR has agreed to contribute \$25,315.00 toward CPR 088 - Site Concrete Revisions and \$3,427.00 toward CPR 100 - Administration Laboratory Building Office Doors to reimburse the city for issues which required corrective action after being constructed.

### **Change Proposal Requests**

This Change Order No. 5 incorporates the Change Proposal Requests (CPRs) attached to this letter of transmittal and are summarized below:

**CPR No. 008 Revision 2 – Administration Laboratory Permit Changes.** This Change Proposal Request involves providing the necessary materials, labor and equipment to install five access panels for the ventilation duct fire dampers that were not included in the original CPR No. 008. Accessibility for inspection and maintenance by City staff can be enhanced through the addition of access panels in the Library. This change item results in an additional

cost of \$1,404 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 027 – Operations Control Center Electrical Room.** This Change Proposal Request involves providing the necessary materials, labor and equipment to add an enclosed room for the new electrical and computer equipment in the Operations Control Center shop area. The room will better protect the equipment from dust and other contaminants, as well as provide better air conditioning and cooling of the new electrical equipment installed. The addition of the walls also required modest modifications to the existing electrical and plumbing systems to accommodate the new room. This change item results in an additional cost of \$23,012.00. A change to the contract duration was not required for this change item.

**CPR No. 072 – Washer Compactor Modifications.** This Change Proposal Request involves providing the necessary materials, labor and equipment to modify the existing catwalk behind the new washer compactor units to increase the area available for maintenance activities by City staff and accommodate the actual equipment provided by the contract. In addition to removing portions of the existing catwalk, changes included rerouting electrical conduit and wire from under the catwalk to overhead with “drops” to each piece of equipment to again increase the area available for maintenance activities by City staff. At the request of City staff, an additional section of catwalk was demolished next to the existing grit classifiers to improve maintenance access to that equipment and better accommodate future modifications to the grit classifier equipment in the future.

In addition, this change item also added a jam simulation switch system to enable operations staff to test the proper operation of the equipment without taking the equipment out of service. This change item was an additional cost of \$51,189.00. Of this additional cost, \$40,298.00 was applied to Bid Item No. 8 – Additional Electrical and Instrumentation Work (Section 13955) resulting in an actual additional cost of \$10,891.00 to Change Order No. 5. A change to the contract duration was not required for this change item.

**CPR No. 073 – Utilidor Transfer Fan and Loop Pump Re-locations.** This Change Proposal Request involves providing the necessary materials, labor and equipment to relocate the air transfer fan supporting the new Utilidor ventilation. This fan is located at the interface between the existing and new sections of the Utilidor. The change involves adding a short section of ductwork to increase the air transfer efficiency of the fan. As part of the changes in this area of the Utilidor, the new hot water loop pumps were also re-located from the existing section of the Utilidor to a more accessible location in the new section of the Utilidor near the transfer fan location. Maintenance and operations staff will be provided with increased accessibility to these items through these modifications. This change item was an additional cost of \$6,452.00 to the original contract amount. A change to the contract duration was not required for this change item.



**CPR No. 088 – Site Concrete Revisions.** This Change Proposal Request involves providing the necessary materials, labor and equipment to correct several areas of concrete site work to comply with ADA requirements as identified by the City Building Department during on-site inspections. Changes were required to correct design issues and to correct improperly installed concrete elements on site with costs of re-work included in this CPR to be shared by the Contractor and HDR. Those areas replaced by the Contractor at no cost to the City included the section of sidewalk and ADA-compliance curb ramp at the north end of the Administration Laboratory Building. Items that were modified as a result of design changes were removal of a curb ramp that was not required at the Administration/Laboratory Building, removing a section of gutter at the ADA access aisle north of the Administration/Laboratory Building and replacing it with an ADA-compliant sloped gutter section, and removal and replacement of the west concrete drive apron at the Collections Maintenance Garage to correct the concrete apron to provide for a maximum 2 percent sloped exterior landing at the four man-doors in lieu of the 5 percent slope as designed. Although correction of the apron could have been completed at smaller segments in front of each man door for a slightly less cost, City staff preferred that the entire apron in front of the doors be replaced.

This change item results in an additional cost of \$30,315.00 to the original project cost. As a result of the required design modifications to meet ADA and the Building Code, HDR has agreed to contribute \$25,315 toward this change item and will show a credit on a future invoice for professional services for this project. A change to the contract duration was not required for this change item.

**CPR No. 091 – Digester Control Building Ventilation Modifications.** This Change Proposal Request involves providing the necessary materials, labor and equipment to modify the Digester Control Building ventilation to allow for controlled (switched) make-up air flow rates into the building. With this change, makeup air flow is increased to 100 percent outside air when the building is occupied and at a reduced flow rate when unoccupied. This control modification also provides for outside notification, through alarming, of any low makeup air flow conditions. This change item results in an additional cost of \$8,578.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 093 – Rotary Screen Thickener Equipment Platform and Flocculation Tank Support Modifications.** This Change Proposal Request involves providing the necessary materials, labor and equipment to provide additional support members under the rotary screen thickeners and associated flocculation tanks to match actual equipment supplied for the project. The change item extends the support members under the thickeners as well as provides needed concrete pedestal supports under the flocculation tanks. This change item results in an additional cost of \$8,058.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 096 – Laboratory Air Compressor.** This Change Proposal Request involves providing the necessary materials, labor and equipment to change the originally specified air compressor to a unit with a much smaller receiver that will more closely match the needs of a laboratory. This change item was a *credit* of (\$1,529.00). A change to the contract duration was not required for this change item.

**CPR No. 098 – Administration Laboratory Building Window Coverings.** This Change Proposal Request involves providing the necessary materials, labor and equipment to change the originally specified window coverings for Owner-requested functionality. The window coverings for the Meeting Room were changed from horizontal blinds to full width drop shades and the window coverings for the Kitchen were eliminated completely. This change item resulted in an additional cost of \$1,091.00 to the original contract amount. A change to the contract duration was not required for this change item.

**CPR No. 099 – Collections Maintenance Garage Air Handling Unit Platform.** This Change Proposal Request involves providing the necessary materials, labor and equipment to construct a platform for the air handling unit located above the suspended ceiling in the locker rooms. The platform will serve to provide safe and more easy access to the equipment for regular maintenance activities. This change item results in an additional cost of \$5,962.00. A change to the contract duration was not required for this change item.

**CPR No. 100 – Administration Laboratory Building Office Doors.** This Change Proposal Request involves providing the necessary materials, labor and equipment to change the six office doors on the second floor of the Administration Laboratory Building from painted hollow metal to stained wood. This change item was an additional cost of \$3,427.00. HDR is assuming responsibility for an inaccurate door schedule in the design and the associated cost for ordering other doors, and as such, has agreed to reimburse the city for this change. A change to the contract duration was not required for this change item.

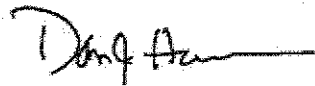
**CPR No. 102 – Site and Building Security Improvements.** This Change Proposal Request involves providing the necessary materials, labor and equipment to improve the site and building security at the request of City staff. The existing security camera mounted on the roof of the Chemical Services Center will be relocated to provide a view of the fence line along the west side of the Treatment Plant. The video-intercom system master station is being modified to also allow viewing the site surveillance video. For the Administration Laboratory Building, a security camera was added to the first floor lobby area and a security monitoring system is being added to the reception area. Additionally, the video monitoring station in the Operations Control Center is being installed in the Control Room instead of the Electrical Room. This change item results in an additional cost of \$14,361.00 to the original contract amount. A change to the contract duration was not required for this change item. All of this additional cost is applied to Bid Item No. 8 – Additional Electrical and Instrumentation Work (Section 13955), resulting in no additional cost to the contract through Change Order No. 5.

**CPR No. 105 – Digester 5 Liner Penetration.** This Change Proposal Request involves providing the necessary materials, labor and equipment to improve the penetration of the high density polyethylene (HDPE) liner for corrosion protection of the interior of Digester No. 5. This change includes changing the material of the pipes passing into the digester through the liner to HDPE and welding the liner and pipes together to form a more gas tight penetration. This change item results in an additional cost of \$2,628.00. A change to the contract duration was not required for this change item.

**CPR No. 106 – Administration Laboratory Building Elevator Shaft Insulation.** This Change Proposal Request involves providing a credit for the necessary materials, labor and equipment to install rigid foam insulation on the interior walls of the elevator shaft. The State of Idaho Division of Building Safety has indicated a preference to not include rigid insulation in the elevator shaft to avoid interference with the elevator car. The concrete walls of the elevator shaft provide the needed insulation value without the rigid foam insulation included in the design. This change item results in a *credit* of (\$453.00). A change to the contract duration was not required for this change item.

Please contact either of us if you require additional explanation or information.

Sincerely,  
HDR ENGINEERING, INC.



Dan J. Harmon, P.E.  
Project Manager



Michael Zeltner, P.E.  
Project Engineer

- c. David Keil, HDR Engineering, Inc.
- Dave Thompson, HDR Engineering, Inc.
- Don McIntosh, Contractors Northwest, Inc.

Enclosures. Change Order No. 5 w/ associated CPRs



**CHANGE ORDER NO. 5**

**OWNER:** City of Coeur d'Alene, ID

**DATE:** April 7, 2011

**CONTRACTOR:** Contractors Northwest, Inc.

**HDR PROJECT NO.:** 134317

**PROJECT:** City of Coeur d'Alene Wastewater Treatment Plant  
Phase 5B Solids Processing Improvements

**CONTRACT DATE:** January 19, 2010

**CONTRACT PERIOD:** February 4, 2011 to April 7, 2011

It is agreed to modify the Contract referred to above as follows:

Provide all materials, labor and equipment necessary for the work outlined in the CPRs listed in the table below. CPRs, including back-up documentation, are attached to this Change Order.

| <b>CPR</b>                                    | <b>Description</b>   | <b>Time Extension<br/>(Calendar Days)</b> | <b>Cost</b>         |
|---|--|---|---------------------|
| 008 Rev 2                                     | Administration Laboratory Permit Changes   | 0   | \$1,404.00          |
| 027   | Operations Control Center Electrical Room  | 0   | \$23,012.00         |
| 072   | Washer Compactor Modifications   | 0   | \$51,189.00         |
| 073   | Utilidor Transfer Fan and Loop Pump Relocations  | 0   | \$6,452.00          |
| 088   | Site Concrete Revisions  | 0   | \$30,315.00         |
| 091   | Digester Control Building Ventilation Modifications                                    | 0   | \$8,578.00          |
| 093   | Rotary Screen Thickener Equipment Platform and Flocculation Tank Support Modifications | 0   | \$8,058.00          |
| 096   | Laboratory Air Compressor  | 0   | (\$1,529.00)        |
| 098   | Administration Laboratory Building Window Coverings                                    | 0   | \$1,091.00          |
| 099   | Collections Maintenance Garage Air Handling Unit Platform                              | 0   | \$5,962.00          |
| 100   | Administration Laboratory Building Office Doors  | 0   | \$3,427.00          |
| 102   | Site and Building Security Improvements  |   | \$14,361.00         |
| 105   | Digester 5 Liner Penetration   |   | \$2,628.00          |
| 106   | Administration Laboratory Building Elevator Shaft Insulation                           | 0   | (\$453.00)          |
| <b>Change Proposal Requests Total Amounts</b> |  | <b>0</b>                                  | <b>\$154,495.00</b> |

**UTILIZATION OF ADDITIONAL WORK BID ITEMS SUMMARY**

|  |                      |
|--|----------------------|
| Bid Item No. 5 – Additional Concrete Work (Section 13922)                  | \$14,500.00          |
| - Change Order No. 1 (CPRs 007 and 019)                                    | (\$5,587.00)         |
| - Change Order No. 2 (CPRs 014 and 023)                                    | <u>(\$8,913.00)</u>  |
| Remaining Portion of Bid Item No. 5  | \$0.00               |
| <br>Bid Item No. 6 – Additional Underground Utilities Work (Section 13933) | <br>(\$50,100.00)    |
| -Change Order No. 1 (CPR 002)  | <u>(\$50,100.00)</u> |
| Remaining Portion of Bid Item No. 6  | \$0.00               |
| <br>Bid Item No. 7 – Additional Mechanical Work (Section 13944)            | <br>\$27,000.00      |
| - Change Order No. 1 (CPRs 002 and 016)                                    | <u>(\$27,000.00)</u> |
| Remaining Portion of Bid Item No. 7  | \$0.00               |

|   |                      |
|---|----------------------|
| Bid Item No. 8 – Additional Electrical and Instrumentation Work (Section 13955) | \$120,500.00         |
| - Change Order No. 1 (CPR 048)  | (\$18,994.00)        |
| - Change Order No. 2 (CPRs 030, 039, 052, 060 and 062)                          | (\$36,547.00)        |
| - Change Order No. 3 (CPRs 053 and 078)   | (\$10,300.00)        |
| - CPR 072 (Applicable portions including Contractor's Fee)                      | (\$40,298.00)        |
| - CPR 102 (Applicable portions including Contractor's Fee)                      | <u>(\$14,361.00)</u> |
| Remaining Portion of Bid Item No. 8   | \$0.00               |
| <br>  |                      |
| Total Additional Work Bid Items   | \$212,100.00         |
| Total Utilization Of Additional Work Bid Items – Change Order No. 1             | (\$101,681.00)       |
| Total Utilization Of Additional Work Bid Items – Change Order No. 2             | (\$45,460.00)        |
| Total Utilization Of Additional Work Bid Items – Change Order No. 3             | (\$10,300.00)        |
| Total Utilization Of Additional Work Bid Items – Change Order No. 4             | \$0.00               |
| Total Utilization Of Additional Work Bid Items – Change Order No. 5             | <u>(\$54,659.00)</u> |
| Remaining Additional Work Bid Items   | \$0.00               |

**CHANGE ORDER SUMMARY**

**Contract Price:**

|  |                        |
|--|------------------------|
| Contract Price prior to this Change Order                      | \$10,929,835.00        |
| -Change Proposal Requests Total – Change Order No. 5           | \$154,495.00           |
| -Utilization of Additional Work Bid Items – Change Order No. 5 | (\$54,659.00)          |
| Net Increase/Decrease of this Change Order                     | \$99,836.00            |
| <b>Revised Contract Price with all Approved Change Orders</b>  | <b>\$11,029,671.00</b> |

**Contract Time:**

|  | Substantial Completion of Bid Item Nos. 2 and 3 | Substantial Completion of All Work | Final Completion of All Work |
|--|---|------------------------------------|------------------------------|
| Contract Time Prior to this Change Order                     | 410 Calendar Days                               | 550 Calendar Days                  | 590 Calendar Days            |
| Net increase of this Change Order                            | 0   | 0                                  | 0                            |
| <b>Revised Contract Time With All Approved Change Orders</b> | <b>410 Calendar Days</b>                        | <b>550 Calendar Days</b>           | <b>590 Calendar Days</b>     |

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved for HDR Engineering, Inc. By:  Date: 4/7/11

Approved for Owner By: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution: Owner, Contractor, Office, Field, File.

STAFF REPORT

DATE: April 19, 2011  
TO: Mayor and Council  
FROM: Steve Anthony, Recreation Director  
RE: Surplus Vehicle

---

DECISION POINT: Will the City Council declare the Recreation Department's 1995 Ford Crown Victoria as surplus and authorize staff to send the vehicle to auction.

