

Coeur d'Alene

CITY COUNCIL MEETING

June 7, 2011

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
MAY 17, 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 May 17, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Woody McEvers) Members of Council Present
John Bruning)
Deanna Goodlander)
A. J. Al Hassell, III)
Mike Kennedy)

Loren Ron Edinger) Members of Council Absent

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

INVOCATION was led by Pastor Dick Hege, Coeur d'Alene Bible Church.

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

PROCLAMATION – “SAFE BOATING WEEK”: On behalf of Mayor Bloem, Councilman Bruning read the proclamation proclaiming the week of May 21st to May 27th as “Safe Boating Week” in the City of Coeur d'Alene. Kathy Goodwin from the Coast Guard Auxiliary accepted the proclamation.

PRESENTATION – LCSC (Lewis Clark State College) ADJUNCT FACULTY OF THE YEAR AWARD: Dr. Cyndi Hammond, Executive Director, LCSC Coeur d'Alene presented Police Chief Wayne Longo with the Faculty of the Year award for their college.

PRESENTATION – “ART CURRENTS” UPDATE: Arts Committee liaison, Steve Anthony, presented an overview of the locations and artwork to be placed along Sherman Avenue and Lakeside Avenue.

PUBLIC COMMENT:

MC EUEN PARK MASTER PLAN: Virgil Edwards, 4451 Seltice Way, criticized those in the community that do not volunteer but wait for others to do the work and then criticize them.

FRESH START: Virgil Edwards, 4451 Seltice Way, spoke in support of Fresh Start. Patrick Blum, 1523 E. Sherman, spoke in support of Fresh Start.

CONSENT CALENDAR: Motion by Kennedy, seconded by Goodlander to approve the Consent Calendar as presented.

1. Approval of minutes for May 3, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for

- Monday, May 23rd at 12:00 noon and 4:00 p.m. respectively.
3. Setting of Public Hearing – V-11-3 – vacation of portions of Rights-of-way in Riverside Park Addition for June 7, 2011.
 4. Setting of Public Hearing – CDBG 2010 Plan Year Consolidated Annual Performance and Evaluations Report for June 21, 2011
 5. Setting of Public Hearing – O-2-11 – Amendments to Awning Regulations for June 21, 2011.
 6. Approval of bills as submitted and on file in the City Clerk's Office.
 7. Approval of beer/wine license for Ugly Fish at 1927 W. Riverstone Dr.

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

COMMISSION APPOINTMENTS: Motion by Hassell, seconded by Goodlander to reappoint Eden Irgens to the Arts Commission and re-appoint Rich McKernan to the Design Review Commission. Motion carried.

ADMINISTRATOR'S REPORT: Deputy City Administrator Jon Ingalls announced a reminder for our citizens that the City Council will be holding a special meeting on Tuesday, May 24th, at 6:00 PM, at Woodland Middle School regarding McEuen Park. Citizens are invited to participate in Bike to Work Week. For more information on how you or your business can be involved with Bike to Work Week 2011, please contact Monte McCully at 292-5766. The Coeur d'Alene Public Library will host "Bookers Dozen 2011," a traveling exhibit from the Idaho Center for the Book at Boise State University. The exhibit will be in Coeur d'Alene May 1-29. If you are interested in serving as a student representative or alternate on any of the city committees, please call Victoria Bruno at 769-2204 for an application. Congratulations to Chief Gabriel on his election as the new president of the Idaho Fire Chief's Association (IFCA) at their 42nd Annual Conference. At the University of Idaho, Coeur d'Alene commencement ceremony on May 9th, Mayor Sandi Bloem was awarded the President's Medallion. The President's Medallion honors individuals who have made significant contributions to the cultural, economic, scientific and/or social advancement of Idaho and its people and have provided exceptional service to the state or nation that has influenced the well-being of humankind.

ADJOURNMENT: Motion by Kennedy, seconded by Bruning to recess to May 24th at 6:00 p.m. at the Woodland Middle School. Motion carried.

The meeting recessed at 6:44 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

**MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT WOODLAND MIDDLE SCHOOL,
2101 ST. MICHELLE**

MAY 24, 2011

The Mayor and Council of the City of Coeur d'Alene met in a continued session at Woodland Middle School, 2101 St. Michelle, Coeur d'Alene, Idaho, on May 24, 2011, there being present upon roll call the following members:

Sandi Bloem, Mayor
A. J. "Al" Hassell, III, Councilman
Loren Ron Edinger, Councilman
John Bruning, Councilman
Deanna Goodlander, Councilman
Woody McEvers, Councilman
Mike Kennedy, Councilman

STAFF PRESENT:

Wendy Gabriel, City Administrator
Amy Ferguson, Deputy City Clerk
Doug Eastwood, Parks Director
Mike Gridley, City Attorney
Steve Anthony, Recreation Director

MCEUEN STEERING COMMITTEE:

LaDonna Beaumont
Scott Cranston
Jim Elder
Sandy Emerson
Tina Johnson
Peter Luttrupp
Lynn Morris
Ron Ouren
Dave Patzer
John Barlow
Dennis Spencer

TEAM MCEUEN:

Dick Stauffer
Monte Miller
Phil Boyd
Dell Hatch

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

McEUEN PARK MASTER PLAN PRESENTATION:

Doug Eastwood, Parks Director, noted that McEuen Park has been on the radar screen since 1997, or nearly 14 years when the city first formed its urban renewal agency. Over

the past 14 months, they have brought this idea forward. The Design Team and the McEuen team adopted the seven Community Values. They wanted McEuen Park to have the greatest number of uses for the greatest number of people. This project is not unlike other enhancements to the quality of life in our community. Other community projects mentioned were the North Idaho Centennial Trail. It was not met without concern by the citizens. In 1995, Mr. Eastwood said that a board of visionaries introduced the idea of a new public library in the city. That vision was not entirely embraced. In September of 2007 the city of Coeur d'Alene opened its library. There was also discussion regarding a community center facility idea for 20 plus years. When an opportunity came to apply for a grant for the Salvation Army Ray and Joan Kroc Center, it was opposed. The idea was also not embraced by everyone. Mr. Eastwood asked the audience to imagine what our community and quality of life would be like to today if we did not have the North Idaho Centennial Trail, Coeur d'Alene Public Library, or Kroc Center.

Mr. Eastwood said that the McEuen Master Plan embraces the opportunity for a larger number of people to access the waterfront area. The benefits are endless. Outdoor recreation opportunities increase by many fold and include other benefits that often go unmentioned, including social benefits, health benefits, and economic benefits that the parks provide to the community. The master plan is a vision of a place making park and is the result of many months of work.

Mr. Eastwood further noted that the value of the Coeur d'Alene parks system is estimated to be well over \$200 million. The acquisition and development of the Coeur d'Alene parks system did not come from the general fund or at the expense of the taxpayer. They were able to acquire and build the parks system because we have a huge number of "can do" people in the system and a great many volunteers who serve on committees, in addition to donations of land, cash, and materials by service clubs and special interest groups, grants, businesses and individuals.

Mr. Eastwood said that great parks make great communities. The parks system contributes significantly to the healthy quality of life and economy in our community.

LaDonna Beaumont, McEuen Steering Committee representative, noted that the steering committee members are not citizens with more to gain than other citizens. They are not paid, and are not chosen based upon expectations of compliance from designers or politicians. Not all of the members were aware of the potential for controversy on this project. The comments have sharpened their focus and reminded them that the job they are assigned is important.

Ms. Beaumont discussed the role of the Steering Committee and the stakeholders it represents, which include the City of Coeur d'Alene Mayor, City Council, Administration, Parks, Recreation, Planning and Engineering Departments, the Parks & Recreation Commission, the Coeur d'Alene Parks Foundation, North Idaho Centennial Trail Foundation, Tubbs Hill Foundation, Coeur d'Alene Library, Citizen/Local Neighborhoods Representative, Downtown Business Association, American Legion Baseball, ADA Accessibility/Playgrounds representative, Coeur d'Alene Resort,

Citizen/Theater and Entertainment Representative, City Parking Commission/LCDC, and the Boating/Waterways Community. The stakeholders represent the citizens of Coeur d'Alene.

The purpose of the Steering Committee was to guide the creation of a McEuen Park Master Plan that establishes an overall community vision for McEuen Park in order to allow the park to develop in an orderly manner, over time, as funding permits. The committee came together early 2010 to chose a design team. Team McEuen was chosen because they are the best. After the selection, they began to guide the design process.

The process has been long and sometimes difficult. The current Master Plan is very different than the first version. The Steering Committee recommends that the Council adopt the McEuen Master Plan Vision as presented.

Dick Stauffer, Team McEuen, noted that McEuen Park is a critical piece of real estate. This highly valuable public asset should offer the greatest access to the widest cross section of Coeur d'Alene residents and visitors. Some issues that were discussed were (1) improve visual and pedestrian linkages, (2) capitalize on the waterfront, (3) reduce the amount of surface parking on McEuen Field, (4) provide for festivals, events, and markets and other community activities, and (5) incorporate art, including performance into the planning and design.

Mr. Stauffer noted that there have been 14 separate studies since 1997 that have referenced McEuen Park. He discussed some of the Master Plan changes and refinements and listed the activities that you could do in the park. Mr. Stauffer also noted the community values which emanated from the original Walker Macy study and were expanded and enhanced by the Committee of Nine and endorsed by the City Council in 2002. He also discussed the survey results and noted that people are generally in favor of the amenities.

Mr. Stauffer next discussed the various amenities to the park, including Front Avenue parking improvements, Front Avenue improvements and promenade, Freedom Fountain, Front Avenue, Sherman & 3rd Street, seawall and steps, grand plaza and waterfront promenade, Centennial Trail, Veterans Memorial, child play area, trailhead/accessible trail, east parking lots, main pavilion, basketball courts, tennis courts, dog park, bocce ball court, skate park, splash pad, sledding hill, ice skating, amphitheater/green space, marina expansion, relocated boat launch, and a regional baseball stadium on 15th Street with all weather turf, taking advantage of amenities already in place.

Mr. Stauffer discussed the cost summary and estimates and noted that Team McEuen is confident in their accuracy.

Scott Cranston noted that is a member of the Parks & Recreation Commission and also a member of the McEuen Steering Committee. Conceptual development of the Parks Master Plan began almost a year ago. He expressed appreciation for the commitment and sacrifice of the Steering Committee and many others who enabled this process to move

forward. This community is passionate about its parks and public spaces. Mr. Cranston said that the McEuen Park design process and decision making were guided by the adopted 7 community values and the McEuen mission statement. Relocating the boat launch and ball fields were necessary to best meet the community values and mission statement. The Coeur d'Alene downtown is going to continue to grow and develop and with it will come greater commercial and residential density, and vehicle and pedestrian traffic. Now is the time to develop plans for long term facilities with better access and sustainability. In 10 years alternative site opportunities may no longer be available.

The Front Avenue redevelopment and parking concept addresses downtown parking needs and adds 5 acres of parking space. The design creates a greater number of opportunities for a greater number of citizens of all ages. McEuen Park will not happen overnight but adopting this master plan vision will allow the next steps to take place. Mr. Cranston noted that some of our best public spaces evolve over time. The Coeur d'Alene Parks & Recreation Commission has given McEuen park master plan its unanimous endorsement with the understanding that the 7 community values will continue to guide the process, including replacing facilities with equal or better. The Steering Committee recommends that the council adopt the McEuen Master Plan as presented.

Councilman Edinger read a statement that he prepared to the council and general public. He disagrees with the proposed plan but has great respect for the members of Team McEuen and city staff that have spent many hours on the development of the proposal and expressed his thanks to the mayor and council as a body. Councilman Edinger asked if we are here tonight to listen to the interests of both sides of the public, or has this council already made their decision and brought the public here to pacify them. He would expect that this council would still be open to the opinions and voices of those who are in opposition. Some of their concerns are also his.

Councilman Edinger said at the presentation at the Senior Center nothing was mentioned about Tubbs Hill and then within a short time it became part of the design. Tubbs Hill is one of the jewels of this great city. The Tubbs Hill Foundation has worked endless hours to preserve the hill in its natural state. There is no reason to scar Tubbs Hill and it should not be included within this plan.

The Third Street boat launch is the largest launch at the north end of the lake. It has many functions. Emergency medical personnel use it as a site for convenience. Families and avid fisherman enjoy it. This launch is bought and paid for. Who is going to pay for the new launch if it is developed along Lake Coeur d'Alene Drive. The new proposed launch is not equal or better. Where are the studies for the new proposed launch site? Councilman Edinger is in total opposition to the removal of the Third Street boat launch.

In regard to the Legion Baseball Field, Councilman Edinger said that the city has pledged, even in the last city election, that this baseball field would not be moved unless there was a location that was designed as equal or better. He personally does not feel that moving the ball field to a temporary location is justified when all along our pledge was to produce a field of equal or better value. We should honor the pledge we have made to the

Legion program. The proposed new site is not an equal or better value compared to the location where it presently sits. We must recognize that tax dollars will be used to construct this project.

Councilman Edinger said that, unfortunately, we are not all privy to know where the money for this relocation is coming from. He needs more answers to the questions he has raised. He asked when did it become responsible governing to develop a project at this time with the shape our economy is in. This project will cost millions in tax dollars. He would like to see a plan that will not cost as much and that takes less time to develop, maintain and enjoy. We can develop a park that represents our citizens rather than a grandiose park used as an attraction. We have an opportunity at this time to provide and develop McEuen without stretching resources and at the same time maximizing its potential. Councilman Edinger said that he thinks it is important for everyone to know that he is very passionate about McEuen Field and Tubbs Hill. He noted that he is not against improvements at McEuen Field and is in favor of additions and improvements to McEuen east of the Legion ball field.

MAIN MOTION: Motion by Edinger, seconded by Kennedy, to remove Tubbs Hill from the proposed plan.

DISCUSSION: Councilman Kennedy said that this project has brought a tremendous amount of focus on Tubbs Hill as it relates to McEuen Park. He has found that there is a pretty important goal that has been agreed upon, and that is accessibility to Tubbs Hill for everyone. There is no intention to do blasting, paving, or permanently deface or scar Tubbs Hill in any scenario. He asked Councilman Edinger if he would amend his motion to take Tubbs Hill out of consideration for this McEuen Park planning process and send the topic of Tubbs Hill management and improvement back to the City Parks and Recreation department on a separate track from McEuen altogether. He would also like to include in the motion the following directive: That the Parks and Recreation Commission put a specific plan together regarding comprehensive Tubbs Hill management and improvement, including but not necessarily limited to: trail accessibility, public safety, connectivity to McEuen Park, downtown, and nearby neighborhoods, management of invasive species, forest health and restoration, maintenance and operations. Also, that the Parks and Recreation Commission include the input of citizens with disabilities and proponents of Tubbs Hill Foundation efforts, and report back to the City Council by the end of this calendar year 2011 with a comprehensive plan including specific dates for increased trail accessibility.

MOTION TO AMEND: Motion by Edinger, seconded by Kennedy, amending his motion to remove Tubbs Hill out of consideration for this McEuen Park planning process and send the topic of Tubbs Hill management and improvement back to the City Parks and Recreation department on a separate track from McEuen altogether, and directing that the Parks and Recreation Commission put a specific plan together regarding comprehensive Tubbs Hill management and improvement, including but not necessarily limited to: trail accessibility, public safety, connectivity to McEuen Park, downtown, and nearby neighborhoods, management of invasive species, forest health and restoration,

maintenance and operations. Also, that the Parks and Recreation Commission work together with the Tubbs Hill Foundation and persons with disabilities, and report back to the City Council by the end of this calendar year 2011 with a comprehensive plan including specific dates for increased trail accessibility.

DISCUSSION: Councilman Hassel noted that all structures and amenities on Tubbs Hill have already been taken out of the plan. Councilman Kennedy said that this process has been contentious but has brought the disabled and the Tubbs Hill Foundation together.

MOTION AS AMENDED CARRIED.

MOTION by Edinger that the Third Street boat launch be removed from the McEuen Plan. The motion died for lack of a second.

MOTION by Edinger that the Legion Baseball field be removed from the McEuen Plan. The motion died for lack of a second.

MOTION by Edinger that the citizens of Coeur d'Alene have the chance to make their voices heard with a vote on the November of 2011 election ballot with the intent to approve or disapprove the McEuen proposal. The motion died for lack of a second.

Councilman Kennedy said that he was contacted by Robert Cliff who asked for a resolution to provide clarity for the funding of the park. He noted that a current council cannot bind a future council in terms of funding, but Councilman Kennedy asked the council to make a resolution or pledge that would apply to the current council in office as a way to codify the funding.

MOTION by Kennedy, seconded by Goodlander, that the council make a resolution to provide clarity for funding for McEuen Park which states that the current council cannot bind future councils in terms of funding. As a result this informal resolution/pledge would only apply to members here today for their terms in office. The resolution would state that the funding for McEuen Park come from the following sources: Urban renewal districts, grants, Parks Capital Improvement Fund, private donations, service clubs and community groups, in-kind contributions of services, general funds dedicated to park improvements, dedicating Parking funds, foundations, state, federal, county partnership potentials, city departments that would otherwise be involved in the project due to proximity to Front Avenue and other utilities (i.e., Streets, Wastewater, Stormwater, etc.), Arts Commission. Furthermore, expressly resolve that funding for McEuen Park will NOT come from: General Obligation Bonds requested by the city, new property taxes above and beyond those proportionately allocated for such parks and/or stated above, and new levies requested or increased for maintenance and construction of McEuen Park.

DISCUSSION: Councilman Kennedy said that the pledge can be made but it is not binding on a future council. Councilman Goodlander said that she appreciates the clarification. Mr. Gridley commented that he had no legal problem with the resolution, but it is not legally binding on any future council.

Motion carried.

MOTION by Hassell, seconded by Kennedy, that public comments be limited to 3 minutes per person. Motion carried.

PUBLIC COMMENTS:

Marlo Falkner 207 Park Drive, said that she is a 3rd generation native. Her family held leases on the Third Street docks. While growing up in this city, there was never any vision. She thinks it is time for a vision and time for a concept. It is time for the city council to make a stand. There is no performing arts center. This community has only responded to what the needs were. She urged the council to vote yes on the proposal.

Dolene Lind 2501 Sherman, said that McEuen Field has always been a place where families gather. She spoke in opposition to the McEuen Plan. The downtown does need parking and with LCDC money a parkade can be constructed downtown. LCDC tax money could be used for a shelter for the bus depot at Riverstone. We should honor Mae McEuen's memory. The bottom line is the public has the right to vote. Don't force us into a recall.

Patrick Moon, 1323 E. Sherman, thanked the council for standing up for people with disabilities. He loves the project because they thought about accessibility. If you keep the vision of accessibility for all and quality for all, there is no reason for these fights. There are a lot of good things here. He and the disability community are proud of the McEuen Plan. They want open spaces to be accessible as best as possible.

Virgil Edwards, 4451 Seltice Way, said that he works for the Disability Action Center. He applauded everyone who has been involved in this project. McEuen Field allows everyone to be with their families and friends. He supports the McEuen Plan, and believes there needs to be a voice for the homeless, disabled, elderly, and people who can use this facility. He believes McEuen Field will be very successful.

Charlotte Cheryl, 1308 Coeur d'Alene Avenue, said that society puts great importance on being entertained constantly. What happened to children's imaginations? Where is the need for a wading pool or fountain? Cool off at the beach. She suggested flooding a portion of McEuen in the winter for ice skating. She has always enjoyed the boat launch although they are not boaters. Silver Beach does not afford that same availability. Glitz and glamour can be found elsewhere. She asked the council to not approve the plan as is and take more time for citizen input and put it to an advisory public vote.

Sharon Culbreth, 206 Hubbard, thanked Councilman Edinger and said she thinks the citizens should be able to vote. The economy in Coeur d'Alene is still declining and foreclosures are up. There are 146 vacant commercial spaces just in the city of Coeur d'Alene. She asked how the council in good conscience could make the park such a priority during these economic times. The community is strongly asking for a vote.

Kathleen Sims, 206 Stoneington Court, said that she is a State Representative and represents District 4 and her constituents have been calling and emailing her about this project. She delivered a letter to the State Attorney General listing conflicts of interest that she finds on the City Council in dealing with this project. She believes a thorough investigation will be done by the Attorney General.

Casey Kaiser, 8635 E. Sunnyside Road, thanked Councilman Edinger for suggesting a public vote. She is tired of representatives from all aspects of government thinking that the public's opinion means nothing. It is time to listen. Council should be happy she doesn't live in the city. She is tired of council's attitude and arrogance.

Lorna Kay Carpenter, 902 E. Hastings, discussed the unemployment rate. She wants a public vote. No one has said how the project will be maintained.

Ron Daydon, 8281 N. Ramsey Road, Athol, said that he lived in Lake Tahoe and saw how overdevelopment can spoil a community. This Disneyland park isn't for us, it's for the high rollers who can entertain their out of town guests in high style.

Justin Druffel, 1101 E. Lakeshore Drive, said he is very excited about the possibilities of McEuen Park. Great parks make great cities, and great cities have great parks. The current McEuen Park is not configured for the highest and best use for all citizens. He appreciates the council members' vision and hard work and hopes to be able to enjoy the new McEuen Park with his family.

Dorothy Hatch, 1507 S. Fairmont Loop, CDA, thanked the mayor and council for their service to the community. She applauded the McEuen Steering Committee for a job well done. She agrees that the park is in need of upgrades. Having a beautiful park with numerous amenities will draw many people to this area. Tourists spend money, benefiting the community. American Legion baseball can be played in another field. She agrees with moving the boat launch. This should be a park for the entire community with something for everyone. She looks forward to the day when this project is complete and Coeur d'Alene has another feather in its cap.

