

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 10/10/17

Date of meeting 10/18/17

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

MIKE BURNACH

Address: 437 TUDOR TRAIL SANDPOINT ID

Phone number and email address: 208-255-8371 MIKE@BURNACH CONSTRUCTION.COM

Authorized by: RYAN LUTTMANN name of City official [Signature] City official's signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: PERMANENT ENCROACHMENT FOR SIDING & WINDOW AWNINGS.

Summary of what is being requested: NEW SIDING WILL PROJECT APPROX. 5" OVER SIDEWALK. ALSO STEEL AWNINGS THAT PROJECT 3'-6" OVER SIDEWALK, MINIMUM HEIGHT ABOVE SIDEWALK WILL BE 8'.

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? Yes or No [] [X] If yes, in what way?

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action: IHD Have they been contacted? Yes or No

3. Is there a need for a general public information or public involvement plan? Yes or No [] [X] If yes, please specify and suggest a method to accomplish the plan:

4. Is an enforcement plan needed? Yes or No [] [X] Additional funds needed? Yes or No [] [X] 5. Have all the affected departments been informed about this agenda item? Yes or No [X] []

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

Memo

To: City Council
From: Don Carter, Public Works Dept.
CC: Mayor Rognstad
Date: 10/12/2017
Re: Permanent Encroachment for Litehouse Foods

Description/Background:

Mike Burnach, representing Litehouse Foods is requesting an Encroachment permit to install new siding and Window Awnings on a building located at 125 South Second Avenue (Litehouse Blue Cheese Factory).

The building is built right on the property line/right of way line along Lake Street and Second Avenue. They propose to install Horizontal metal siding along with a decorative “belly band” that will project approximately 5 inches over the right of way. And install steel window awnings over the two windows on Lake Street that will project 3’6” over the right of way and will have a minimum of 8 ‘ of clearance to the sidewalk.

Litehouse Foods has an existing Permanent Encroachment for a loading dock on the Lake St side.

Staff Recommendation:

The Public Works Department recommends that City Council approve this request.

Approval would be consistent with previous requests and approval for other businesses like Pend Oreille Winery Building on Cedar St, Hydra Restaurant on Lake St, Pack River Building on Cedar St. and a number of buildings located on First Avenue.

The planters and chairs shown on the plans will be covered under a Sidewalk Café Encroachment Permit.

Oct 9, 2017

To Whom it may concern,

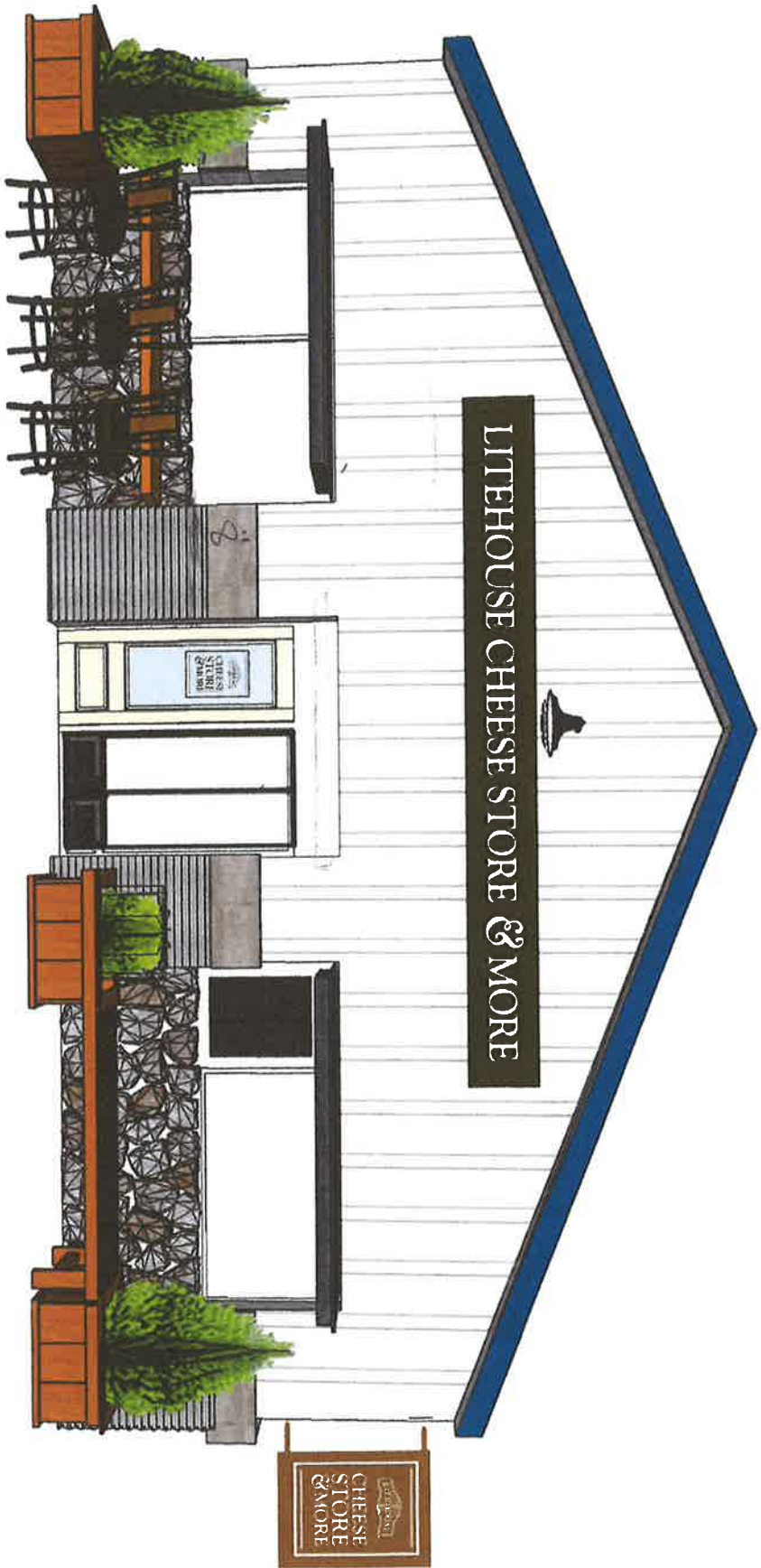
L. Lohrke is proposing to mod. by the exterior building, 125 S 2nd, to include replacing the siding (per plan).