HISTORY: The Recreation Department is requesting that the City Council declare the 1995 Ford Crown Victoria (VIN 2FALP71W3SX177088) as surplus. The air bag will not function and the Street Department cannot find a new part to repair the bag. The Street Department has informed us it is unsafe to drive.

RECOMMENDATION: Staff recommends Council declare the Recreation Department's 1995 Ford Crown Victoria as surplus and authorize staff to send the vehicle to auction.

## CITY COUNCIL STAFF REPORT

**DATE:** April 19, 2011  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Acceptance of River Avenue Right-of-Way Grant Deed for the Education Corridor Reconstruction Project**

---

### **DECISION POINT**

The City Council is being requested to accept the Grant Deed for additional right-of-way on River Avenue at the southwest corner of Hubbard Street from Katherine Jeffries. This acquisition (in conjunction w/ two other parcels) will allow for the construction of the roundabout that will be constructed at the intersection.

### **HISTORY**

The Education Corridor, is a joint partnership project with the Lake City Development Corp.(LCDC), North Idaho College and the NIC Board, and the City of Coeur d'Alene, that is intended to design and implement the construction of a new network of access to North Idaho College and the surrounding grounds. This new road network will facilitate the current and future expansion needs of the college, and at the same time reduce the congestion that currently exists for traffic entering and leaving the Fort Grounds area.

### **PERFORMANCE ANALYSIS**

The Corridor project is now entering the implementation phase of the road network that was designed by J-U-B Engineers, Inc. for the Stimson Mill site and the adjoining roads. The initial part of this implementation is to acquire small portions of additional right-of-way on River Avenue that will allow for the construction of a roundabout at the intersection of River Avenue and Hubbard Street.

### **FINANCIAL ANALYSIS**

Acquisition of the portion of the Jeffries property that was necessary was made possible through North Idaho College which provided the funding for the purchase.

### **RECOMMENDATION**

Accept the right-of-way dedication and direct staff to proceed with the recordation.

**GRANT DEED**  
FOR RIGHT-OF-WAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that KATHERINE JEFFRIES, whose address is 802 River Avenue, Coeur d'Alene, Idaho 83814, GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the NORTH IDAHO COLLEGE, whose address is 1000 W. Garden Avenue, Coeur d'Alene, Kootenai County, State of Idaho, 83814 receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, herein called the GRANTEE, the following described property in Kootenai County, to wit:

See attached "Exhibit A" & Exhibit "B" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR does hereby dedicate her interest in said strip of land for public use. Said Grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 11<sup>th</sup> day of April, 2011.

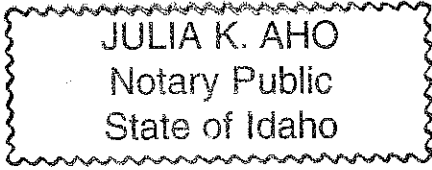
  
KATHERINE JEFFRIES, GRANTOR

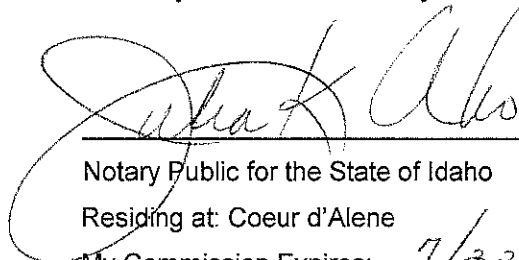
STATE OF IDAHO                    )  
  ) ss.  
COUNTY OF KOOTENAI        )

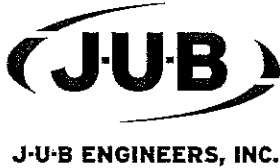
On this 11<sup>th</sup> day of April, 2011, before me the undersigned Notary Public, in and for the State of Idaho, duly commissioned and sworn, personally appeared KATHERINE JEFFRIES, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.



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 the State of Idaho  
Residing at: Coeur d'Alene  
My Commission Expires: 7/22/11



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT\_\_
LEGAL DESCRIPTION
of
RIGHT-OF-WAY ACQUISITION
for
River Avenue & Hubbard Street Intersection
Katherine Jeffries

That portion of Lots 1 & 2 of Gwinn's Park, according to the Plat thereof recorded in Book B of Plats at Page 88, records of Kootenai County, Idaho, being situated in the SE 1/4 of Section 14, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at the East 1/4 corner of said Section 14 (from which the Center 1/4 corner of said Section 14 bears North 89°01'10" West, a distance of 2,653.44 feet), thence North 89°48'14" West, a distance of 2,140.57 feet, more or less, to the northwest corner of the East 33.00 feet of said Lot 2; thence South 89°05'41" East, along the north line of said Lots 1 & 2, a distance of 36.30 feet to the POINT OF BEGINNING;

thence South 89°05'41" East, continuing along said north line, a distance of 35.77 feet, more or less, to the northeast corner of said Lot 1;

thence South 00°55'11" West, along the east line of said Lot 1, a distance of 71.82 feet;

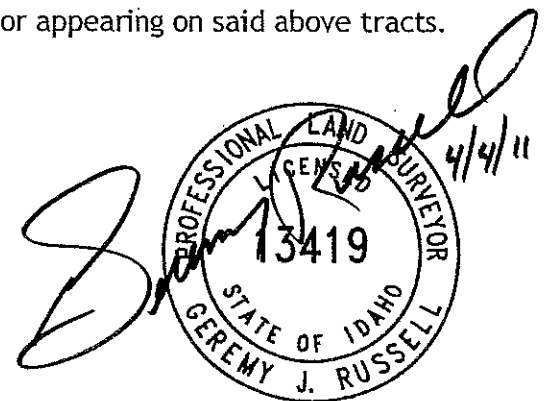
thence North 11°48'22" West, a distance of 31.39 feet;

thence 35.67 feet along the arc of a non-tangent curve to the left having a radius of 87.00 feet, through a central angle of 23°29'32", said curve having a long chord which bears North 26°42'00" West a chord distance of 35.42 feet;

thence 15.96 feet along the arc of a compound curve to the left having a radius of 37.00 feet, through a central angle of 24°42'49", said curve having a long chord which bears North 50°48'10" West a chord distance of 15.84 feet to the POINT OF BEGINNING.

Containing 819 square feet, more or less.

SUBJECT TO: Existing right-of-way and easements of record and/or appearing on said above tracts.



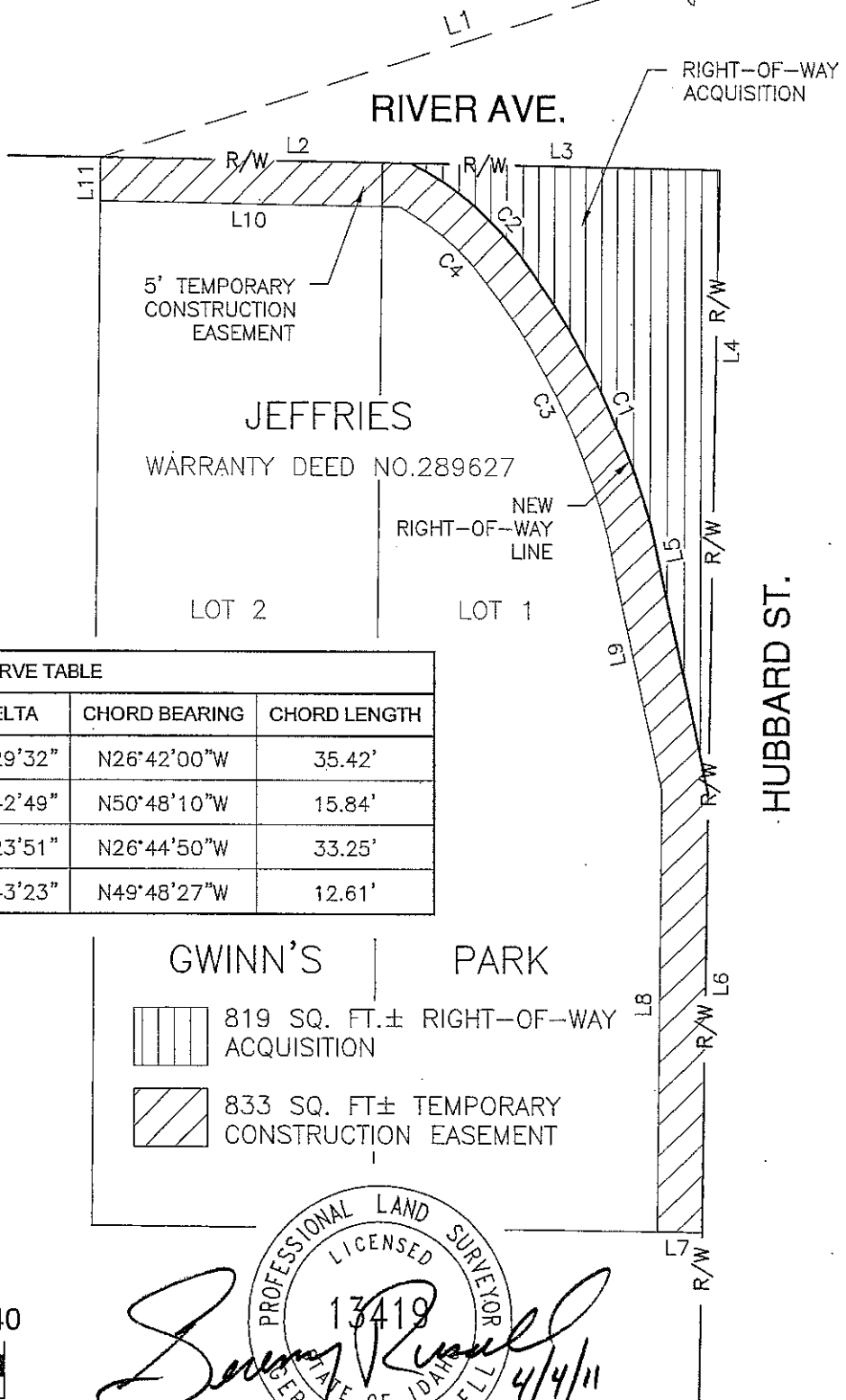
C1/4

PK

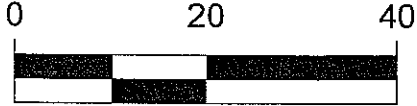
N89°01'10"W 2653.44'

14  
13

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE #     | DIRECTION   | LENGTH   |
| L1         | N89°48'14"W | 2140.57' |
| L2         | S89°05'41"E | 36.30'   |
| L3         | S89°05'41"E | 35.77'   |
| L4         | S0°55'11"W  | 71.82'   |
| L5         | N11°48'22"W | 31.39'   |
| L6         | S0°55'11"W  | 50.16'   |
| L7         | N89°33'36"W | 5.00'    |
| L8         | N0°39'46"E  | 50.65'   |
| L9         | N11°48'22"W | 29.66'   |
| L10        | N89°05'41"W | 35.06'   |
| L11        | N0°26'24"E  | 5.00'    |






| CURVE TABLE |        |        |           |               |              |
|-------------|--------|--------|-----------|---------------|--------------|
| CURVE #     | LENGTH | RADIUS | DELTA     | CHORD BEARING | CHORD LENGTH |
| C1          | 35.67' | 87.00' | 23°29'32" | N26°42'00"W   | 35.42'       |
| C2          | 15.96' | 37.00' | 24°42'49" | N50°48'10"W   | 15.84'       |
| C3          | 33.49' | 82.00' | 23°23'51" | N26°44'50"W   | 33.25'       |
| C4          | 12.69' | 32.00' | 22°43'23" | N49°48'27"W   | 12.61'       |



SCALE IN FEET

GWINN'S PARK

 819 SQ. FT. ± RIGHT-OF-WAY ACQUISITION  
 833 SQ. FT. ± TEMPORARY CONSTRUCTION EASEMENT

  
*Jeremy Russell*  
 4/4/11

Plot Date: 4/20/11 12:22 PM, Plotted By: Bruce L. Cooper  
 Date Created: 3/30/2011 1:30:00 PM, Project: C:\JUB\2010-018\JEFF-LEGAL.DWG

| NO. | REVISION DESCRIPTION | BY | APPR | DATE |
|-----|----------------------|----|------|------|
|     |                      |    |      |      |

FILE: 20-10-018\_JEFF-LEGA  
 JUB PROJ. #: 20-10-018  
 DRAWN BY: BLC  
 DESIGN BY:  
 CHECKED BY: GJR  
 LAST UPDATED: 3/30/2011



**EXHIBIT**  
 RIGHT-OF-WAY AND TEMP. CONSTRUCTION EASEMENT ACQUISITION  
 KATHERINE JEFFRIES  
 SE 1/4 SEC. 14, T50 N, R4 W, B.M.

SHEET  
1

DATE: April 13, 2011  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: MAY 17, 2011

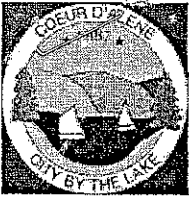
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Mayor Bloem,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

| <u>ITEM NO.</u> | <u>REQUEST</u>  | <u>COMMISSION ACTION</u> | <u>COMMENT</u> |
|-----------------|---|--------------------------|----------------|
| ZC-2-11         | Zone change from R-12 to<br>C-17L<br>Applicant: Scott Poorman<br>Location: 1813 N. Government Way | Recommended Approval     | Quasi-Judicial |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **May 17, 2011.**



# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208.769.2229 or fax 769.2237  
kathylew@cdaid.org

**OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION - Valid April 1-Oct 15 annually**  
New Applications or renewals with changes will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month) Payment is due with application.

|                              |                                    |       |        |
|------------------------------|------------------------------------|-------|--------|
| Name of Eating Establishment | Bo Jacks.                          |       |        |
| Applicant's Name             | Kim Gittel                         |       |        |
| Mailing Address              | 816 N 4 <sup>TH</sup> Cda Id 83814 |       |        |
| Physical Address             | 816 N 4 <sup>TH</sup>              |       |        |
| City, State Zip              | Coeur D'Alene Id 83814             |       |        |
| Business Telephone           | 208-664-9957                       |       |        |
| Contact person :             | Kim Gittel                         |       |        |
| Contact Numbers              | Home Phone :                       | Cell: | -Mail: |

Is application: New  Renewal  Any changes from previous year? Yes  No   
Any change of ownership or type of use? Y or N If yes, please specify \_\_\_\_\_

Do you hold a current State of Idaho, Kootenai County and City Of CDA alcohol license? yes  
If yes, on your State of Idaho alcohol license do you have a restaurant designation? Yes or No  
Is anyone under 21 allowed in the area inside your establishment here alcohol is served? Yes or No

Please supply a copy of your current menu  
What hours is the full menu available? Start 11:00 AM End 9 pm  
What days are the full menu available? M-S