Jeff Connaway, 1523 N. 2nd Street, thanked the mayor and council for the opportunity to speak and thanked Team McEuen. He respects the quality of work. He said that many people in attendance think that by choosing to do away with the Third Street boat launch and ball fields that the city is heading in the wrong direction. He thinks most of the amenities can be included by keeping the boat launch and ball fields and using the current parking lot. He requested the city council vote to reject the current proposal to rebuild McEuen Field. He thinks the city council should conduct a survey and take an advisory vote.

James Filmore, 1215 E. Lakeshore Drive, said that he thinks the city should move forward with the plan. He asked for more parking at City Park, and thanked the council

for the vote removing Tubbs Hill from the plan. He asked for a special designation for Tubbs Hill as a nature park.

Jennifer Drake, 1419 E. Skyline Drive, said that she is a 4th generation Coeur d'Alene resident and wanted to reassure council members and the mayor that there is a very large portion of the community that strongly supports this plan. It isn't just about the people in this room – it is about the children who want to have something amazing. She wants to tell her daughter that she is growing up in a community that is forward thinking. Why are we satisfied with fine? We need to save McEuen from atrophy and underutilization. It is about aiming for greatness. Now more than ever we need to reinvest in this place that we all call home. It is the right thing to do for the future of this community.

Nathan Baker, 2699 Versaille, said that he is representing skateboarders and bike riders, and spoke in support of the proposed skate park.

Chase Turner, 1623 E. Mullan Avenue, spoke in support of the skatepark. He will help to raise money for the project.

Peter Riggs, 9961 N. Huetter Road, said that what this is about is his newly born son. As a new dad looking towards the future, he wants it for his son so that he can take him somewhere and have a place that he can really be proud of.

Bob MacDonald 1407 Silver Beach Road. spoke in support of the plan for his dog. Dog parks are great for the community. McEuen is a great opportunity for this community to do something special. He asked the council to represent the many people who support this plan.

Steve Ayles, 2925 E. Packsaddle Drive, said that he talked to two or three people who are upset because their names are listed in the newspaper ad in favor of the plan. He is against moving the boat launch. He couldn't find one instance where a child or anyone was hurt at the dock. We don't need extra green space or waterfront. Boat ramp is handicap accessible. He discussed his concern with the proposed new dock location.

Gary Johnson, 601 E. Front, spoke in support of the McEuen plan. It is the ideal time to think of the future for our children and the next generations. Nothing that is in the park now is being eliminated. Everything is being replaced with equal or better, guaranteed. This plan, if implemented, will provide jobs for the city, will bring in more visitors and pour money into the community. He asked for a vote in favor of this plan, and asked Councilman Edinger to have an open mind towards those who are in favor of the plan.

Douglas Stellman, 186 Chain Drive, said that the McEuen that we have is a treasure. He would ask to preserve the beauty of the green area. Orin Lee, the first NIC president and business owner, was tireless in advocating preserving this place. It is hard to build something as precious as God's creation.

Harry Amend, 4449 Greenchain Loop, said that he hopes as former school superintendent and one of the founding directors of the KROC center that when the issues are over, they can look at what is best for the community and we can move ahead. He hopes we can pull back together for the betterment of this city. Mr. Amend holds Councilman Edinger in the highest esteem and believes that we will have a ball field that the citizens will be proud of. He has worked with the mayor and city council on some tough issues but they have earned his trust. He will support their decision and will help to make it work.

Derek Ojay, 710 River Avenue said that he doesn't think its government's job to provide entertainment. It doesn't seem right. The time isn't right and we don't have the money. If council goes ahead with this plan, you may not have a job next year.

Rick Williams, 18th & Sherman, said that he is an avid boater and taking out the Third Street ramps is wrong, and not giving them the vote is wrong. It should be equal to or better, and the same value. He said he did not get correction information from the city council and has lost respect for Doug Eastwood for not being honest with him.

William Cushman, 3252 Needle Pines Ct., said that it is a beautiful idea but moving the Third Street launch would be disastrous.

Frank Orzell, 310 E. Garden, spoke in opposition to plan and costs involved. In his opinion the costs today would not support a decision to move forward. He could not get a consistent response as to how costs were developed. Costs are incomplete as they do not include post construction costs and repair and maintenance.

Julie Clark, 602 Tubbs Hill Drive, and Rebecca Priano, 2205 Stagecoach, Post Falls. discussed parking north of Sherman Avenue and proposed giving parking management to an Idaho company. Ms. Clark said that haste makes waste and encouraged a vote.

Terry Cooper, 125 W. Eaglecrest Drive, said that the Downtown Board of Directors sent out a letter supporting the concept of going forward to look at the design elements of McEuen field. He encouraged the council to go forward and look with caution at what can be done with McEuen. The Downtown has worked with the city for so long that they have trust that the council will do its best to lead us in the right direction.

Jean Felker, 915 Front Avenue, said she had concerns regarding equal to or better. She feels they get a chance to talk but the council doesn't really hear what they say. Who decides what is equal to or better? She thanked Councilman Edinger for his integrity. More and more isn't always better. McEuen Park is the citizens' park, the hometown park. She spoke in favor of a public vote. She thinks most people would like some changes but are is blown away by the scope of the plan.

Jeff Crensdorf, 2205 Stagecoach Drive, Post Falls, spoke in opposition to the McEuen plan. He feels there needs to be public input. The plan is not entirely backed by the

community. Mae McEuen would like some of the elements, but council needs to listen to the people.

Todd Christiansen, 105 N. 1st Street, spoke as President of the Coeur d'Alene Chamber of Commerce. The Chamber had a board member serve on the McEuen Steering Committee. He spoke in support of the McEuen Master Plan.

Tom McTevia, 4586 W. Princetown Lane, said that he is a member of the Coeur d'Alene Ped/Bike Committee. He read a letter from the committee chair in support of the McEuen plan. He spoke in support of an ADA accessible trail at the base of Tubbs Hill and would like to provide input as the plan progresses. He said that the idea of a park of this magnitude is a great thing and is in support of the plan. He also spoke in support of moving the Third Street boat ramps.

Mayor Bloem called for a break.

Rachel Reid, 803 E. Young, said she is the parent of 3 children under the age of 6. She loves Tubbs Hill the way it is. What is happening to citizens tonight is what is happening all over Idaho. She spoke in support of a vote for education reform and asked citizens to sign petitions for education reform tonight.

Dan Malcolm, 8643 N. Woodline Drive, Hayden, spoke in support of the McEuen plan. He expressed concern regarding accusations of conflicts of interest and connections. There was an election and our city council was put in place. He doesn't agree with everything, including the boat ramps, but thinks this is an investment in our future.

Ellen Connor, 6015 N. Valley Street, Dalton Gardens, said that she loves the concept, but as a banker, she believes they are not done with the foreclosures and doesn't think it will be over until 2013. Property values will continue to drop and the tax base will drop. How are we going to do \$30 million when more and more people are going to become homeless. It is going to get worse before it gets better. Many cities around the country are on the verge of going bankrupt. We have the fastest rising food prices in 32 years.

Mike Tedesco, 2805 N. 9th Street, said he is in favor of this plan. McEuen Park is very underutilized. He is attracted to the pedestrian-friendly aspects of the plan. He thought the bridge to the boardwalk was a unique aspect. The young folks are interested in an increased number of amenities.

Eileen Johnson, 11945 N. Stinson, Hayden, spoke in support of a vote. It is very important that we all have input. She thinks the plan is way too extensive for this time.

Keith Peila, 3537 Highland Drive, thinks of Coeur d'Alene as the "city by the lake." We have gotten off track. The Third Street boat ramp is the most used boat ramp in the state and northwest. It is a natural handicap access. Third Street is vital to the boating community and the businesses of Coeur d'Alene. He asked the council to table the plan

and take a better look at it, and thanked Councilman Edinger for being the only one who stands up for the voters.

Mary Ayers, 1307 Ash Avenue, hopes the boat ramp stays at Third Street and that there isn't a parking lot on Front. Councilman Kennedy confirmed that the Front Street closure is not a part of the plan.

Lynn Morris, 304 S. 11th Street, said she has lived in Coeur d'Alene for 37 years and lives 4 blocks from McEuen. She desires to have a park in place to be used by many in the community. She wants a place to take her grandchildren when they come visit. Currently McEuen is empty and barricaded by fences. She has often thought there is a better and higher use for this park. There isn't a lot of space available for many people to enjoy. She is a boater and believes that the community's options for boating should not be decreased. The master plan includes a wide variety of activities. She urged the council to accept the master plan and trusts the city will carefully evaluate each space as we move forward.

Gary Hirst, 801 Pine, said he had concerns about keeping the appearance of the neighborhoods as they are now and feels they spoke to that well. He asked the city council to keep that in mind as they move forward with the plan. Safety is a concern and the street is already busy with speeders. He also wants to make sure that lighting doesn't intrude on households in the adjacent neighborhood and wonders about decibel limits at the amphitheater and management of crowds, and the aesthetic appearance of structures next to neighborhoods. He asked for respect for the values of the neighborhood and quality of life.

Sandy Emerson, 2929 Lookout Drive, with offices at 408 Sherman, thanked the steering committee members. Discussed a ULI article that parks are a good investment and said that this plan provides a renovation and elimination of acres of asphalt. He said that Third Street is about the 4th most used launch in the county, and it isn't the busiest in the state any more. It is a barrier to waterfront users. The Silver Beach area is a preferred boat launch.

Tina Johnson, 601 Front, spoke in favor of adoption of the master plan. If the plan is adopted she personally pledges \$5,000 to a particular amenity, and 300 hours of volunteer work to bring it to fruition.

John Barlow, 3403 Fernan Hill Road, CDA said that he is a member of the steering advisory committee and it has been a great experience. There has great collaboration and interactions with staff. It is time to finalize the effort to improve McEuen. Fourteen years is long enough to study this process. He urged council approval.

Sharon (last name indiscernible and address not given) thanked Councilman Edinger for standing up tonight. She is getting somewhat disheartened and wonders why citizens of this town even bother coming up here to say anything. She gets the impression that the removal of the boat launch and the installation of the parking garage is a done deal.

Why weren't the people involved from the very beginning? Mayor Bloem and Councilman Kennedy should recuse themselves of any vote. There is the perception of a conflict of interest.

David Patzer, 2458 E. Nettleton Gulch, thanked mayor and council for their energy and time. We are at a crossroads and he urged council to have the courage to make a correction to ensure the next 50 to 100 years of utilization of this project.

Linda Wright, 1018 "B", said that the plan has tons of good things in it. We don't need a place making park, we just need a nice community park. Coeur d'Alene already is a destination city, we don't need a destination park. We do not wish to become a cookie-cutter community. She also asked for an advisory vote.

Rita Sims Snyder, 818 Front Avenue, spoke in opposition to the McEuen Plan. Why make such drastic changes when there has been no public outcry to make the changes. She recommended putting it to an advisory vote. She believes that the "blank slate" is where the vision became misdirected. McEuen could use improvement, but not to the extent that has been proposed. They love many parts of the plan but would love to see it scaled back.

Sharon Kerns, 510 N. 7th Street, is impressed with the McEuen Plan. She realizes that not everything suits everyone but for her she would use that park every day. It seems that there has been a lot of thought put into it and she supports the master plan.

Ron Ouren, 2823 Marcelle Drive, said that he moved to Coeur d'Alene in 1967 and there have been lots of changes in this community and a lot to be proud of. He was a member of the downtown association and discussed the revitalization of Sherman Avenue and is very proud of what they did. He is on the Steering Committee and very proud to be a member. He commended everyone for their dedication. Change is never easy and shouldn't be done without a lot of soul searching and a benefit to the majority of the people. He sees this park as an opportunity to integrate and interact with all age groups. We can jump start our own economy with this project and he encouraged council to vote for the plan.

Lynn Schwindell, 735 4th Street, has attended every meeting and watched everything on t.v. and keeps hearing that things will be replaced with equal or better. She has not heard how it's going to be paid for, and has not heard a promise or commitment that the boat launch or the ball fields would be replaced before anything is moved at McEuen Field. There is no money for the boat launch since it is outside of LCDC. She would like to have the council make a promise and commitment that those facilities would be replaced before anything is removed and ensure that there is equal or better. She does not feel that there has been enough public involvement. She urged council to table it and step back and reconsider it and put it out to an advisory public vote. Something should be left to the blue collar worker and something should be put down at the park that reflects the historical value of Coeur d'Alene.

Charlie Miller, 1283 N. Center Green Loop, said that he is the North Idaho Centennial Trail Foundation manager. He discussed the initial fears over the Centennial Trail and how those fears never came to fruition. The North Idaho Centennial Trail Foundation endorses the conceptual plan of McEuen Field.

Mary Smith, 4333 Deerfield, said she wonders what will be done if the funding doesn't come in. There is a big gap between people who don't make very much money and people who do. She thinks the middle class is being forgotten and that a second look needs to be taken. She would like to see it be done in increments over something like a 20 year plan. She encouraged a public vote.

Joe Morris, 304 S. 11th Street, commended the Steering Committee and council for the process. The greater the change the more push back you are going to get. He thinks that McEuen can become one of our community gems. You need to trust the process and take the next step.

Jerry Peterson, 2039 W. Normandy Lane, spoke in opposition to the plan.

Tom Cain, 745 N. Third, thinks it is okay to do something with McEuen. He spoke in opposition to the McEuen Plan and in support of an advisory vote.

Jack Riggs, 801 S. 11th, said we have a republic, representative form of government. Council is elected to represent us. He believes it is the council's responsibility to vote on this project.

William Green, 2803 N. 5th Street, encouraged the council to consider values and find balance between maintaining the legacy of a neighborhood feel with the need for further development. They are both important. He spoke in support of council voting on whether to have a vote.

Randy Reese, 32651 Hayden Drive, Spirit Lake, asked council to please make everything they approve accessible.

Mary Souza, 4153 Fairway Drive, suggested a resolution that whatever the final plan is, council will put it to a public advisory vote on the city election on November 8th.

Public Comment was closed.

DISCUSSION: Councilman Edinger said that the majority of the comments made have been about the baseball field and the boat launch. We have a baseball field and a boat launch right now. Who is going to pay for the new ones? In regard to the safety issue and the Third Street launch, there is just as much a safety issue at Silver Beach as at Third Street. He has had an opportunity over the last 3 to 4 weeks to read the survey that Team McEuen did and also read the survey that Friends of McEuen has done. There is a difference. The difference is that Team McEuen shows this great plan where Friends of

McEuen says do you want the Third Street boat launch gone, the baseball fields gone, do you want to screw around with Tubbs Hill?

MOTION by Edinger to take the baseball field and the boat launch out of the plan that is proposed. Motion died for lack of a second.

MOTION by Edinger for an advisory vote on the plan that council accepts at the November election. Motion died for lack of a second.

Councilman Edinger commented that he has been on council a number of years and has to make a lot of tough decisions. He believes that this is a big decision and a big change for downtown Coeur d'Alene and the community. He questioned what is wrong with having an advisory vote.

Councilman Kennedy said they did have a full hearing in the General Services Committee with citizens about a public vote. This is not the first time that they have talked about this voting issue.

MAIN MOTION by Goodlander, seconded by Bruning, to adopt the conceptual McEuen Master Plan with conditions, that the plan shall recognize the value of public-owned space and encourage improvement in accessibility by the citizens, that the plan promote and enhance open space, that the plan encourage greater user of downtown public space for the community, that the plan shall recognize the value of vistas and views, and explore the possibilities in creating a community gathering place, that the plan link the downtown to the waterfront, and that the plan shall ensure the replacement of any displaced facilities with equal or better facilities.

MOTION TO AMEND by Goodlander, seconded by Bruning, to amend the motion to ensure that equal or better is in place before shutting down.

DISCUSSION: Councilman Goodlander said that her father (Orin Lee) would say you have to move on. There are 2,000 people a day at the City Park and you need to spread the use. We can't expect city park to take care of all their people. It is their responsibility to look to the future and she believes that the plan does that. It is important that they replace the facilities. You need to be open to changes. It is their job to make this decision.

Councilman Kennedy said this topic has had more public input than any other he has seen. He doesn't know what the right thing to do is, but has heard from more people pro and con than any other. He is living the American dream in Coeur d'Alene Idaho. In 20 years he has seen a tremendous amount of change. He didn't run for this office to do the easy thing. He believes that tonight the easiest thing for him to do would be to offer up an advisory vote or vote no on the plan. He does not believe it would be the right thing to do. If he votes yes on this and it causes people to vote against him for that, that is democracy and he welcomes it. He isn't doing this for politics. The younger generation of Coeur d'Alene have said to him that they don't go downtown because the park doesn't

do anything for them. The bottom line is that it is a tough vote and tough issue. He will vote in favor of the plan. It is a roadmap and it will be changed more than once.

Councilman Hassel said he thinks it is necessary for them to make a decision. McEuen will move forward and will be funded piece by piece. The LCDC is only one possible source of funding. You have to have a roadmap or nothing will happen. He will vote for the plan.

Councilman Bruning said that change is not easy – it is always difficult, and scary. Change gets us out of our comfort zone and the natural reaction is to pull back. The Steering Committee did not make these decisions lightly. He would argue that it is the right time to do it. The council has debated it for 14 years – when is the right time? He talked about his perceived conflict of interest because he served on the Steering Committee and noted that a conflict of interest has to do with monetary gain and he has nothing at all to gain from this. He will vote in favor of the plan.

Councilman McEvers said that government doesn't stop because times are hard. He doesn't see it happening all at once, and people will come together. He used the Kroc Center and Playland Pier as examples of people coming together. He said he looks at history for answers. It is about the future and the kids who will be here long after us. He thinks right now it is as good as we can do. Nothing will probably change for awhile but the motivation will start. He will support the plan. He is trying to make the right decisions based on who he is and who the citizens elected. He will do the best job he can for the citizens and for the future.

Councilman Edinger said he has never considered himself a political man. He has never voted on anything to be a political animal one way or the other. He votes how he thinks the majority of the people of Coeur d'Alene want and what he thinks is best for the citizens of Coeur d'Alene. He has never voted on any issue for political gain and will never do that. He has a clear conscience.

Councilman Kennedy called for the Question. Motion carried.

ROLL CALL ON MAIN MOTION AS AMENDED: Edinger, Nay; Hassell, Aye; Goodlander, Aye; McEvers, Aye; Kennedy, Aye; Bruning, Aye.

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

The meeting adjourned at 10:36 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy Ferguson, Deputy City Clerk

RESOLUTION NO. 11-019

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 RENEWAL OF AN AGREEMENT WITH HANDSHAKE PRODUCTIONS FOR THE SUMMER CONCERT SERIES; APPROVING A LEASE AGREEMENT WITH THE CHAMBER OF COMMERCE FOR USE OF CITY PARKING LOTS ON THE 4TH OF JULY; APPROVING A MEMORANDUM OF UNDERSTANDING WITH DALTON WATER DISTRICT FOR MAIN UPSIZING; BID AWARD AND APPROVAL OF A CONTRACT WITH S&L UNDERGROUND, INC. FOR THE 2011 OPEN TRENCH SEWER REPLACEMENT PROJECT; APPROVING THE 2011 – 2012 SCHOOL RESOURCE OFFICER AGREEMENT WITH SCHOOL DISTRICT 271; AND AUTHORIZING THE DESTRUCTION OF TEMPORARY RECORDS – LEGAL CIVIL DIVISION.

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

- 1) Renewal of an Agreement with Handshake Productions for the Summer Concert Series;
- 2) Approving a Lease Agreement with the Chamber of Commerce for use of City parking lots on the 4th of July;
- 3) Approving a Memorandum of Understanding with Dalton Water District for Main Upsizing;
- 4) Bid Award and Approval of a Contract with S&L Underground, Inc. for the 2011 Open Trench Sewer Replacement Project;
- 5) Approving the 2011 – 2012 School Resource Officer Agreement with School District 271;
- 6) Authorizing the Destruction of Temporary Records – Legal Civil Division;

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 6" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 7th day of June, 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 _____.

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: May 16, 2011

From: Doug Eastwood, Parks Director

SUBJECT: RENEWAL OF HANDSHAKE PRODUCTIONS AGREEMENT

(General Services Action Required)

DECISION POINT:

Handshake Productions agreement is up for a three year renewal. Recommendation is to renew the agreement.

HISTORY:

The Summer Concert Series sponsored by Handshake Productions is entering its 16th year. This is a very successful event that has become a Sunday afternoon pastime for a good number of residents.

FINANCIAL ANALYSIS:

We do not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Handshake Productions. There has been an increase in bandshell cost from \$100 to \$125 per the fee increase implemented this year for music licensing requirements.

PERFORMANCE ANALYSIS:

Attached is the agreement for Handshake Productions. The agreement spells out the responsibilities and expectations for Handshake Productions and the city.

DECISION POINT:

Renew the agreement for three more years with the option for an additional three year renewal provided everything runs smoothly with Handshake Productions responsibilities.

AGREEMENT

THIS AGREEMENT, made and dated this 7th day of June, 2011, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **HANDSHAKE PRODUCTIONS, INC.**, an Idaho corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "Handshake,"

W I T N E S S E T H:

WHEREAS, the City and the Downtown Rotary Club of Coeur d'Alene in years past cooperated and worked together to accomplish the construction of the Rotary Lakeside Bandshell in the Coeur d'Alene City Park, Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the purpose of said Bandshell is to provide music and other entertainment for those persons recreating in the Coeur d'Alene City Park which includes many residents of the city of Coeur d'Alene; and

WHEREAS, Handshake is experienced in organizing musical performances; and

WHEREAS, the parties are desirous of establishing a concert series for the summers of 2012, 2013, and 2014;

NOW, THEREFORE, IN CONSIDERATION of the terms, conditions, and covenants hereinafter set forth, the parties agree as follows:

1. Purpose: The City, agrees to sponsor the 2012, 2013 and 2014 Rotary Lakeside Bandshell Concert Series (Concert Series) in cooperation with certain donors whose donations will fund concert performances.