The building encroaches with the property line of the City of Sandpoint. If the building encroaches on city property, it would be no more than 5".

L. Lohrke would like to move forward with this improvement as soon as possible. Please schedule this request for council review.

Wade Burman

255-8371



50'

50'



620539

ENCROACHMENT PERMIT

The City of Sandpoint, Bonner County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," hereby grants permission to Litehouse, an Idaho corporation with its principal place of business at 125 South Second, Sandpoint, Idaho, hereinafter referred to as the "Permittee," to encroach the in public right-of-way by installing a loading dock and underground storage tank in the public right of way located at 125 South Second Street, Sandpoint, Bonner County, Idaho as set forth herein:

Lot 7, Block 2, Weils Addition, located in Section 22, Township 57 North, Range 2 West Boise Meridian, Sandpoint, Bonner County, Idaho.

1. The City shall have the right to terminate this permit at the expiration of 180 days after giving written notice to the "Permittee," at 125 South Second, Sandpoint, Idaho, of the City's intention to terminate the permit. The Permittee shall be deemed to have received such written notice when such notice addressed to the Permittee at the location hereinbefore described is deposited in the United States mail so addressed, with proper postage affixed thereto. The Permittee shall remove such encroachment within 180 days of receiving such notice. Should the Permittee fail to remove the encroachment, at Permittee's cost, within such time, the City may remove the same at the expense of the Permittee.
2. Nothing herein contained shall imply or import a covenant on the part of the city for quiet enjoyment of the real estate upon which the encroachment is constructed.
3. The Permittee shall hold the City harmless from any liability resulting from the encroachment including construction or maintenance thereof.

Permittee further agrees that said encroachment shall be maintained by Permittee in a condition so as not to constitute a public hazard.

Permittee shall furnish and install barriers and warning lights during construction to prevent accidents and save the City harmless from all claims for injury to person or property resulting from Permittee's actions or omission in performance of this contract. To this end permittee shall maintain at all times general liability insurance with a limit of not less than five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants, which policy shall name the City as an additional insured. Permittee shall provide a certificate of such insurance to the office of City Clerk which certificate shall state that the insurance cannot be cancelled without actual notice to the City.

4. All costs for said encroachment including but not limited to construction, maintenance, use or operation now or in the future shall be borne by Permittee or shall be provided for by a grant approved and accepted by the City. To the extent applicable the parties agree to follow the state of Idaho Public Works Construction Standards. A drawing of the encroachment is attached hereto as exhibit A and by this reference incorporated herein. The encroachment shall be constructed as shown in exhibit A except that the City's Public Works Director shall be allowed to approve non-material modifications.
5. The purpose of this encroachment shall be for the purpose of unloading and loading three to four (3-4) delivery trucks thirty feet (30) in length and the storage of whey in the underground tank.

Deliveries shall take place between the hours of 4:00 p.m. and 10 a.m. in order that the truck delivery area may be used as additional public parking for the general public. The parties agree the City's Public Works Director is authorized to modify the times set forth in this agreement at the Director's sole discretion to meet business, traffic and/or public safety needs.

6. Permittee agrees Permit will not encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes set forth herein and shall not be expanded. Permittee shall not block any pedestrian walkway constructed as a result of this encroachment permit and as such pedestrian way is shown in Exhibit A.
7. In the event permittee ceases operation of the cheese factory at the above location this permit shall terminate without need for notice and permittee shall, unless the city allows otherwise in writing immediately remove the loading dock and the underground storage tank, replacing the same with curb, sidewalk and grass as directed by the city Public Work's Director.
8. This agreement shall be binding on the Permittee, their assigns and successors in interest. Permittee further agrees City shall record this document after payment of recordation fees to the City by Permittee which payment shall occur before approval of this agreement by the City.