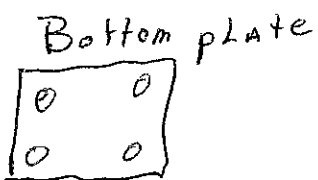
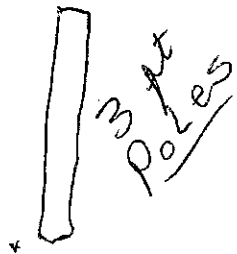
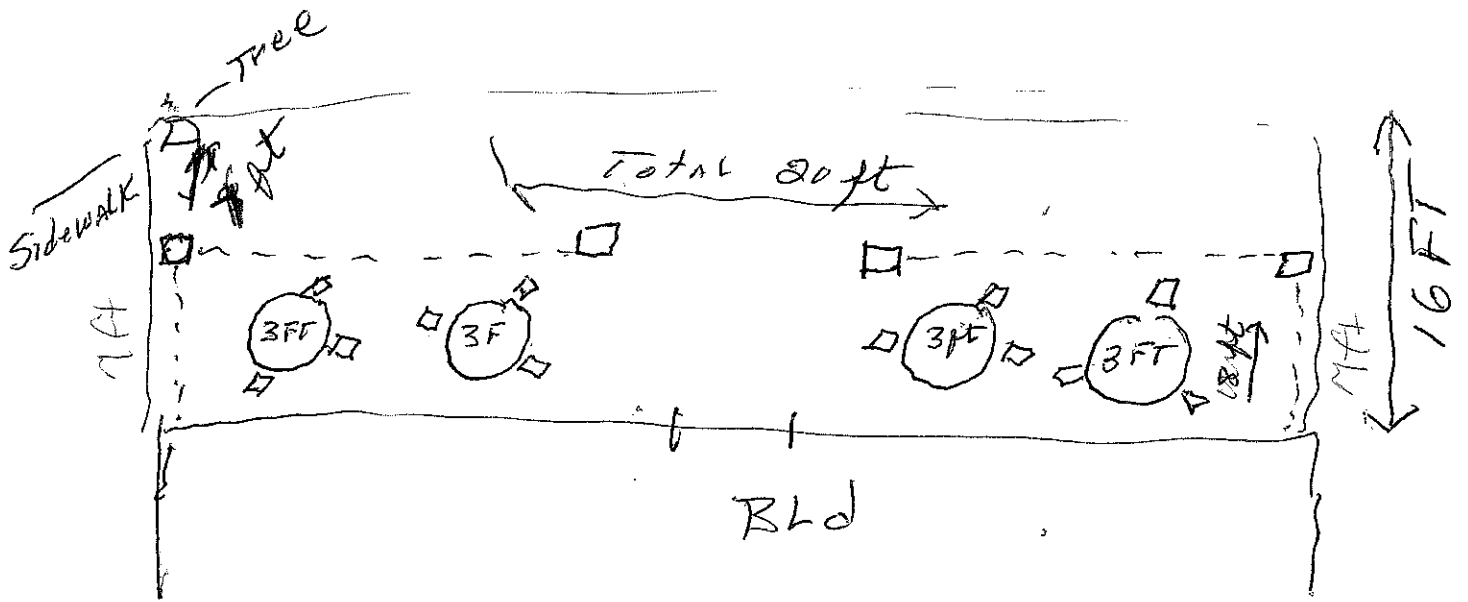
- Please supply a proposed site/seating plan , which is subject to approval and includes the following
  - Show table sizes and chair placement, distance from building (side street 24" tables max)
  - Show distance to any tree grate, bench, light post, bicycle rack, news rack etc.
  - 16 FT  What is width of sidewalk from property line to curb
  - Please show location of refuse receptacle

Insurance: Please supply copy of liability insurance naming City as additional insured (\$1,000,000.00)

Signed encroachment application

Include Fee: 12 Number of Seats x \$19.28 per seat ( Sewer Cap fee) = 231.36  
 If located on sidewalk or City property \$100.00 Encroachment Fee 100.00 115.00  
 Total Due: \$ 331.36  
346.36

# Site PLAN Bo Jaks.



Plastic chain-link Between Poles



# ANNOUNCEMENTS

OTHER BUSINESS



# CITY COUNCIL STAFF REPORT

**DATE:** April 19, 2011  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Approval of State/Local Agreement for Design of Government Wy,  
Hanley Ave to Prairie Ave

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## DECISION POINT

Staff is requesting Council approval of an agreements\ with ITD for design and right-of-way acquisition of Government Way, from Hanley Ave to Prairie Ave.

## HISTORY

Last year, we applied for a federal grant of \$2,541,700 for the design and right-of-way acquisition of Government Way from Hanley Ave to Prairie Ave. The City of Coeur d'Alene is the sponsor of the project, but it will be a multi-jurisdictional project involving Coeur d'Alene, Lakes Highway District, and the City of Hayden. The grant was approved last year and the State Transportation Improvement Plan (STIP) has just been adopted so we are ready to approve the agreement with ITD and move forward with design.

## FINANCIAL ANALYSIS

There is a 7.34% match required, so the total match is estimated at \$201,300. The total project cost is estimated to be \$2,743,000. Both Lakes Highway District and the City of Hayden have jurisdiction over half of the project length (1/4 each) and they have agreed to fund 25% (each) of the required match. An MOU is being drafted and will be brought to Council shortly. We have budgeted our portion of the match, approximately \$100,000, this fiscal year, but the actual costs are incurred as funds are expended over the next two to three years. The grant funds for design (\$387,000) are available in this fiscal year and the funds for right-of-way acquisition (\$2,154,400) will be available in FY 2014 and 2015. Although funds for construction are not programmed yet, it is anticipated that they will be available in FY 2016 or 2017.

## PERFORMANCE ANALYSIS

The project includes the widening of Government Way to five lanes, bike lanes both sides, reconstruction of the signal at Prairie Ave and the extension of Wilbur Ave from Government Way to US95. In addition, ITD District 1 has agreed to sponsor a companion project that would construct the signal at Wilbur / US95 as well as remove the signal at Canfield / US95 and install the restricted left turn medians at Canfield / US95 and related modifications Aqua /US 95 intersections. These modifications were identified in the 2009 US 95 Access Study adopted by KMPO and ITD.

## RECOMMENDATION

Staff recommends approval of the attached State / Local agreement with ITD.

RESOLUTION NO. 11-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR CONSTRUCTION OF SMA-7155 N GOVERNMENT WAY; HANLEY AVENUE TO PRAIRIE AVENUE WITH THE IDAHO TRANSPORTATION DEPARTMENT , HEREINAFTER CALLED THE STATE.

WHEREAS, the State has submitted an agreement stating obligations of the State and the City for construction of SMA-7155 N Government Way; Hanley Avenue to Prairie Avenue within the City limits; and

WHEREAS, the Engineering Director is recommending that the City of Coeur d'Alene enter into said agreement with the State, pursuant to terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an agreement for construction of SMA-7155 N Government Way; Hanley Avenue to Prairie Avenue, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 19<sup>th</sup> day of April, 2011.

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

ATTEST:

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)  
PROJECT NO. A012(308)  
SMA-7155 N GOVERNMENT WAY; HANLEY AVE TO PRAIRIE  
KOOTENAI COUNTY  
KEY NO. 12308

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, represented by the Local Highway Technical Assistance Council, hereafter called the **STATE**, and City of Coeur d'Alene, acting by and through its Mayor, hereafter called the **SPONSOR**.

**PURPOSE**

The **SPONSOR** has requested the **STATE** to program for development and construction Federal-Aid Project A012(308), described as SMA-7155 N Government Way; Hanley Ave to Prairie Ave, the project development for which is to be performed by **SPONSOR'S** staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the **STATE**, requiring the expenditure of funds, and since the **STATE** can only pay for work associated with the State Highway System, the **SPONSOR** is fully responsible for all costs incurred by the **STATE** related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

**SECTION I. GENERAL**

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is

available on this project.

2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed on the Idaho Transportation Department approved Capital Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development (State, Consultant, Local) - \$418,000.
  - b. Right-of-Way - \$2,325,000.
  - c. Utilities - \$
  - d. Construction Engineering - \$
  - e. Construction - \$
  - f. Total Estimated Project Costs - \$2,743,000.
3. The **SPONSOR'S** match for this project will be provided as follows:
  - a. Cash in the amount of 7.34 percent of the entire project (currently estimated at \$201,300.);
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm> .
5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the **SPONSOR'S** forces.
6. If the project is terminated prior to completion, the **SPONSOR** shall repay to the **STATE** all federal funds received for the project, and shall be liable to the **STATE** for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
7. Sufficient Appropriation. It is understood and agreed that the **STATE** is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the **STATE** beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The

**STATE** reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the **STATE** to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the **STATE** shall:

1. Provide the following services incidental to the project development:
  - a. Assist **SPONSOR** in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the **SPONSOR** and Consultant Engineers on this project.
  - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - c. Furnish to the Engineers copies of materials test reports and other data applying to the project and available to the **STATE**.
  - d. Advertise for required formal public hearings and provide a hearing officer to conduct the hearings.
  - e. Review rights-of-way appraisals and assign personnel to determine relocation entitlements and assistance which might be required by the project.
  - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
  - g. Assist in negotiations with public carriers and utilities for agreements on behalf of the **SPONSOR**. If requested by a utility company, hold utility hearings before the Idaho Transportation Board or issue IT Board Orders to the utilities on behalf of the **SPONSOR**. During development, the latest edition of the **STATE's** *Guide for Utility Management* will be followed in all matters relating to

utilities.

- h. Review the designing engineers' plans, estimates, reports and environmental studies, and issue notice of approval to the **SPONSOR** and the Engineer following the Concept, Preliminary and Final Design Reviews and the Design Study Report.
  - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - j. Unless otherwise included in the scope of work for the Consultant agreement, prepare the title sheet.
  - k. Print and assemble plans, special provisions, specifications and contract.
  - l. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Upon receipt of appropriate documentation from the **SPONSOR** showing expenditure of funds for project development, reimburse the **SPONSOR** at the approved Federal-aid rate for eligible expenses.
  3. Bill the **SPONSOR** for costs incurred by the **STATE** under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
  4. Bill the **SPONSOR** for any federal funds to be repaid by the **SPONSOR** if the project is terminated prior to completion, and the **SPONSOR** has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.

**SECTION III.** That the **SPONSOR** shall:

1. Pay to the **STATE**, before the **STATE** begins the incidental services referred to in Section II, Paragraph 2, the sum of **TEN THOUSAND DOLLARS (\$10,000.)**, estimated to be the total expense to the **STATE**. In addition, pay to the **STATE** the cost of all incidental services provided by the **STATE** upon receipt of the billing provided for in Section II, Paragraph 4. Checks shall be made payable to the "Idaho Transportation Department", and mailed to Jennifer Miller ITD Headquarters, PO Box 7129, Boise, ID 80702-

1129.

2. **SPONSOR** warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With the assistance of the **STATE**, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the **SPONSOR** may submit allowable Consultant invoices and receipts to the **STATE** showing payment of same. The **STATE** will reimburse the **SPONSOR** for eligible expenses less the **SPONSOR'S** match.
5. Acquire with the **STATE'S** assistance as noted in Section II, all rights-of-way and easements needed to provide for construction and maintenance of the project.
6. Furnish all appraisals required for the project to the **STATE** for review.
7. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
8. Complete a monthly right-of-way status report, ITD-2161, and forward it to the Local Project Coordinator.
9. Before initiating negotiations for any real property required for right-of-way, establish an amount considered to be just compensation, under Idaho law, and make a prompt offer to acquire the property for the full amount established.
10. Make a good faith effort to acquire the real property by negotiation.
11. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all the facts including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
12. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property



Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the **STATE** of any relocations required by the project and authorize the **STATE** to negotiate in its behalf for all relocation assistance and payments, the cost of which will be assumed by the **SPONSOR** at the time of negotiation.

13. To the greatest extent practicable, no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
14. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
15. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the **STATE** an environmental evaluation, which includes cultural resources, and any other documents required by the National Environmental Policy Act.
16. At all required public hearings, furnish all necessary exhibits and provide for a representative of the **SPONSOR** to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the **SPONSOR'S** relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
17. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement **SPONSOR** agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is

used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. **SPONSOR** should contact the **STATE** prior to disposing of any property acquired under this agreement.

18. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
19. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the **STATE** by its Assistant Chief Engineer (Development), and executed for the **SPONSOR** by the Mayor, attested to by the Clerk, with the imprinted Corporate Seal of **City of Coeur d'Alene**.

**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED BY:

\_\_\_\_\_  
Assistant Chief Engineer (Development)

Approved as to form

RECOMMENDED BY:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Roadway Design Engineer

**ATTEST:**

**CITY OF COEUR d'ALENE**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

hm:filename

**Appendix A**  
**Non-Discrimination Agreement for Local Public Agencies**

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full*

*opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

#### Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office- External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and subrecipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).

- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
 Equal Employment Opportunity Office– External Programs  
 EEO Manager  
 PO Box 7129  
 Boise, ID 83707-1129  
 208-334-8852

Federal Highway Administration  
 Idaho Division Office  
 3050 Lakeharbor Lane, Suite 126  
 Boise, ID 83703  
 208-334-9180

**Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
 Appendix A revised: 03-09, 08-10

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part

### Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.



## Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)and)\* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

PLANNING COMMISSION  
STAFF REPORT

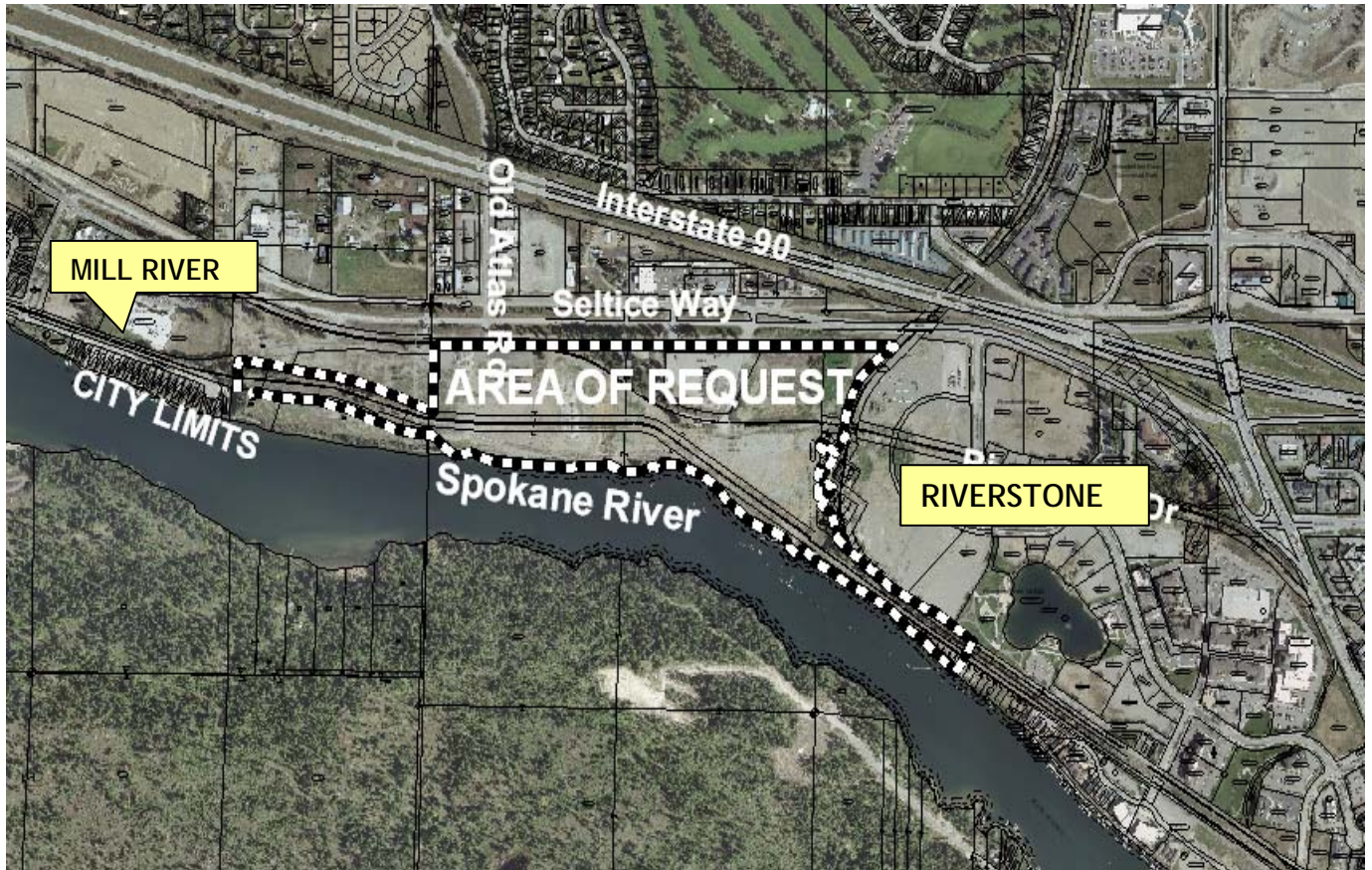
FROM: TAMI A. STROUD, PLANNER  
DATE: April 19, 2011  
SUBJECT: RCA-2-11 – REQUEST TO CONSIDER ANNEXATION  
LOCATION: +/- 61.5 ACRE FORMER STIMSON MILL SITE BETWEEN SELTICE WAY AND  
THE SPOKANE RIVER

**DECISION POINT:**

River's Edge Apartments L.L.C. is requesting approval of a Request to Consider Annexation of the Atlas mill site a +/- 61.5 acre parcel between Seltice Way, the Spokane River, the Mill River development and Riverstone West development.