Each concert for the 2012, 2013 and 2014 summer Concert Series shall be deemed a special/specific event in accordance with Coeur d'Alene Municipal Code section 5.18.040.

2. Limits On City Obligations: The parties agree that the City shall have no obligations regarding the concert series other than those obligations specifically set forth in this agreement.
3. No City Financial Obligation: Handshake agrees that the City shall have no obligation to provide any financial contribution to the concert series.
4. Permits: The City Park's Department Director shall, with reasonable dispatch, process requests for bandshell/loud speaker permits submitted by Handshake for the purpose of utilization of the bandshell for the concert series on the dates set

forth herein. However, applications for such permits shall be filed timely with the City and no later than forty (40) days before a particular concert. Handshake understands and agrees that a bandshell permit and fee is necessary for each performance and the fee shall be paid to the City to recover costs the City incurs to facilitate the concert series.

5. Commercial Limitations: Handshake understands and agrees that the City's ownership of the City Park is subject to deed and other limitations which preclude activities in the City Park which are commercial in nature and not incidental to recreation and park purposes.
 - A. Concessions Limited: Except as set forth in paragraph 5(C) entitled "Food Vendors," the parties further agree that neither Handshake nor any of the concert series performers or their agents shall solicit, authorize, use or operate any food concession in the City Park or on public property during the Concert Series. However, Handshake may sell non-food items such as tapes, CD's, T-shirts, hats, and items directly related to the event.
 - B. No Charge: The parties further agree that no charge, fee or attempt to collect a charge or fee shall be solicited or requested from persons wishing to listen to or watch the Concert Series.
 - C. Food Vendors: The parties further agree that the sponsor of each concert may provide two food concessions during the summer Concert Series of 2012, 2013 and 2014. In the event there are multiple sponsors of any one concert, only two food concessions will be permitted.

The food concessionaire must comply with all applicable provisions of the Coeur d'Alene Municipal Code, including but not necessarily limited to obtaining a public health permit, as well as compliance with the provisions of 5.18.020(C),(D),(E),(F) and (G).

The parties further agree that the food concessionaire may operate between the hours of 12:00 P.M. and 5:00 P.M. Pacific Daylight Time the day of the scheduled concert and may only sell food items. The sale of non-food items by the food concessionaire is prohibited.

6. Concert Area Not To Be Delineated: The parties agree that no specific area shall be set aside in any manner whatsoever for the purpose of delineating a specific concert listening or watching area.
7. Signs: The parties agree to the extent permitted by the Coeur d'Alene Municipal Codes including, but not limited to the Sign Code (15.24) that signs publicizing the Concert Series and recognizing private donors to the concert series may be erected.

- A. Public Acknowledgment: Donors and performers of each performance may be publicly acknowledged at each concert for their respective contributions.
 - B. Publicity: The parties further agree that fliers are not permissible pursuant to municipal code unless the same are distributed from within a business or other private property. Banners are not permitted by the Coeur d'Alene Sign Code, and advertising, other than as set forth herein, shall be by local newspapers, television, radio and store front posters. To the extent permitted by law, the City will allow a sign advising of the concert and its donors to be located in such places as may be permitted by the Coeur d'Alene Sign Code as it now exists and may hereinafter be amended.
8. Finances: The parties agree that Handshake shall be responsible for all contractual arrangements and obligations with performers. The City's sole role shall be as an administrator for the funds donated by private parties to support the Concert Series.
9. Performers: The parties agree that various municipal codes including Coeur d'Alene Municipal Code Chapters 5.18 and 5.44 become applicable as the number of individuals attending solely the Concert Series increases above two hundred (200) individuals. Therefore, Handshake agrees to select only those performers that Handshake reasonably believes will attract no more than two hundred (200) individuals (excluding those individuals that may be originally in the park for other purposes) to assure the crowd remains manageable and not a threat to public welfare and health. To this end Handshake agrees to submit, for approval, a list of proposed performers to the City Park Department's Director no later than sixty (60) days before each performance. In the event the City Park Department's Director recommends against a proposed performer, Handshake agrees to find another performer(s).
10. Sponsor List: Handshake agrees it shall provide a list of proposed donors to the City Treasurer for approval no later than May 1, 2012, for the summer 2012 Concert Series, no later than May 1, 2013 for the 2013 summer Concert Series, and no later than May 1, 2014 for the 2014 Summer Concert Series, noting the amount of the donor's donation. The City acting through its City Treasurer shall in its sole discretion approve or disapprove of the program donors.
11. Concert Schedule: The parties agree that there shall be eleven (11) concerts during the summers of 2012, 2013, and 2014, from 1:00 P.M. to 4:00 P.M. Pacific Daylight Time.

The dates of the 11 concerts in 2012 shall be as follows: June 3, 10, and 17; and July 1, 8, 15, 22, and 29; and August 12, 19, and 26.

The dates of the 11 concerts in 2013 shall be as follows: June 2, 9, 16 and 30; July 7, 14, 21, and 28; and August 11, 18, and 25.

The dates of the 11 concerts in 2014 shall be as follows: June 1, 8, 15, and 22; July 6, 13, 20, and 27; and August 10, 17, and 24.

- A. The parties agree that Handshake shall have an appropriate back-up venue in the event of inclement weather in its agreements with performers to insure that a concert does indeed take place.
- B. The parties agree the City may, from time to time, unilaterally cancel summer concert series events for reasons deemed by the City to be in the best interest of public welfare and safety.

12. Additional Specific Duties of Handshake: The parties agree that Handshake will:

- A. Secure sufficient donors and collect donations to cover the costs of the Concert Series and deposit the amount with the City. If sufficient donors making a contribution of Twenty Seven Thousand Five Hundred and No/100 Dollars (\$27,775.00) by May 1, 2012 for the 2012 summer Concert Series, and May 1, 2013, for the 2013 summer Concert Series, and May 1, 2014, for the 2014 summer Concert Series have not been acquired, the parties may agree to a downsized concert series consistent with the amount of funds received from donors. Handshake shall neither contract nor initiate contract negotiations beyond the budgeted amounts set forth in Exhibit "A."
- B. In the event donations for the concert series exceed the budgeted amount of Twenty Seven Thousand Five Hundred and No/100 Dollars (\$27,775.00) set forth in Exhibit "A" the funds to the extent permitted by law shall be utilized for additional concerts in each respective year.
- C. Develop the performers' contracts which shall be subject to the terms of this agreement and all applicable laws of the State of Idaho and city of Coeur d'Alene.
 - 1. Include in the contracts with performers that they will not possess or use alcoholic beverages, or illegal drugs, in the City Park. Further, Handshake will include in performers' contracts that tobacco products will not be possessed or used by performers on stage or in the park buildings.
 - 2. Include in contracts with performers a provision that performers will perform in appropriate attire, including shirts, and excluding swim wear.

- D. Be at the Rotary Lakeside Bandshell at the Coeur d'Alene City Park at least two (2) hours before a performance begins to ensure the performers begin on time and to assist with their set up.
 - E. Remain in attendance throughout the performance and act as Master of Ceremonies to ensure a smooth running performance.
 - F. Remain until the performers leave to ensure a speedy break down and departure.
 - G. Take care of all publicity, press releases, bulletin/calendar announcements and media advertising.
 - H. Handshake shall coordinate its performance with the City Art's Commission in order to work towards a common goal of furthering arts and entertainment for the benefit of the citizens of Coeur d'Alene including coordinating of scheduled events.
13. The parties agree to the budget set forth in Exhibit "A" attached hereto and by this reference incorporated herein.
 14. Renegotiation: Lessee may request in writing a three (3) extension of this agreement for the 2015, 2016 and 2017 summer Concert Series by submitting to Lessor a written request for this extension after May 1, 2014, and prior to November 1, 2014. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that a three (3) year extension of the agreement with Handshake Productions be negotiated with the City and that such negotiations would begin in November 2014. If the three (3) year extension is approved, Lessee may, during the term of the extended agreement, request in writing another three (3) year extension for the 2018, 2019 and 2020 summer Concert Series by submitting to Lessor a written request for this extension after May 1, 2016, and prior to November 1, 2016. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that another three (3) year extension with Handshake Productions be negotiated with the City and that such negotiations would begin in November 2016.
 15. Default: Time is of the essence of the agreement and Handshake shall be considered in default upon the failure to perform any of the terms of this agreement and the City may terminate the contract. Provided, however, before declaring Handshake in default the City shall notify Handshake in writing of the particulars in which it deems Handshake to be in default, and Handshake shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to Handshake at the last address Handshake has left with the City, with proper postage affixed, within which to remedy the default. In

lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5 (b).

- 16. Termination For Convenience of City: The site of the location is within the Urban Renewal District and in the downtown area of Coeur d’Alene. Development of the downtown area or the development of the City’s downtown properties may require the City to cancel use of the bandshell. The parties agree City may at any time after ten (10) day’s written notice terminate this agreement. The notice of the cancellation by the City of this agreement for no cause shall be given in the same manner as notice of termination in case of default. In such event neither party shall have a claim against the other.

IN WITNESS WHEREOF, the City of Coeur d’Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Handshake Productions, Inc., has caused the same to be executed the day and year first above written.

CITY OF CITY OF COEUR D’ALENE

HANDSHAKE PRODUCTIONS, INC.

By: _____
Sandy Bloem, Mayor

By: _____
, President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

, Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of June, 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** and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of June, 2011, before me, a Notary Public, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of **Handshake Productions, Inc.**, 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 Idaho
Residing at _____
My Commission expires: _____

Exhibit “A”

BUDGET FOR SUMMER CONCERT SERIES – 2012-2014

Eleven (11) Concerts each summer for 2012, 2013 and 2014 = \$27,500.00 each series.

\$ 10,450.00	BAND COSTS (Payment to the concert performers will be \$950.00 per concert.)
\$ 11,000.00	PRODUCTION COSTS (Each concert will cost \$1,000.00 in production costs.)
\$ 2,750.00	FUND RAISING (Each concert will cost \$250.00 for fund raising.)
\$ 1,375.00	BANDSHELL (Each concert will cost \$125.00 in fees for use of the bandshell.)
<u>\$ 2,200.00</u>	PUBLICITY (Each concert will cost \$200.00 in publicity.)
<u>\$27,775.00</u>	TOTAL

The Summer Concert Series will consist of eleven (11) concerts each summer for 2012, 2013 and 2014, The following is the budget for expenses per show:

<u>Item</u>	<u>Expense</u>
Band	\$ 950.00
Production	\$ 1,000.00
Fund Raising	\$ 250.00
Bandshell	\$ 125.00
Publicity	<u>\$ 200.00</u>
Total	\$2,525.00

GENERAL SERVICES COMMITTEE
Staff Report

DATE: May 23, 2011
FROM: Troy Tymesen, Finance Director, and Liaison to Parking Commission
SUBJECT: Leasing of the City owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July

DECISION POINT:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

HISTORY:

The City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. This would be the second year of this partnership. The proposal from the Chamber and recommended by the Parking Commission is to allow the Chamber to lease the City owned lots for \$9,800.00, the revenue projected for the 4th of July based on the average revenue generated by the lots over the past three years. The change with this arrangement is that the Chamber would increase the event parking fee, currently \$7.00 for the day after the rate increase this spring, to \$12.00 in order to generate income to assist with the cost of the fireworks display. The cost of the fireworks display approaches \$30,000.00 for the show. Sponsors and donors are more difficult to find during these economic times.

FINANCIAL ANALYSIS:

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. 40% of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. If the Chamber were to charge \$12.00 for event parking the gross income should be approximately \$7,000.00 to help defray the cost of the community fireworks display.

PERFORMANCE ANALYSIS:

The revenue generated by this partnership would go to a dedicated fund for community fireworks. The Chamber does not have a direct method to collect funds for this annual celebration.

DECISION POINT/RECOMMENDATION:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

FINANCE DEPARTMENT
Staff Report

DATE: June 7, 2010

FROM: Troy Tymesen, Finance Director, Liaison to Parking Commission

SUBJECT: Leasing of the City owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July

DECISION POINT:

To lease the parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

HISTORY:

The City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. The lease rate is equivalent to the average parking fee generated by the lot over the previous three years. The proposal from the Chamber and recommended by the Parking Commission is to allow the Chamber to rent the lots for \$7,000.00, the average revenue generated by the lots over the past three years. The change with this arrangement is that the Chamber would increase the event parking fee, currently \$5.00 for the day, to a higher amount in order to generate income to assist with the cost of the fireworks display. The cost of the fireworks display approaches \$30,000.00 for the show. Donors are more difficult to find during these economic times and a significant \$10,000.00 donor for the past two years is unable to assist this year.

FINANCIAL ANALYSIS:

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. 40% of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. If the Chamber were to charge \$10.00 for event parking the gross income should be approximately \$7,000.00.

PERFORMANCE ANALYSIS:

The revenue generated by this partnership would go to a dedicated fund for community fireworks. The Chamber does not have a direct method to collect funds for this annual celebration.

DECISION POINT/RECOMMENDATION:

To lease the parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.



CITY OF COEUR D'ALENE

City Hall, 710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2300
www.cdaid.org

June 7, 2011

Mr. Todd Christensen
Executive Director
Coeur d'Alene Chamber of Commerce
105 N First Street, Ste. 100
Coeur d'Alene, ID 83814

RE: 4th of July Parking Lot Lease Agreement

Dear Mr. Christianson:

Pursuant to City Council Resolution number 11-019, approved on June 7, 2011, this letter will serve as the Lease Agreement between the City of Coeur d'Alene (lessor) and the Coeur d'Alene Chamber of Commerce (lessee) for the following listed city parking lots for July 4, 2011:

- 3rd and 4th Street lots
- Independence Point lot
- Museum lot
- Memorial Field lot
- 4th & Coeur d'Alene lot

The term of the lease shall be 24 hours, starting at midnight on July 3, 2011 and ending at midnight July 4, 2011.

The rental amount for the lease shall be Nine-Thousand Eight-Hundred Dollars (\$9,800.00) payable to the City of Coeur d'Alene Parking Fund. Payment shall be made by or before July 31, 2011.

The lessee agrees that it will charge no more than \$12.00 per space for all parking spaces during the term of the lease.

Please sign this Lease Agreement and return it to the City Clerk. Thank you for your attention to this matter.

APPROVED:

Sandi Bloem, Mayor

By: _____
Coeur d'Alene Chamber of Commerce

ATTEST:

Its: _____

Susan Weathers, City Clerk

Date: _____

Date: _____

GENERAL SERVICES COMMITTEE

STAFF REPORT

DATE: May 23, 2011
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: MOU with Dalton Water District

DECISION POINT

Staff is requesting Council approval of a Memorandum of Understanding with Dalton Water District for reimbursement of costs related to relocation of their existing water main in Government Way.

HISTORY

As part of the upcoming Government Way reconstruction, the existing Dalton Water District main located in the roadway will be relocated and upsized from an 8" line to a 12" line. The project is responsible for relocating the main, but the cost of upsizing is the responsibility of the District. The work will be done with construction of the road.

FINANCIAL ANALYSIS

The Engineers estimate for upsizing the main is \$38,000. The District has agreed to reimburse the City the full amount so there would be no cost to the City.

PERFORMANCE ANALYSIS

The relocation and upsizing is being done at the request of the District as a condition of allowing the City to construct the new road over their existing water main easement. The MOU provides for the recoupment of the oversizing costs, which will be done in conjunction with the relocation.

RECOMMENDATION

Staff recommends that Council approve the MOU with Dalton Water District providing for reimbursement of costs associated with upsizing the existing water main.

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF COEUR D'ALENE and DALTON WATER ASSOCIATION

City of Coeur d'Alene, an Idaho municipal corporation and political subdivision of the state of Idaho ("Coeur d'Alene"), and Dalton Water Association, an Idaho corporation ("Association") enter into this Memorandum of Understanding ("MOU") regarding the placement and maintenance of a waterline adjacent to Government Way.

WHEREAS, the Association provides domestic water to the members within its district;

WHEREAS, the Association has easements in Government Way for its waterlines and facilities from Dalton to Hanley Avenue;

WHEREAS, Coeur d'Alene is improving Government Way pursuant to a Project referenced as Government Way, Dalton to Hanley Avenue, Project No. A011-526; Key No. 11526;

WHEREAS, Coeur d'Alene does not desire to exercise the power of eminent domain to acquire the Association's easements as part of the road improvement project;

WHEREAS, Coeur d'Alene desires that the Association relocate some of its utilities to accommodate the road widening project;

WHEREAS, the Association is willing to relocate its facilities if Coeur d'Alene participates in the cost of relocation;

WHEREAS, the Association intends to upgrade the size of its pipeline from an eight inch (8") main line to a twelve inch (12") main during the relocation;

NOW THEREFORE, in consideration of the mutual interests and benefits to be derived from the cooperative efforts of the parties in relocating the Association's utility to allow for the

widening of Government Way and upgrading the Association's main line at the same time; the parties agree as follows:

1. Nothing herein shall be construed to mean that the Association releases or relinquishes to Coeur d'Alene any of its property rights, title or interest in the Association's easements.

Coeur d'Alene has not condemned the Association's property easements, and such easement rights are not intended to be extinguished or altered by this Memorandum of Understanding.

2. Coeur d'Alene shall be permitted to extend its Project improvements into the Association's easement area. However, any right of way acquired from the landowners in this corridor which is subject to the Association's easement rights shall remain subject to such easement rights.

3. Coeur d'Alene agrees to relocate Association's facilities within its easements to accommodate the Project. In return for such relocation, Association agrees to pay Thirty-Eight Thousand Dollars (\$38,000.00) towards such relocation.

4. The Association shall allow Coeur d'Alene to upgrade its line from an 8" main to a 12" main during such relocation. The Association in the future will apply for encroachment permits from the City of Coeur d'Alene and will not be charge for the permit for any portion of its line which lies within the right of way.

5. The parties hereto shall work cooperatively together to assure that the Project is not delayed and the relocation and installation of the upgraded line is not delayed.

6. This MOU may be amended or supplemented by mutual agreement effectuated in writing and duly executed by the parties;

7. This MOU shall be in full force and in effect when signed by all parties.

8. Each party hereby warrants that its participation and execution of this MOU has been duly approved by its governing board.

9. All notices, requests and other communications under this MOU shall be in writing, and shall be (a) delivered personally, (b) sent via FedEx or similar private express mail service (hereinafter "FedEx"), (c) sent via facsimile, or (d) mailed, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

City of Coeur d'Alene
Municipal Services
Attn: City Clerk
710 E. Mullan Ave.
Coeur d'Alene, Idaho 83814

Dalton Water Association
Attn: JoAnne Baune
6360 N. 4th Street
Coeur d'Alene, ID 83815

7. Each party hereby agrees to indemnify, defend and hold harmless the other party, its officials, agents, officers, and employees against any and all liabilities, obligations, lawsuits, administrative writs, claims, judgments, or penalties arising as a result of the party's actions conducted in performance of its duties under this MOU.

EXECUTED and EFFECTIVE THIS 7th day of June, 2011.

DALTON WATER ASSOCIATION

BY: _____
Richard Gittel, President

CITY OF COEUR D'ALENE

ATTEST:

BY: _____
Sandi Bloem, Mayor

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of June, 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 Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of June, 2011, before me, a Notary Public, personally appeared Richard Gittel, known to me to be the President, of the Dalton Water Association, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

COUNCIL STAFF REPORT

DATE: June 2, 2011
FROM: James Remitz, Utilities Project Manager
SUBJECT: May 10, 2011 Bid Results for the **2011 Open Trench Project.**

=====

DECISION POINT:

The City Council may wish to accept and award a contract to the low, responsive bidder for the City of Coeur d'Alene Wastewater Utility **2011 Open Trench Project** from bids that were opened May 10, 2011 at 2:00 PM. A tabulation of the bid results is attached.

HISTORY:

This project was advertised in the Coeur d'Alene Press April 22, 2011 and April 29, 2011 soliciting sealed bids for the 2011 Open Trench Project that would replace approximately 550 LF of existing sewer piping at two (2) separate locations. The Engineer's Opinion of Probable Cost for the project is \$125,000.00

FINANCIAL ANALYSIS:

The low bidder, Big Sky Development, has requested to withdraw their bid based on errors made within their bid. After consulting with the engineers (J-U-B Engineers) and City legal staff, it appears that it is in the best interest of the City to allow this bid to be withdrawn. Since the next low bid (BCR Land Services, Inc.) is non-responsive, the **bid of S&L Underground, Inc. is the lowest, responsive bid.** This bid price is below the Engineer's Opinion of Probable Cost and funding for the project is budgeted in the Wastewater Utility budget.

PERFORMANCE ANALYSIS:

Wastewater Utility has identified this Sanitary Sewer Open Trench project in the current FY 2010-2011 budget and has the available funds.
S&L Underground, Inc. has successfully completed prior City of Coeur d'Alene projects and the Wastewater Utility is confident in ability of S&L Underground, Inc. to perform this work under the contract.

RECOMMENDATION:

Award the 2011 Open Trench Project contract to **S & L Underground, Inc.**, P.O. Box 1952, Bonners Ferry, ID 83805 for the total bid price of \$111,504.00.

Contract

THIS CONTRACT, made and entered into this 7th day of June, 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 "CITY", and S & L UNDERGROUND, INC. a corporation duly organized and existing under and by virtue of the laws of the state of Arizona, with its principal place of business at 936 Curless Rod, Bonners Ferry, ID 83805, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the **2011 Open Trench Project** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene - Wastewater Utility - 2011 Open Trench Project

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

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

The CONTRACTOR agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the 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 CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of **One Hundred Eleven Thousand, Five Hundred Four Dollars and 00/100 (\$111,504.00)** as provided in the Unit Price Schedule below. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained

from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
201.4.1.D.1	Removal of Existing Asphalt	533	SY	\$5.00	\$2,665.00
301.4.1.E.1	Trench Safety and Shoring	1	LS	\$2,500.00	\$2,500.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	580	SY	\$10.00	\$5,800.00
307.4.1.G.1	Type "B" Surface Restoration (Asphalt Roadway)	533	SY	\$28.00	\$14,924.00
401.4.1.A.1	Water Main Pipe – Size 8" – Type C-900	20	LF	\$85.00	\$1,700.00
405.4.1.A.1	Non-Potable Main Line Separation	1	EA	\$1,200.00	\$1,200.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	567	LF	\$70.00	\$39,690.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	4	EA	\$4,500.00	\$18,000.00
502.4.1.C.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	3	EA	\$500.00	\$1,500.00
504.4.1.A.1	Sewer Service Line – Size 4"	20	LF	\$35.00	\$700.00
601.4.1.A.1	Storm Drain – 12 inch – PVC ASTM 3034	50	LF	\$45.00	\$2,250.00
601.4.1.A.1	Storm Drain – 18 inch – PVC ASTM F679	10	LF	\$80.00	\$800.00
602.4.1.F.1	Catch Basin – Type 1	1	EA	\$950.00	\$950.00
706.4.1.F.1	Concrete Driveway Approach	45	SY	\$85.00	\$3,825.00
2010.4.1.A.1	Mobilization	1	LS	\$10,000.00	\$10,000.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$5,000.00	\$5,000.00
TOTAL BASE BID:					\$111,504.00

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2011, or within sixty (60) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

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

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

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a

transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

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

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

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

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

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

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

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

**CONTRACTOR:
S & L UNDERGROUND, INC.**

By:

Sandi Bloem, Mayor

By:

Its:

ATTEST:

Susan K. Weathers, City Clerk

ATTEST:

By:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of June, 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 Idaho
Residing at _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of June, 2011, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **S & L UNDERGROUND, INC.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

CITY COUNCIL
STAFF REPORT

DATE: June 7, 2011

FROM: Wayne Longo
Chief of Police

SUBJECT: School Resource Officer agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2011-2012.

History:

The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

Financial Analysis:

The school district has agreed to pay \$158,562 of the personnel costs associated with this program.

Performance Analysis:

The SRO program has specifically impacted campus crime as documented by standard crime reporting data. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved.

Quality of Life Analysis:

The SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2011-2012.

The School District is committed to this program and has already agreed to maintain this program for the fiscal school year of 2011-2012.

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2011-2012

THIS AGREEMENT is entered into this **7th day of June, 2011**, by and between **School District #271**, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the **City of Coeur d'Alene**, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

W I T N E S S E T H:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide five (5) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school and middle school campuses, located in the City of Coeur d'Alene; and
2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School, investigate youth related criminal cases, continue work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and
2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self insurance as the case may be in order to protect the district from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are

not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of One Hundred Fifty Eight Thousand Five Hundred Sixty Two Dollars and 00/100 (\$158,562.00) to be paid quarterly.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2011-2012 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before July 1, 2012, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VI. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed on their behalf by duly authorized representative on the 7th day of June, 2011, pursuant to Resolution No. 11-019, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

**COEUR D'ALENE SCHOOL
DISTRICT #271**

By: _____
Sandi Bloem, Mayor

By: _____
Edith Brooks, Chairperson

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Lynn Towne, Clerk of the Board

APPROVED as to form and legality this 7th day of June, 2011.

By: _____
Michael C. Gridley, City Attorney

By: _____
Charles Dodson, Attorney for School District 271

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: Legal-Civil
 DATE: June 7, 2011

RECORD DESCRIPTION <i>[GENERAL / MISCELLANEOUS FILES]</i>	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (From - To)
Finance Department – Franchise Fees	Temporary	2000 – 1983
Finance Department – Correspondence / Miscellaneous	Temporary	1992 – 1996
Finance Department – Integrity Insurance Company	Temporary	1994 – prior
Finance Department – Correspondence / Miscellaneous	Temporary	1991 – prior
Finance Department – Insurance Policies & Matters	Temporary	1990 – prior
Finance Department – Self Insurance	Temporary	1994 – prior
Finance Department – \$800,000 Sewer Bond Issue	Temporary	1985
Bed and Breakfast – Correspondence / Miscellaneous	Temporary	1996 – prior
Benches - Correspondence / Miscellaneous	Temporary	1991 – prior
Best Hills Ranch / The Pines	Temporary	1997 – prior
Bestland Annexation	Temporary	1999 – prior
Island Asphalt – permit issue	Temporary	1991 – prior
Coeur d’ Alene Industrial Park	Temporary	1995 – prior
Holy Family – Bldg on Kathleen	Temporary	2000 – prior
Fort Ground Apartments – code enforcement issue	Temporary	1992 – prior
4 th Street Improvement Project	Temporary	1986 – prior
Legal Opinions – Misc Issues	Temporary	1999 – prior
North 95 Commercial Tracts	Temporary	1998 – prior
NW Pipeline aka New City Shop on Ramsey	Temporary	1996 – prior
RECORD DESCRIPTION	TYPE OF RECORD (Perm./ Semi-P /	DATES OF RECORDS

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: April 18, 2011

From: Michael Kempton, GMW II

SUBJECT: BOUNDARY LINE ADJUSTMENTS AT RIVERSTONE PARK
(General Services Action Required)

DECISION POINT:

Accept a boundary adjustment between Lot 11 of the Riverstone West First Addition and Lot 12 of the Riverstone West First Addition (Riverstone Park) that will result in an almost even of 1281.47 square feet of land for 1280.63 square feet of land.

HISTORY:

When Riverstone Park was constructed, a section of the pedestrian path from Johns Loop to the pond loop trail, and a section of the pond loop trail were both located on lot 11. As now delineated the paved trail meanders off and then back on to park property twice where it is adjacent to lot 11. Lot 11 is scheduled to be developed this calendar year and the owners would like to have the boundary corrected before construction begins.

FINANCIAL ANALYSIS:

There will be minimal financial impact to the city for this item. The land exchange will bring two areas of paved trail into the park. The area to be exchanged is currently maintained as turf grass in a retention swale. The transfer will involve deeding 1233 square feet of land to the owners of lot 11 in exchange for 1233 square feet of land from lot 11 to be added to Riverstone Park.

PERFORMANCE ANALYSIS:

Adjusting the property lines between lot 11 and Riverstone Park will clarify ownership of the paved trail and ensure continued public access to the existing walkways in the park. This exchange of property will make the northern boundary of the park more consistent and logical.

DECISION POINT:

Recommend that the Parks and Recreation Commission approve the exchange of 1233 square feet of property between to owners of lot 11 in the Riverstone West First Addition and the City of Coeur d'Alene as the owner of lot 12 (Riverstone Park) to incorporate the paved park pedestrian trail in to the park.



To: City Council

Date: May 16, 2011

Re: Fireworks Stands: The following are requesting approval from the City Council to operate fireworks stands within the City at these locations from 6/23/11 8:00am until 7/5/11 0:00pm

FIREWORKS STANDS 2011

	<i>Location</i>	<i>Vendor/Address</i>	<i>Distributor</i>	
1	Skate Plaza 5725 North Pioneer Dr	Candlelight Christian Fellowship 5725	Rolling Thunder Fireworks Dan Holmes Athol, ID 83801	
2	Runge Furniture 303 East Spokane St	Steven L. Bartlett 2123 East Prairieview Dr Post Falls, ID 83854	Fox Marketing-J Peterson 1801 South Avenue West Missoula MT 59801	
3	Safeway #1470 121 Neider Avenue	Janet Stutzman 3621 North Molter Road Otis Orchards, WA 99027	TNT Fireworks 104 S Freya White #120B Spokane WA 99202	
4	Safeway 1001 North Fourth St	Jeff Heushkel 734 Villard Street Cheney WA 99004	TNT Fireworks Spokane WA	
5	Albertsons 220 Ironwood Drive	April Matlock 1715 North McMilan Lane Spokane Valley, WA 99016	TNT Fireworks Spokane WA	
6	Walgreens 335 West Appleway	Journey- Troy Carpenter 6920 North Calispel Drive Coeur d'Alene ID 83815	TNT Fireworks Spokane WA	
7	Goodwill 1212 North Fourth St	Linda Morgan 16151 North Marble Lane Hayden ID 83835	TNT Fireworks Spokane WA	
8	Super 1 Foods 305 West Kathleen	Mary and Korah Quinn 251 Pinecrest Loop Sandpoint ID 83864	TNT Fireworks Spokane WA	
9	Fred Meyer 560 West Kathleen	Jeff Heuschkel 734 Villard St Cheney WA 99004	TNT fireworks Spokane WA	



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES -CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

Date rec. 5/13/11 Amt Pd 50- Rec. No 551243 Permit No Date issued

Application for MOBILE FOOD CONCESSION

Applicant Name KATHLEEN LANG Date of Application 5-13-11

Applicant Physical Address 2593 W Broadmoore

Mailing Address Same

City, State, Zip Hayden, Id 83835

Telephone Cell 818-4886 E-Mail arctickat@live.com Fax

Name of Business Arctic KAT

Health Permit No. 15-1226666 (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions) mobile ice cream & snack box truck

Please describe the type of item(s) sold pre packaged ice cream, snacks, coffee & hot cocoa pre sodas, other beverages that are pre packaged

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. City streets where permitted.

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Signature of Applicant Kathleen M. Lang

Sworn to me this 13th day of May, 20 11

City Clerk by Kathy Lewis, Deputy

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 4/22/2011
Department Name / Employee Name / Date
Request made by: Donald J. Thom 762-8684
Name / Phone
11205 Rocking R Road Hayden ID 83835
Address

The request is for: Repurchase of Lot(s)
 Transfer of Lot(s) from Herman J. Thom to Donald J. Thom

Niche(s): _____
Lot(s): 9, 10, _____, _____, _____. Block: 17 Section: C

Lot(s) are located in Forest Cemetery Forest Cemetery Annex (Riverview).

Copy of Deed or Certificate of Sale must be attached.

Person making request is Owner Executor* Other* Heir

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 4000) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 547894

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Sheri Carroll
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Herman J. Thom
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500 per lot.

RDE 5/31/11
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes No.
- Person making request is authorized to execute the claim: [Signature] 5/31/11
Attorney Init. Date

I certify that all requirements for the transfer sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

Susan K. Weathers 5-31-11
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: Yes No
Cemetery copy filed ; original and support documents returned to City Clerk

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 05/23/2011
Department Name / Employee Name / Date
Request made by: Don Gibbons 360-571-5699
Name / Phone
12416 NE 44th Avenue Vancouver WA 98686
Address / Phone
360-521-2660

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): SWORE, _____, _____, _____, _____, _____ Block: 5 Section: F

Lot(s) are located in Forest Cemetery / Forest Cemetery Annex (Riverview).

Copy of / Deed or / Certificate of Sale must be attached.

Person making request is / Owner / Executor* / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ N/A) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie J Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Marybelle Thompson
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 31.05 per lot.

RDE 5/26/11 (Family Plot)
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] 5/23/11
Attorney Init. / Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

Susan Weather 5-31-11
City Clerk's Signature / Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / Yes / / No
Cemetery copy filed / ; original and support documents returned to City Clerk /

Cemetery Supervisor's Signature / Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

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

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

[Office Use Only] Amt Pd \$6.25
 Rec No 552816
 Date 5/27/11
 Date to City Council: 6/7/2011
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	JSR L.L.C. / DBA: THE BEVERAGE SHACK ON 4th ST.
Business Mailing Address	P.O. BOX 3051 COA, ID 83816
City, State, Zip	COA, ID 83816
Business Physical Address	2020 N. 4th ST.
City, State, Zip	COA, ID 83814
Business Contact	Business Telephone: (509) 863-6937 Fax: (208) 667-5800
License Applicant	JSR L.L.C.
If Corporation, partnership, LLC etc. List all members/officers	JOSEPH S. RANDALL / Manager GARY C. RANDALL / Member SHARON A. RANDALL / Member

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

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

[Office Use Only] Amt Pd 299.97
 Rec No 501747
 Date 5-16-11
 Date to City Council: 6-7-11
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	FIRE
Business Mailing Address	517 E. Sherman Ave
City, State, Zip	Coeur d' Alene ID 83814
Business Physical Address	517 Sherman Ave
City, State, Zip	Coeur d' Alene ID 83814
Business Contact	Business Telephone : 208-699-2663 Fax:
License Applicant	Urban Restaurant Concepts LLC DBA: FIRE
If Corporation, partnership, LLC etc. List all members/officers	Doug Johnson, Paul Cartee, John Cardosa

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

May 23, 2010
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
John Bruning

COMMITTEE MEMBERS ABSENT

Ron Edinger

CITIZENS PRESENT

Natalie Forsyth
Krista Panerio
Todd Christensen
Tom Hasslinger, CdA Press

STAFF PRESENT

Doug Eastwood, Parks Director
Wes Somerton, Chief Deputy City Attorney
Troy Tymesen, Finance Director
Gordon Dobler, Engineering Director
Chris Bates, Engineering
Wendy Gabriel, City Administrator
Mike Gridley, City Attorney
Warren Wilson, Chief Civil Deputy City Attorney
Jon Ingalls, Deputy City Administrator
Juanita Knight, Senior Legal Assistant

**Item 1. E-Cigarettes / Ban on Sale to Minors.
(Information Only)**

Natalie Forsyth, on behalf of the STAND (Support Teens Against Nicotine Dependency) group, is requesting the city adopt an ordinance that would prohibit the sale, use, and possession of electronic cigarettes and their nicotine components to minors under the age of 18. Ms. Forsyth went on to explain that these products deliver significant doses of nicotine, a substance well known to be both addictive and harmful, to their users. Since e-cigarettes are unregulated and have yet to be approved by the FDA, they pose an added risk to youth as they are often sold in youth-oriented, candy flavors and can currently be purchased by minors.

Krista Panerio, Tobacco Enforcer for Spokane Regional Health District, explained how they conducted a special emphasis project by taking minors (15 y/o) out to test the sale of these E-Cigarettes. Ms. Panerio stated that they were sold to over 90% of the time. E-Cigarettes are being sold at mall kiosks, coffee stands, gas stations, convenient stores, etc. Ms. Panerio stated that cities such as the City of Spokane, City of Spokane Valley, Liberty Lake and City of Millwood, along with Spokane County have adopted ordinances to protect youth from these products by restricting their sale to persons under 18 years of age.

The Committee directed the Legal Department to research this and if deemed appropriate, draft an ordinance for consideration.

**Item 2. Riverstone Park / Boundary Line Adjustment
(Consent Calendar)**

Doug Eastwood is requesting a boundary line adjustment between Lot 11 of the Riverstone West First Addition and Lot 12 of the Riverstone West First Addition (Riverstone Park) that will result in an almost even 1281.47 square feet of land for 1280.63 square feet of land. Mr. Eastwood stated that when Riverstone Park was constructed, a section of the pedestrian path from Johns Loop to the pond loop trail, and a section of the pond loop trail were both located on Lot 11. As now delineated, the paved trail meanders off and then back on to park property twice where it is adjacent to Lot 11. Lot 11 is scheduled to be developed this calendar year and the owners would like to have the boundary corrected before construction begins.

MOTION: by Councilman Bruning, seconded by Councilman Kennedy that Council declare its intent to exchange real property at Riverstone Park to adjust the property lines between Lots 11 and 12.

Item 3. Handshake Productions / Contract Renewal.
(Consent Resolution No. 11-019)

Doug Eastwood is requesting approval to renew the Handshake Productions Agreement for an addition 3 years. Mr. Eastwood reported that the Summer Concert Series is entering its 16th year. This is a very successful event that has become a Sunday afternoon pastime for a good number of residents.

MOTION: by Councilman Bruning, seconded by Councilman Kennedy that Council adopt Resolution NO. 11-019 approving a 3-year extension to the agreement with Handshake Productions for the Summer Concert Series.

Item 4. US-95 at Cherry Lane / Speed Limit Change
(CB 11-1009)

Warren Wilson is recommending Council approve an amendment to Municipal Code Section 10.32.220 establishing the 35 miles per hour speed limit on US-95 .295 miles north of Cherry Lane. Mr. Wilson said the purpose of the amendment is to make the city code description of the speed zone consistent with the signage. This will eliminate an approximately 1/3 mile of roadway that appears to be signed 35 miles per hour but is actually 45 miles per hour by city code. It will eliminate confusion for traffic enforcement for this section of highway.

MOTION: by Councilman Bruning, seconded by Councilman Kennedy that Council adopt Council Bill No. 11-1009 amending the city code section 10.32.220 establishing the 35 miles per hour speed limit on US-95 .295 miles north of Cherry Lane.

Item 5. 4th of July parking / Chamber's Use of Parking Lot.
(Consent Resolution No. 11-019)

Jon Ingalls, on behalf of Troy Tymesen, presented a request for approval to lease the city owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display. Mr. Ingalls explained that this would be the second year of this partnership. The proposal from the Chamber and recommended by the Parking Commission is to allow the Chamber to lease the City owned lots for \$9,800.00, the revenue projected for the 4th of July based on the average revenue generated by the lots over the past three years. The change with this arrangement is that the Chamber would increase the event parking fee, currently \$7.00 for the day after the rate increase this spring, to \$12.00 in order to generate income to assist with the cost of the fireworks display. The cost of the fireworks display approaches \$30,000.00 for the show. Sponsors and donors are more difficult to find during these economic times

MOTION: by Councilman Bruning, seconded by Councilman Kennedy that Council adopt Resolution No. 11-019 approving leasing the city owned parking lots to the chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

Item 6. Memorandum of Understanding with Dalton Water District / Reimbursement of Main Upsizing.
(Consent Resolution No. 11-019)

Chris Bates is requesting Council approval of a Memorandum of Understanding with Dalton Water District for reimbursement of costs related to relocation of their existing water main in Government Way. Mr. Bates explained that as part of the upcoming Government Way reconstruction, the existing Dalton Water District main located in the roadway will be relocated and upsized from an 8" line to a 12" line. The project is responsible for relocating the main, but the cost of upsizing is the responsibility of the District. The work will be done with construction of the road. The Engineers estimate for upsizing the main is \$38,000. The District has agreed to reimburse the City the full amount so there would be no cost to the City.

MOTION: by Councilman Bruning, seconded by Councilman Kennedy that Council adopt Resolution No. 11-019 approving a Memorandum of Understanding with Dalton Water District for reimbursement of costs related to relocation of their existing water main in Government Way.

The meeting adjourned at 12:35 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**City Council
Staff Report**

Date: April 7, 2011

From: Wes Somerton – Chief Criminal Deputy City Attorney

Subject: Speed Limit Change – US-95 at Cherry Lane

Decision Point:

To approve a recommendation to amend city code 10.32.220 for the speed limit zone on US-95 north of Cherry Lane to match the Idaho Transportation speed limit for that section of highway.

History:

The City of Coeur d'Alene currently describes its speed limit on US-95 from the southern city limits to 0.052 miles south of Cherry Lane at 35 miles per hour. The Idaho Transportation has determined the speed limits for this section of US-95 at 35 miles per hour from the southerly city boundary to .295 miles north of Cherry Lane. According to the District 1 Office of the Idaho Transportation Department their speed limit designation has been in place for over 20 years. Speed limit signs have been in place, as placed by the Idaho transportation Department for this same length of time. There exists a conflict with the ITD determined speed zone and the city code for this section of highway. Idaho Code section 49-208, authorizes incorporated cities to establish speed limits within their respective jurisdictions. The speed limit has already been established, just the locations of the speed zone is in conflict.

Financial Analysis:

The only cost anticipated is staff time to review, research and prepare the amended ordinance, to present and publish the ordinance. There are no actions needed or required by ITD or city Street or Engineering departments.

Performance Analysis:

The purpose of the amended ordinance is to make the city code description of the speed zone consistent with the signage. This will eliminate an approximately 1/3 mile of roadway that appears to be signed 35 miles per hour but is actually 45 miles per hour by city code. It will eliminate confusion for traffic enforcement for this section of highway.

Decision Point:

To approve the proposed ordinance amending city code 10.32.220 establishing the 35 miles per hour speed limit on US-95 .295 miles north of Cherry Lane.

COUNCIL BILL NO. 11-1009
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.32.220 TO CHANGE THE SPEED LIMIT ON U.S. HIGHWAY 95 THE SOUTHERLY CITY LIMITS AND MILEPOST 431.34 TO 35 MILE AN HOUR; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, and after recommendation by the General Services Committee, 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,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 10.32.220, is hereby amended to read as follows:*

10.32.220: The speed limit on United States Highway 95 from the southerly city limits to ~~0.0520,295~~ miles ~~south-north~~ of Cherry Lane at milepost ~~430.998431.34~~ shall be thirty five (35) miles per hour except for the school crossing zone at LaCrosse Avenue between milepost 429.950 to milepost 430.100 which shall be twenty five (25) miles per hour as posted when children are present.

Formatted: Font: Times New Roman, 12 pt

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 7th day of June, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Section 10.32.220

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.32.220 TO CHANGE THE SPEED LIMIT ON U.S. HIGHWAY 95 THE SOUTHERLY CITY LIMITS AND MILEPOST 431.34 TO 35 MILE AN HOUR; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Section 10.32.220 – speed limit on US-95, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 7th day of June, 2011.