**GENERAL SITE INFORMATION:**

A. The site



**BASIC LEGAL THRESHOLDS:**

**A. Area of City Impact:**

The area of request is within the Cœur d'Alene Area of City Impact boundary.

**B. Contiguity with City Boundary:**

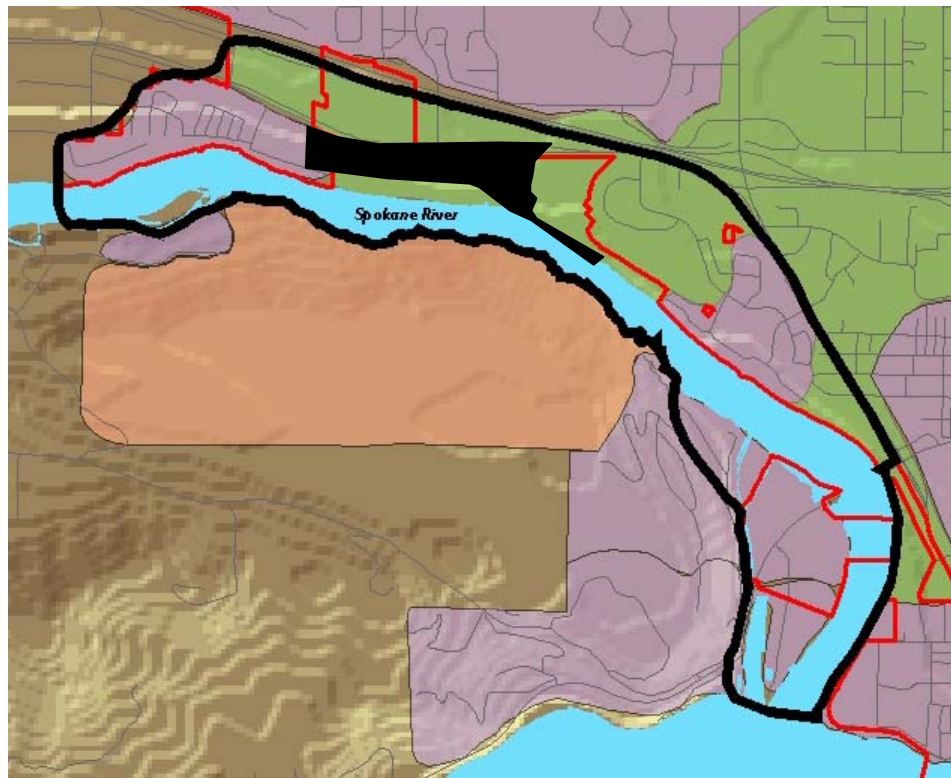
The area of request is adjacent to existing city boundaries on the west, north and east sides of the area of request.

**C. Orderly Growth:**

This request would be a logical extension of the city along the Spokane River filling in a portion of unincorporated area between the Mill River development on the West and the Riverstone West development on the east.

**BASIC PLANNING CONSIDERATIONS:**

**A. 2007 Comprehensive Plan designation - Transition – Spokane River District**



The area of request has a land use designation of Transition and is within the Spokane River District, as follows:

1. **Transition Areas:**

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.

2. **Spokane River District:**

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial, retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

The characteristics of the Spokane River District will be:

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees.

**B. PUBLIC FACILITIES AND SERVICES:**

**Sewer:**

Sewer is available to the site. Ultimate density will be refined if an annexation application is submitted and details will be addressed through the annexation agreement.

**Water:**

The applicant would need to model anticipated total water demands for a property of this size at their expense, to determine if any additional supporting infrastructure would be needed off site.

**Streets:**

The roadway to the north of the subject property is a four (4) lane, median divided highway (US Hwy 10) that is under the jurisdiction of both the City of Coeur d'Alene and the Post Falls Highway District. Access to the site is currently through the intersection of Atlas Road and Seltice Way. Future access and roadway improvements, including signalization of the Atlas/Seltice intersection, will be a component of any annexation agreement that deals with the subject property.

**PROPOSED CONDITIONS:**

TBD

**ACTION ALTERNATIVES:**

The City Council can approve the request, with or without conditions, which would allow the applicant to file a formal application for annexation or deny the request, which would require the applicant to wait one year before filing the same application to consider annexation.

**PLANNING COMMISSION  
STAFF REPORT**

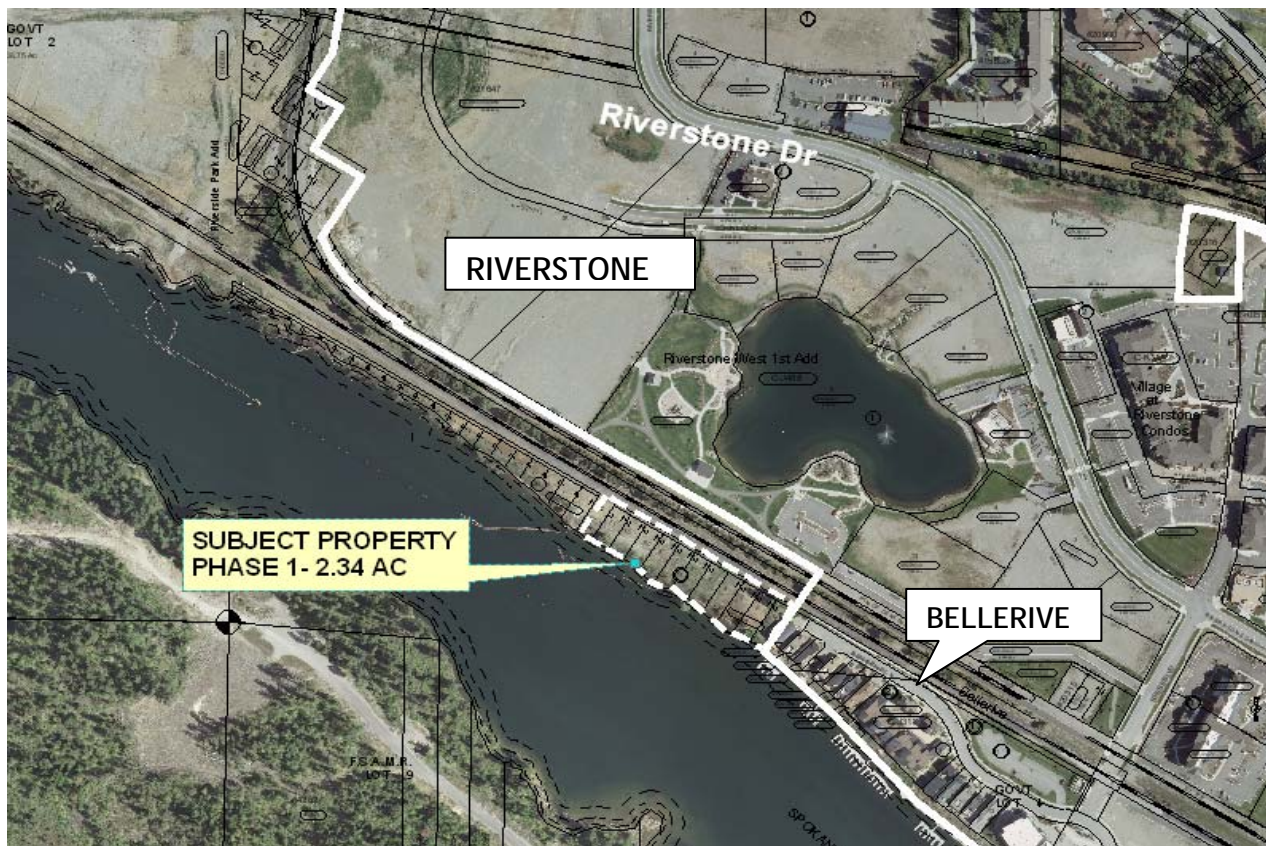
FROM: TAMI A. STROUD, PLANNER  
DATE: April 19, 2011  
SUBJECT: RCA-3-11 – REQUEST TO CONSIDER ANNEXATION  
LOCATION: +/- 2.34. ACRE FORMER STIMSON MILL SITE BETWEEN SELTICE WAY AND  
THE SPOKANE RIVER

**DECISION POINT:**

River's Edge Apartments L.L.C. is requesting approval of a Request to Consider Annexation of the Atlas mill site a +/- 2.34 acre parcel between Seltice Way, the Spokane River, the Mill River development and Riverstone West development.

**GENERAL SITE INFORMATION:**

**A. The site**



**BASIC LEGAL THRESHOLDS:**

**A. Area of City Impact:**

The area of request is within the Cœur d'Alene Area of City Impact boundary.

**B. Contiguity with City Boundary:**

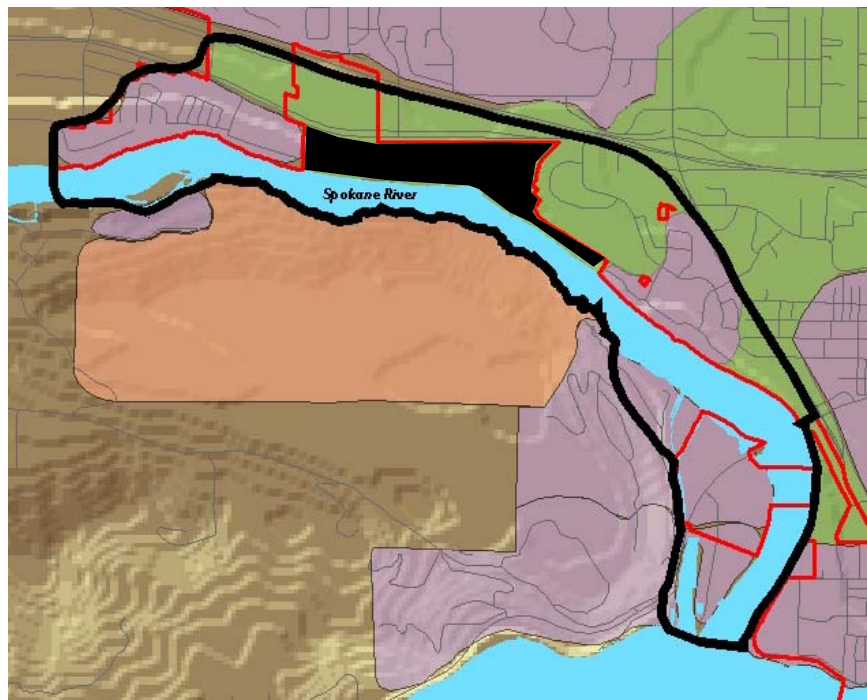
The area of request is adjacent to existing city boundaries on the east side of the area of request.

**Orderly Growth:**

This request would be a logical extension of the city along the Spokane River filling in a portion of unincorporated area between the Mill River development on the West and the Riverstone West development on the east.

**BASIC PLANNING CONSIDERATIONS:**

**A. 2007 Comprehensive Plan designation - Transition – Spokane River District**



The area of request has a land use designation of Transition and is within the Spokane River District, as follows:

1. **Transition Areas:**

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.

2. **Spokane River District:**

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial, retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

The characteristics of the Spokane River District will be:

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees.

**B. PUBLIC FACILITIES AND SERVICES:**

**Sewer:**

The applicant would need to confirm that this parcel will be served by an extension of the sewer main within Bellerive Drive.

**Water:**

The subject property, if annexed separate from the larger parcel, would not need to model flow as it should be adequately supported by existing infrastructure, with extensions provided by the developer.

**Streets:**

The subject property does not have public road access to the site.



**PROPOSED CONDITIONS:**


TBD

**ACTION ALTERNATIVES:**

The City Council can approve the request, with or without conditions, which would allow the applicant to file a formal application for annexation or deny the request, which would require the applicant to wait one year before filing the same application to consider annexation.

# PUBLIC HEARINGS

# CITY COUNCIL STAFF REPORT

**DATE:** April 19, 2011  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** V-11-2, Vacation of Sewer & Water Easements in the Meadow Ranch Subdivision

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## DECISION POINT

The applicant, Active West Development, is requesting the vacation of two utility easements in the Meadow Ranch subdivision that are no longer necessary due to a reconfiguration of the subject development.

## HISTORY

The noted subdivision which was platted in 2008, was originally configured with single family homes along the westerly boundary, and, large remainder parcel that would contain multi-family and condominium lots (attached). The utility easements were placed on the larger remainder parcel for the future development, because no rights-of-way were intended to be constructed.

## PERFORMANCE ANALYSIS

Due to the change in the housing market, and, the success of the development's single family construction, the developer has decided to reconfigure the remainder of the development into a similar product (attached). In order to accomplish that, the noted utility easements will need to be vacated. The vacation of the easements does not create any adverse impact on the City, and the utility lines that will serve the newly configured lots will be placed within new street right-of-ways.

## FINANCIAL ANALYSIS

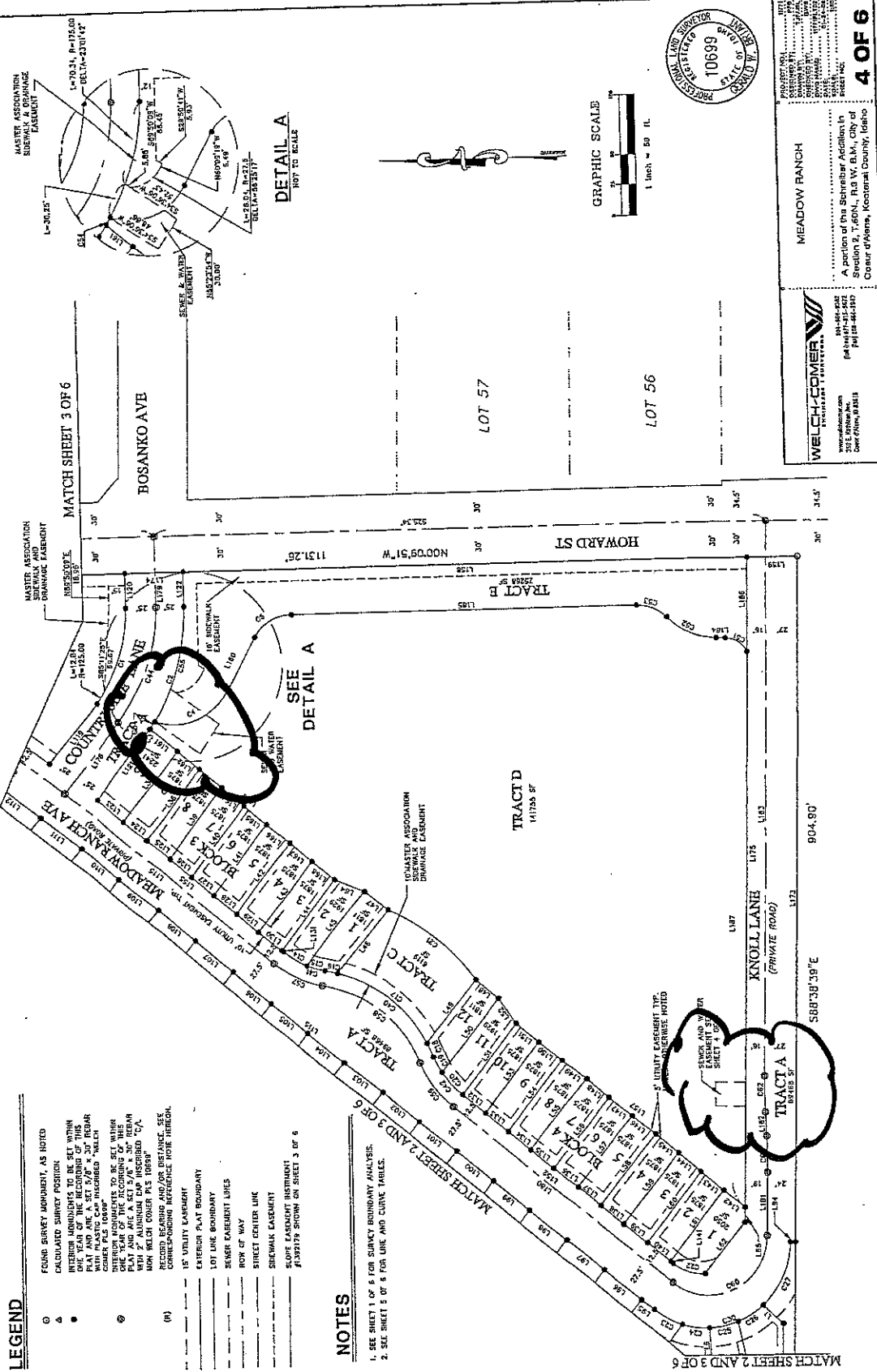
There is no financial impact to the City

## RECOMMENDATION

Recommendation to the City Council would be to approve the vacation of the easements to the applicant which will allow for the continuation of the residential project.

**Meadow Ranch Irrigation**

A PORTION OF SCHREIBER ADDITION LOTS 3 AND 4 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

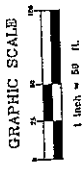
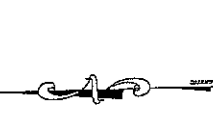


**LEGEND**

- FOUND SURVEY MONUMENT, AS NOTED
- △ CALCULATED SURVEY POSITION
- ◆ INTERIOR MONUMENTS TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAN WITH PLASTIC CAP, INScribed "WELCH COMBER PLUS 10/11/09"
- CORNER PLS TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAN WITH AN ALUMINUM CAP INSCRIBED "CA-MON WELCH CORNER PLUS 10/11/09"
- (M) RECORD BEARING AND/OR DISTANCE. SEE CORRESPONDING REFERENCE ROW HEREON.
- 15' UTILITY EASEMENT
- EXTERIOR PLAT BOUNDARY
- LOT LINE BOUNDARY
- SEWER EASEMENT LINES
- ROW OF WAY
- STREET CENTER LINE
- SEWEMAN EASEMENT
- SLOPE EASEMENT INSTRUMENT PLEASERS SHOWN ON SHEET 3 OF 6

**NOTES**

1. SEE SHEET 1 OF 6 FOR SURVEY BOUNDARY ANALYSIS.
2. SEE SHEET 5 OF 6 FOR LINK AND CURVE TABLES.



**PROFESSIONAL LAND SURVEYOR**  
IDaho State License No. 10699  
DAVID M. WELCH

**WELCH-COMBER**  
1115 EAST 8TH AVENUE  
BOISE, IDAHO 83702  
PH (208) 233-2444

PROJECT NO. 10699  
SUBDIVISION NAME MEADOW RANCH  
CITY OF COEUR D'ALENE  
COUNTY OF KOOTENAI  
STATE OF IDAHO  
DATE OF SURVEY 11/11/09  
DATE OF RECORDING 12/02/09  
SHEET NO. 4 OF 6

**MEADOW RANCH**

A portion of this Survey is shown for Addition to Section 2, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho.

**WELCH-COMBER**  
1115 EAST 8TH AVENUE  
BOISE, IDAHO 83702  
PH (208) 233-2444

PROJECT NO. 10699  
SUBDIVISION NAME MEADOW RANCH  
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DATE OF SURVEY 11/11/09  
DATE OF RECORDING 12/02/09  
SHEET NO. 4 OF 6

# MEADOW RANCH PHASE II

A PLANNED UNIT DEVELOPMENT

Tract D and Tract E of MEADOW RANCH in the Northwest Quarter of Section 2, Township 80 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho

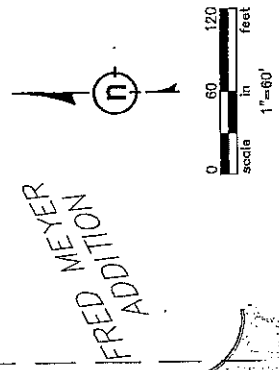
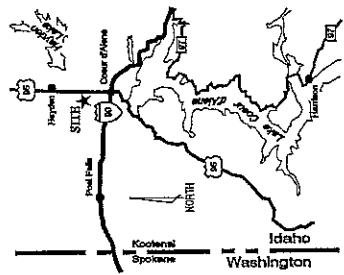
## Legend

- △ = Calculated point (nothing found or set)
- = Found rebar and cap (as noted)
- ⊙ = Found iron pipe (as noted)
- ⊕ = Found aluminum cap (as noted)
- = Set 5/8" rebar marked "42, PLS 12110"
- = Property line
- = Setback line
- = Easement line
- = Boundary line
- = Adjacent property line
- = Right-of-way
- = Fence
- = 1000' contour
- = 5' contour
- = 1' contour
- ▭ = Proposed Clubhouse/Sales Office

- ⊕ = Dry well
- = Culvert end
- ⊕ = Sanitary sewer manhole
- WS = Water service stub
- FW = Fire hydrant
- PI = Post indicator valve
- FM = Frost valve
- WM = Water meter

## Vicinity Map

NOT TO SCALE

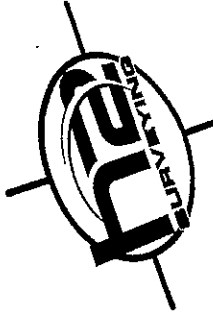


**Record Information**  
 R14 Plat of MEADOW RANCH, Book 8, of Plats,  
 Page 128-128E, records of Kootenai County,  
 Idaho

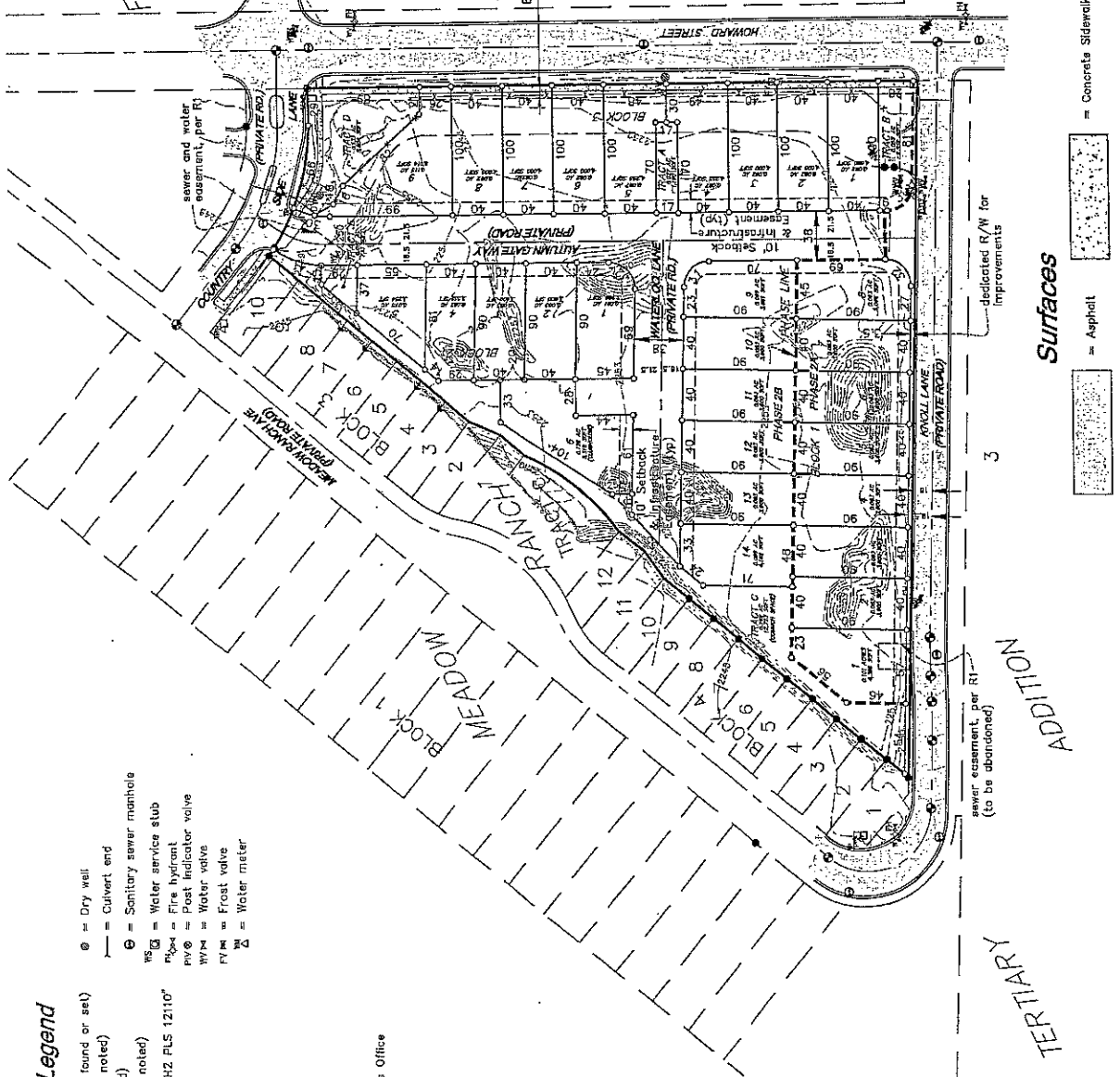
**Surveyor's Note**  
 1. Topography shown herein is from a field  
 survey performed by IZ.  
 2. Vertical datum is NAD83 (county datum).

## Utilities

- Water services to be provided by City of Coeur d'Alene
- Sewer services to be provided by City of Coeur d'Alene



IAN ZIMMERMAN  
 1000 S. 10th Street  
 P.O. Box 172280  
 Boise, Idaho 83717-2819  
 ian@izsurvey.com



## Surfaces

- ▭ = Asphalt
- ▭ = Concrete Sidewalks

dedicated R/W for improvements

sewer easement, per R1 (to be abandoned)

TERTIARY

2

**CITY COUNCIL  
STAFF REPORT**

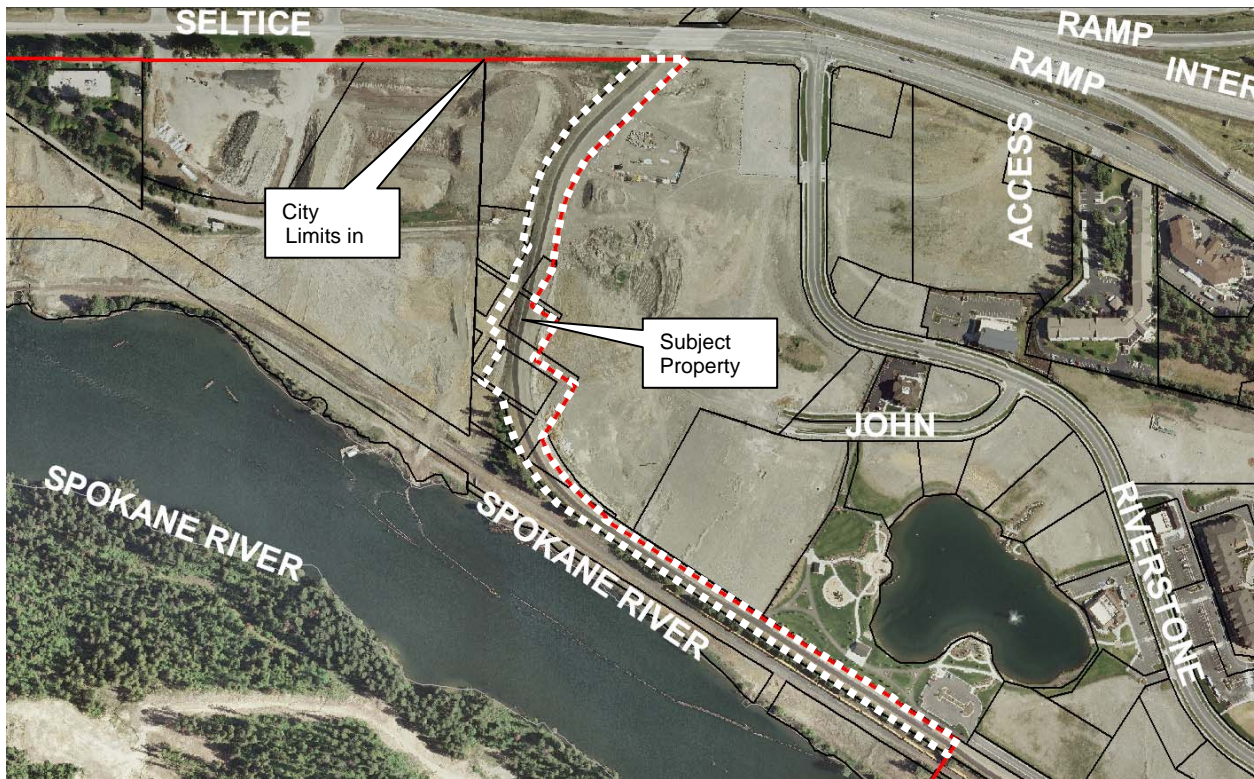
FROM: SEAN E. HOLM, PLANNER  
DATE: APRIL 19, 2011  
SUBJECT: A-2-11 – ZONING IN CONJUNCTION WITH ANNEXATION FROM COUNTY INDUSTRIAL TO CITY C-17  
LOCATION: +/- 6.7 ACRE PARCEL COMMONLY KNOWN AS THE PRAIRIE TRAIL, WEST OF RIVERSTONE, SOUTH OF I-90 FOLLOWING THE CITY LIMITS ADJACENT TO THE SPOKANE RIVER.

**DECISION POINT:**

The City of Coeur d'Alene Parks Department is requesting approval of Zoning in conjunction with Annexation from County Industrial to City C-17 (Commercial at 17 units/acre) for a 6.7+/- acre parcel.

**GENERAL INFORMATION:**

A. Site photo:



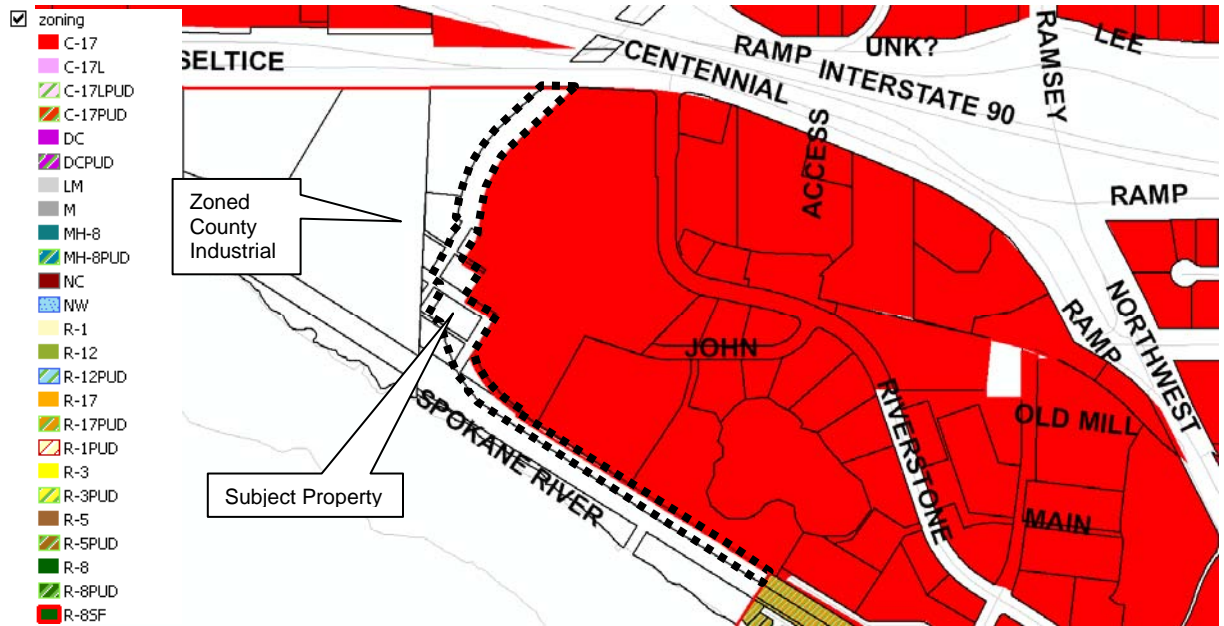
B. Subject property (From Seltice looking SE):



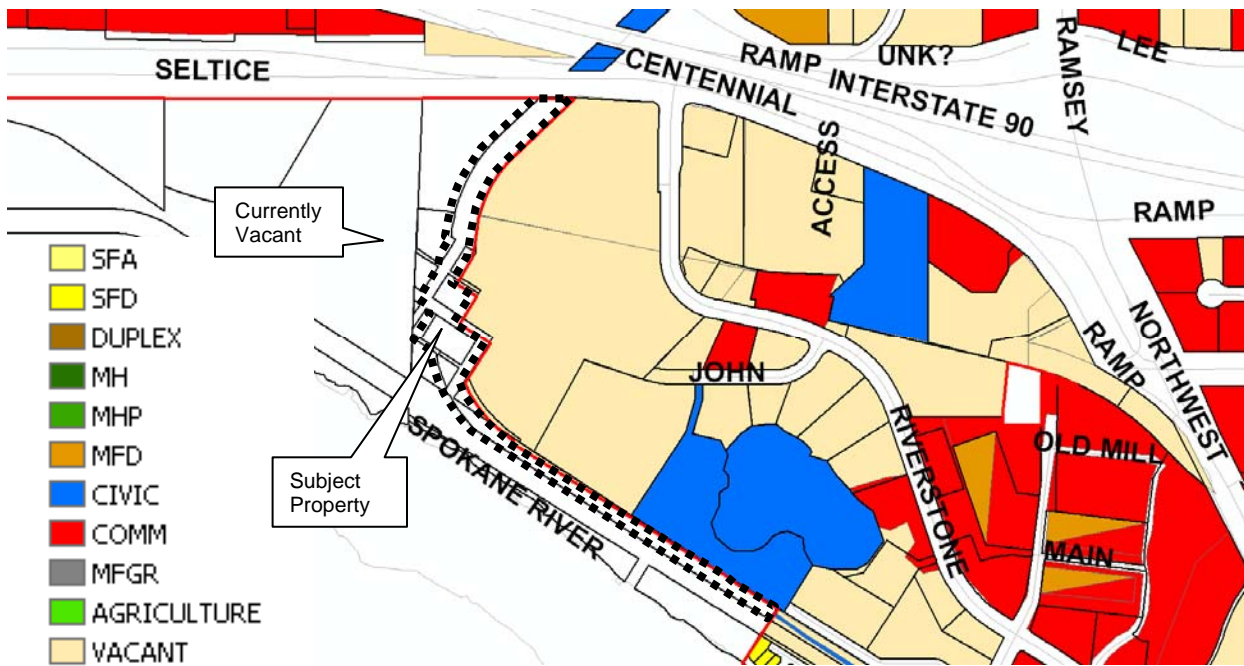
C. Subject property (From Riverstone Park parking lot looking west):



D. Zoning:

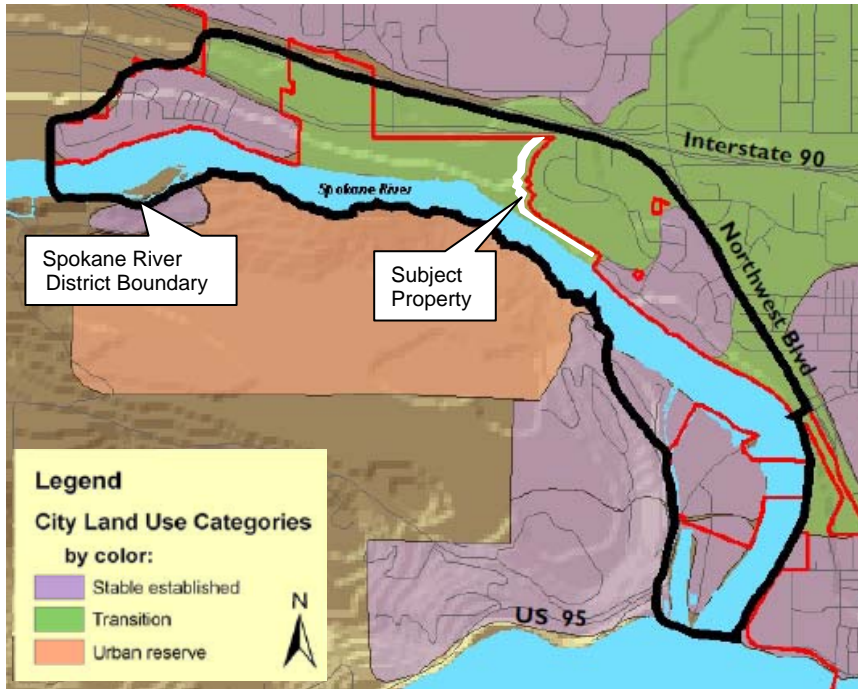


E. Generalized land use:





F. 2007 Comprehensive Plan - Stable Established – Spokane River District:



The Land Use Base Map is made up of three land use categories: *Stable Established, Transition, and Urban Reserve Areas.*

**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.

G. Applicant: City of Coeur d’Alene, Parks Department  
 Owner : North Idaho Centennial Trail Foundation  
 (Charile Miller)  
 105 N. 1<sup>st</sup> St., Suite #100  
 Coeur d’Alene, ID 83814

H. The subject property is a trail (Part of the Centennial trail).

I. Land uses in the area include: A Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land.

J. The Planning Commission approved this request on March 8, 2011

**PERFORMANCE ANALYSIS:**

A. Zoning:

The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.

**PERMITTED USES:**

1. Administrative offices.
2. Agricultural supplies and commodity sales.
3. Automobile and accessory sales.
4. Automobile parking when serving an adjacent business or apartment.
5. Automobile renting.
6. Automobile repair and cleaning.
7. Automotive fleet storage.
8. Automotive parking.
9. Banks and financial institutions.
10. Boarding house.
11. Building maintenance service.
12. Business supply retail sales.
13. Business support service.
14. Childcare facility.
15. Commercial film production.
16. Commercial kennel.
17. Commercial recreation.
18. Communication service.
19. Community assembly.
20. Community education.
21. Community organization.
22. Construction retail sales.
23. Consumer repair service.
24. Convenience sales.
25. Convenience service.
26. Department stores.
27. Duplex housing (as specified by the R-12 district).
28. Essential service.
29. Farm equipment sales.
30. Finished goods wholesale.
31. Food and beverage stores, on/off site consumption.
32. Funeral service.
33. General construction service.
34. Group assembly.
35. Group dwelling - detached housing.
36. Handicapped or minimal care facility.
37. Home furnishing retail sales.
38. Home occupations.
39. Hospitals/healthcare.
40. Hotel/motel.
41. Juvenile offenders facility.
42. Laundry service.
43. Ministorage facilities.
44. Multiple-family housing (as specified by the R-17 district).
45. Neighborhood recreation.
46. Noncommercial kennel.
47. Nursing/convalescent/rest homes for the aged.
48. Personal service establishments.
49. Pocket residential development (as specified by the R-17 district).
50. Professional offices.
51. Public recreation.
52. Rehabilitative facility.
53. Religious assembly.
54. Retail gasoline sales.
55. Single-family detached housing (as specified by the R-8 district).
56. Specialty retail sales.
57. Veterinary office.

**USES ALLOWED BY SPECIAL USE PERMIT:**

- |   |   |
|---|---|
| 1. Adult entertainment sales and service. | 6. Residential density of the R-34 district as specified. |
| 2. Auto camp.                             | 7. Underground bulk liquid fuel storage - wholesale.      |
| 3. Criminal transitional facility.        | 8. Veterinary hospital.                                   |
| 4. Custom manufacturing.                  | 9. Warehouse/storage.                                     |
| 5. Extensive impact.                      | 10. Wireless communication facility.                      |

The zoning pattern (see zoning map on page 3) shows C-17 and R-17PUD in the area near the subject property.

Evaluation: The City Council, based on the information before them, must determine if the C-17 zone is appropriate for this location and setting.

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

1. The portion of the subject property to be annexed is within the Area of City Impact Boundary.
2. The City Comprehensive Plan Map designates the subject property as Stable Established – Spokane River District, as follows:

**Spokane River District Today**

The Spokane River District is in a state of flux from its historic past use as a site of four major waterfront sawmills and other industrial uses. In place of sawmills, recently subdivided property in this area along portions of the shoreline is developing into commercial, luxury residential units, and mixed use structures. Recent subdivisions aside, large ownership patterns ranging from approximately 23 to 160+ acres provide opportunities for large scale master planning.

The Spokane River is now under study by federal and state agencies to determine how the quality of the water may be improved. Through coordination with neighboring communities and working with other agencies, our planning process must include protecting the quality of the water from any degradation that might result from development along the river's shores.

Public infrastructure is not available in some locations and would require extensions from existing main lines.

**Spokane River District Tomorrow**

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

***The characteristics of the Spokane River District will be:***

- \* Various commercial, residential, and mixed uses.
- \* Public access should be provided to the river.
- \* That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.

- \* That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- \* That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- \* The scale and intensity of development will be less than the Downtown Core.
- \* Neighborhood service nodes are encouraged where appropriate.
- \* That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- \* That neighborhoods will retain and include planting of future, large-scale, native variety trees.

## Significant 2007 Comprehensive Plan 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 1.03**

#### Waterfront Development:

Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.

### **Objective 1.05**

#### Vistas:

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

### **Objective 1.09**

#### Parks:

Provide an ample supply of urbanized open space in the form of squares, beaches, greens, and parks whose frequent use is encouraged by placement, design, and access.

### **Objective 1.11**

#### Community Design:

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

### **Objective 1.12**

#### Community Design:

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

### **Objective 1.13**

#### Open Space:

Encourage all participants to make

open space a priority with every development and annexation.

### **Objective 1.16**

#### Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

### **Objective 2.05**

#### Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

### **Objective 2.06**

#### Cooperative Partnerships:

Encourage public/private partnerships to procure open space for the community while enhancing business opportunities.

### **Objective 3.02**

#### Managed Growth:

Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

### **Objective 3.07**

#### Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

### **Objective 3.13**

#### Parks:

Support the development, acquisition, and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.

### **Objective 3.14**

#### Recreation:

Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space,

passive parks, and water access for people and boats.

### **Objective 3.16**

#### Capital Improvements:

Ensure infrastructure and essential services are available for properties in development.

### **Objective 3.17**

#### Transportation:

Support and encourage efforts to provide public transportation within city limits and nearby areas.

### **Objective 3.18**

#### Transportation:

Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.

### **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).

### **Objective 4.04**

#### Transportation:

Support the Kootenai Metropolitan Planning Organization to enhance public transportation.

### **Objective 4.06**

#### Public Participation:

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

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

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

SEWER: Public sewer exists within the subject property.

Evaluation: *Public sewer exists within this property and is known as the Riverside Interceptor. Annexation of this county property has no impacts to this Sanitary Sewer Interceptor but the city should ensure that the public sewer interceptor has a complete recorded easement through this annexation request.*

*-Comments submitted by Don Keil, Assistant Wastewater Superintendent*

WATER: The Prairie Trail annexation in Riverstone should ensure that there is an approved public utility crossing where the Suzanne ROW is planned.

*- Comments submitted by Terry Pickel, Assistant Wastewater Superintendent*

TRAFFIC/STREETS: The area proposed for annexation is abandoned railroad right-of-way that contains the Prairie Trail ped/bike trail, and, is situated at the terminus point of Suzanne Road in the Riverstone West 3<sup>rd</sup> Addition. The City is planning for Suzanne Road to cross the trail "at grade" in the near future when the property to the west (Atlas Mill site) develops, in order to provide connectivity to any residential/commercial development on the site.

Evaluation: *It is recommended that language be included in the annexation ordinance that assures an "at grade" crossing for Suzanne Road to the property to the west of the subject property.*

*- Submitted by Chris Bates, Engineering Project Manager*

FIRE: The Fire Department has no issues with the annexation request.

*-Submitted by Brian Halvorson, Fire Inspector*

**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 is relatively flat with no physical constraints.

Evaluation: *The physical characteristics of the site appear to be suitable for the request at this time.*

**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.**

Evaluation:

The subject property is located along the edge of city limits at Riverstone south of Seltice. The subject property currently serves the public as the Centennial Trail in this location. There are nearby civic uses (Park/lake/river), commercial uses (Restaurants/offices), and vacant land parcels in the area. The requested C-17 zoning would be compatible with the existing uses and the current status of the subject property.

F.

**Items recommended for an Annexation Agreement:**

Conditions are not placed on annexations, but are negotiated as part of any annexation agreement. As that may be, staff has requested the following items be included within the context of an annexation ordinance:

1. That a utility and access easement be procured across the subject property where the Suzanne Road ROW will be built for development to the west in the future.

G.

**Ordinances and Standards Used In Evaluation:**

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

**ACTION ALTERNATIVES:**

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.

**JUSTIFICATION**

Please use this space to state the reason(s) for the requested annexation 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.

The proposed annexation benefits the city by bringing the Prairie Trail into the city limits. The Prairie Trail is open to the public and is maintained by the Parks Department in partnership with the North Idaho Centennial Trail Foundation. The Prairie Trail supports the Comprehensive Plan goals of recreational trails, open space and greenbelts in the city. The property would be used primarily for a recreational trail, park space and open space. The property is currently used as a trail and is compatible with the Riverstone Park and the surrounding developments.

Applicant: City of Coeur d'Alene, Parks Department  
Location: Adjacent to the Riverstone development between Seltice Way and the Spokane River.

Request: A proposed annexation of a +/- 6.3 acre parcel containing the Prairie Trail  
QUASI-JUDICIAL (A-2-11)

Planner Holm presented the staff report, gave the mailing tally as 1 in favor, 0 opposed, and 4 neutral, and answered questions from the Commission.

Commissioner Bowlby inquired if the project was more for housekeeping.

Planner Holm explained that staff felt it was time to annex this portion of the trail into city limits and maintained by the city, if approved.

**Public Testimony open:**

Mike Gridley, applicant representative, 710 Mullan Avenue, explained that this is an existing trail used by the citizens that replaced the old railroad line, and in the future, hopes to replace the existing railroad line going west towards Post Falls.

**Motion by Evans, seconded by Bowlby, to approve Item A-2-11. Motion approved.**

ROLL CALL:

|                       |       |     |
|-----------------------|-------|-----|
| Commissioner Bowlby   | Voted | Aye |
| Commissioner Evans    | Voted | Aye |
| Commissioner Messina  | 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 8, 2011, and there being present a person requesting approval of ITEM A-2-11, a request for zoning prior to annexation from County Industrial to City C-17 (Commercial at 17 units/acre) for a 6.7+/- acre parcel.

APPLICANT: THE CITY OF COEUR D'ALENE PARKS DEPARTMENT

LOCATION: +/- 6.7 ACRE, PARCEL COMMONLY KNOWN AS THE PRAIRIE TRAIL, WEST OF RIVERSTONE, SOUTH OF I-90 FOLLOWING THE CITY LIMITS ADJACENT TO THE SPOKANE RIVER.

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

**(The Planning Commission may adopt Items B1-through7.)**

- B1. That the existing land uses are: A Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on February 19, 2011, 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 29 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 18, 2011, with 5 responses received: 1 in favor, 0 opposed, and 4 neutral.
- B7. That public testimony was heard on March 8, 2011.

B8. That this proposal is in conformance with the 2007 Comprehensive Plan policies as follows: The subject property is located within the Area of City Impact (ACI), is located within the Spokane River District with a Transition designation, along with the following pertinent goals and objectives sited from the Comp Plan:

**Objective 1.16**

**Connectivity:**

*Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.*

**Objective 2.05**

**Pedestrian & Bicycle**

**Environment:**

*Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.*

**Objective 2.06**

**Cooperative Partnerships:**

*Encourage public/private partnerships to procure open space for the community while enhancing business opportunities.*

**Objective 3.13**

**Parks:**

*Support the development, acquisition, and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.*

**Objective 3.14**

**Recreation:**

*Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space, passive parks, and water access for people and boats.*

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the fact that public sewer exits under the trail which is to be used by the public at large.

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

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the trail is at the edge of city limits and serves the public.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of the City of Coeur d'Alene Parks Department for zoning prior to annexation, as described in the application should be approved with a C-17 zone designation.

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

1. That a utility and access easement be procured across the subject property where the Suzanne Road ROW will be built for development to the west in the future.

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

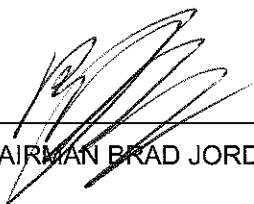
ROLL CALL:

|                       |                   |
|-----------------------|-------------------|
| Commissioner Bowlby   | Voted <b>YES</b>  |
| Commissioner Evans    | Voted <b>YES</b>  |
| Commissioner Luttrupp | Voted <b>YES</b>  |
| Commissioner Messina  | Voted <b>YES</b>  |
| Commissioner Soumas   | Voted <b>*N/A</b> |

|                 |                                |
|-----------------|--------------------------------|
| Chairman Jordan | Voted <b>N/A</b> (tie breaker) |
|-----------------|--------------------------------|

\*Commissioner Soumas 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 19, 2011, and there being present a person requesting approval of ITEM A-2-11, a request for zoning in conjunction with annexation from County Industrial to City C-17 (Commercial at 17 units/acre)

APPLICANT: THE CITY OF COEUR D'ALENE PARKS DEPARTMENT

LOCATION: +/- 6.7 ACRE, PARCEL COMMONLY KNOWN AS THE PRAIRIE TRAIL, WEST OF RIVERSTONE, SOUTH OF I-90 FOLLOWING THE CITY LIMITS ADJACENT TO THE SPOKANE RIVER.

**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: A Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land.
  
- B2. That the Comprehensive Plan Map designation is Stable Established
  
- B3. That the zoning is County Industrial.
  
- B4. That the notice of public hearing was published on April 2, 2011, 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 29 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 1, 2011, and \_\_\_\_\_ responses were received: \_\_\_\_\_ in favor, \_\_\_\_\_ opposed, and \_\_\_\_\_ neutral.
  
- B7. That public testimony was heard on April 19, 2011.

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 **THE CITY OF COEUR D'ALENE, PARKS DEPARTMENT** 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

Date: April 19, 2011  
To: City Council  
From: Planning Department  
Subject: **Item O-1-11 Amendment to Zoning Code** – Pocket Residential Amendment

### **Decision Point**

The City Council is asked to consider the following amendments to the zoning ordinance:

1. Remove the requirement for Pocket Residential 1 ½ acre in size and over to be required to go through the Planned Unit Development process unless the development is to be subdivided.
2. Clarify the minimum lot sizes allowed within Pocket Residential developments.
3. Clarify that setbacks other than the site perimeter of a Pocket Residential development is 0 feet

### **History**

With the assistance of consultant Mark Hinshaw, in 2007 the City adopted an update and re-working of the Cluster Housing regulations called Pocket Residential.

Pocket Residential is an allowed housing type in the R-8, R-12, R-17 and commercial zoning districts. The Pocket Residential purpose is to:

- Encourage greater efficiency of land use by allowing compact infill development on aggregate sites.
- Stimulate new housing that is compatible in scale and character to established surrounding residential areas.
- Produce a broader range of building forms for residential development.
- Expand opportunities for home ownership, including both condominium and fee simple.
- Ensure that residents of such housing enjoy a high quality environment, with permanence, stability and access to green space.

Since adoption, we have determined that some clarification of some of the language should take place to ensure that the original intent is met. The proposed amendments do not change how the setbacks or minimum lot sizes have been applied to these projects, they clarify that application.

In addition, we have determined that the requirement for Pocket Residential projects 1 ½ acre in size and over to go through the PUD (Planned Unit Development) process to be burdensome and unnecessary for the majority of these projects.

The original idea of the PUD requirement was to have a mechanism to address larger developments that might wish to have private streets as access to subdivided lots. The problem is that pocket residential developments typically require no change from the standard zoning development standards and do not need the modifications that a PUD is intended to allow. In fact, many projects propose no subdivision at all and a PUD process adds additional time and expense.

Although a PUD can address private streets, in the case of pocket residential subdivision, the subdivision approval process can address the street standards in a more efficient way. Establishing that pocket residential projects five acres and greater that intend to be subdivided be required to go through the PUD process provides for greater review of larger projects while reducing unnecessary hurdles for the smaller size projects that these regulations were intended to address.

**Financial Analysis**

There is no significant financial impact associated with the proposed amendments.

**Performance Analysis**

The proposed amendment is consistent with Comprehensive Plan policies including 51A1, 5, 63D1, 64D16, 65.

**Quality of Life Analysis**

The amendment will provide a streamlining of services to the property owners without reducing any standards of development.

**Decision Point Recommendation**

The Planning Commission recommended approval of the proposed amendments.



1. Applicant: City of Coeur d'Alene  
Request: Amendments to Pocket Housing  
LEGISLATIVE (0-1-11)

Planning Director Yadon presented a PowerPoint presentation and answered questions from the Commission.

Commissioner Bowlby inquired how the minimum lot size and height requirement is determined.

Planning Director Yadon explained that minimum lot size and height requirements are established by the zoning on the lot.

Planning Director Yadon continued with his presentation and noted a change not addressed in the staff report. He explained staff felt a 1-1/2 acre parcel is too small to require a PUD, so staff raised the number to 5 acres. He stated that if the commission felt this number appropriate, he would make that a recommendation when this item goes to council.

Peggy Harris commented that she would like a definition of pocket housing.

Planning Director Yadon stated that pocket housing is allowed housing in the R-8, R-12, R-17 and commercial zoning districts intended for developers to use as a tool for creative housing, using specific deviations. He added that if Ms. Harris had other questions that he would be available after the hearing for further questions.

**Motion by Bowlby, seconded by Messina, to approve Item 0-1-11. Motion approved.**

COUNCIL BILL NO. 11-1004  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.07.1010 TO CLARIFY SET BACK AND LOT SIZE REQUIREMENTS FOR POCKET RESIDENTIAL DEVELOPMENTS AND TO INCREASE THE SIZE OF POCKET RESIDENTIAL DEVELOPMENTS THAT CAN BE APPROVED WITHOUT A PUD; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 17.07.1010 is amended to read as follows:*

**17.07.1010: BASIC DEVELOPMENT STANDARDS:**

- A. Maximum Building Height: The maximum height of principal structures within a pocket residential development is thirty two feet (32').
- B. Maximum Site ~~Lot~~ Coverage: A pocket residential development may cover no more than fifty percent (50%) of the ~~lot~~ site.
- C. Site Setbacks:
  - 1. Front Yard: The front yard requirement for the site shall be twenty feet (20').
  - 2. Side Yard, Adjacent To Other Residentially Zoned Property: If the side yard of the site is adjacent to other residentially zoned property the side yard shall be ten feet (10').
  - 3. ~~Side Yard, Interior To Site: If platted, the side yard, interior to the site, may be zero.~~
  - 4. Side Yard, Street: The street side yard requirement shall be ten feet (10').
  - 45. Rear Yard: Fifteen feet (15').
- D. Minimum ~~And Maximum~~ Site Size:

4. The minimum site size for a pocket residential development is as follows:

a. R-8 zone: Sixteen thousand five hundred (16,500) square feet.

b. R-12 zone: Ten thousand five hundred (10,500) square feet.

c. R-17, C-17L, and C-17 zones: Seven thousand five hundred (7,500) square feet.

2. Pocket residential developments over 4.5 acres must be approved as a planned unit development if the development is to be subdivided.

E. Density: The density in a pocket residential development is limited to that allowed in the appropriate zoning district on a site of the same size.

F. Frontage: Frontage on a public street is not required for lots in a pocket housing development provided that the planning and zoning commission determines through the subdivision process that the development provides for adequate access to the lot via easements, shared driveways or other means.

G. Parking: The amount of required parking for a pocket residential development is:

1. One stall for each one bedroom dwelling.

2. Two (2) stalls for each dwelling having two (2) or more bedrooms.

H. Usable Open Space: Pocket residential developments must provide usable open space for residents. Such space may be either in a common, shared form or associated with individual units. The minimum required amount is three hundred (300) square feet per dwelling unit. The open space must be at least fifteen feet (15') wide at the narrowest dimension and must be planted with grass and one tree (minimum of 2 inch caliper) for each three hundred (300) square feet of open space. Hard surfaced patios or decks may occupy up to one-half ( $\frac{1}{2}$ ) of the required area.

I. Lot Size: There is no minimum lot size within a pocket residential development.

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 4.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 19<sup>th</sup> day of April, 2011.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending M.C. Section 17.07.1010  
Pocket Residential Development – Basic Development Standards

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.07.1010 TO CLARIFY SET BACK AND LOT SIZE REQUIREMENTS FOR POCKET RESIDENTIAL DEVELOPMENTS AND TO INCREASE THE SIZE OF POCKET RESIDENTIAL DEVELOPMENTS THAT CAN BE APPROVED WITHOUT A PUD; 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.

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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. \_\_\_\_\_, Amending M.C. Section 17.07.1010 Pocket Residential Development – Basic Development Standards, 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 19<sup>th</sup> day of April, 2011.

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Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**April 11, 2011**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Al Hassell  
Council Member Woody McEvers  
Council Member Deanna Goodlander

**STAFF PRESENT**

Jon Ingalls, Deputy City Admin.  
Amy Ferguson, Executive Assistant  
Sid Fredrickson, WW Superintendent  
Dave Shults, Capital Program Manager  
Warren Wilson, Deputy City Attorney

**Item 1            Change Order #1 for WWTP Secondary Clarifier #2 Coating Replacement**  
**Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for council approval of finalizing Change Order #1, for a decreased cost of \$22,189 to the City's agreement with CMEC, Inc., for a total final construction contract amount of \$174,507.

Mr. Shults explained in his staff report that CMEC was awarded the contract for refurbishing the coating on the metal components of Secondary Clarifier #2 in November 2010. CMEC's bid price includes a bid item for unanticipated work. Planning for the refurbishment work anticipated that an unknown quantity of concrete repair and metal joint caulking would be required, but could not be specified until the tank was emptied and coating preparation work was accomplished. Only \$14,871 of the unanticipated work bid item of \$37,060 was used, resulting in this Change Order #1 decrease in the overall coating project cost of \$22,189. Mr. Shults noted that the work is completed, and this finalizing change order establishes the final construction contract amount to be paid. The total project cost is \$219,846.

Councilman Hassell asked about the life of the new coating. Mr. Shults said that they have not been able to get a flat guarantee, but thinks that the coatings will last 10 to 15 years maximum. They are using the best industrial coatings. The repair work has needed to be done during the winter so that the clarifier can be taken off line during low flows. The winter construction drives the price up but it is the only way they can do it.

**MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution #11-013 approving Change Order #1, for a decreased cost of \$22,189 to the City's agreement with CMEC, Inc., for a total final construction contract amount of \$174,507. Motion carried.**

**Item 2            Change Order #5 for WWTP Phase 5B Construction**  
**Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for Council approval of Change Order #5, for an increased cost of \$99,836 to the City's agreement with Contractor's Northwest, Inc. for a total construction contract amount of \$11,029,671.



Mr. Shults reviewed the structures that would be completed in the Phase 5B project. Mr. Shults explained in his staff report that construction of the Phase 5B project improvements is approximately 70 percent complete. Change Order #5 includes several changes to the plans and specifications that were made by project consultant, HDR Engineering and city staff. The fourteen items of the change order include six items that added features to improve functionality, safety, operation, and maintenance; two items that added security surveillance equipment and blinds requested by city staff; two items that were necessary to correct design issues for which HDR will partially reimburse the city; two items that provide credits for less costly features; and two items that were necessary to adjust for installation of city-supplied equipment. HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary. The total project cost so far is \$13,244,583.

Mr. Shults noted in his staff report that the change orders to date are within reason (3.7%) and the project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. Many of the change items result in improvements for better operations and maintenance. The change order items on the project are typical of a project of this complexity, the project is progressing on schedule, and the cost of construction is \$670,000 less than the originally anticipated cost for the project.

Mr. Shults commented that he believes this phase will be completed in November of 2011. They are currently operating the plant without any problems associated with this project. The planned switchover will affect the functionality of the plant only if they have major problems, but they don't anticipate any.

Councilman McEvers asked about the cost for changes to the Operations Control Electrical Room. Mr. Shults explained that they needed to move some electrical equipment and water piping and also needed to enclose some things, which adds to the functionality and integrity of the electrical equipment in that room.

Councilman McEvers also commented on the Administration Building office doors change, and expressed appreciation to the engineer for covering the cost of that change. He also questioned the cost for cameras in the amount of \$14,000. Mr. Shults explained that they have a fairly significant operation and opted not to go with inexpensive cameras. Their lobby and restrooms are somewhat open to the public and they felt they needed an extra security camera for that area. The \$14,000 also includes redirecting where they put some of the other cameras and electrical conduit work, and a system for monitoring the two automatic gates. The change order includes some electronic and programming enhancements.

**MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution #11-013, authorizing approval of Change Order #5, for an increased cost of \$99,836 to the City's agreement with Contractor's Northwest, Inc., for a total construction contract amount of \$11,029,671. Motion carried.**

The meeting adjourned at 4:18 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**CITY OF COEUR D'ALENE**  
**Treasurer's Report of Cash and Investment Transactions**

| FUND   | BALANCE<br>2/28/2011 | RECEIPTS           | DISBURSE-<br>MENTS | BALANCE<br>3/31/2011 |
|--|----------------------|--------------------|--------------------|----------------------|
| <u>General-Designated</u>                    | \$474,682            | \$19,934           | \$40,110           | \$454,506            |
| <u>General-Undesignated</u>                  | 7,816,464            | 3,466,938          | 5,146,034          | 6,137,368            |
| <u>Special Revenue:</u>                      |                      |                    |                    |                      |
| Library                                      | 264,097              | 18,329             | 101,312            | 181,114              |
| CDBG   | (10,211)             | 477,452            | 467,249            | (8)                  |
| Cemetery                                     | 32,958               | 16,598             | 14,187             | 35,369               |
| Parks Capital Improvements                   | 283,888              | 40,826             | 152,492            | 172,222              |
| Impact Fees                                  | 1,986,100            | 19,793             |                    | 2,005,893            |
| Annexation Fees                              | 132,412              | 31                 |                    | 132,443              |
| Insurance                                    | 1,742,372            | 470,793            | 854,001            | 1,359,164            |
| Cemetery P/C                                 | 1,796,792            | 4,230              | 2,220              | 1,798,802            |
| Jewett House                                 | 15,915               | 842                | 1,679              | 15,078               |
| KCATT  | 3,417                | 1                  |                    | 3,418                |
| Reforestation                                | 10,535               | 153                |                    | 10,688               |
| Street Trees                                 | 182,735              | 3,343              | 334                | 185,744              |
| Community Canopy                             | 120                  | 775                | 207                | 688                  |
| CdA Arts Commission                          | 184                  |                    |                    | 184                  |
| Public Art Fund                              | 96,111               | 23                 |                    | 96,134               |
| Public Art Fund - LCDC                       | 387,359              | 91                 |                    | 387,450              |
| Public Art Fund - Maintenance                | 139,576              | 33                 | 206                | 139,403              |
| KMPO - Kootenai Metro Planning Org           | 2,844                | 44,621             | 24,196             | 23,269               |
| <u>Debt Service:</u>                         |                      |                    |                    |                      |
| 2000, 2002 & 2006 G.O. Bonds                 | 810,492              | 11,390             |                    | 821,882              |
| LID Guarantee                                | 89,419               | 189                |                    | 89,608               |
| LID 124 Northshire/Queen Anne/Indian Meadows | 340                  |                    |                    | 340                  |
| LID 127 Fairway / Howard Francis             | 7,876                | 164                |                    | 8,040                |
| LID 129 Septic Tank Abatement                | 9,573                | 516                |                    | 10,089               |
| LID 130 Lakeside / Ramsey / Industrial Park  | 3,121                |                    |                    | 3,121                |
| LID 146 Northwest Boulevard                  | 106,659              | 3,707              |                    | 110,366              |
| <u>Capital Projects:</u>                     |                      |                    |                    |                      |
| Street Projects                              | 83,745               | 158,803            | 203,658            | 38,890               |
| 2006 GO Bond Capital Projects                | -                    |                    |                    | -                    |
| <u>Enterprise:</u>                           |                      |                    |                    |                      |
| Street Lights                                | 42,681               | 45,282             | 32,245             | 55,718               |
| Water  | 1,216,019            | 228,608            | 351,829            | 1,092,798            |
| Water Capitalization Fees                    | 1,134,792            | 21,836             |                    | 1,156,628            |
| Wastewater                                   | 8,050,467            | 1,506,431          | 1,414,953          | 8,141,945            |
| Wastewater-Reserved                          | 1,148,796            | 27,500             |                    | 1,176,296            |
| WWTP Capitalization Fees                     | 407,012              | 33,785             |                    | 440,797              |
| WW Property Mgmt                             | 60,668               |                    |                    | 60,668               |
| Sanitation                                   | (192,201)            | 265,785            | 283,093            | (209,509)            |
| Public Parking                               | 680,560              | 15,655             | 21,060             | 675,155              |
| Stormwater Mgmt                              | 463,702              | 120,302            | 110,687            | 473,317              |
| Wastewater Debt Service                      | 593                  |                    |                    | 593                  |
| <u>Fiduciary Funds:</u>                      |                      |                    |                    |                      |
| Kootenai County Solid Waste Billing          | 171,531              | 173,302            | 171,531            | 173,302              |
| LID Advance Payments                         | 457                  |                    |                    | 457                  |
| Police Retirement                            | 1,377,635            | 21,021             | 15,962             | 1,382,694            |
| Sales Tax                                    | 1,224                | 1,687              | 1,224              | 1,687                |
| BID  | 141,062              | 3,366              |                    | 144,428              |
| Homeless Trust Fund                          | 441                  | 523                | 441                | 523                  |
| <b>GRAND TOTAL</b>                           | <b>\$31,175,014</b>  | <b>\$7,224,658</b> | <b>\$9,410,910</b> | <b>\$28,988,762</b>  |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SIX MONTHS ENDED  
 31-Mar-2011

| FUND OR<br>DEPARTMENT  | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>3/31/2011 | PERCENT<br>EXPENDED |
|------------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council          | Personnel Services     | \$198,652         | \$96,116                | 48%                 |
|                        | Services/Supplies      | 11,050            | 1,874                   | 17%                 |
| Administration         | Personnel Services     | 501,014           | 246,363                 | 49%                 |
|                        | Services/Supplies      | 5,400             | 1,984                   | 37%                 |
| Finance                | Personnel Services     | 589,909           | 290,364                 | 49%                 |
|                        | Services/Supplies      | 95,640            | 46,744                  | 49%                 |
| Municipal Services     | Personnel Services     | 839,218           | 413,988                 | 49%                 |
|                        | Services/Supplies      | 434,031           | 241,506                 | 56%                 |
|                        | Capital Outlay         | 14,000            | 13,979                  | 100%                |
| Human Resources        | Personnel Services     | 208,728           | 104,567                 | 50%                 |
|                        | Services/Supplies      | 32,000            | 10,794                  | 34%                 |
| Legal                  | Personnel Services     | 1,281,435         | 634,902                 | 50%                 |
|                        | Services/Supplies      | 92,227            | 37,632                  | 41%                 |
|                        | Capital Outlay         |                   |                         |                     |
| Planning               | Personnel Services     | 471,884           | 249,962                 | 53%                 |
|                        | Services/Supplies      | 25,900            | 3,345                   | 13%                 |
| Building Maintenance   | Personnel Services     | 279,307           | 143,804                 | 51%                 |
|                        | Services/Supplies      | 126,975           | 63,023                  | 50%                 |
|                        | Capital Outlay         |                   | 453,534                 |                     |
| Police                 | Personnel Services     | 8,439,040         | 4,197,328               | 50%                 |
|                        | Services/Supplies      | 729,980           | 257,656                 | 35%                 |
|                        | Capital Outlay         | 227,577           | 124,680                 | 55%                 |
| Fire                   | Personnel Services     | 6,733,244         | 3,433,302               | 51%                 |
|                        | Services/Supplies      | 368,777           | 125,337                 | 34%                 |
| General Government     | Services/Supplies      | 185,750           | 185,792                 | 100%                |
|                        | Capital Outlay         |                   | 450,149                 |                     |
| Byrne Grant (Federal)  | Personnel Services     | 143,677           | 68,198                  | 47%                 |
|                        | Services/Supplies      | 261,369           | 131,309                 | 50%                 |
| COPS Grant             | Personnel Services     | 219,250           | 88,807                  | 41%                 |
|                        | Services/Supplies      |                   |                         |                     |
| CdA Drug Task Force    | Services/Supplies      | 36,700            | 9,005                   | 25%                 |
|                        | Capital Outlay         |                   |                         |                     |
| Streets                | Personnel Services     | 1,647,053         | 810,228                 | 49%                 |
|                        | Services/Supplies      | 445,200           | 247,380                 | 56%                 |
| ADA Sidewalk Abatement | Personnel Services     | 171,317           | 62,570                  | 37%                 |
|                        | Services/Supplies      | 43,300            | 1,849                   | 4%                  |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SIX MONTHS ENDED  
 31-Mar-2011

| FUND OR<br>DEPARTMENT      | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>3/31/2011 | PERCENT<br>EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Engineering Services       | Personnel Services     | 433,372           | 215,156                 | 50%                 |
|                            | Services/Supplies      | 728,050           | 87,819                  | 12%                 |
|                            | Capital Outlay         |                   |                         |                     |
| Parks                      | Personnel Services     | 1,218,463         | 500,466                 | 41%                 |
|                            | Services/Supplies      | 419,804           | 83,401                  | 20%                 |
| Recreation                 | Personnel Services     | 619,261           | 258,303                 | 42%                 |
|                            | Services/Supplies      | 136,250           | 52,644                  | 39%                 |
| Building Inspection        | Personnel Services     | 740,176           | 381,324                 | 52%                 |
|                            | Services/Supplies      | 24,350            | 8,147                   | 33%                 |
| Total General Fund         |                        | <u>29,179,330</u> | <u>14,835,331</u>       | <u>51%</u>          |
| Library                    | Personnel Services     | 987,120           | 464,869                 | 47%                 |
|                            | Services/Supplies      | 163,900           | 81,011                  | 49%                 |
|                            | Capital Outlay         | 80,000            | 33,788                  | 42%                 |
| CDBG                       | Services/Supplies      | 336,745           | 79,560                  | 24%                 |
| Cemetery                   | Personnel Services     | 187,258           | 61,428                  | 33%                 |
|                            | Services/Supplies      | 84,050            | 34,190                  | 41%                 |
|                            | Capital Outlay         |                   |                         |                     |
| Impact Fees                | Services/Supplies      | 583,000           |                         |                     |
| Annexation Fees            | Services/Supplies      |                   |                         |                     |
| Parks Capital Improvements | Capital Outlay         | 205,000           | 166,985                 | 81%                 |
| Insurance                  | Services/Supplies      | 206,925           | 521,973                 | 252%                |
| Cemetery Perpetual Care    | Services/Supplies      | 98,500            | 40,480                  | 41%                 |
| Jewett House               | Services/Supplies      | 17,050            | 6,706                   | 39%                 |
| Reforestation              | Services/Supplies      | 2,500             | 40,886                  | 1635%               |
| Street Trees               | Services/Supplies      | 57,000            | 22,914                  | 40%                 |
| Community Canopy           | Services/Supplies      | 1,200             | 999                     | 83%                 |
| CdA Arts Commission        | Services/Supplies      | 6,450             | 30                      | 0%                  |
| Public Art Fund            | Services/Supplies      | 80,300            | 2,752                   | 3%                  |
| KMPO                       | Services/Supplies      | 650,000           | 63,247                  | 10%                 |
| Total Special Revenue      |                        | <u>3,746,998</u>  | <u>1,621,818</u>        | <u>43%</u>          |
| Debt Service Fund          |                        | <u>1,668,878</u>  | <u>489,235</u>          | <u>29%</u>          |

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
SIX MONTHS ENDED  
31-Mar-2011

| FUND OR<br>DEPARTMENT             | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>3/31/2011 | PERCENT<br>EXPENDED |
|-----------------------------------|------------------------|-------------------|-------------------------|---------------------|
| Kathleen & Howard signal          | Capital Outlay         |                   | 91                      |                     |
| Govt Way - Dalton to Hanley       | Capital Outlay         | 4,100,000         | 1,174,170               | 29%                 |
| Govt Way - Hanley to Prairie      | Capital Outlay         | 2,950,000         |                         |                     |
| Govt Way - sewer & water LID      | Capital Outlay         | 275,000           |                         |                     |
| Howard Street - North             | Capital Outlay         |                   | 151,421                 |                     |
| 15th Street - Lunceford to Dalton | Capital Outlay         | 528,000           | 35,986                  | 7%                  |
| 15th St & Harrison signal         | Capital Outlay         |                   | 16,256                  |                     |
| Intersection of Hanley & US95     | Capital Outlay         |                   | 2,687                   |                     |
| Total Capital Projects Funds      |                        | 7,853,000         | 1,380,611               | 18%                 |
| Street Lights                     | Services/Supplies      | 591,321           | 240,935                 | 41%                 |
| Water                             | Personnel Services     | 1,454,865         | 714,048                 | 49%                 |
|                                   | Services/Supplies      | 3,736,407         | 631,010                 | 17%                 |
|                                   | Capital Outlay         | 1,733,500         | 366,207                 | 21%                 |
| Water Capitalization Fees         | Services/Supplies      | 850,000           |                         |                     |
| Wastewater                        | Personnel Services     | 2,162,045         | 1,042,270               | 48%                 |
|                                   | Services/Supplies      | 5,388,738         | 826,877                 | 15%                 |
|                                   | Capital Outlay         | 9,875,500         | 5,302,686               | 54%                 |
|                                   | Debt Service           | 1,489,110         | 581,900                 | 39%                 |
| WW Capitalization                 | Services/Supplies      | 752,580           |                         |                     |
| Sanitation                        | Services/Supplies      | 3,118,772         | 1,562,610               | 50%                 |
| Public Parking                    | Services/Supplies      | 176,957           | 95,283                  | 54%                 |
|                                   | Capital Outlay         |                   |                         |                     |
| Stormwater Mgmt                   | Personnel Services     | 417,723           | 212,715                 | 51%                 |
|                                   | Services/Supplies      | 650,737           | 212,532                 | 33%                 |
|                                   | Capital Outlay         | 505,000           | 32,705                  | 6%                  |
| Total Enterprise Funds            |                        | 32,903,255        | 11,821,778              | 36%                 |
| Kootenai County Solid Waste       |                        | 2,200,000         | 898,528                 | 41%                 |
| Police Retirement                 |                        | 213,500           | 97,581                  | 46%                 |
| Business Improvement District     |                        | 142,000           | 60,200                  | 42%                 |
| Homeless Trust Fund               |                        | 6,500             | 2,497                   | 38%                 |
| Total Fiduciary Funds             |                        | 2,562,000         | 1,058,806               | 41%                 |
| TOTALS:                           |                        | \$77,913,461      | \$31,207,579            | 40%                 |