Warren J. Wilson, Chief Civil Deputy City Attorney

OTHER BUSINESS

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: June 7, 2011

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Annexation Agreement for 15 and Best (Plechner Property) Annexation

DECISION POINT:

Approve the annexation agreement with Jay Plechner for property located at the intersection of 15th and Best Ave.

HISTORY:

On March 15, 2011 the Council approved the annexation of a parcel of land located at the corner of 15th Street and Best Ave contingent on completion of an annexation agreement. Staff has negotiated the proposed annexation agreement which included for review.

FINANCIAL ANALYSIS:

The zoning approved for the subject property allows for limited commercial development consistent with the surround neighborhood. Additionally, the property owner proposes to only construct a building up to 12,000 square feet. As such, the annexation fee for the property has been reduced, as allowed by the annexation fee policy, to \$3,099.00. In the event that the owner of the property later decides to build a larger structure, an additional fee in the amount of \$8,953.00, which would represent the maximum zoned density for the property. Additionally, the applicant is reimbursing the City for staff time in preparing the agreement in the amount of \$300.00.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

As indicated above, the City Council has previously approved annexation of the subject property contingent upon negotiation of a satisfactory annexation agreement. Given the size of the property, there are relatively few impacts created by this annexation, which are addressed in the agreement. Despite the size of the project, the annexation is important as it begins to close an island of county property that is completely surrounded by the City limits.

DECISION POINT/RECOMMENDATION:

Approve the proposed annexation agreement.

COEUR D'ALENE CITY COUNCIL

FINDINGS AND ORDER

A. INTRODUCTION

This matter came before the City Council on, March 15, 2011, for a hearing on A-1-11 (initial zoning upon annexation).

LOCATION: +/- 46,667 SQ. FT. PARCEL NEAR THE INTERSECTION OF 15th STREET & BEST AVE.

APPLICANT: CINDY ESPE

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

- B1. That the existing land uses in the area 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 current zoning of the property is County Ag Suburban.
- 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 57 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 25, 2011, and 4 responses were received: 0 in favor, 2 opposed, and 2 neutral.
- B7. That public testimony was heard on March 15, 2011, including:

Sean Holm, Planner.

Mr. Holm presented the staff report and indicated that the property in question is located at the southeast corner of 15th Street and Best Avenue. He noted that existing zoning within City limits in this area includes R-8 to the south, R-12 to the north, east and west and C-17 across the 15th Street/Best Ave. intersection to the northwest. He also noted that the 2007 Comprehensive Plan designation for this property is Stable Established within the Northeast ("NE") Prairie area. Mr.

Holm also indicated that the applicant had requested C-17 zoning but that the Planning Commission recommended that the property be zoned either Neighborhood Commercial (“NC”) or Community Commercial (“CC”).

Cindy Espe, 4017 Deerfield Drive, Cd’A.

Ms. Espe spoke on behalf of the owner-applicant and noted that they have been working on annexing this property since 2001. She testified that the property owner was comfortable with either the CC or NC zoning recommended by the Planning Commission.

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

We find that the NC zone recommended by the Planning Commission is in conformance with the Comprehensive Plan as follows:

The property in question is within the NE Prairie area and the “stable established” area in the comprehensive plan. Stable established areas are those areas where “the character of neighborhoods has largely been established and, in general, should be maintained.” The characteristics of the NE Prairie area is a stable established housing area with a mix of zoning districts that has largely been developed. The plan projects that overall density in the NE Prairie area will approach three to four residential units per acre with commercial uses concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate. As noted in the staff report, the area surrounding the subject property is a mix of residential zones with the only commercial property being across the Best Ave./ 15th Street intersection. Moreover, the entire block that the property is located on, including the property currently located in the county, is residential. As such, we find that a high intensity commercial zone (C-17, C-17L) would not be consistent with the Comprehensive Plan’s desire to protect existing established residential areas. However, given the property’s location at the intersection of Best Ave./15th Street, we find that the NC zone does comply with the Comprehensive Plan’s projection for neighborhood service nodes in the NE Prairie area. In this regard we also note that the purpose of the NC zone is to allow for the location of enterprises that mainly serve the immediate surrounding residential area and that provide a scale and character that are compatible with residential buildings. M.C. 17.05.1000.

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

The staff report indicates that adequate sewer, water, police and fire services are available for the subject property. Additionally, the staff report indicates that street system will provide adequate access to the property. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

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

The site is essentially flat as such we find that the physical characteristics of the site do make it suitable for the requested zoning.

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

There was no testimony received during the public hearing regarding any adverse impacts on the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses, as such the only evidence in the record on this issue is the staff report, which concluded that given the property's location at a developed intersection and the mix of zoning in the area, that there would not be any adverse impact to the surrounding area. Additionally, we find that the NC zone will also significantly limit any potential adverse impact by placing limits on the types of uses, style of building, performance standards and hours of operation to fit into a residential area. Given the above, we find that zoning this property NC, will not adversely impact the existing neighborhood's character, traffic and existing land uses.

ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the initial zoning upon annexation for the subject property will be Neighborhood Commercial (NC).

D. ORDINANCES AND STANDARDS USED IN EVALUATION

Comprehensive Plan - 2007.

Transportation Plan.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

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

Manual on Uniform Traffic Control Devices.

Coeur d'Alene Bikeways Plan.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent.

RESOLUTION NO. 11-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH JAY PLECHNER

WHEREAS, an Annexation Agreement has been negotiated between the City of Coeur d'Alene and Jay Plechner pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this 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, that the City enter into an Annexation Agreement with Jay Plechner in substantially the form attached hereto as Exhibit "A" 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 of Coeur d'Alene.

DATED this 7th day of June, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 7th day of June, 2011, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Jay Plechner**, 245 Whites Creek Road, Orofino, ID 83544, hereinafter referred to as the "Owner".

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits that Owner wishes to develop, and the Owner have applied for annexation to the City. The property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth; NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

Section 1. Legal Descriptions: The Property to be annexed is an approximately 46,667 square foot parcel located at the southeast corner of 15th Street and Best Avenue and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

Section 1. Applicable Standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of construction drawings approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

Section 1: Use of Utilities:

1.1 Water and Sewer: The Owner agrees to use the City's domestic water and sanitary sewer systems for this Property.

1.2 Garbage Collection: The Owner agrees to use the garbage collection service in effect within the City of Coeur d'Alene for this Property following the termination date of any existing garbage collection agreements currently in place for the Property. The City will identify the garbage collection service to be used.

1.3 Maintenance of Private Sanitary Sewer and Water Lines: City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, serving the Owner's Property.

1.4 Street Lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

1.5 Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS

Section 1: Installation of Public Improvements: The Owner agrees that prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall, in accordance with City Code, submit plans for approval and construct and install all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

ARTICLE V: FEES

Section 1. Consideration:

1.1 Annexation Fees and Covenant Restricting Structures on the Property: Owner has submitted a site plan for the Property that indicates the maximum square footage of the structure to be constructed on the Property is Twelve Thousand (12,000) square feet. A copy of the site plan is attached hereto as Exhibit "B" and by this reference is incorporated herein. Owner further covenants, on behalf of himself, his heirs and assigns, that the Owner will not construct a structure larger than Twelve Thousand (12,000) square feet on the Property. Based, on the site plan and the covenant from the Owner, the City and Owner agree that the Owner will provide

specific consideration for annexation in the amount of Three Thousand Ninety Nine Dollars and no/100 (\$3,099.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per equivalent unit [2,904 square feet] as applied to the structure detailed on the attached site plan). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due on or before the execution of this agreement.

1.2 Additional Fee for Larger Structures: In the event that Owner seeks a building permit for a structure larger than that depicted on Exhibit "B", or for additional structures (or additions to structures) that exceed the structure size depicted on Exhibit "B", the Owner will pay to the City the additional sum of Eight Thousand Nine Hundred Fifty Three Dollars and no/100 (\$8,953.00). This additional fee represents the remainder of the full annexation fee that would be due for the Property if the fee were based on the maximum zoned density for the Property rather than the structure depicted on Exhibit "B" and is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per equivalent unit [2,904 square feet]). Owner agrees that the City may, in its sole discretion, withhold issuance of any permits necessary to construct a structure subject to the additional fee required by this section until the City has received full payment of the additional fee required herein. Owner hereby waives any and all claims against the City, or its officers, employees or agents resulting from the City withholding building permits as authorized by this section. After receiving the payment contemplated by this section, the City agrees to cooperate with the Owner in executing and recording a document releasing the covenant regarding building size contained in Article V, Section 1.1 of this Agreement.

Section 2. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

Section 3. Other Fees: Additionally, the Owner, or successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

Section 4. The Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Three Hundred and No/100 Dollars (\$300.00).

ARTICLE VI. MISCELLANEOUS

Section 1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the property described in Article I, Section 1, rather than the parcel as a whole, that a short plat may be necessary. Owner agrees that in the event a short plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

Section 2. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from Owner's, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

Section 3. The Owner to Hold the City Harmless: The Owner further agrees they will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's tortious use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

Section 4. Time is of the Essence: Time is of the essence in this agreement.

Section 5. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

Section 6. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

Section 7. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

Section 8. Compliance with Applicable Laws: The Owner agrees to comply with all applicable laws.

Section 9. Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

Section 10. Publication of Ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and the Owner have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

OWNER

By: _____
Sandi Bloem, Mayor

Jay Plechner

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of June, 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** and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of June, 2011, before me, a Notary Public, personally appeared **Jay Plechner** known to me to be the **Owner** and acknowledged to me that such Owner executed the same.

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

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



Advanced Technology Surveying & Engineering

EXHIBIT A
LEGAL DESCRIPTION

**FOR ANNEXATION INTO THE CITY OF COEUR D'ALENE
CITY OF COEUR D'ALENE ORDINANCE NO. _____**

EFFECTIVE DATE: _____

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 7 BEARS SOUTH 89°43'02" EAST, 2648.94 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°43'02" EAST, 182.40 FEET ALONG THE NORTH SECTION LINE TO A POINT; THENCE SOUTH 00°16'58" WEST, 25.00 FEET TO A POINT ON THE EXISTING CITY OF COEUR D'ALENE LIMITS AND THE TRUE *POINT-OF-BEGINNING* FOR THIS DESCRIBED PARCEL OF LAND;

THENCE SOUTH 02°11'54" WEST, 203.09 FEET TO A POINT;

THENCE SOUTH 00°37'39" WEST, 102.00 FEET TO A POINT;

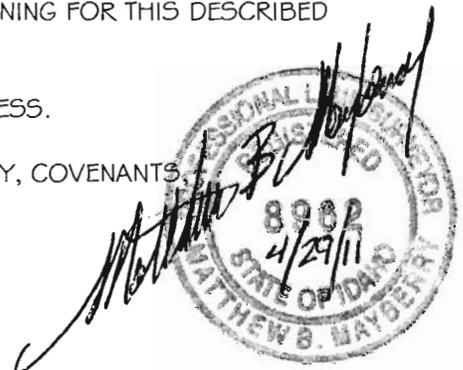
THENCE NORTH 89°43'26" WEST, 150.45 FEET TO A POINT ON THE AFOREMENTIONED CITY OF COEUR D'ALENE LIMITS. SAID POINT BEING 25.00 FEET EASTERLY FROM THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF SECTION 7;

THENCE NORTH 00°21'43" EAST, 305.00 FEET ALONG SAID CITY OF COEUR D'ALENE LIMIT LINE TO AN ANGLE POINT IN SAID CITY LIMIT LINE OF COEUR D'ALENE;

THENCE CONTINUING ALONG SAID CITY LIMIT LINE OF COEUR D'ALENE SOUTH 89°43'02" EAST, 157.43 FEET TO THE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND.

CONTAINING 1.071 ACRES (46,667 SQUARE FEET), MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.



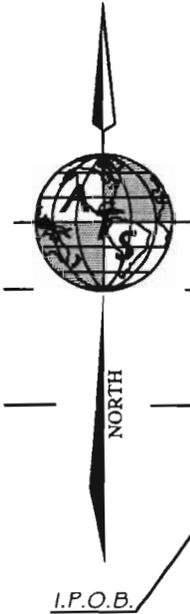
Z:\proj\10-069\survey\LEGAL DESCRIPTION\ANNEXATION LEGAL DESCRIPTION.doc

P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

ANNEXATION MAP

A PORTION OF THE NW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ALENE ORDINANCE # _____



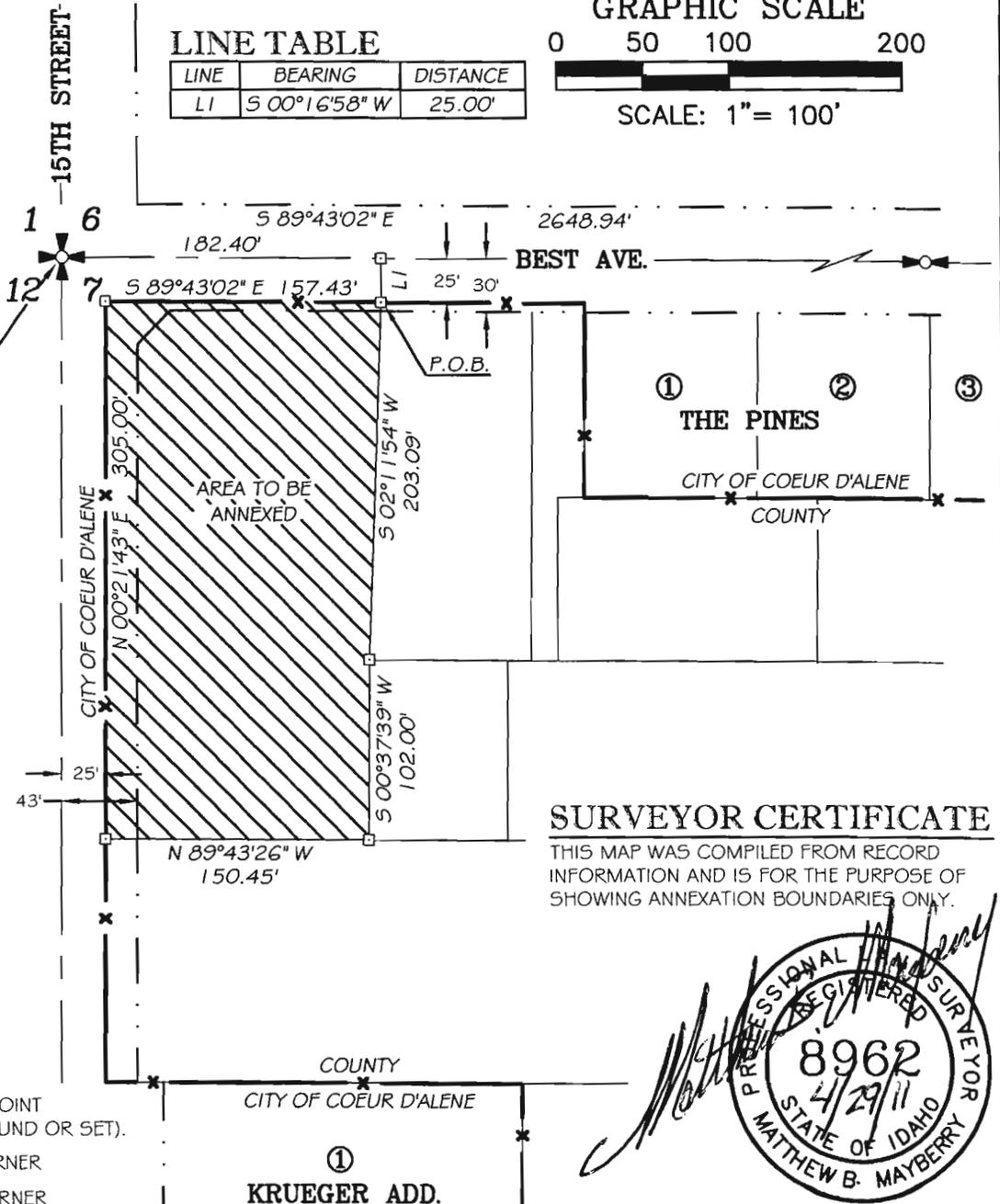
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°16'58" W	25.00'

GRAPHIC SCALE

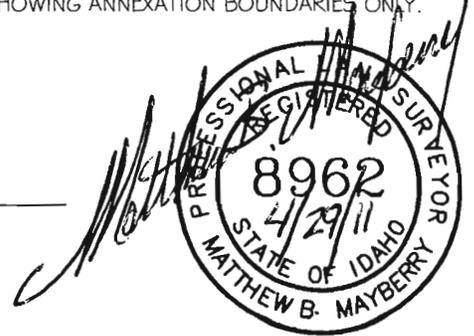
0 50 100 200

SCALE: 1" = 100'



SURVEYOR CERTIFICATE

THIS MAP WAS COMPILED FROM RECORD INFORMATION AND IS FOR THE PURPOSE OF SHOWING ANNEXATION BOUNDARIES ONLY.



LEGEND

- COMPUTED POINT (NOTHING FOUND OR SET).
- SECTION CORNER
- QUARTER CORNER
- AREA TO BE ANNEXED.
- CITY/COUNTY BOUNDARY LIMITS
- EXISTING LOT LINES
- EXISTING RIGHT-OF-WAY

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
 PH. (208)-772-2745 • FAX (208)-762-7731

SCALE: 1"=100'

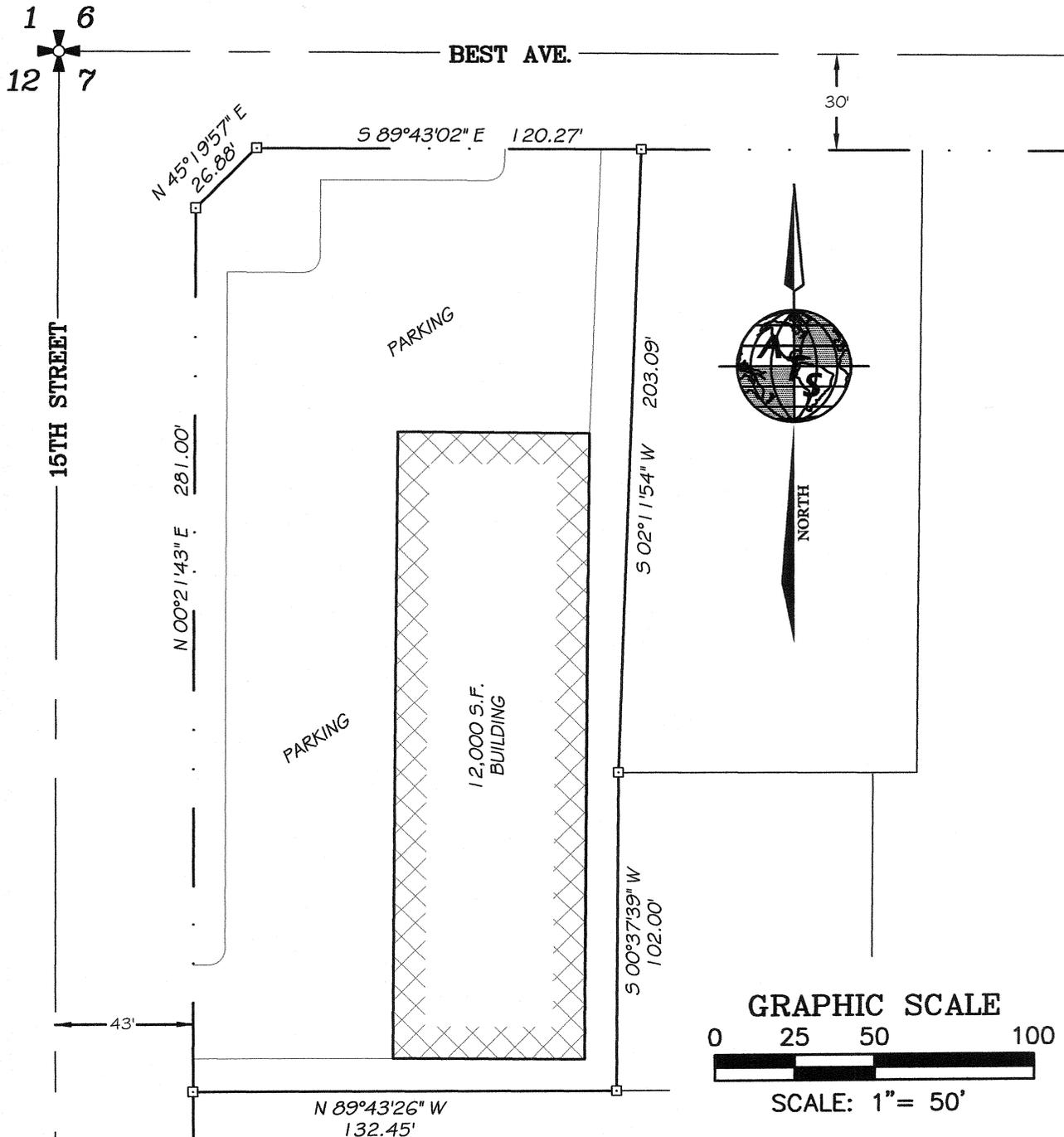
CHECKED BY: MBM
DATE: 04-20-2011

DRAWN BY: MBM
DATE: 12-10-2010

DWG: HARDCOPY
PROJ: 10-069

PLECHNER EXHIBIT

A PORTION OF THE NW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., KOOTENAI COUNTY, IDAHO



**ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING**
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
* PH. (208)-772-2745 * FAX (208)-762-7731 *

SCALE: 1"=50'
CHECKED BY: MBM
DATE: 04-20-2011
DRAWN BY: MBM
DATE: 12-10-2010
DWG: HARDCOPY
PROJ: 10-069

ORDINANCE NO. _____
COUNCIL BILL NO. 11-1008

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 7, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.160, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #50; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

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

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

SECTION 4. That the above described property be and the same is hereby declared to be and shall be a part of Precinct #50, and that Section 1.16.160, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #50.

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

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 7th day of June, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Annexation A-1-11
15th & Best Avenue

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 7, TOWNSHIP 50, NORTH, RANGE 3W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.160, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #50; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Annexation A-1-11 / 15th & Best Avenue, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 7th day of June, 2011.

Warren J. Wilson, Chief Civil Deputy City Attorney



Advanced Technology Surveying & Engineering

EXHIBIT A
LEGAL DESCRIPTION

**FOR ANNEXATION INTO THE CITY OF COEUR D'ALENE
CITY OF COEUR D'ALENE ORDINANCE NO. _____**

EFFECTIVE DATE: _____

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 7 BEARS SOUTH 89°43'02" EAST, 2648.94 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 89°43'02" EAST, 182.40 FEET ALONG THE NORTH SECTION LINE TO A POINT; THENCE SOUTH 00°16'58" WEST, 25.00 FEET TO A POINT ON THE EXISTING CITY OF COEUR D'ALENE LIMITS AND THE TRUE *POINT-OF-BEGINNING* FOR THIS DESCRIBED PARCEL OF LAND;

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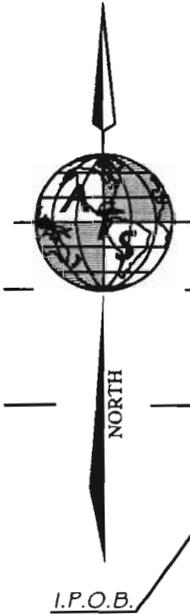
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P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

ANNEXATION MAP

A PORTION OF THE NW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., KOOTENAI COUNTY, IDAHO

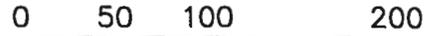
CITY OF COEUR D'ALENE ORDINANCE # _____



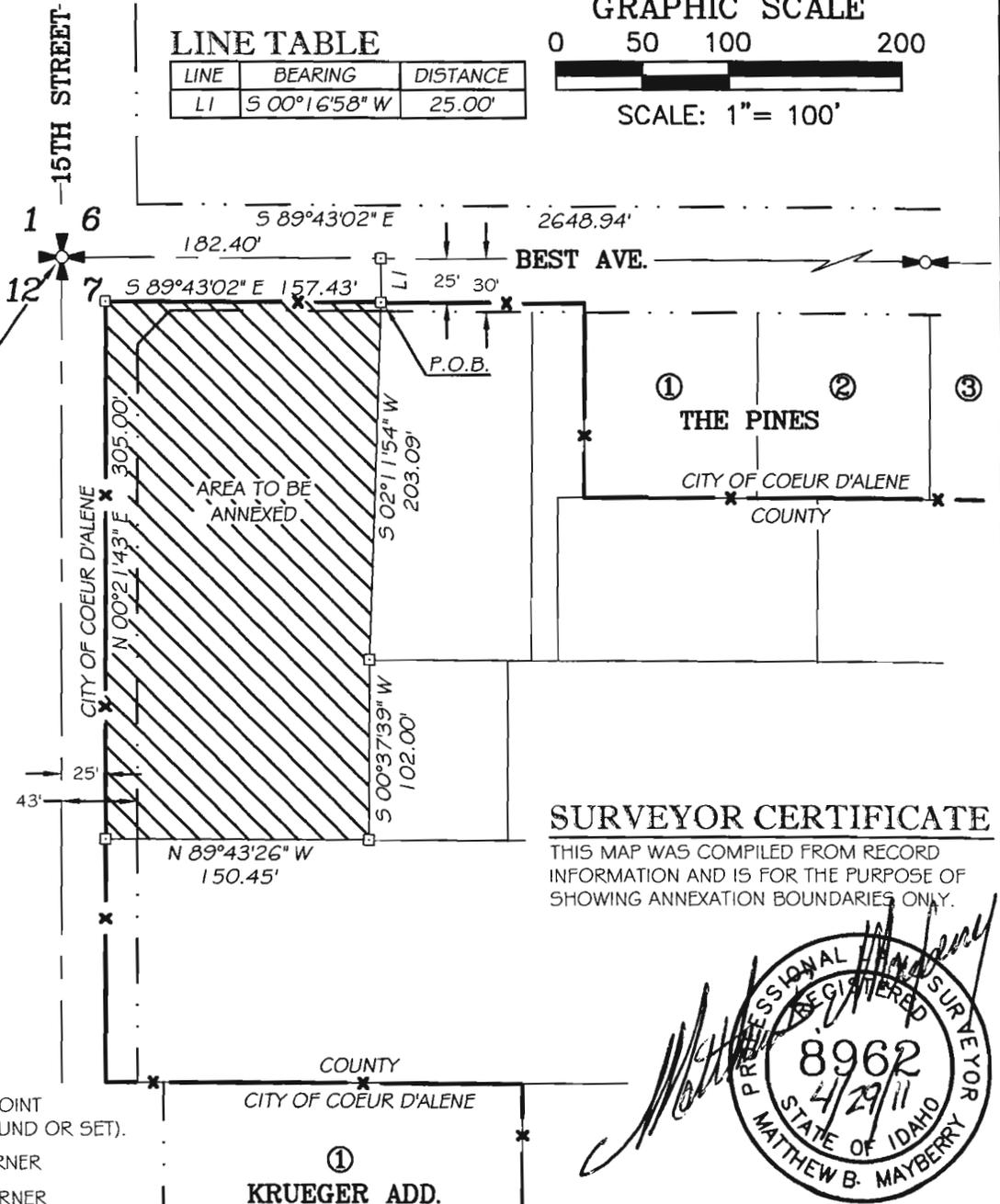
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°16'58" W	25.00'

GRAPHIC SCALE

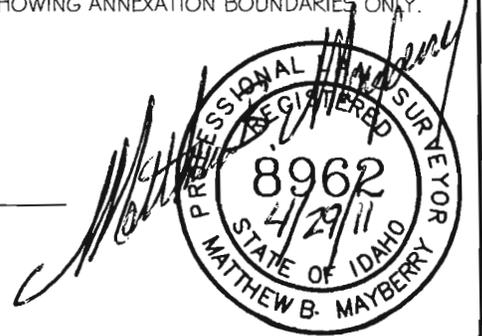


SCALE: 1" = 100'



SURVEYOR CERTIFICATE

THIS MAP WAS COMPILED FROM RECORD INFORMATION AND IS FOR THE PURPOSE OF SHOWING ANNEXATION BOUNDARIES ONLY.



LEGEND

- COMPUTED POINT (NOTHING FOUND OR SET).
- SECTION CORNER
- QUARTER CORNER
- AREA TO BE ANNEXED.
- CITY/COUNTY BOUNDARY LIMITS
- EXISTING LOT LINES
- EXISTING RIGHT-OF-WAY

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.
P.O. BOX 3457, HAYDEN IDAHO, 83835
• PH. (208)-772-2745 • FAX (208)-762-7731 •

SCALE: 1"=100'

CHECKED BY: MBM
DATE: 04-20-2011

DRAWN BY: MBM
DATE: 12-10-2010

DWG: HARDCOPY
PROJ: 10-069

ORDINANCE NO. _____
COUNCIL BILL NO. 11-1007

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as C-17.

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

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

SECTION 4. That the above described property be and the same is hereby declared to be and shall be a part of Precinct #35, and that Section 1.16.030, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #35.

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

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 7th day of June, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-2-11 Annexation of Prairie Trail

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-2-11 Annexation of Prairie Trail, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 7th day of June, 2011.

Warren J. Wilson, Chief Civil Deputy City Attorney

Exhibit A
ANNEXATION LEGAL DESCRIPTION

A parcel of land being a portion of the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Commencing at the North Quarter corner of said Section 10 from which the Northwest corner bears N89°11'16"W a distance of 2650.97 feet; Thence, along the North line of said Northeast Quarter, S89°13'14"E a distance of 657.45 feet to the intersection of said North line and the Westerly right of way of the Centennial Trail; Thence, along said Westerly right of way, S46°40'00"W a distance of 241.49 feet to the intersection of said Westerly right of way and the Southerly right of way of Seltice Way, said point being the **True Point of Beginning**.

Thence, leaving said intersection along the existing city boundary the following eighteen courses:

- 1) S88°09'21"E a distance of 140.99 feet to the intersection of said Southerly right of way and the Easterly right of way of the Centennial Trail;
- 2) Thence, along said Easterly right of way, S46°40'00"W a distance of 255.48 feet to a point;
- 3) Thence, continuing along said Easterly right of way, along a spiral curve to the left with a radius of 522.86 feet, a length of 176.24 feet, an A of 303.56 feet with a chord that bears S43°26'55"W a distance of 176.02 feet to a point;
- 4) Thence, continuing along said Easterly right of way, along a curve to the left with a radius of 522.86 feet, an arc length of 164.69 feet, a delta of 18°02'50" with a long chord that bears S27°59'12"W a distance of 164.01 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076;
- 5) Thence, continuing along said Easterly right of way, along a spiral curve to the left with a radius of 522.86 feet, a length of 99.48 feet, an A of 228.07 feet with a chord that bears S15°19'45"W a distance of 99.44 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076;
- 6) Thence, continuing along said Easterly right of way, S13°30'45"W a distance of 27.95 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076;
- 7) Thence, leaving said Easterly right of way, S03°26'55"E a distance of 64.15 feet to the Northeast corner of Lot 5, Block 19 of Riverside Park Addition filed in book B of plats at page 138, records of Kootenai County;
- 8) Thence, along the Easterly line of said Lot 5, S32°15'53"W a distance of 120.50 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076 at the Southeast corner of said Lot 5, Block 19;
- 9) Thence, along the South line of Lots 3 and 4, Block 19 of said plat, S56°45'47"E a distance of 100.00 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076 at the Southeast corner of said Lot 3, Block 19;
- 10) Thence, leaving said South line, S31°59'53"W a distance of 135.95 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076 at the Southeast corner of Lot 8, Block 19 of said plat;

- 11) Thence, along the South line of Lots 9 and 10, Block 19 of said plat, S56°45'39"E a distance of 149.89 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076 at the Southwest corner of Lot 7, Block 20 of said plat;
- 12) Thence, S32°02'12"W a distance of 195.95 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076 on the Westerly line of said Lot 7, Block 21 of said plat;
- 13) Thence, along a non-tangent curve to the left with a radius of 536.01 feet, an arc length of 231.19 feet, a delta of 24°42'44" with a long chord that bears S34°00'05"E a distance of 229.40 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076;
- 14) Thence, along a compound curve to the left with a radius of 714.90 feet, an arc length of 116.23 feet, a delta of 09°18'56" with a long chord that bears S51°09'41"E a distance of 116.10 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076;
- 15) Thence, S32°03'25"W a distance of 9.97 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 8076 on said Easterly right of way of the Centennial Trail;
- 16) Thence, along said Easterly right of way, S56°44'15"E a distance of 700.11 feet to a bent 5/8 inch rebar;
- 17) Thence, continuing along said Easterly right of way, S57°58'19"E a distance of 570.10 feet to a point;
- 18) Thence, leaving said Easterly right of way, S32°00'01"W a distance of 60.00 feet to a point on the Westerly right of way of said Centennial Trail;

Thence, leaving said existing city boundary along said Westerly right of way, N57°58'19"W a distance of 1453.93 feet to a point;

Thence, continuing along said Westerly right of way, along a non-tangent curve to the right with a radius of 622.96 feet, an arc length of 394.22 feet, a delta of 36°15'29" with a long chord that bears N24°31'18"W a distance of 387.68 feet to a point on the centerline of the alley for Block 36 of said plat;

Thence, along said centerline, N56°45'39"W a distance of 68.76 feet to a point;

Thence, leaving said centerline, N32°15'53"E a distance of 128.02 feet to the Northeast corner of Lot 5, Block 36 of said plat;

Thence, along the North line of said Lot 5, Block 36, N56°45'39"W a distance of 11.83 feet to the intersection of said North line and said Westerly right of way;

Thence, along said Westerly right of way, along a non-tangent spiral curve to the right with a radius of 622.96 feet and a long chord that bears N07°12'39"E a distance of 27.82 feet to the intersection of said Westerly right of way and the centerline of Fifth Avenue of said plat;

Thence, along said centerline, N56°45'39"W a distance of 51.39 feet to the intersection of said Fifth Avenue centerline and the centerline of Elmwood Street of said plat;

Thence, along said centerline of Elmwood Street, N32°15'53"E a distance of 132.12 feet to the intersection of said centerline and said Westerly right of way;

Thence, along said Westerly right of way, along a non-tangent spiral curve to the right with a radius of 622.96 feet and a long chord that bears N13°25'25"E a distance of 49.63 feet to a point;

Thence, continuing along said Westerly right of way, N13°30'46"E a distance of 27.91 feet to the intersection of said Westerly right of way and the East line of Lots 1 and 2, Block 18 of said plat;

Thence, along said East line, N32°15'53"E a distance of 76.43 feet to the Northeast corner of said Lot 1, Block 18;

Thence, along the North line of said Lot 1, Block 18, N56°45'39"W a distance of 26.10 feet to the intersection of said North line and said Westerly right of way;

Thence, along said Westerly right of way, N13°30'46"E a distance of 42.25 feet to a point;

Thence, continuing along said Westerly right of way, along a spiral curve to the right with a radius of 622.86 feet, a length of 108.49 feet, an A of 259.95 feet with a long chord that bears N15°10'33"E a distance of 108.45 feet to a point;

Thence, continuing along said Westerly right of way, along a curve to the right with a radius of 622.86 feet, an arc length of 210.01 feet, a delta of 19°19'05" with a long chord that bears N28°09'40"E a distance of 209.01 feet to a point;

Thence, continuing along said Westerly right of way, along a spiral curve to the right with a radius of 622.86 feet, a length of 192.34 feet, an A of 346.12 feet with a long chord that bears N43°43'06"E a distance of 192.14 feet to a point;

Thence, continuing along said Westerly right of way, N46°40'00"E a distance of 148.04 feet to the **True Point of Beginning**.

Said parcel containing 6.652 acres of land, more or less.



CITY OF COEUR D'ALENE ANNEXATION ORDINANCE # RECORD OF SURVEY

OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, STATE OF IDAHO, AT THE
 REQUEST OF INLAND NORTHWEST CONSULTANTS THIS _____ DAY OF _____, 2011, AT THE
 BOOK _____ PAGE _____ OF SURVEYS.
 AND DULY RECORDED AT
 DEPUTY _____ \$ _____ FID
 CLIFFORD I. HAYES, RECORDER

BASIS OF BEARING

BASES OF BEARING FOR THIS SURVEY IS S88°44'15"E ALONG THE NORTH RIGHT OF WAY OF THE UNION
 PACIFIC RAILROAD (CENTENNIAL TUNNEL), AS SHOWN FOR R-10.

REFERENCES

- R-1 RECORD OF SURVEY BY RUSSELL G. HONKAMER, PLS 5288, FILED IN BOOK 24 OF SURVEYS AT PAGE 133, RECORDS OF KOOTENAI COUNTY.
- R-2 RECORD OF SURVEY BY JAMES O. LEPPARD, PELS 1316, FILED IN BOOK 4 OF SURVEYS AT PAGE 133, RECORDS OF KOOTENAI COUNTY.
- R-3 RECORD OF SURVEY BY JAMES O. LEPPARD, PELS 1316, FILED IN BOOK 3 OF SURVEYS AT PAGE 150, RECORDS OF KOOTENAI COUNTY.
- R-4 PLAT OF SHOWGAT ADDITION BY JAMES O. LEPPARD, PELS 1316, FILED IN BOOK F OF PLATS AT PAGE 238, 239A, RECORDS OF KOOTENAI COUNTY.
- R-5 PLAT OF SECONDARY ADDITION BY JAMES O. LEPPARD, PELS 1316, FILED IN BOOK F OF PLATS AT PAGE 166, RECORDS OF KOOTENAI COUNTY.
- R-6 PLAT OF FARMY FOREST BY JAMES O. LEPPARD, PELS 1316, FILED IN BOOK E OF PLATS AT PAGE 220, RECORDS OF KOOTENAI COUNTY.
- R-7 RECORD OF SURVEY BY RONALD M. HOOVER, PLS 8975, FILED IN BOOK 23 OF SURVEYS AT PAGE 3, RECORDS OF KOOTENAI COUNTY.
- R-8 RECORD OF SURVEY BY GARY A. FRAME, PLS 1817, FILED IN BOOK 3 OF SURVEYS AT PAGE 323, RECORDS OF KOOTENAI COUNTY.
- R-9 RAILROAD RIGHT OF WAY PLANS OF COEUR D'ALENE AND POND ORETILLE, SPOKANE INTERNATIONAL RAILWAY, DATED 1911, FROM STATION 75+21 TO 281+30, PAGE 3 OF 3.
- R-10 RECORD OF SURVEY BY CHAD J. JOHNSON, PLS 9367, FILED IN BOOK 26 OF SURVEYS AT PAGES 410, 410A-C, RECORDS OF KOOTENAI COUNTY.
- R-11 ORDER OF VACATION BY POST FALTS HIGHWAY DISTRICT FILED UNDER INSTRUMENT No. 227350900, RECORDS OF KOOTENAI COUNTY.

NOTE

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

LEGEND

- FOUND 5/8" REBAR, BENT OR AS NOTED
- ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED LS 8076
- ⊙ CALCULATED POINT, NOTHING FOUND OR SET
- EXISTING ANNEXATION BOUNDARY
- PROPOSED ANNEXATION BOUNDARY
- (S.C.) SPIRAL CHORD BEARING AND DISTANCE

SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, AS GREG, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON
 PLS. 9367
 DATE _____



PROFESSIONAL LAND SURVEYOR
 CHAD J. JOHNSON
 NO. 9367
 STATE OF IDAHO

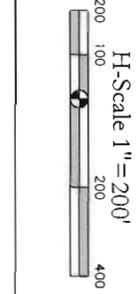


ITCS
 INDEPENDENT TECHNICAL CONSULTANTS

1790 Palston Ave., Ste. B
 Post Falls, Idaho 83854
 PHONE (208) 773-8370
 FAX (208) 773-2138
 www.independenttechnical.com

RECORD OF SURVEY
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: SJA DATE: 02/24/2011 DMC NAME: 09/29/05/JAMES-ROSDMC
 CHECKED BY: SCALE: 1" = 200' PROJ. #: 10-094 SHEET: 1 of 1

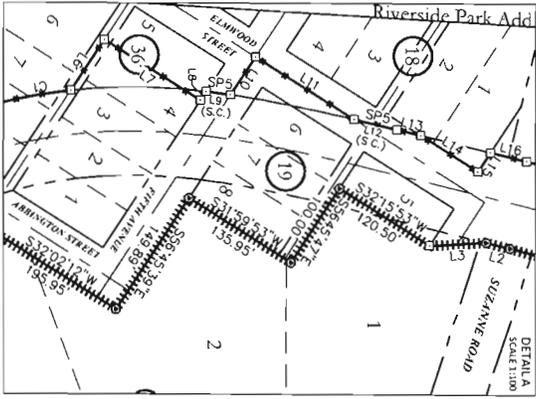
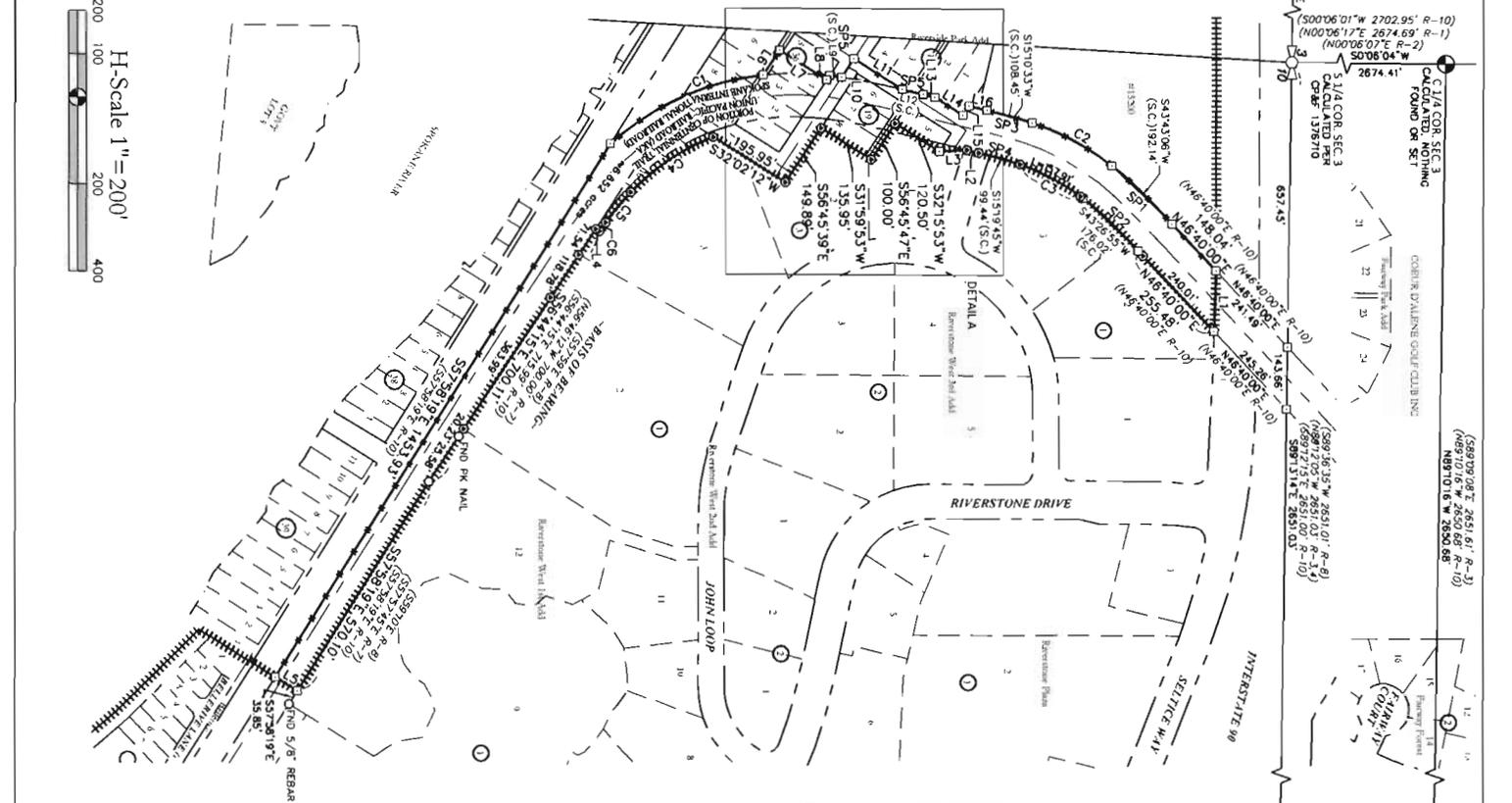


Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C1	394.22	622.96	036°15'29"	387.66	S24°31'11"E
C2	210.01	622.96	019°19'06"	209.01	S28°09'40"W
C3	164.69	322.98	018°02'30"	164.01	S27°39'12"W
C4	231.19	536.01	024°42'44"	229.40	S34°00'05"E
C5	91.20	714.90	007°18'34"	91.14	S50°09'30"E
C6	25.03	714.90	002°00'22"	25.03	S54°48'59"E

Spiral Table			
Spiral #	Length	Radius	Delta
SP1	182.34	622.96	346.12
SP2	176.24	522.96	303.56
SP3	108.46	622.96	239.93
SP4	99.48	522.96	228.07
SP5	312.80	622.96	441.43

SP5 IS THE OVERALL SPIRAL DATA

Line Table					
Line #	Length	Direction	Line #	Length	Direction
L1	140.99	S88°09'21"E	L9	27.82	S07°2'39"W
L2	27.93	S13°0'45"W	L10	51.39	S56°45'39"E
L3	64.15	S03°29'55"E	L11	132.12	N32°15'33"E
L4	9.87	S37°03'25"W	L12	46.63	S13°37'57"W
L5	80.00	N32°00'01"E	L13	27.81	S13°30'46"W
L6	66.76	S56°45'39"E	L14	78.43	S23°15'53"W
L7	128.02	S37°15'53"W	L15	26.10	S08°45'39"E
L8	11.83	S56°45'39"E	L16	42.25	S13°30'46"W



PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: June 7, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: V-11-3, Vacation of a Portions of Undeveloped Right's-of-Way in the Riverside Park Addition

DECISION POINT

The applicant, North Idaho Centennial Trail Foundation, Inc., is requesting the vacation of undeveloped portions of Fourth Avenue, Fifth Avenue, Abbington Street, Elmwood Street, a portion of the sixteen foot (16') alley adjoining Lots 1, 2 & 3, Block 36, and, a portion of the sixteen foot (16') alley adjoining Lots 4 & 5, Block 19, Riverside Park Addition subdivision (maps attached).

HISTORY

The noted subdivision was platted in June 1907, and until recently, was a gravel pit with UPRR line running through it. The Riverstone, LLC development group has platted the majority of the old site into a large scale residential/commercial development, and, the Trail Foundation has acquired the railroad r/w and constructed the "Prairie Trail" in the r/w corridor. The majority of the underlying subdivision was vacated by Kootenai County in 1962, however, the parcels owned by the railroad (which contained the active tracks) were omitted.

FINANCIAL ANALYSIS

There is no financial impact to the City.

PERFORMANCE ANALYSIS

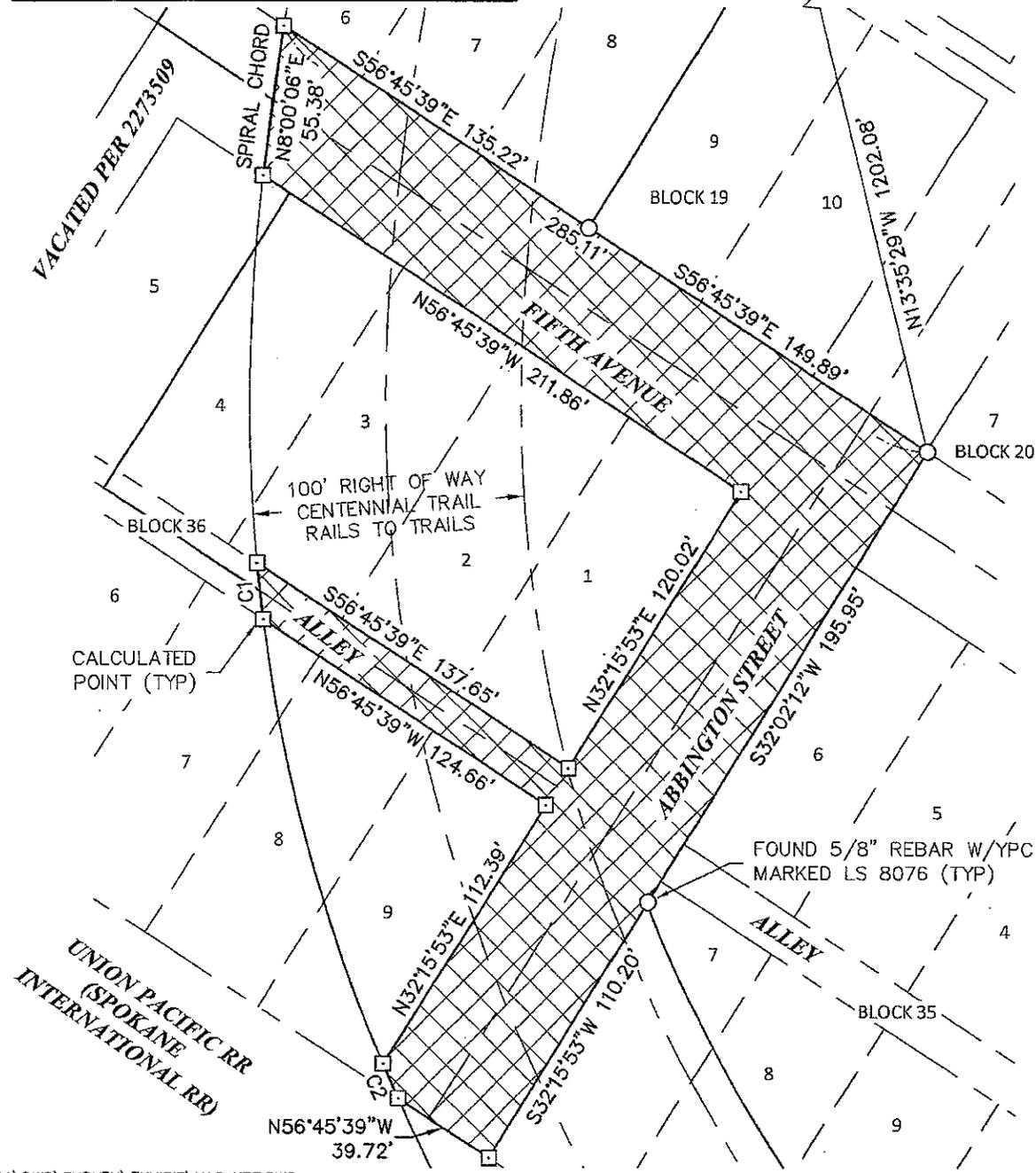
The portions of right-of-way that are being requested for vacation are now, and have always been, undeveloped. The vacation of the r/w's is basically a "house keeping" item since the remainder of the subdivision was vacated in May, 1962. This vacation would allow an eventual lot line adjustment between Riverstone, LLC and the Trail Foundation to create a defined boundary that is linear instead of sawtooth in shape. There are no public facilities that would be impacted by the vacation.

RECOMMENDATION

Recommendation to the City Council would be to approve the vacation of the rights-of-way in favor of the North Idaho Centennial Trail Foundation, and, direct staff to prepare the vacation ordinance to finalize the process.

Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C1	20.78	622.96	001°54'40"	20.78	N06°23'57"W
C2	13.95	622.96	001°16'59"	13.95	N23°36'43"W

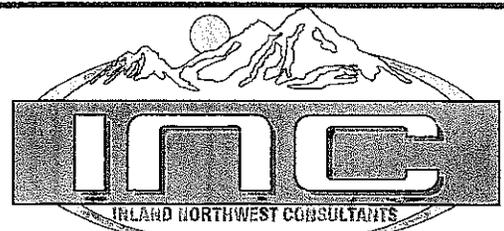
3 NORTH 1/4
10 CORNER



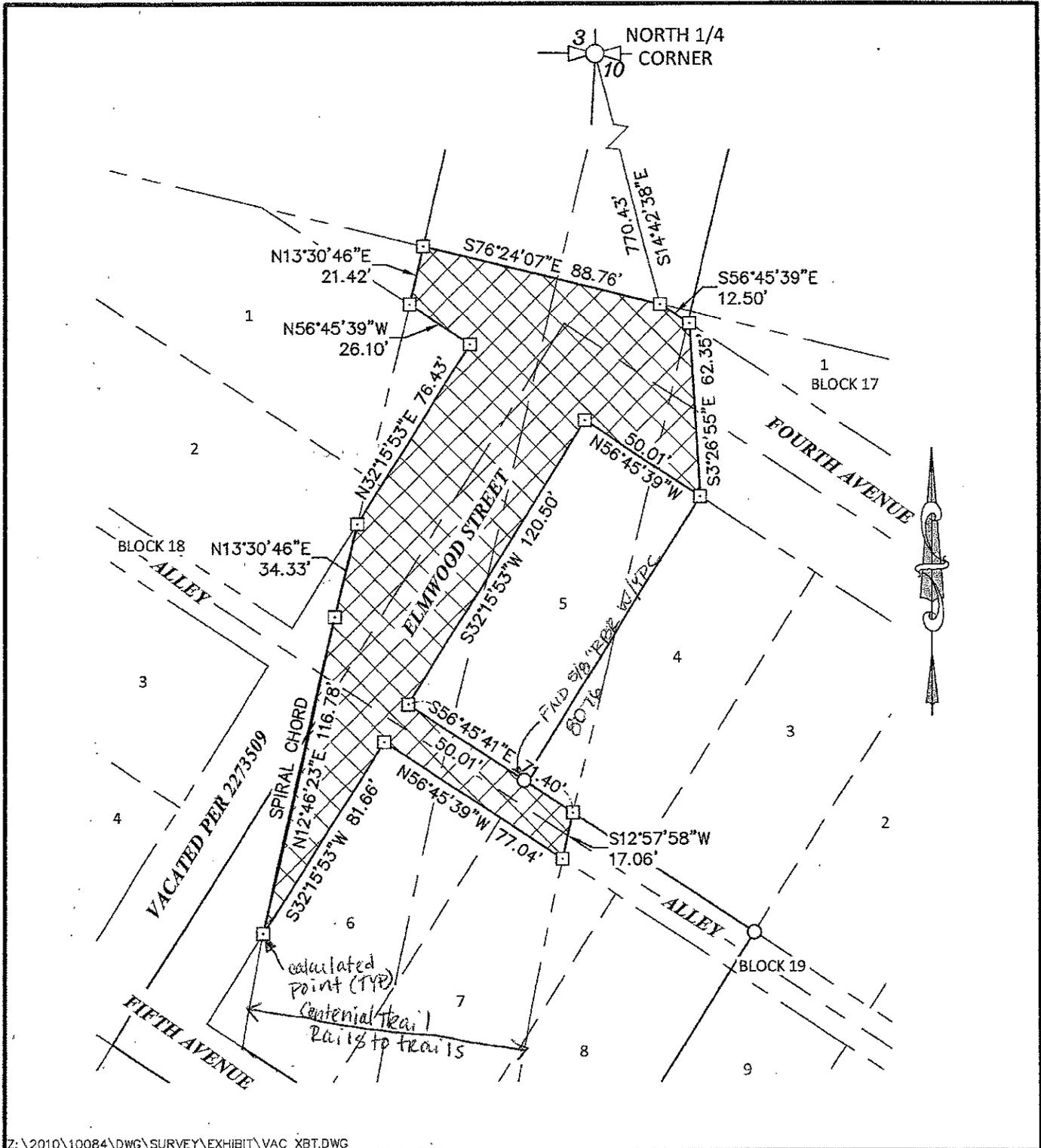
Z:\2010\10084\DWG\SURVEY\EXHIBIT\VAC XBT.DWG

ISSUE DATE: 3/8/11	DRAWN BY: SMA
PROJ. # 10-084	SCALE: 1:60
DWG FILE: VAC XBT	PLT DATE: 5/4/11

SHEET TITLE:
RIGHT OF WAY VACATION
SECTION 10, T50N, R4W, B.M.,
CITY OF POST FALLS, K. C., ID



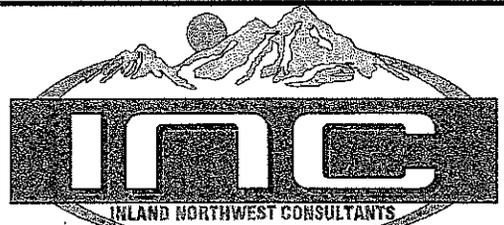
ENGINEERS • SURVEYORS • PLANNERS
 1296 Polston Avenue, Suite B, Post Falls, Idaho 83854
 PHONE (208) 773-8370 www.incnorthwest.com FAX (208) 777-2128



Z:\2010\10084\DWG\SURVEY\EXHIBIT\VAC_XBT.DWG

ISSUE DATE: 3/8/11	DRAWN BY: SMA
PROJ. # 10-084	SCALE: 1:50
DWG FILE: VAC_XBT	PLT DATE: 3/8/11

SHEET TITLE:
RIGHT OF WAY VACATION
SECTION 10, T50N, R4W, B.M.,
CITY OF POST FALLS, K.C., ID



ENGINEERS • SURVEYORS • PLANNERS
 1296 Polston Avenue, Suite B, Post Falls, Idaho 83854
 PHONE (208) 773-8370 www.incnorthwest.com FAX (208) 777-2128

CITY COUNCIL
STAFF REPORT

FROM: TAMI A. STROUD, PLANNER
DATE: JUNE 7, 2011
SUBJECT: ZC-2-11 – ZONE CHANGE FROM R-12 TO C-17L
LOCATION – +/- 11,173 SQ. FT. PARCEL AT THE NW CORNER OF
GOVERNMENT WAY AND EMMA AVENUE – 1813 N.GOVERNMENT WAY

DECISION POINT:

Scott L. Poorman is requesting a zone change from R-12 (residential at 12 units per gross acre) to C-17L (Commercial Limited) at the northwest corner of Government Way and Emma Avenue.

GENERAL INFORMATION:

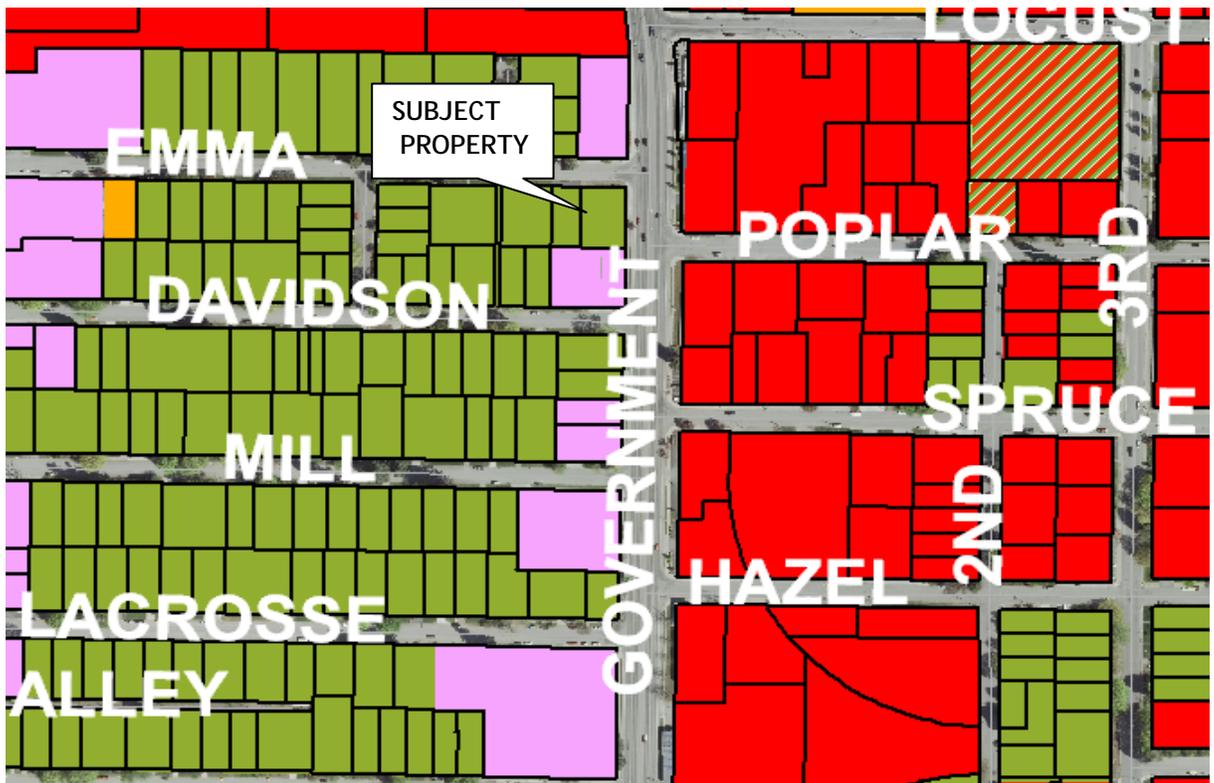
A. Site photo and previous zoning action information:



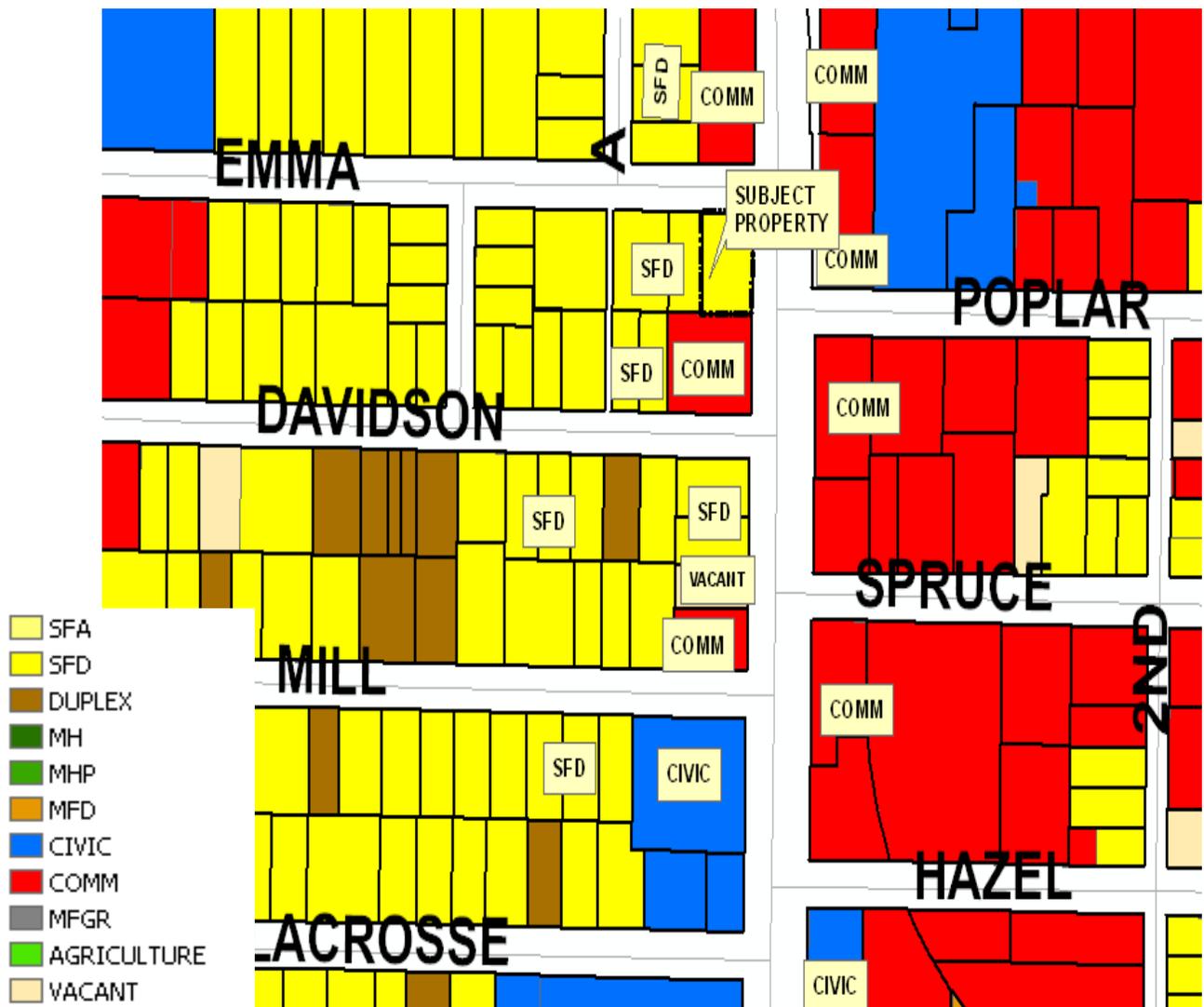
B. STREET VIEW:



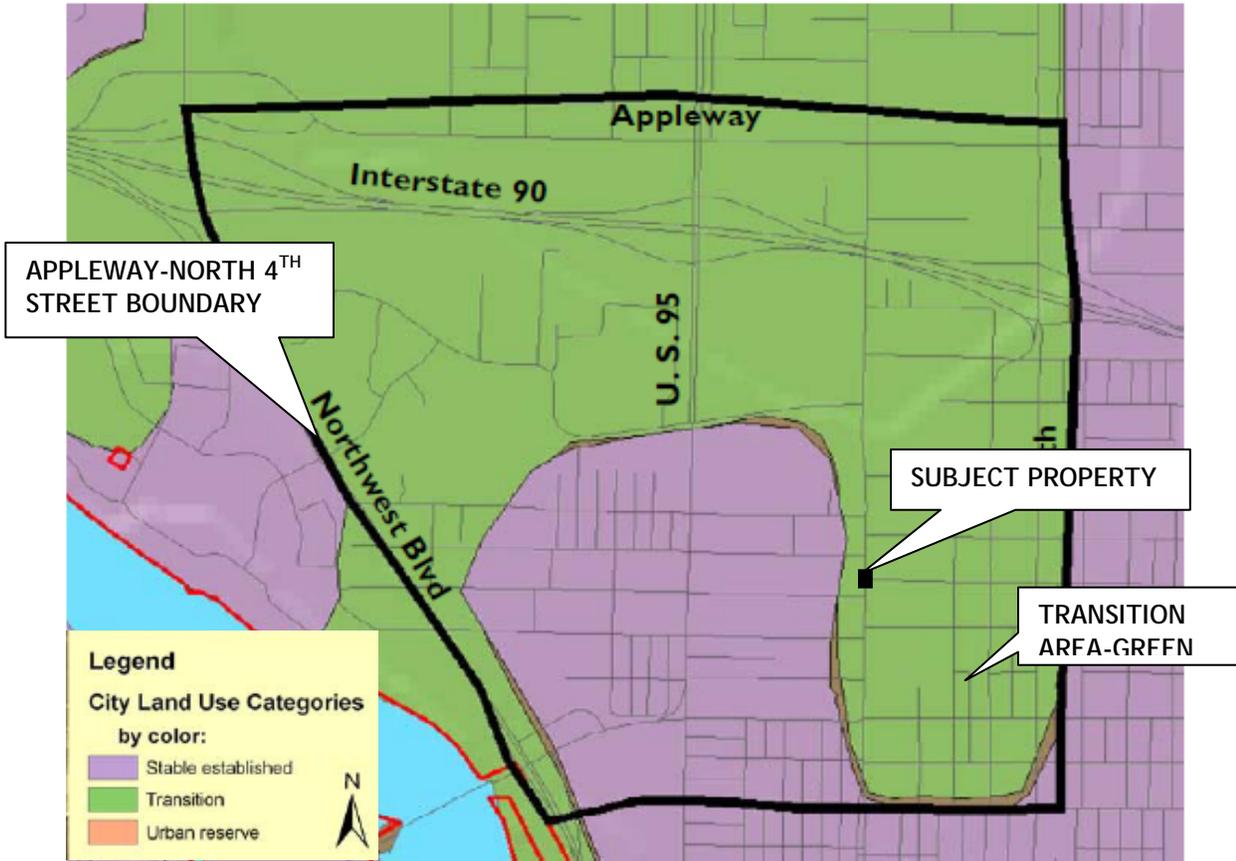
C. ZONING:



D. GENERALIZED LAND USE PATTERN:



Land Use: Appleway - North 4th Street



- A. Applicant/ Scott L. Poorman
P.O. Box 2871
Hayden, ID 83835
- Owner: Jenny Marques
4005 Lancaster Street
Coeur d'Alene, ID 83814
- B. Land uses in the area include single-family and duplex residential, commercial service and sales, insurance office.
- C. A single-family dwelling currently occupies the subject property.
- D. Previous actions on surrounding parcels include:
1. ZC-15-92 – 1827 Government Way (property to the north of subject property) – R-12 to C-17L – Approved June 17, 1992.
 2. ZC-18-86 – 1803 Government Way (property to the south of subject property) –

R-12 to C-17L – Approved August 19, 1986.

3. ZC-16-92 – 1705 Government Way (property to the south of subject property) – R-12 to C-17L – Approved November 17, 1992.
4. ZC-1-02 – 1609 Government Way (property to the south of subject property) – R-12 – C-17L – Approved March 19, 2002
5. ZC-7-02 – 1719 Government Way (property to the south of subject property) – R-12 to C-17L – Approved July 16, 2002.

E. The subject property had requested a zone change from R-12 to C-17L in July of 1983 and was denied by the City Council.

F. The Planning Commission recommended approval of the zone change on April 12, 2011.

PERFORMANCE ANALYSIS:

A. Zoning:

The intent of the C-17L zone is to be a low density commercial and residential mix district allowing limited service commercial businesses whose primary emphasis is on providing a personal service and residential uses up to 17 units per acre.

This district is suitable as a transition between residential and commercially zoned areas and should be located on designated collector streets or better for ease of access and to act as a residential buffer.

The C-17L zone allows 25 uses by right and 12 uses by special use permit including retail sales uses that are allowed by right in the C-17 zone.

In recent years, there have been eleven zone changes from R-12 to C-17L on the west side of Government Way between Harrison Avenue and Ironwood Drive.

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

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

The Comprehensive Plan Map designates this area as Appleway-North 4th Street. The description of this designation is as follows:

Transition:

These areas represent the locations where the character of neighborhoods is in transition and, overall, should be developed with care. The street network, the number of building lots and general land use are planned to change greatly within the planning period.

Appleway - North 4th Street Tomorrow:

Generally, this area is expected to be a mixed use area. The stable/ established residential area will remain. The west Ironwood corridor will require careful evaluation of

traffic flow. Ironwood will be connected to 4th Street, enabling higher intensity commercial and residential uses.

The characteristics of Appleway - North 4th Street neighborhoods will be:

That overall density will approach six units per acre (6:1) with infill and multi-family housing located next to arterial and collector streets.

- That pedestrian and bicycle connections will be provided.
- Street widening and potential reconfiguration of US 95 should be sensitive to adjacent uses.
- Uses that strengthen neighborhoods will be encouraged.

The characteristics of Appleway - North 4th Street commercial will be:

- That commercial buildings will remain lower in scale than in the downtown core.
- Streetscapes should be dominated by pedestrian facilities, landscaping, and buildings.
- Shared-use parking behind buildings is preferred.

Significant policies for consideration:

➤ 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, river, watersheds, and the aquifer.

➤ Objective 1.05 – Vistas:

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

➤ 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 1.14 –Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

➤ Objective 2.04 – Downtown & Neighborhood Service Nodes:

Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.

➤ Objective 2.05 – Pedestrian & Bicycle Environment:

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

➤ Objective 3.01 – Managed Growth:

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

➤ Objective 3.05 – Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

➤ Objective 3.08 – Housing:

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

➤ Objective 3:10 – Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

➤ 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 or transportation, requesting input from authoritative districts and neighboring communities when applicable.

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.

Stormwater

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

Evaluation: Development on the subject property that results in an increase of the site impervious area will require submission of a stormwater management plan. The plan must adhere to all criteria in the Illicit Discharge and Stormwater Ordinance (# 3396), and, the Stormwater Management Ordinance (# 3397).

Traffic:

Although there is no change in the proposed use at this time this proposed rezoning would, in theory, allow other uses that could generate additional traffic.

Evaluation: Any change in use and related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore potential traffic impacts need not be addressed at this time.

Streets:

The subject property is bordered by Government Way on the east and Emma Avenue on the north.

Evaluation: Both streets are fully developed road sections and are not in need of additional improvements at this time. This situation will be re-evaluated at the time of development on the subject property.

APPLICABLE CODES AND POLICIES

Utilities

1. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
2. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

Streets

3. Any work being constructed within the City right-of-way will require issuance of an encroachment permit.

Stormwater

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

Fire Protection

5. A fire hydrant(s) shall be installed on at all locations deemed necessary by the City Fire Inspector.

Comments submitted by Chris Bates, Project Manager.

Water:

The Water Department has no issues with the proposed zone change request.

Comments submitted by Terry Pickel, Assistant Water Superintendent

Fire:

The Fire Department will address issues such as water supply, hydrants and access prior to any site development and upon receipt of additional information of this project.

Sewer:

Applicant's property has a connection to public sewer:

Evaluation: Public sewer is of adequate size and capacity to support the request. The applicant's residential lateral (private sewer) maybe undersized for commercial resale but that would be addressed at commercial building permit time.

Comments submitted by Don Keil, Assistant Superintendent

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

The subject property has level terrain with no topographic features.

Evaluation: There are no physical limitations to future development.

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

The subject property fronts on Government Way, which is designated as a minor arterial in the Transportation Plan.

To the west of the subject property is an established residential neighborhood with single-family and duplex development.

To the north and south along Government Way are a variety of professional office, retail sales uses and civic uses that comprise the commercial corridor along this street.

Evaluation: The subject property is at the edge of an established residential neighborhood and the commercial corridor along Government Way, as shown by the zoning and land use patterns in the surrounding area. (See the zoning and generalized land use pattern map)

F. Proposed conditions:

None.

E. Ordinances and Standards Used In Evaluation:

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

ACTION ALTERNATIVES:

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

Marquez Zone Change Application

Narrative and Comprehensive Plan Analysis

Pedro and Jennie Marquez are requesting a change in the zoning of their real property located at 1813 N. Government Way in Coeur d'Alene. The parcel is currently zoned R-12 and they are requesting to change the zoning to the C-17L category. The purpose of the requested zone change is to allow the highest and best use of the property for commercial & business activities that are compatible with the character of the neighborhood and surrounding parcels.

The subject property is located on the southwest corner of Government Way and Emma Avenue. The existing residential structure on the property is currently unoccupied and has been vacant since 1999. The adjacent parcels to the north and south of the subject property are currently zoned C-17L, and the parcels to the east, across Government Way, are zoned C-17. The adjacent parcel to the west, owned by Sally Manthos, is currently zoned R-12. Ms. Manthos was contacted prior to the filing of this zone change application and she expressed no objection to the Marquez application.

Although Mr. and Mrs. Marquez have no specific "end use" in mind for the subject property, they believe a zone change to C-17L will bring the property up-to-date with the existing character of the neighborhood and will allow compatible uses that are not currently allowed under the R-12 zoning category. If the requested zone change is approved, Mr. and Mrs. Marquez hope to lease or sell the subject property to a business owner.

In 1983, Mr. and Mrs. Marquez filed an application to change the property zoning from R-12 to C-17L (Case No. ZC-9-83). At that time, the Planning Commission did not believe the requested zone change was compatible with the existing neighborhood. The Planning Commission also concluded that the zone change request was in conflict with the 1980 Comprehensive Plan. Obviously a great deal has changed in Coeur d'Alene since 1983, and the Government Way corridor between Ironwood Drive and Harrison Avenue is now **primarily** commercial and limited commercial uses on the east and west sides of Government Way.

The current zone change request is entirely compatible with the Goals and Objectives of the 2007 Comprehensive Plan (the Plan) as detailed in the *italicized* statements below:

Goal #1 of the Plan is to preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene through the following objectives:

Objective 1.01 Environmental Quality: Minimize potential pollution problems such as air, land, water, or hazardous materials.

The proposed zone change will not contribute to air, land or water pollution and will not generate or utilize hazardous materials.

Objective 1.02 Water Quality: Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.

The proposed zone change will not negatively impact local lakes, rivers or 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.

The proposed zone change will not hinder or impact public access to lakes and rivers.

Objective 1.04 Waterfront Development: Provide strict protective requirements for all public and private waterfront developments.

The proposed zone change does not involve waterfront property.

Objective 1.05 Vistas: Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.

The proposed zone change will not impact vistas or view corridors within the City.

Objective 1.06 Urban Forests: Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.

If the proposed zone change is approved, several new trees will be planted on the property to comply with the design standards and site performance standards required by the City Code.

Objective 1.07 Urban Forests: Restrict tree removal in city rights-of-way and increase tree planting in additional rights-of-way.

Existing trees on the property will be preserved and new trees will be planted if the zone change is approved.

Objective 1.08 Forests & Natural Habitats: Preserve native tree cover and natural vegetative cover as the city's dominant characteristic.

The proposed zone change will increase tree cover on the project site.

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.

The proposed zone change will not impact public open space.

Objective 1.10 Hillside Protection: Protect the natural and topographic character, identity, and aesthetic quality of hillsides.

The subject property is not located on a hillside.

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.

Future improvements on the subject property will comply with all design standards and other development requirements in effect.

Objective 1.12 Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

The proposed zone change will allow the subject property to be utilized for its highest and best use consistent with the character of the neighborhood. The proposed zone change will also encourage and facilitate new investments in and improvements to the subject property.

Objective 1.13 Open Space: Encourage all participants to make open space a priority with every development and annexation.

Future improvements to the subject property will comply with all open space and design standards then in effect.

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

The subject property is fully served by existing infrastructure and services.

Objective 1.15 Natural Terrain: Wherever possible, the natural terrain, drainage, and vegetation should be preserved with superior examples featured within parks and open spaces.

The proposed zone change will not alter the terrain or natural drainage patterns. Allowing limited commercial uses on the property will encourage new development and enhancement of the property.

Objective 1.16 Connectivity: Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

The subject property is located on existing public transportation routes.

Objective 1.17 Hazardous Areas: Areas susceptible to hazardous conditions (e.g. flooding, landslides, earthquakes, etc.) should be left in a natural state unless impacts are mitigated.

The subject property is not located within a hazardous area.

Objective 1.18 Night Sky: Minimize glare, obtrusive light, and artificial sky glow by limiting outdoor lighting that is misdirected, excessive, or unnecessary.

All outdoor lighting on the subject property will be minimized and designed to avoid obtrusive light pollution.

Goal #2 of the Plan preserves the City's quality workplaces and policies, and promotes opportunities for economic growth through the following objectives:

Objective 2.01 Business Image & Diversity: Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

The proposed zone change is requested to allow the use and development of the property in a manner that is consistent with the character of the neighborhood. Given the evolution of Government Way into a commercial corridor, and the high volume of traffic that passes the subject property on a daily basis, the parcel is no longer suitable or desirable for residential use.

Objective 2.02 Economic & Workforce Development: Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

The requested zone change will open the subject property to compatible business uses.

Objective 2.03 Business Enhancement & Urban Renewal: Support the efforts of local and regional economic development agencies such as Jobs Plus, Inc. and Lake City Development Corporation.

The proposed zone change will enhance the utility of the parcel for business users and will encourage new investment and improvements to the property.

Objective 2.04 Downtown & Neighborhood Service Nodes: Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.

The location of the subject property on a major commercial corridor makes it suitable for a neighborhood service node.

Objective 2.05 Pedestrian & Bicycle Environment: Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

The proposed zone change will create employment opportunities within walking/biking distance from existing residential neighborhoods.

Objective 2.06 Cooperative Partnerships: Encourage public/private partnerships to procure open space for the community while enhancing business opportunities.

Business opportunities will be enhanced through the proposed zone change without any negative impact on open space within the City.

Goal #3 of the Plan preserves the qualities that make Coeur d'Alene a great place to live through the following objectives:

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

Residential occupancy is no longer the highest and best use for the subject property given its location fronting on Government Way and its proximity to numerous commercial and business uses.

Objective 3.02 Managed Growth: Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

The proposed zone change will not impact connectivity or open space.

Objective 3.03 Managed Growth: Direct development of large chain warehouse (“big box”) business outlets to zones that will protect neighborhoods.

This objective is not applicable to the proposed zone change.

Objective 3.04 Neighborhoods: Encourage the formation of active neighborhood associations and advocate their participation in the public process.

The subject property is located in an area that is primarily commercial. The applicants welcome input from any neighborhood associations in the project vicinity.

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

The C-17L zoning district is intended to be a low intensity commercial and residential mix district. The proposed zone change will create a transition area between the commercial uses on the east side of Government Way and the residential uses to the west of the parcel.

Objective 3.06 Neighborhoods: Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.

The proposed zone change will create a buffer between existing residential uses to the west and existing commercial uses to the east of the property.

Objective 3.07 Neighborhoods: Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

The proposed zone change will not restrict or impair pedestrian movement.

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

The proposed zone change is compatible with the existing character of the subject property and adjacent parcels.

Objective 3.09 Housing: Establish incentives and proscriptive ordinances to ensure the beauty, safety, and value of our neighborhoods.

The proposed zone change will encourage new investment and enhancement of the subject property.

Objective 3.10 Affordable & Workforce Housing: Support efforts to preserve and provide affordable and workforce housing.

This objective is not applicable to the proposed zone change.

Objective 3.11 Historic Preservation: Encourage the protection of historic buildings and sites.

This objective is not applicable to the proposed zone change.

Objective 3.12 Education: Support quality educational facilities throughout the city, from the pre-school through the university level.

This objective is not applicable to the proposed zone change.

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.

This objective is not applicable to the proposed zone change.

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.

This objective is not applicable to the proposed zone change.

Objective 3.15 Arts & Culture: Support the integration of arts and cultural events in our community consistent with the Arts Master Plan.

This objective is not applicable to the proposed zone change.

Objective 3.16 Capital Improvements: Ensure infrastructure and essential services are available for properties in development.

All essential services are currently available to the subject property.

Objective 3.17 Transportation: Support and encourage efforts to provide public transportation within city limits and nearby areas.

The subject property is located on an existing public transportation route.

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.

The subject property has access from Government Way and Emma Avenue.

Goal #4 of the Plan preserves and enables efficient and good management through the following objectives:

Objective 4.01 City Services: Make decisions based on the needs and desires of the citizenry.

The public hearing process ensures that the citizens of Coeur d'Alene have an opportunity to express their needs and desires. Of course, the private property rights of the applicants should also be considered in evaluating this zone change request.

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).

All public services are available to the subject property and the proposed zone change will not overburden said services.

Objective 4.03 Project Financing: Manage in-house finances (and appropriate outside funding, when necessary).

This objective is not applicable to the proposed zone change.

Objective 4.04 Transportation: Support the Kootenai Metropolitan Planning Organization to enhance public transportation.

A commercial or business use on the subject property would generate additional users for existing public transportation.

Objective 4.05 Public Safety: Provide adequate public safety to our citizens and visitors.

The proposed zone change will not impact public safety.

Objective 4.06 Public Participation: Strive for community involvement that is broad-based and inclusive, encourage public participation in the decision making process.

Mr. and Mrs. Marquez welcome all public input on the proposed zone change and look forward to the opportunity to explain their request in further detail at the public hearing.

1. Applicant: Scott Poorman
Location: 1813 N. Government Way
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to C-17L (Commercial Limited) QUASI-JUDICIAL (ZC-2-11)

Planner Stroud presented the staff report, gave the mailing tally as: 1 in favor, 0 opposed, and 3 neutral.

There were no questions for staff.

Public testimony open:

Scott Poorman, 8884 N. Government Way, explained that this is the second time this request has been heard by the Planning Commission. He explained that the first time was in 1983, and was denied because the commission felt the C-17 zoning was not appropriate. He stated the applicant does not have any plans for the property if this is approved, but feels the property being zoned commercial would make it more appealing to a future buyer. He noted that there is a vacant house on the property that is unsuitable for renting. He then asked if the commission had any questions.

There were no questions for the applicant.

Public testimony closed.

Motion by Bowlby, seconded by Luttrupp, to approve Item ZC-2-11. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Soumas	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on, April 12, 2011, and there being present a person requesting approval of ZC-2-11 from R-12 (residential at 12 units per gross acre) to C-17L (Commercial Limited) zoning district.

LOCATION: +/- 11,173 SQ. FT. PARCEL AT THE NW CORNER OF GOVERNMENT WAY AND EMMA AVENUE

APPLICANT: SCOTT L. POORMAN

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

- B1. That the existing land uses are single-family and duplex residential, commercial service and sales, insurance office.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre).
- B4. That the notice of public hearing was published on, March 26, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, March 30, 2011, which fulfills the proper legal requirement.
- B6. That 27 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, March 25, 2011, and 4 responses were received: 1 in favor, 0 opposed, and 3 neutral.
- B7. That public testimony was heard on April 12, 2011.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - Objective 1.12 – Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.
 - Objective 1.14- Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Accessible redesigned minor collector promoting traffic to flow.
 - Objective 2.02- Economic and Workforce Development: Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

This property is close to residential neighborhoods and other businesses making it easy to walk to work.

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

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on:

The staff report.

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, or existing land uses.

C. ORDER: CONCLUSION AND DECISION

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

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

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Evans	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes
Commissioner Soumas	Voted Yes

Motion to approve carried by a 5 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, June 7, 2011, and there being present a person requesting approval of ITEM: ZC-2-11 , a request for a zone change from R-12 (residential at 12 units per gross acre) to C-17L (Commercial Limited)

LOCATION – +/- 11,173 SQ. FT. PARCEL AT THE NW CORNER OF GOVERNMENT WAY AND
EMMA AVENUE – 1813 N.GOVERNMENT WAY

APPLICANT: SCOTT POORMAN

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

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

- B1. That the existing land uses are single-family and duplex residential, commercial service and sales, insurance office.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on, May 14, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, May 25, 2011 which fulfills the proper legal requirement.
- B6. That 27 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, May 13, 2011, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on June 7, 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 and adequate to the property?

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

Criteria to consider for B10:

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

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

Criteria to consider for B11:

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

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

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

ROLL CALL:

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

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM