

Coeur d'Alene

CITY COUNCIL MEETING

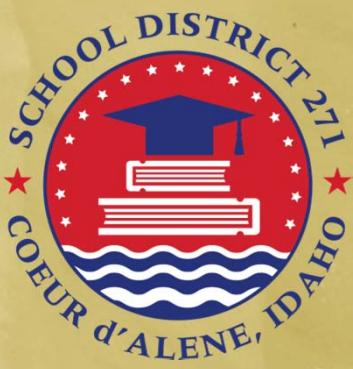
May 19, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Adams, Edinger, Evans, Gookin, McEvers, Miller

PRESENTATIONS



Library Services

Presented by:

Anna Wilson, Director of Title Services

Bette Ammon, Director of CdA Public Library

Tom Mollgaard, LCHS Assistant Principal

Developing New Partnerships

- Coeur d'Alene School District 271
- Coeur d'Alene Public Library
- Coeur d'Alene Library Foundation
- Kroc Center



What?

- Opportunity for sharing space
- Public library branch in a school library
- Providing more materials
- Sharing resources
- Kids reading



Background

- Library Board's long-range plan
 - A public library in an area of the community not currently served
- Bette's work in Montana
- Community feedback / input

Public Library Process

Strategic Planning



Exploration



City budgeting



Agreements



Implementation

Our Research

- Library and district personnel
- Existing sites in Montana
- Idaho Code, School District Board Policy
- Legal counsel review of draft agreement

Where?

- Growing area of the city (northwest)
- Easy public access to library
- Lake City High School



Positives for LCHS

- Promotes students' use of public library cards
- Opens students' resources for projects / research; inner-library lending system
- Provides students extended use of the LCHS library
- More materials available to students

Positives for the Public Library

- More library materials accessible to more tax payers
- Utilize existing trails so children easily get to the library in summertime
- Sharing existing resources

Timeline

- Up to policy makers
 - School District Board Members
 - City Council
 - Library Board Members
- Suggestion –begin after October 1
- Goal – up and running by the end of 2015



What questions do you have?



CONSENT CALENDAR

**A JOINT MEETING OF THE
COEUR D'ALENE CITY COUNCIL
AND THE KOOTENAI COUNTY COMMISSIONERS
MAY 4, 2015**

The Coeur d'Alene met in a continued session with the Kootenai County Commissioners at the Kootenai County Commissioners office located at 451 Government Way, Coeur d'Alene, ID 83814 May 4, 2014 at 4:00 p.m., there being present upon roll call a quorum.

Steve Widmyer, Mayor

Woody McEvers)	Members of City Council Present
Steve Adams)	
Ron Edinger)	
Kiki Miller)	
Dan Gookin)	
Amy Evans)	Member of Council Absent

David Stewart, Chairman)	Members of the Kootenai County Commissioners Present
Dan Green)
Marc Eberlein)

CITY STAFF PRESENT: Jim Hammond, City Administrator; Renata McLeod, City Clerk; Steve Anthony, Recreation Director; Mike Gridley, City Attorney, Steve Anthony, Parks and Recreation Director, Jim Markley, Water Superintendent; Troy Tymesen, Finance Director; Hilary Anderson, Community Planning Director; and Keith Erickson, Communication Coordinator.

CALL TO ORDER: Mayor Widmyer called the meeting to order. Commissioner Green opened the meeting on behalf of the Kootenai County Board of Commissioners.

SAUSA PROGRAM (SPECIAL ASSISTANT TO U.S. ATTORNEY) – Commissioner Green stated that the SAUSA program has been in use in Treasure Valley for some time. He explained that this program is in conjunction with the U.S. Attorney's Office and the State of Idaho, specifically for the ability to prosecute felony crimes under Federal Court rather than state court. This allows for stiffer penalties and longer sentencing for extreme crimes. The program cross-deputizes a County Prosecutor as U.S. Attorney, who can then use the federal system. In Canyon County they used the program to pursue gang issues. Additionally, this allows for criminals to be sentenced to federal penitentiaries outside of the State of Idaho, thus alleviating housing costs to the State of Idaho. In past discussions they talked about a regional prosecutor for North Idaho; however, this region would consist of the 10 northern counties that have various legal issues. Commissioner Green stated that Prosecutor McHugh felt there would be a need in Kootenai County for crimes related to drug trafficking and child pornography. He stated that the State of Idaho has set aside \$35,000 for this position, which would cover a portion of the employee costs. The total employee cost for a County Prosecutor would be \$85,000; with the infrastructure and housing of the employee paid through the federal government. The proposals to the area cities would be to fund a portion of the position on a per capita basis. In this proposal the City of Coeur d'Alene portion would be \$16,072 annually. Commissioner Green stated that he believes this program would be another tool in the prosecutor's arsenal for extreme crimes. He further explained that the benefit to the City of Coeur d'Alene would be cost avoidance to the citizens and the state for the prosecution and housing of criminals within the County jail and State prisons. Commissioner Eberlein explained that he is not in support of

this program as he believes in the separation of powers and that this might have the potential for abuse of power. He stated that several North Idaho Commissioners are not in support and is concerned about the actual costs. Commissioner Eberlein explained that he does not believe that Federal prosecution deters transient drug traffic and that he is concerned with the legal marijuana in Washington being brought into Idaho in small amounts and citizens being federal prosecuted.

Councilmember Adams questioned if the County could fully fund the program without involving the cities. Commissioner Green confirmed that the County could approve the program; however, it is a funding issue and involving the cities is a funding mechanism. There would be no requirement for a City to participate. Councilman Adams stated that there is public interest in this issue and asked if the County would be willing to have public forums to discuss it further. Chairman Stewart confirmed they would be open to public input and said he is concerned about government overreach. Councilmember Edinger asked for clarification regarding the costs and the division annually. Commissioner Green reiterated that the employee cost would be \$85,000 and the state would cover \$35,000, with the remaining \$50,000 left to be divided by the cities on a per capita basis. Currently he would be looking at the cities of Coeur d'Alene and Post Falls, and potentially Hayden and Rathdrum. Chairman Stewart expressed concern as to whether or not there was a large enough need for a program with stiffer punishments. Commissioner Green stated that the Sheriff and the prosecutors had brought this forward with statistics to back it up. Commissioner Green explained that there is currently a state-funded investigator that just handles child pornography. Councilmember McEvers reiterated that this program would push criminals to federal court and it would save costs locally and state-wide through the use of federal court and federal penitentiaries. Chairman Stewart expressed concern that someone would be looking for folks to take to federal prosecution that should be handled at a state level. Commissioner Green clarified that if there wasn't a demand for this level of prosecution he wouldn't support it and that the sentencing guidelines in federal court are much more defined with longer sentences.

FOUR CORNERS UPDATE AND SHARED PARKING SOLUTIONS – Parks and Recreation Director Steve Anthony explained that the City has the opportunity to acquire 28 acres from the Bureau of Land Management. He explained the four corners as the area consisting of the City Park, Memorial Field, and then through the BLM property (along the railroad tracks) to the West. Mr. Anthony explained that the land planning consultants looked at the county campus as well, and that he wanted to clarify that the City is not planning that property but the consultant wanted to include it in the study. He reviewed several aspects of the study including the potential of a connector from the County campus to the Mullan side of the street to the Park and Fort Grounds area, a planned location for the carousal in a seasonal space within the park, as well as room for the HREI building. Additionally, the plan recommends the narrowing of Mullan Avenue to less than the current five lanes to make it more pedestrian friendly. He expressed an opportunity for RV/trailer parking across from the county campus. There are some planned additions for ADA accessibility at Independence Point and the City Beach area. He reiterated that there are three options set out for Independence Point. Mayor Widmyer explained that the master plan study was done as a requirement for the BLM land acquisition. While the Independence Point area is out of the BLM property area, the BLM wanted to see plans for adjacent areas.

RIPARIAN BUFFER ZONE FOR NEW DEVELOPMENT – Wastewater Superintendent Sid Fredrickson explained that the city began limiting nutrients in 1991, when limits were much more manageable. Mr. Fredrickson explained that the new requirements are the most stringent in the country. He stated that the removal of riparian buffers could affect the nutrient loads. The City is currently able to manage wastewater at 30 parts per billion and could not go much lower. Councilmember Gookin asked for clarification regarding how riparian buffers and how close you build affect the nutrient levels. Mr. Fredrickson explained that there needs to be a balance of fairness based on the soils and what is going to be developed and that fertilizer used close to the water is not a good thing. Commissioner Green stated that their goal is to enhance water quality. Mr. Fredrickson explained that increased phosphorous levels

cannot be explained by one specific thing. Chairman Stewart questioned how grass to the water's edge is not good for the lake, but there are swales throughout the county that drain into the aquifer which are being fertilized and maintained, and he wondered why they are less impacting than draining into the lake. Mr. Fredrickson explained that a properly constructed swale would retain the first half-inch of stormwater collected under the concept that the grass will hold those nutrients. Nitrates are the biggest concern for the aquifer. Commissioner Stewart stated that his family owned and developed Arrow Point and that the only reason the lagoon is swimmable is that they worked with the government to place a filtration system to purify the lagoon, which would not be allowed under current regulations. He expressed concern regarding lakefront property owners that want to stop the erosion to their property but can't under current regulations. Chairman Stewart stated that he thinks a common sense and best management practices should be the method of regulation. Mr. Fredrickson explained that the Clean Water Act does not allow regulations of agricultural runoff but that occurs annually at Latah Creek and there are different designs that will help limit nutrient run off. He expressed a desire for the county to look at best practices and options that best fit the situation and to be concerned with nutrients into the lake. Chairman Stewart explained that the 25' buffer zone has been in effect for over 20 years and it is not working. Mr. Fredrickson reiterated that different soils are going to retain nutrients differently compared to other soils and hoped they keep that in mind.

UPDATE ON SHORELINE REGULATIONS & NEW PROPOSALS – Commissioner Eberlein explained that his contacts at the Basin Commission state that 4% of the contaminates come from around the lake and the rest comes in from other rivers and water flow into the lake. Floods bring in another source of contamination. He expressed concern that the county's 25' setback is not working and that it is a one-size-fits-all solution that does not work with all the different types of bodies of water. Additionally, he noted that phosphorous is a naturally occurring substance. With the current regulations a land owner cannot install riprap or anything to protect the shoreline. He has been talking with Kootenai Environmental Alliance and they agree that different solutions might work for different properties. He would like to see allowances for patios and walkways rather than random weed patches.

Councilmember McEvers asked how the County was enforcing the set back rule. Commissioner Eberlein stated they are having problems with enforcement; however D.E.Q, the Army Corp, and the property owners would be involved. He expressed interest in protecting local lakes. Commissioner Green reiterated that enforcement is difficult and felt there will always be a setback to the water, but they could look at what is allowed within that zone. Chairman Stewart stated that one can witness the water front properties from the lake and see that the 25' buffer zones are not being maintained. He questioned why the County has to be more regulatory than the Federal government.

CITYLINK – Mayor Widmyer asked about the county study for charging a fare for Citilink. Commissioner Eberlein stated that he thinks staff is looking at grants. Commissioner Green stated that the Commissioners have not weighed in on the issue yet. Mayor Widmyer encouraged the Commissioners to look at charging a fare and having a pass system as he believes it would help with some of the current issues. Chairman Stewart clarified that the City would encourage charging a fare. Mayor Widmyer confirmed that there are some folks that just ride around all day and he would not encourage a cash system but, rather, a pass system that would require identification as encouraged by our Police Chief. Additionally, Mayor Widmyer asked that the County look at the bus stop locations that are concerning to the City; specifically, those in front of the liquor store that are a significant problem to the area businesses. Commissioner Green stated that there was a public hearing and there was a lot of discussion regarding the route reduction.

COMMISSIONER MEETINGS ON CDA TV – Councilmember McEvers invited the Commissioners to utilize the CDATV public education and government channel. He explained that several local governments and education groups use CDATV to get their meetings aired to the county-wide community

through Time Warner Cable. There is an opportunity for Thursday morning public service announcements, which would be rebroadcast throughout the next week. He encouraged the Commissioner's to air meetings and use the channel as a tool for open communication to the community. Commissioner Green stated that they have discussed it during the budget cycle and are considering a Public Relations Officer to help to communicate to the community and that would enhance their outreach.

The Mayor stated that it is good to work together and create some efficiency for our tax-payers and that he looks forward to continued communication.

ADJOURNMENT: Motion by Gookin, seconded by Edinger, that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 5:23 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod,
City Clerk

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

May 5, 2015

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 5, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Loren Ron Edinger) Members of Council Present
Dan Gookin)
Kiki Miller)
Steve Adams)
Woody McEvers)
Amy Evans)

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

INVOCATION: An invocation was provided by Dave Hoit from Prairie Avenue Christian Center.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

Mayor Widmyer mentioned the shooting of Sergeant Greg Moore, who served this community for 16 years, and stated that his thoughts and prayers were with his friends and family. In light of the tragic event the City Council will be amending the agenda to expedite the meeting.

AMENDMENT TO THE AGENDA: **Motion** by: Gookin, seconded by Edinger to amend the agenda to include only Consent Calendar, Announcements, Public Hearing, and Executive Session. All other items will be continued to the next Council meeting. **Motion Carried.**

CONSENT CALENDAR: **Motion** by McEvers, seconded by Gookin to approve the consent calendar.

1. Approval of Council Minutes for April 21, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for May 11, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. **RESOLUTION NO. 15-018:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH PAUL AND JULIE STANCZYK FOR 1067 S. MILLVIEW LANE – SKY BLUE ACRES; APPROVING A CONTRACT WITH KNIFE RIVER

CORPORATION FOR THE 2015 OVERLAY PROJECT; DECLARATION OF SURPLUS 1995 CROWN VICTORIA, 2000 CHEVROLET IMPALA, AND 1986 ASTRO VAN; APPROVING A CONTRACT WITH T. LARIVIERE EQUIPMENT AND EXCAVATION, INC. FOR THE 2015 OPEN TRENCH PROJECT; APPROVING A SCHOOL RESOURCE OFFICER AGREEMENT WITH COEUR D'ALENE SCHOOL DISTRICT #271 FOR THE 2015-2016 SCHOOL YEAR; AND APPROVING A SCHOOL RESOURCE OFFICER AGREEMENT WITH NORTH IDAHO COLLEGE FOR THE 2015-2016 SCHOOL YEAR.

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye; Edinger Aye. **Motion Carried.**

APPOINTMENTS: Mayor Widmyer asked for confirmation of the appointments of Lynn Fleming and Lewis Rumpler to the Planning Commission.

MOTION: Motion by McEvers, seconded by Gookin to approve the appointments of Lynn Fleming and Lewis Rumpler to the Planning Commission. **Motion Carried.**

PUBLIC HEARING: ZC-1-15 – PROPOSED ZONE CHANGE FROM R-12 TO C-17 BY MILLER DEVELOPMENT; 3113 N. GOVERNMENT WAY

STAFF REPORT: Planner Lori Burchett reviewed the zone change location, located at 3113 Government Way with access from 2nd Avenue. The Planning Commission has heard this item and recommended approval. She outlined the findings that will need to be included tonight as follows: that the proposal is or is not in conformance with the Comprehensive Plan; that the location, design, and size of the proposal are such that the development will or will not be adequately served by existing streets, public facilities and services; that the physical characteristics of the site make or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses.

Ms. Burchett explained that there have been several other zone change requests within the area from R-12 to C-17 that have previously been approved. Utilities are available within the area but may need to be increased and/or extended. A stormwater management plan would be required for development of the property and the trip generation would be sporadic and not concentrated. There are no recommended conditions with the request.

DISCUSSION: Councilmember McEvers stated that the Planning Commission Minutes stated that the Fire Department wanted two access points off of Second Street and wondered if that was problematic for the development. Ms. Burchett stated that the applicant was interested in extending 2nd Street and the Fire Department is agreeable to the future access capability to the site. Councilmember Gookin expressed concern with the references to the storage unit development throughout the staff report rather than sticking to the zoning issues. He wanted to see more information regarding the effect of the zone change into the future specific to the higher intensity uses within a C-17 zone; therefore, he believes the staff report is inadequate. Ms. Burchett stated that the Water and Wastewater Departments have services available within 200

feet of the property and that the departments are more concerned with specific development requirements at the building permit stage. Councilmember Gookin expressed concern regarding higher impact uses. Councilmember Evans referenced the fact that page 9 of the staff report clarifies what is allowable in the zone. Councilmember Gookin reiterated that he does not feel that the staff report addressed other uses and does not want a problem down the road regarding a future hotel or high density use. Ms. Burchett clarified that during the comment review process with staff they also reviewed a project review specific to the storage unit development, which may have caused the overlap in the staff report. However, with the staff review of traffic, water, and wastewater it was felt that the C-17 zone could be adequately served. City Administrator Jim Hammond stated that he understands the concerns from Councilmember Gookin and will make sure that the future reports will clearly state that a specific zone can be adequately served to the highest use.

MOTION: Motion by Gookin to send the item back to staff to revise the staff report with additional information and bring it back to Council thereafter. **Motion failed for a lack of a second.**

DISCUSSION: Mayor Widmyer asked if the item would have to go back to the Planning Commission. Mr. Gridley stated that it would not have to go back to the Planning Commission. Councilmember Adams asked if the Planning Commission reviewed the same issues as brought forward by Councilmember Gookin. Ms. Burchett clarified that the Planning Commission reviewed the item under the same staff report and that since that meeting she has followed up with the Wastewater Department and has clarified where the manholes are located. Councilmember Gookin reiterated that he wants to make sure that the information is not project specific but specific to the zoning requested. Councilmember Edinger asked if this was urgent to hear tonight. Mr. Hammond clarified that this has been advertised for tonight and is a public hearing that would need to be re-advertised if not heard tonight. Councilmember McEvers asked to review the existing land use map with the previous zone change approvals. He stated that he believes that the development is what will move the opening of 2nd Street and he thinks that the zoning fits.

APPLICANT: Chad Oakland stated that he is the owner of Miller Development Group, the applicant. He clarified that he does plan to build storage units and it is his understanding that the utilities can handle the C-17 zone uses. Councilmember Gookin stated that he does think the project fits in the area and clarified that his concern is for future changes to the land. He believes that Council should be considering the entire impact of a C-17 zone at the time the zone is changed. Mr. Oakland stated that Mr. Becker from the Wastewater Department is present if the Council has questions pertaining to Wastewater.

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

APPLICANT REBUTTAL: Mr. Oakland stated that Mr. Kulhanek, who is noted in favor of the zone change, lives adjacent to the proposed property.

MOTION: Motion by McEvers, seconded by Edinger to approve the proposed Zone Change from R-12 to C-17 by Miller Development, 3113 N. Government Way, and direct staff to prepare the Findings and Order.

ROLL CALL: Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye; Edinger Aye.
Motion carried.

MOTION: Motion by Gookin, seconded by Adams to enter into Executive Session as provided by Idaho Code 67-2345§ (c) to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

ROLL CALL: Gookin Aye; Evans Aye; Adams Aye; Miller Aye; McEvers Aye; Edinger Aye.
Motion Carried.

The City Council entered into Executive Session at 6:38 p.m. Those present were the Mayor, City Council, City Administrator, Finance Director, City Engineer, and City Attorney. Council returned to regular session at 6:55 p.m.

RESOLUTION NO. 15-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CONDEMNATION PROCEEDINGS.

MOTION: Motion by Gookin, seconded by McEvers to approve **Resolution No. 15-022**, authorizing condemnation proceedings.

ROLL CALL: Gookin Aye; Evans Aye; Adams Aye; Edinger Aye; Miller Aye; McEvers Aye.
Motion carried.

RECESS: Motion by Gookin, seconded by McEvers to recess to Tuesday, May 12, 2015, at 4:00 p.m. in the Old Council Chambers, City Hall, for a Council Strategic Planning Workshop.
Motion Carried.

The meeting adjourned at 6:57 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

**A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
MAY 12, 2015**

The Coeur d'Alene City Council met in a continued session in the Old Council Chambers located within City Hall at 710 E. Mullan Avenue, Coeur d'Alene, ID 83814 May 12, 2015 at 4:00 p.m., there being present upon roll call a quorum.

Steve Widmyer, Mayor

Woody McEvers)	Members of City Council Present
Steve Adams)	
Ron Edinger)	
Kiki Miller)	Arrived at 4:25 p.m.
Dan Gookin)	
Amy Evans)	

CITY STAFF PRESENT: Jim Hammond, City Administrator; Renata McLeod, City Clerk; Steve Anthony, Parks and Recreation Director; Mike Gridley, City Attorney; Jim Markley, Water Superintendent; Troy Tymesen, Finance Director; Tim Martin, Street Superintendent; Kenny Gabriel, Fire Chief; Ed Wagner, Building Services Director; Gordon Dobler, City Engineer; Lee White, Police Chief; Hilary Anderson, Community Planning Director; Sid Fredrickson, Wastewater Superintendent; Bette Ammon, Library Director; Melissa Tosi, Human Resource Director; and Keith Erickson, Communication Coordinator.

CALL TO ORDER: Mayor Widmyer called the meeting to order and thanked the Department Heads for the ideas they submitted. He stated that this year is probably going to be a heavy emphasis on public safety. Mr. Tymesen stated that the goal for the meeting is to do some visioning and to hear from the City Council what they would want staff priorities to be for next fiscal year.

VISION 2030 UPDATE – Community Planning Director Hilary Anderson presented information regarding the current status of Vision 2030 goals. With the Vision 2030 goals, there are 84 items noted that would be led by the City. Staff has begun working on 25 items with 29 more to start between 2015-2017. There are 30 more that will begin after 2017. Ms. Anderson provided the Council with a progress report outlining 29 in progress goals. Some goals specifically set to begin within Fiscal Year 2015-2016 include completion of the acquisition of BNSF right-of-way; parking expansion and maintenance; East Sherman Avenue Master Plan; satellite public library branch; and public safety efforts. She noted that staff will continue to work toward future goals and that many of the proposed goals align with the Vision 2030 plan.

DISCUSSION: Councilmember McEvers stated that many of the Vision 2030 projects have been on-going for a long time and they are now moving forward. The City Council affirmed that they would like staff to continue working toward Vision 2030 goals.

LET'S MOVE UPDATE – Parks and Recreation Director Steve Anthony stated that the Let's Move initiative is a joint project with the Panhandle Health District. He stated that they are currently working with their third director from Panhandle Health District, so they are a little stalled in progress as they bring her up to speed. The City has received bronze and silver status in their assigned areas. Staff has completed the mapping of play spaces and the safe walking routes to schools. Mr. Anthony explained that they are working on the community profile status. The City received the gold metal status for daycares which he credited to the hard work of Deputy City Clerk Kathy Lewis. He clarified that the current partners for "Let's Move" are School District #271, Panhandle Health, and the City, which is less than the initial large support group.

DISCUSSION: Mayor Widmyer expressed concern regarding the low amount of meeting attendance and how much staff time the project absorbs. He recalled that the program was supposed to need city support but not a lot of staff resources. Mr. Anthony stated that this is not a number one priority for his staff and that they work on it as they have time. Councilmember Gookin stated that he was concerned with the rules imposed on the vendors in their lease agreements. Councilmember McEvers stated that he did not want the program to be a burden on staff. Councilmember Adams stated that he would like this item to come back to the Council with a status update. The Council affirmed that they would like to have staff reevaluate the program.

REVIEW OF STRATEGIC GOALS FY 14-15 - Communications Coordinator Keith Erickson stated that he reviewed the fiscal year 2014/2015 goals with input from the Department Heads. He found that there were no goals left un-addressed, as they were either completed or in-progress.

DISCUSSION: Mayor Widmyer asked Mr. Dobler for an update on the levee recertification and an expected completion date. Mr. Dobler explained that the work tasks for this year are complete and that the application is under FEMA review. He clarified that there are some structural items that need to be completed including the closure near the old mill yard and reconstruction south of the museum and a replacement of the wall along Northwest Boulevard. Mr. Dobler believes the work will be done next summer. Then, FEMA will issue a preliminary approval, any additional work can be completed, and then the City can submit for final approval in the fall of 2016.

Councilmember McEvers asked Mr. Dobler for an update on the 15th Street overlay. Mr. Dobler explained that the Capital Improvement Plan has set it forward for 2017. Additionally, there are some funding issues with Government Way so it will depend if overlay funds will have to be used to cover the gap. Councilmember McEvers asked if 15th Street was a priority due to traffic volume or some other pressure point. Mr. Dobler felt it was a Council priority in the past. Additionally, it is the last collector that needs to be redone and it will take a large amount of money.

Fire Chief Gabriel stated that May 19, 2015 will be the GO Bond election date.

Strategic Planning Discussion for FY 15-16 - Mayor Widmyer asked Police Chief White to review the Police Department needs for the next fiscal year. Chief White stated that he would like to request staffing for six patrol officers, additional code enforcement, animal control, and report writers. These positions are based on a crime rate analysis done earlier this year that exposed a need for 19 officers. In order to begin to fill this gap he would utilize some part-time positions that would aid in the work load and stretch the need to higher officers over several fiscal years. Chief White stated that they currently have two positions dedicated to crime analysis, which is a big part of targeting crime hot spots for patrol to focus on. Currently patrol resources often go from call-to-call with no time for community education.

DISCUSSION: Councilmember Gookin asked for a status update regarding electronic bill notification. Mr. Tymesen explained that the recent upgrade to the Springbrook software allows for that function. Councilmember Gookin expressed concern regarding continued references to a potential local option tax and wants to look at other options. He felt such tool would include a resort city tax; going to voters to increase sales tax for a specific project; and/or a recreational district tax. Councilmember McEvers clarified that any of those options would not provide funding for Police Officers as those options are project specific and he does not know of any tools that would allow for funding Police Officers. Mayor Widmyer asked for a review of how the state divides sales tax. Mr. Tymesen explained that it is a formula based on a city's valuation of property and its population.

Mr. Tymesen reviewed the Council submitted goals which were categorized as major goals, new ideas, continuous improvements, public safety, planning, communication, and urban renewal. Chief Gabriel stated that Fire Station 4 is one part of public safety and that the bond will be used for the fire engine for Station No. 4, but not the staffing. The City has the land and Impact Fee funding for construction, but personnel costs are going to be needed to staff the station. He felt that savings from the FRF would be a funding option for personnel. The City Council affirmed that public safety is the highest strategic goal for 2015/2016.

Mr. Tymesen reviewed the planning related goals. Ms. Anderson mentioned that there are two town hall meetings scheduled regarding East Sherman Avenue and she has drafted a scope of work for a consultant for master planning of the East Sherman area. The Planning Department will also look at possible code changes to promote businesses within that area, as well as possible incentives to rehabilitate older buildings. Ms. Anderson confirmed that stakeholders that own property in the East Sherman area will be involved. She noted that East Sherman master planning was included in the Vision 2030 plan as a community interest goal.

Mayor Widmyer stated that the City of Boise has combined art and history into one committee, and he would like the Arts Commission to look at adding a historical subcommittee. Additionally, he noted several historical pieces in the City Park that he would like to see rehabilitated.

Mr. Tymesen reviewed the communication category goals. Councilmember McEvers stated that it was the City's intent to have CDATV be a community channel and foster partnerships with School District #271 and North Idaho College. He noted that the School District only holds one meeting a month and the investment in a studio is expensive. A long-term vision discussed at the

committee level is for the City of Coeur d'Alene act as the community studio and the partners to share in the cost. Additionally, streaming across the web may be the way of the future. Communication Coordinator Keith Erickson stated that social media provides a large pool for outreach. Councilmember Miller stated that it is important to track who is being reached with city-wide communication efforts. She believes that the City Poll reaches other than the normal bloggers; however she would like to track who are the audiences. Councilmember Miller expressed a desire to not duplicate efforts that other organizations should be doing and that the City should look toward partnership for communication.

Mr. Tymesen reviewed the category of Urban Renewal which included a review of LCDC and an option to extend the River District. Mayor Widmyer explained that a review of LCDC would include planning for the closure of the Lake District in 2021, as discussion regarding ramp down, outstanding obligations, etc. should take place soon. He also explained that a review of River District should occur with closure scheduled for 2026. There is an option to close the River District early, so more discussions should take place. Councilmember Adams stated that one cost savings measure would be for the Council to take over LCDC and eliminate a paid position. Councilmember Gookin stated that he does not want to sit on the urban renewal board rather his goal is to wind down the district and repurpose it. He believes that if urban renewal is used successfully it should have a solid plan that includes achievement measurements.

Mr. Tymesen noted goals under the "New Ideas" category to include a downtown performing arts center and a community enhancement account. Councilmember Gookin stated that in other cities the downtown includes a theater that encourages people to attend the businesses near the theater. He felt it could be accomplished through an auditorium district and be owned by the City, but run independently. He noted that this would be a cultural capital enhancement to the downtown. Mayor Widmyer confirmed that performing arts have an economic boost to a community and businesses surrounding it. Councilmember McEvers stated that a community enhancement account would be used for those unknown opportunities that arise during a fiscal year and could be carried over year-to-year if not spent. Councilmember Gookin felt that all items should be noted in the budget. Councilmember McEvers explained that things change throughout the year and one cannot know everything at the time the budget is set.

Mr. Tymesen noted that Continued Improvement goals included items such as keeping property tax increase to a minimum, revamping the parking situation, and continued improvements to efficiencies and consistencies throughout the organization. Councilmember Edinger asked for more information regarding revamping parking. Mayor Widmyer stated that he reviewed the 2007 Parking Study and found there were parts of the study that were not implemented; therefore, he believes it should be revisited.

The Mayor reiterated that this is the year to prioritize public safety. Councilmember McEvers stated that this may be the year to look at taking a 3% increase to specifically fund public safety. Mr. Tymesen clarified that the City does not have the new growth number so it is not time to dive into budget numbers yet.

RESOLUTION NO. 15-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH CHERYL METCALF FOR CREATION AND INSTALLATION OF PUBLIC ART – CHIEF MORRIS ANTELOPE.

STAFF REPORT: Parks & Recreation Director Steve Anthony presented the request to approve the Contract with Cheryl Metcalf for creation and installation of public art. Additionally he is requesting approval of a Memorandum of Understanding with North Idaho College (NIC) for the location of the art on NIC property. The Arts Commission selected the piece entitled “Chief Morris Antelope” for the location at the trail head at NIC along the east bank of the Spokane River. The contract with Ms. Metcalf is in the amount of \$45,000 and could be installed by October 2015.

MOTION: Motion Gookin, seconded by Edinger to approve **Resolution No. 15-019**, approving an Agreement with Cheryl Metcalf for Public Art, “Chief Morris Antelope”

DISCUSSION: Councilmember Evans mentioned that 300 citizens voted on the art piece selection and data collected demonstrates this piece was the choice of the community. Councilmember Gookin stated that this is a local artist and demonstrates our regional history. Mr. Anthony stated that the Coeur d’Alene Tribe is very excited about this piece.

ROLL CALL: Gookin Aye; Evans Aye; Adams Aye; Edinger Aye; Miller Aye; McEvers Aye.
Motion carried.

RESOLUTION NO. 15-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NORTH IDAHO COLLEGE FOR THE PLACEMENT OF PUBLIC ART.

MOTION: Motion by Edinger, seconded by Gookin to approve **Resolution No. 15-020**, approving a Memorandum of Understanding with North Idaho College for Placement of Public Art.

ROLL CALL: Evans Aye; Adams Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye.
Motion carried.

RESOLUTION NO. 15-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT WITH DEW DROP SPRINKLERS AND LANDSCAPING FOR INSTALLATION OF IRRIGATION ON THE WATER SIDE OF ROSENBERRY DRIVE.

STAFF REPORT: City Engineer Gordon Dobler stated the installation of irrigation and landscaping completes the last task for the levee project this year. The irrigation is instrumental in establishing ground cover outside the levee and is required for the certification. He explained that NIC's irrigation system does not meet the needs of this area.

MOTION: Motion by Evans, seconded by Adams to approve **Resolution No. 15-021**, approving a contract with Dew Drop Irrigation for Levee Irrigation.

DISCUSSION: Councilmember Edinger asked if the City is funding the entire contract amount. Mr. Dobler said that NIC has provided \$100,000 this year to cover costs throughout the year, so one could argue that some of those funds could have deferred costs. He explained that the City has covered over \$350,000 in costs this year. Councilmember Edinger stated that NIC should split everything. Mr. Dobler thought that was the original agreement with NIC's Board; however, early this spring the board stated that they were not aware of a 50/50 funding arrangement. Mr. Dobler explained that while the discussions were ongoing regarding maintenance, NIC owns the ground and so they should be agreeable to maintain it. Additionally, NIC will get benefit from the upgraded irrigation system and have agreed to pay for the water. Councilmember Edinger clarified that the City needs to get a formal maintenance agreement with NIC. Mr. Dobler stated that he is working on an agreement now and hopes to have it to City Council within three months. Councilmember McEvers asked if there were plans to resurface the dike road and stated that he does not want the City to have to cover the entire irrigation system costs. Mr. Dobler explained that there are no current plans to overlay the road, but he could look at a chip seal which would cost approximately \$100,000.

ROLL CALL: Adams Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye.
Motion carried.

ADJOURNMENT: Motion by Gookin, seconded by McEvers, that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 5:57 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod,
City Clerk

**CITY COUNCIL
MEMORANDUM**

DATE: MAY 19, 2015
FROM: RENATA MCLEOD, CITY CLERK
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled June 2, 2015, to hear public testimony regarding the Consolidated Annual Performance and Evaluation Report (CAPER) for CDBG Plan Year 2014.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 11, 2015

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Property Swap with the Coeur d'Alene North Owner's Association

DECISION POINT:

Declare the City's intent to exchange property with the Coeur d'Alene North Owners Association and set a public hearing for a proposed swap of real property with the Coeur d'Alene North Owner's Association.

HISTORY:

The City owns the small triangle of real estate (Lot 1, Block 2 Isles of Troy Subdivision) that serves as the entrance into the Coeur d'Alene North parking garage. The property is heavily encumbered with an access easement for the Coeur d'Alene North building, a 20' no-build easement along the eastern property line in favor of the abutting property to the east as well as a remnant of the flood protection wall. The City has leased this property to the Coeur d'Alene North Owner's Association for a term of 25 years. The lease includes a provision that the parties would pursue a trade of this real estate if another parcel of land of equivalent value could be located. The City recently determined that portions of Northwest Boulevard along the Coeur d'Alene North frontage is not wholly within City owned right of way. As such, staff has worked with the Coeur d'Alene North Owner's Association to prepare the proposed property swap. Under the terms of the proposed exchange, the City would obtain a sliver of property along Northwest Boulevard to place all of Northwest Boulevard in City owned right of way and a 9 foot wide easement to allow for the placement of traffic control devices and signage, utilities and sidewalks. Additionally, the City would retain an easement to maintain the flood protection wall for as long as is necessary. The Coeur d'Alene North Owner's Association would receive Lot 1, Block 2, Isles of Troy Subdivision and \$250, which represents the lease payments on the property.

FINANCIAL ANALYSIS:

The value of the currently owned lot is negligible to the City because it is relatively small and heavily encumbered, which renders it largely useless to others. Likewise, the value of the sliver of land that the City is seeking to acquire is relatively small in monetary terms. However, obtaining legal ownership of the Northwest Boulevard right of way is significant. The proposal from the Coeur d'Alene North includes the City repaying the \$250 lease payment.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

As noted above, the City has been looking for a property to trade with the Coeur d'Alene North for some time. The proposed trade is significant for the City because it gives the City complete ownership of Northwest Boulevard in this area. The City will retain the right to maintain the seawall for as long as it remains necessary. The proposed land exchange requires a public hearing.

DECISION POINT/RECOMMENDATION:

Declare the City's intent to exchange real property with the Coeur d'Alene North Owner's Association as outlined in the attached agreement and setting a public hearing for the proposed property exchange on June 16 2015.

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 75-
Rec No 800589
Date 05/04/15
Date to City Council: 5-19-15
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
_____	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
<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 COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from <u>TWC Restaurant, Inc. to Mad Anthony's Incorporated</u>	\$75.00

Business Name	Anthony's Coeur d'Alene	
Business Mailing Address	P.O. Box 3805	
City, State, Zip	Bellevue, WA 98009	
Business Physical Address	TBD	
City, State, Zip	Coeur d'Alene, ID	
Business Contact	Business Telephone : 425-455-0732	Fax: 425-455-0649
	Email address: diane@anthony's.com	
License Applicant	Mad Anthony's Incorporated	
If Corporation, partnership, LLC etc. List all members/officers	SEE ATTACHED	

BEER, WINE, LIQUOR LICENSE - RENEWAL APPLICATION

**City of Coeur d' Alene Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 208 769-2284**

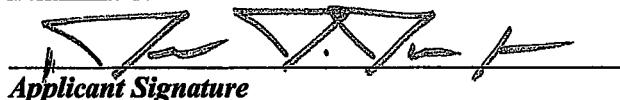
[Office Use Only]
Amt Pd _____
Rec No _____
Date _____
Lic No. _____
Date Issued _____

Business Name:	Tito's Italian Grill / Coeur d'Alene Tap House
Business Mailing Address:	P.O. Box 6200
City State, Zip	Coeur d'Alene, ID 83816
Business Physical Address	210 Sherman, Coeur d'Alene, ID 83814
Business Telephone Number	765-4000
Owners Name	Hagadone Hospitality Co.
Owners Address	P.O. Box 6200
City, State, Zip	Coeur d'Alene, ID 83816
Owners Contact Numbers	Home Phone: 667-3431 e-mail: ward@hagadone.com
Manager's Name	William T. Reagan
Manager's Home Address	2595 Hanley Avenue
City/State/Zip	Coeur d'Alene, ID 83815
Manager's Contact	Home Phone: 765-8550 Cell: _____ e-mail: _____
Manager Information	_____ Date of Birth: _____
State Alcohol License Premise No	K- 39

CATEGORY	ANNUAL FEE Circle only one	
TO GO ONLY	*****	
Beer Only: Canned and Bottled - To Go Only	\$ 50.00	
Wine & Beer: Canned & Bottled - To Go Only	\$ 250.00	
CONSUMED ON PREMISE AND TO GO	*****	
Beer: Canned & Bottled- no Draft - Consumed on premise & to go	\$ 100.00	
Beer: Draft, Canned & Bottled – Consumed on premise & to go	\$ 200.00	
Wine and Beer: Canned and Bottled, no Draft – Consumed on premise & to go	\$ 300.00	
Wine and Beer: Draft, Canned, Bottled – Consumed on premise & to go	\$ 400.00	
Liquor, Wine, and Beer: Consumed on premise and to go	\$ 762.50	

By signing below, I certify that the information on this application is complete and true to the best of my knowledge and that the applicant is qualified by the Ordinance of the City of Coeur d'Alene, County of Kootenai, and the laws of the State of Idaho to receive a license.

Have you enclosed a copy of your new State and County license along with the fee?


Applicant Signature

4.27.15
Date

City Clerk

Date



City of Coeur d'Alene
Municipal Services Department
710 Mullan Avenue
Coeur d'Alene, Idaho 83814
(208) 769-2229
kathylew@cdaid.org

(Office Use Only) 29700
Amount Paid 808450
Receipt # 05/11/2015
Date 05/11/2015
Date to Council: 5/19/15
Reg. Number:
License #
Date Issued _____ By: _____

BEER, WINE AND/OR LIQUOR LICENSE APPLICATION

Expires Annually March 1st

Please provide a date you would like to begin alcohol service:

06/01/2015

Check the ONE box that applies	SERVING:	FEES
	Beer only (canned and bottled) NOT consumed on premise	\$50
	Beer and Wine (canned and bottled) NOT consumed on premise	\$250
	Beer only (canned and bottled) consumed on premise	\$100
	Beer and Wine (canned and bottled only) consumed on premise	\$300
	Beer only (draft, canned, and bottled) consumed on premise	\$200
X	Beer and Wine (draft, canned, and bottled) consumed on premise	\$400
	Beer, Wine, and Liquor (number issued limited by State of Idaho)	\$762.50
	Transfer of ownership of a City license with current year paid: <ul style="list-style-type: none">• Beer-to go only \$6.25.• Beer-Can, Bottle only COP \$12.50.• Beer-Draft, Can, Bottled COP \$25.• Wine additional \$25.	
	Consumed on Premise: <input type="checkbox"/> YES <input type="checkbox"/> NO	
	Transfer from: _____ to: _____	
	Prorated to June 1, 2015	

BUSINESS INFORMATION

Company Name: Renee's Downtown

Phone: 208 661 3052

Mailing Address: 514 W Bosanko Ave

City/State/Zip: CDA ID 83815

Physical Address: 507 E Sherman Ave.

City/State/Zip: CDA ID 83814

Cell: 208 661 3052

Fax: _____

Email: _____

CITY COUNCIL STAFF REPORT

DATE: May 19, 2015
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Amended Resolution No. 15-022A Authorizing Condemnation Action in Phase 2 of the Government Way: Hanley Ave. to Prairie Ave. Project

DECISION POINT

The City Council must approve any action that involves litigation.

HISTORY

The City Council at its regularly scheduled meeting on May 5, 2015, approved Resolution No. 15-022 authorizing the initiation of legal action to acquire a strip of land in fee simple for the purpose of right-of-way, and, a temporary easement to allow for the widening of Government Way. The resolution included detailed maps of the property to be acquired but not written descriptions of the fee and easement areas.

PERFORMANCE ANALYSIS

This amended resolution clarifies that oversight with the inclusion of both written descriptions of the acquisition area and temporary easement, and, the previously included graphic representation of the areas involved.

FINANCIAL ANALYSIS

Passage of the amended resolution does not result in any financial change to the process.

SUMMARY

The original resolution authorizing the initiation of condemnation proceedings in Phase 2 of the Government Way widening project on Parcels 47 & 48, included detailed graphic representations of the area to be acquired, but did not include the written descriptions. The approval of this amended resolution looks to correct that oversight with the inclusion of written descriptions of both the land in fee, and, the temporary easement, as well as the previously included graphic representations.

RESOLUTION NO. 15-022A

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CONDEMNATION PROCEEDINGS.

WHEREAS, Resolution No. 15-022 was adopted on the 5th day of May to authorize condemnation proceedings; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to repeal Resolution No. 15-022 and replace it with this Resolution 15-022A, which includes updated legal descriptions; and

WHEREAS, the acquisition of public right-of-way for roadway purposes is a public use for which the City of Coeur d'Alene (the "City") has the power of eminent domain under section 7-701, Idaho Code; and

WHEREAS, the City is engaged in the roadway project to widen and improve Government Way from Hanley Avenue to Prairie Avenue in Coeur d'Alene, Hayden, and Dalton Gardens, Kootenai County, Idaho, referred to as SMA-7155, Government Way, Hanley Avenue to Prairie Avenue, Project No A012(308), Key No. 12308 (the "Project").

WHEREAS, to accomplish the Project, the City needs to acquire certain real property more particularly identified as Parcels 47 and 48 (Parcel ID Nos. 12308L47 and 12308L48) on the Project plans on file with the City of Coeur d'Alene and legally described on attached **Exhibit "A"** attached hereto and incorporated by reference ("the Property"); and

WHEREAS, attached hereto as **Exhibit "B"** are maps depicting the Property to be acquired from the above-referenced parcel. The Property to be acquired include fee simple rights-of-way and temporary easements. The fee simple right-of-way for Parcel 47 consists of 0.033 acres. The fee simple right-of-way for Parcel 48 consists of 0.095 acres. The temporary easement for Parcel 47 consists of 0.018 acres. The temporary easement for Parcel 48 consists of 0.070 acres.

WHEREAS, the rights of access to and from the remaining real property belonging to the record title owners of the Property shall be as follows:

- a. Before the Project, such owners had access to and from the Property that may or may not have been authorized under the rules, regulations, policies, and permits of the relevant governmental entity.
- b. After the Project, the property owners will continue to have access to and from the remaining real property subject to the rules, regulations, policies, and permits of the relevant governmental entity.

WHEREAS, the location of the proposed right-of-way for the Project is necessary and the right-of-way is located in a manner which is most compatible with the greatest public good and the least private injury, pursuant to Idaho Code § 7-705; and

WHEREAS, the names and addresses of the record title owners of the Property and any other owner(s) and tenants under long-term leases known to the City are set forth below:

Name: ChrisLinc Properties, LLC
Marshall Clark
Address: 2320 N. Atlantic #100
Spokane, WA 99205

WHEREAS, the City commenced negotiations to purchase the Property and, by certified U.S. Mail, postage prepaid, addressed to the owner(s) at the address shown in the official records of the Kootenai County Assessor, on the 9th day of December, 2014, provided the owner(s) with a summary of rights form required by Chapter 7, Title 7, Idaho Code, and on the 9th day of December, 2014 provided the owner(s) with a written offer to purchase the Property and settle any severance and business damage claims related to the acquisition, and on the 9th day of December, 2014 provided the owner(s) with a copy of the appraisal; and

WHEREAS, the City, by and through its employees, contractors, and agents, has sought in good faith to purchase the Property and property interests described above and to settle with the owner(s), or reputed owner(s) and any other claimants for severance damages, if any, to their remaining property where the Property is a part of a larger parcel, and for damages to any business located thereon which might result from said taking, but the City has been unable to make any reasonable bargain therefore, or reasonable settlement of such damages; and

WHEREAS, it is deemed to be in the best interests of the City and the citizens thereof to commence condemnation proceedings, if necessary, to acquire rights of way on the above listed parcels;

WHEREAS, it is recommended that the City authorize Holland & Hart LLP to commence condemnation proceedings, if necessary, to acquire rights of way for the above listed parcel; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City, that the City acquire the Property described in **Exhibit A** and identified in **Exhibit B** through the exercise of its power of eminent domain.

BE IT FURTHER RESOLVED, that Holland & Hart LLP is hereby authorized to commence with condemnation proceedings, if necessary, to acquire rights of way on the above listed parcels.

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

DATED this 19th day of May, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Project No. A012(308)
Key No. 12308
Parcel 47
12308L47
Prepared: 4-24-14
Fee Title Acquisition

That portion of Lot 14, Block 6, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 2350.95 feet to centerline station 189+16.86; Thence South 88°55'41" East a distance of 39.78 feet to the Southwest corner of said Lot 14, point being 39.78 feet right of centerline station 189+16.86, said point being the **TRUE POINT OF BEGINNING**;

Thence along the West line of said Lot 14, North 01°04'19" East a distance of 97.19 feet to the Northwest corner of said Lot 14, point being 39.76 feet right of centerline station 190+14.29;

Thence along the North line of said Lot 14, North 46°23'44" East a distance of 19.30 feet;

Thence parallel to said centerline and West line, South 01°04'19" West a distance of 110.70 feet to the South line of said Lot 14;

Thence along said South line, North 89°09'44" West a distance of 13.72 feet to the **TRUE POINT OF BEGINNING**, said point being 39.78 feet right of centerline station 189+16.86;

Containing 1,427 square feet or 0.033 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 47
12308L47
Prepared: 5-12-15
Temporary Construction Easement

That portion of Lot 14, Block 6, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, located in the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 2350.95 feet to centerline station 189+16.86; Thence South 88°55'41" East a distance of 39.78 feet to the Southwest corner of said Lot 14, point being 39.78 feet right of centerline station 189+16.86; Thence along the southerly line of said Lot 14, South 89°09'44" East a distance of 13.72 feet to a point being 53.50 feet right of centerline station 189+16.92, said point also being the **TRUE POINT OF BEGINNING**;

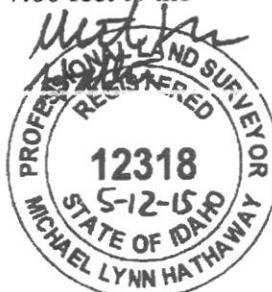
Thence North 01°04'19" East a distance of 110.70 feet to the northerly line of said Lot 14, point being 53.30 feet right of centerline station 190+28.71;

Thence along said northerly line, North 46°23'44" East a distance of 9.84 feet;

Thence leaving said northerly line, South 01°04'19" West a distance of 117.60 feet to southerly line of said Lot 14;

Thence along said southerly line, North 89°09'44" West a distance of 7.00 feet to the **TRUE POINT OF BEGINNING**, said point being 53.50 feet right of centerline station 189+16.92;

Containing 799 square feet or 0.018 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 48
12308L48
Prepared: 4-24-14
Fee Title Acquisition

That portion of the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 2442.46 feet to the beginning of a curve to the right, having a radius of 1000.00 feet, said point being at centerline station 190+08.37; Thence northeast along said curve, an arc length of 5.92 feet, through a central angle of 00°20'21", a chord bearing of North 01°14'30" East and a chord distance of 5.92 feet to centerline station 190+14.29; Thence South 88°35'19" East a distance of 39.76 feet to the Northwest corner of Lot 14, Block 6, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, said point being on the East right of way of said Government Way, point being 39.76 feet right of centerline station 190+14.29, said point being the **TRUE POINT OF BEGINNING**;

Thence along said East right of way and parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 202.87 feet to the South right of way of Prairie Ave, point being 31.12 feet right of said centerline station 192+18.56;

Thence along said South right of way, South 89°29'19" East a distance of 120.24 feet;

Thence South 00°30'41" West a distance of 17.50 feet;

Thence parallel to said South right of way, North 89°29'19" West a distance of 88.11 feet;

Thence South 47°07'27" West a distance of 25.75 feet;

Thence parallel to said centerline, South 03°44'14" West a distance of 129.30 feet to the beginning of a curve to the left, having a radius of 1001.53 feet;

Thence southwest along said curve and parallel to said centerline, an arc length of 31.94 feet, through a central angle of 01°49'38", a chord bearing of South 02°46'39" West and a chord distance of 31.94 feet to the North line of said Lot 14;

Thence along said North line, South 46°23'44" West a distance of 9.57 feet to the **TRUE POINT OF BEGINNING**, said point being 39.76 feet right of centerline station 190+14.29;

Containing 4,155 square feet or 0.095 acres more or less.



Project No. A012(308)
Key No. 12308
Parcel 48
12308L48
Prepared: 5-12-15
Temporary Construction Easement

That portion of the Northwest Quarter of the Northwest Quarter of Section 25, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows;

COMMENCING at a 3 inch brass cap marking the West Quarter corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 2313280000, records of Kootenai County, Idaho, said corner being 9.78 feet right of Government Way project centerline station 165+65.89, said corner bears North 00°38'45" East a distance of 2635.72 feet from a 2 inch iron pipe marking the Southwest corner of said Section 25 according to Corner Perpetuation and Filing record recorded as Instrument Number 1192849, records of Kootenai County, Idaho; Thence along the South line of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, North 88°49'19" West a distance of 9.78 feet to the intersection of said project centerline, point being centerline station 165+65.91; Thence along said centerline, parallel to the West line of said Northwest Quarter, North 01°04'19" East a distance of 2442.46 feet to the beginning of a curve to the right, having a radius of 1000.00 feet, said point being at centerline station 190+08.37; Thence northeast along said curve, an arc length of 5.92 feet, through a central angle of 00°20'21", a chord bearing of North 01°14'30" East and a chord distance of 5.92 feet to centerline station 190+14.29; Thence South 88°35'19" East a distance of 39.76 feet to the Northwest corner of Lot 14, Block 6, Schloss Addition, recorded in Book F of Plats, Page 47, records of Kootenai County, Idaho, said point being on the East right of way of said Government Way, point being 39.76 feet right of centerline station 190+14.29; Thence along the northerly line of said Lot 14, North 46°23'44" East a distance of 9.57 feet to a curve to the right, having a radius of 1001.53 feet, point being 46.50 feet right of centerline station 190+21.39, said point being the **TRUE POINT OF BEGINNING**;

Thence northeast along said curve, leaving said northerly line, an arc length 31.94 feet, through a central angle of 01°49'38", a chord bearing of North 02°46'39" East and a chord distance of 31.94 feet;

Thence North 03°44'14" East a distance of 129.30 feet;

Thence North 47°07'27" East a distance of 25.75 feet to a point being 64.19 feet right of centerline station 192+02.90;

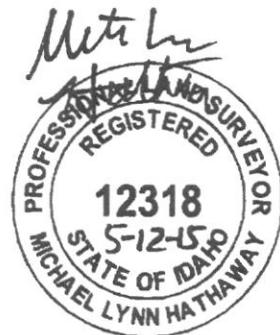
Thence South 89°29'19" East a distance of 29.11 feet;

Thence South 47°07'27" West a distance of 44.77 feet;

Thence South 03°44'14" West a distance of 132.27 feet to said northerly line;

Thence along said northerly line, South 46°23'44" West a distance of 22.82 feet to the **TRUE POINT OF BEGINNING**, said point being 46.50 feet right of centerline station 190+21.39;

Containing 3,052 square feet or 0.070 acres more or less.



PARCEL No.	PARCEL ID No.	RECORD OWNER	TOTAL ASSD.	RIGHT OF WAY- Ac.	EASEMENT- Ac.	RIGHT OF ENTRY AC.			
			REQ'D	EXIST	REMAINDER	PERM TEMP			
6	12308L06	HARLAN DOUGLASS	19.077	0.357	0	18.720	0	0.056	0
7	12308L07	CDA MEMORIAL GARDENS INC.	2.764	0.421	0	2.343	0	0.069	0
8	12308L08	K AND B ROBERTS, LLC.	0.862	0.114	0	0.748	0	0.076	0
9	12308L09	RAYMOND WOLFELT	0.535	0.061	0	0.474	0	0.017	0
10	12308L10	RAYMOND WOLFELT	0.522	0.073	0	0.445	0	0.018	0
11	12308L11	EDGAR CASTELLANOS	1.083	0.112	0	0.971	0	0.047	0
12	12308L12	DODGE HERITAGE, LLC.	21.677	0.037	0	21.640	0	0.000	0
13	12308L13	SIMS FAMILY, LLC.	1.294	0.196	0	1.098	0	0.008	0
14	12308L14	MBI, LLC.	0.671	0.066	0	0.565	0	0.064	0
15	12308L15	ROBERT MCFARLAND	1.875	0.349	0	1.526	0	0.063	0
16	12308L16	ROBERT MCFARLAND	0.625	0.116	0	0.509	0	0.021	0
17	12308L17	INLAND NORTHWEST BANK	1.049	0.135	0	0.914	0	0.045	0
33	12308L33	SHIRLEY THAGARD	1.008	0.138	0	0.870	0	0.034	0
34	12308L34	MICHAEL JOHN NELSON	1.008	0.010	0	0.998	0	0.000	0
35	12308L35	M. WALKER	0.919	0.024	0	0.895	0	0.025	0
36	12308L36	THOMAS & ALANA JONES	0.896	0.023	0	0.873	0	0.058	0
37	12308L37	WILBUR INC	1.500	0.026	0	1.474	0	0.042	0
38	12308L38	PACIFIC HIDE & FUR DEPOT	3.387	0.026	0	3.361	0	0.034	0
39	12308L39	PACIFIC HIDE & FUR DEPOT	0.871	0.030	0	0.841	0	0.055	0
40	12308L40	KENT HALLMEYER	0.672	0.033	0	0.839	0	0.040	0
41	12308L41	OVERALL CONDOS	0.872	0.031	0	0.841	0	0.050	0
41	12308L41	BARRON - 16.50%	0.144						
41	12308L41	JANK - 16.75%	0.146						
41	12308L41	SPENCER - 16.75%	0.146						
41	12308L41	SPENCER - 16.75%	0.146						
41	12308L41	NEUMAN - 16.75%	0.146						
41	12308L41	ANDERSON - 16.50%	0.144						
42	12308L42	TOMKEN DEVELOPMENT CO. LLC	0.872	0.031	0	0.841	0	0.052	0

PARCEL No.	PARCEL ID No.	RECORD OWNER	TOTAL ASSD.	RIGHT OF WAY- Ac.	EASEMENT- Ac.	RIGHT OF ENTRY AC.			
			OWNER, AC.	REQ'D EXIST	REMAINDER	PERM TEMP			
43	12308L43	DENNIS WILLIAMS	0.872	0.031	0	0.841	0	0.060	0
44	12308L44	OVERALL CONDOS	0.872	0.031	0	0.841	0	0.050	0
44	12308L44	ROKA INVESTMENTS - 14.286%	0.12457						
44	12308L44	ROKA INVESTMENTS - 14.286%	0.12457						
44	12308L44	ROKA INVESTMENTS - 14.286%	0.12457						
44	12308L44	JERRY CARLSON - 14.286%	0.12457						
44	12308L44	JERRY CARLSON - 14.286%	0.12457						
45	12308L45	OVERALL CONDOS	0.872	0.033	0	0.839	0	0.039	0
45	12308L45	OVERHEAD DOOR - 12.50%	0.109						
45	12308L45	OVERHEAD DOOR - 12.50%	0.109						
45	12308L45	SIMS FAMILY - 12.50%	0.109						
45	12308L45	SIMS FAMILY - 12.50%	0.109						
45	12308L45	SIMS FAMILY - 12.50%	0.109						
45	12308L45	MCMASTER - 12.50%	0.109						
46	12308L46	SAMS INVESTMENTS, LLC.	0.794	0.056	0	0.736	0	0.036	0
47	12308L47	CHRISLING PROPERTIES, LLC.	0.617	0.033	0	0.584	0	0.018	0
48	12308L48	CHRISLING PROPERTIES, LLC.	0.45	0.095	0	0.355	0	0.070	0

NOTES:

1. TOTAL OWNERSHIP AREAS SHOWN REPRESENT THE AREAS WITHIN THE SECTIONS ABUTTING GOVERNMENT WAY AND WILBUR AVE AS DETERMINED FROM ASSESSOR'S DATA SHEETS. THE OWNERSHIP PARCELS WERE NOT SURVEYED AND SAID AREAS ARE APPROXIMATE. REMAINDER AREAS WERE CALCULATED BY DEDUCTING ANY ACQUISITIONS MADE AS A RESULT OF THIS PROJECT FROM THOSE APPROXIMATE AREAS AND ARE ALSO APPROXIMATE.

END PROJECT
STA. 192+41.85
A012(308)

N 2217656.711
E 2369844.872
M.P. 14.836

END CONSTRUCTION

STA. 192+20.00
MATCH EXISTING
N 2217634.910
E 2369843.448

M.P. 14.832

H-0000-026

-0150 INLAND

NORTHWEST BANK

H-0000-026-0450

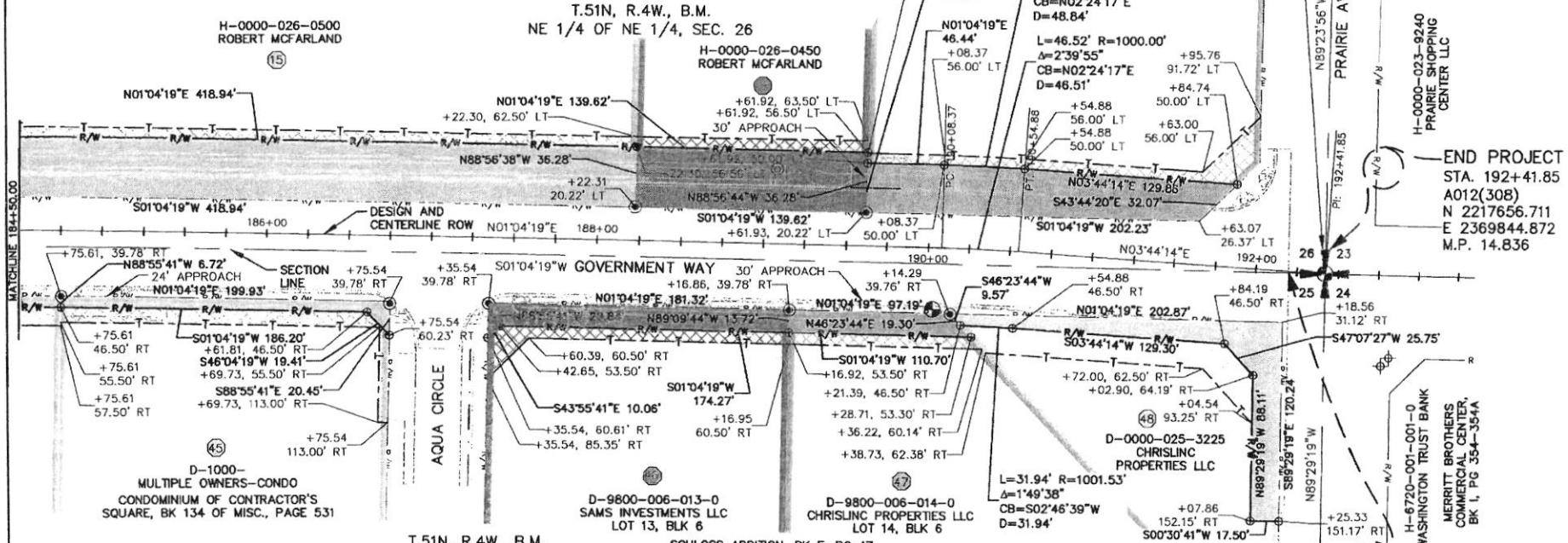
ROBERT MCFARLAND

H-0000-026-0500

ROBERT MCFARLAND

H-0000-026-0550

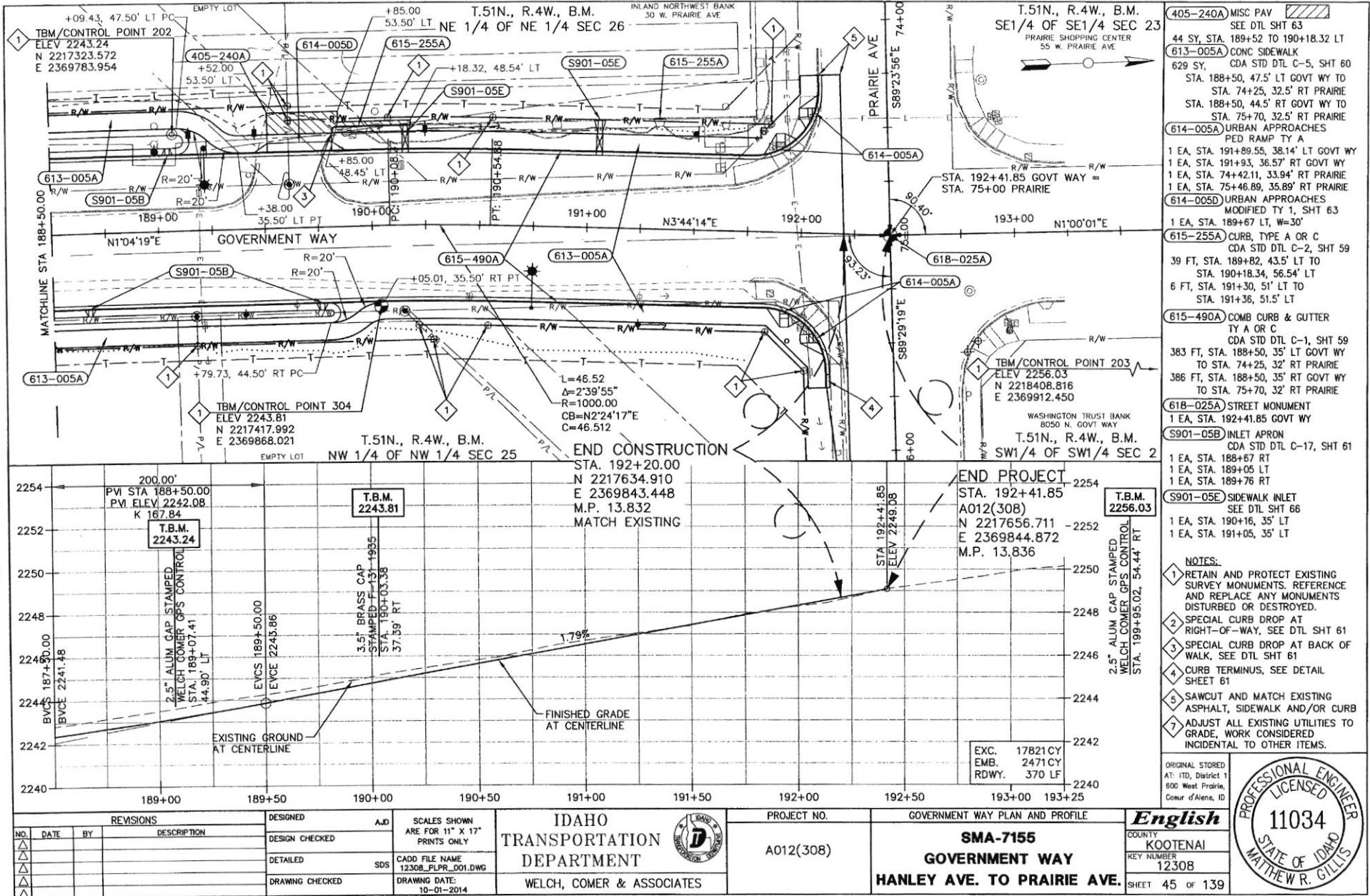
PARCEL	POINT OF COMMENCEMENT TO TRUE POINT OF BEGINNING	TRUE POINT OF BEGINNING STATION & OFFSET	APPROACH TYPE AND SIZE	STATION
16	N 88°49'19" W 9.78' / N 01°04'19" E 1837.46' / N 88°55'41" W 20.22'	188+22.31, 20.22' LT	COMMERCIAL APPROACH - 24'	185+00.00 RT
17	N 88°49'19" W 9.78' / N 01°04'19" E 2396.02' / N 88°55'41" W 20.22'	189+61.93, 20.22' LT	COMMERCIAL APPROACH - 30'	189+67.00 LT
45	N 88°49'19" W 9.78' / N 01°04'19" E 1909.70' / S 88°55'41" E 39.78'	184+75.61, 39.78' RT	COMMERCIAL APPROACH - 30'	189+65.00 RT
46	N 88°49'19" W 9.78' / N 01°04'19" E 2169.63' / S 88°55'41" E 39.78'	187+35.54, 39.78' RT		
47	N 88°49'19" W 9.78' / N 01°04'19" E 2350.95' / S 88°55'41" E 39.78'	189+16.86, 39.78' RT		
48	N 88°49'19" W 9.78' / N 01°04'19" E 2442.46' / L=5.92' R=1000.00' Δ=00°20'21" CB=N 01°14'30" E CD=5.92' / S 88°35'19" E 39.76'	190+14.29, 39.76' RT		



NOTES:

1. EASEMENTS SHOWN ARE FOR TEMPORARY CONSTRUCTION ONLY.

REVISIONS		DESIGNED	MRG/AJD	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDaho TRANSPORTATION DEPARTMENT	PROJECT NO.	RIGHT OF WAY PLAN	English	ORIGINAL STORED AT: ITD, District 1 600 West Prairie, Coeur d'Alene, ID
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED					
△	6-19-14	TJF	EDIT NAMES ON PARCEL 45						
△	6-19-14	TJF	EASEMENT CHANGE PARCEL 46	DETAILED	CADD FILE NAME 12308_ROW_001.DWG				
△	6-19-14	TJF	PAGE NUMBERS						
△	1-28-15	TJF	ADDED 30' APPROACH PARCEL 44	DRAWING CHECKED	MLH	DRAWING DATE: 4-24-14	WELCH, COMER & ASSOCIATES	A012(308)	SMA-7155 GOVERNMENT WAY HANLEY AVE. TO PRAIRIE AVE.
△									STATE OF IDAHO MICHAEL LYNN HATHAWAY 12318 1-28-15 PROFESSIONAL LAND SURVEYOR SMA-7155 GOVERNMENT WAY HANLEY AVE. TO PRAIRIE AVE.
									10 OF 13



PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: May 11, 2015
FROM: Gordon Dobler, Growth Services Director
SUBJECT: Approval of Standard Drawings

DECISION POINT

Staff is requesting approval of various standard drawings which have been recently revised.

HISTORY

Water and Wastewater departments have revised the existing drawings and Water has added several more new drawings. In addition Engineering revised several drawings to address minor house keeping issues.

FINANCIAL ANALYSIS

There is no cost associated with adopting the standards. There may be a small cost differential to property owners and developers in implementing the new standards.

PERFORMANCE ANALYSIS

The revisions and additions will result in lower maintenance costs, uniformity, and consistency.

RECOMMENDATION

Staff recommends that the Committee direct staff to prepare a resolution approving the revised drawings indicated on the attached list. The drawings are available for review in the Council Office.

RESOLUTION NO. 15-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING REVISIONS TO VARIOUS STANDARD DRAWINGS FOR THE WATER, WASTEWATER AND ENGINEERING DEPARTMENTS.

WHEREAS, the City Council adopted a policy establishing Standard Drawings pursuant to Resolution No. 99-086 on May 18, 1999, as amended by Resolution No. 02-009 on November 26, 2001; Resolution No. 04-102 on November 16, 2004; Resolution No. 06-019 on March 21, 2006, Resolution No. 06-066 on October 17, 2006, Resolution No. 07-009 on February 6, 2007; Resolution No. 08-016 on April 1, 2008; Resolution No. 11-016 on May 3, 2011; and

WHEREAS, the City Engineer has proposed a revision to various Standard Drawings for the Water, Wastewater and Engineering Departments; and

WHEREAS, the Public Works Committee has reviewed the proposed revision to the Standard Drawings at their May 11, 2015 meeting and has recommended that the City of Coeur d'Alene adopt the revised Standard Drawings for Public Works Construction, a copy of which is attached as Exhibit "1". A full version of the Standard Drawings is on file in the office of the City Clerk; and,

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such revised Standard Drawings for Public Works Construction be adopted;
NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the revised Standard Drawings for Public Works Construction be and is hereby adopted.

DATED this 19th day of May, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

_____ was absent. Motion _____.

CITY OF COEUR D'ALENE
STANDARD DRAWINGS
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✓ Curb & Gutter, Rolled	C-3	Silt Fence Detail	M-20
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✓ Sidewalk Joints & Sections	C-5	General Plan Notes, pg 1	M-22
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✓ W/O Park Strip, 3' Walk	C-8	✓ Sewer System Notes	M-26
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		Grate Frame, Type 2	SD-3
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		✓ Grate Frame, Type 1	SD-2
		Grate Frame, Type 2	SD-3

REVISED 5/7/2015

✓ = revised

CITY OF COEUR D'ALENE
STANDARD DRAWINGS
TABLE OF CONTENTS

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REVISED 5/7/2015

✓ = revised

RESOLUTION NO. 15-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A STATE AND LOCAL AGREEMENT WITH IDAHO TRANSPORTATION DEPARTMENT FOR DESIGN OF SELTICE WAY FROM HUETTER AVENUE TO NORTHWEST BOULEVARD; APPROVAL OF THE DEVELOPMENT OF A SIGNALIZED AT-GRADE CROSSING OF THE PRAIRIE TRAIL AT THE INTERSECTION OF CARRINGTON LANE AND HANLEY AVENUE; DECLARATION OF INTENT TO EXCHANGE PROPERTY WITH THE COEUR D'ALENE NORTH OWNER'S ASSOCIATION.

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 "A through D" and by reference made a part hereof as summarized as follows:

- A) APPROVING A STATE AND LOCAL AGREEMENT WITH IDAHO TRANSPORTATION DEPARTMENT FOR DESIGN OF SELTICE WAY FROM HUETTER AVENUE TO NORTHWEST BOULEVARD;
- B) APPROVAL OF THE DEVELOPMENT OF A SIGNALIZED AT-GRADE CROSSING OF THE PRAIRIE TRAIL AT THE INTERSECTION OF CARRINGTON LANE AND HANLEY AVENUE;
- C) DECLARATION OF INTENT TO EXCHANGE PROPERTY WITH THE COEUR D'ALENE NORTH OWNER'S ASSOCIATION;

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 "A through D" 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 19th day of May, 2015.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Public Works Committee

STAFF REPORT

DATE: May 11, 2015
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Approval of State/Local Agreement for Design of Seltice Wy

DECISION POINT

Staff is requesting Council approval of an agreement with ITD for design of Seltice Way, from Huetter Ave to Northwest Blvd.

HISTORY

In 2013, we applied for a federal grant of \$305,000 for the design only. The grant was approved for this fiscal year. We have been working with ITD since last November on this agreement and received the State/Local agreement for execution last week. We were notified by e-mail on May 6th that the agreement must be fully executed by both parties prior to the end of the month in order to retain the funding.

FINANCIAL ANALYSIS

There is a 7.34% match required, so the total match for design is estimated at \$22,387(included in the \$305,000). Staff anticipates that the cost for design will exceed the grant amount and therefore we have obtained a commitment from LCDC for up to an additional \$250,000 this fiscal year. The total project cost including construction is estimated to be \$3,705,000 however this will probably increase once final design is complete. We have budgeted the match for design this fiscal year. Although funds for construction are not programmed yet, it is anticipated that they will be available in FY 2020 or FY 2021.

PERFORMANCE ANALYSIS

The project includes the reconstruction of Seltice Way, from Huetter to the Prairie trail overpass, installation of a signal at Atlas Rd and possibly Huetter Ave, installation of sidewalks, bike lanes, drainage facilities, and street lighting. In addition, sidewalk would be extended on the south side to Northwest Blvd.

RECOMMENDATION

Staff recommends approval of the attached State / Local agreement with ITD. Because of the tight time frame we are requesting that the agreement be executed upon approval by the Public Works Committee and ratified by Council.

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A013(865)
SELTICE WAY; HUETTER TO NORTHWEST BOULEVARD
CITY OF COEUR D'ALENE
KEY NO. 13865

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF COEUR D'ALENE, acting by and through its Mayor, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A013(865), described as the Seltice Way, Huetter to Northwest Boulevard. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

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

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

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

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the Federal-aid portion of the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development - \$305,000
 - (PE-\$5,000, PL-\$103,000, PC-\$197,000)
 - b. Right-of-Way - \$0
 - c. Utilities - \$0
 - d. Construction Engineering - \$760,000
 - (CE-\$13,000, CL-\$103,000, CC & Cont.-\$644,000)
 - e. Construction - \$2,640,000. \$1,300,000 of this amount is non-participating and will be provided by the Sponsor.
 - f. Total Estimated Project Costs - \$3,705,000
3. The Sponsor's match for this project will be provided as follows:
 - a. Cash in the amount of 7.34 percent of the Federal-aid portion of the project (current estimate \$176,527). This is in addition to the \$1,300,000 non-participating costs to be paid by the Sponsor.
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.
5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

6. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.

- e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.
 - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 4. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.
 5. Provide a quarterly statement to the Sponsor showing the status of the project development funds expended by LHTAC.

6. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion and the Sponsor has been reimbursed with federal funds for preliminary engineering.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **FIVE THOUSAND DOLLARS (\$5,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. Checks shall be made payable to the "Idaho Transportation Department", and mailed to Local Highway Technical Assistance Council, 3330 Grace Street, Boise, ID 83703, attention Scott Ellsworth.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for formal public hearing if required.
6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
7. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.

8. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
9. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
10. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
11. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
12. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
13. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
14. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the

State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.

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

- subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the public. Sponsor should contact the State prior to disposing of property acquired under this agreement.
20. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
 21. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the City of Coeur D'Alene Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Coeur D'Alene.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS 5/1/15 jpm

hm:13865 SLAPD.docx

Appendix A

Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

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

Assurances of Non-Discrimination

49 CFR Part 21.7

The Sponsor hereby gives assurances:

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

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

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

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

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

Implementation Procedures

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

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

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

The Sponsor shall:

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

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

Discrimination Complaint Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions

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

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

Distribution: EEO Office

Appendix A revised: 03-09, 08-10

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

Attachment 2

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

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1064 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

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

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

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

PUBLIC WORKS COMMITTEE
STAFF REPORT

DATE: May 11, 2015

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Prairie Trail Crossing Bella Terra (formerly Hawks Nest) Subdivision

DECISION POINT:

Recommend that the full Council approve the development of a signalized at-grade crossing of the Prairie Trail at the intersection of Carrington Lane and Hanley Avenue in the Bella Terra subdivision.

HISTORY:

On November 4, 2014, the City Council approved a contract with Welch-Comer to study the viability of grade separated crossings (either a tunnel or a bridge) at the intersection of the Prairie Trail and the future extensions of Hanley Ave. and Carrington Lane as well as providing cost estimates for each alternative. Cost estimates were necessary to enable staff to determine the feasibility of obtaining grant funding for the potential development of grade separated crossings. Welch-Comer has now provided its final report and recommends the development of a signalized at-grade bike crossing rather than a grade separated crossing because of site topography and cost.

FINANCIAL ANALYSIS:

The annexation agreement for Hawks Nest called for the development of a grade separated crossing and obligated the developer to provide the earthwork for the crossing but not any retaining walls or other work necessary to develop a grade separated crossing. Costs for grade-separated crossings could run between \$585,000 and \$1,400,000 or more depending on the type of crossing and its alignment. Excavation could run in the \$130,000 range. Development costs for a signalized at-grade bike crossing would be nominal since much of the cost would be the responsibility of the developer in developing the required intersection. Staff has investigated potential grants to help pay for grade-separated crossings and it appears that the city could compete for up to \$500,000 in TAP funding in the 2018 grant cycle with all remaining costs being paid for by the city.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

Staff contacted the League of American Bicyclists to determine if any of alternatives provided a bigger impact for the city in its goal of becoming a silver level bike friendly community. The League indicated that a signalized at-grade bike crossing would have the largest impact in our ranking because of its ease of use and sense of safety as compared to grade-separated crossings. This is consistent with the report from Welch-Comer. Based on this information and the potential cost, staff recommends developing a signalized at-grade bike crossing. However, the Pedestrian/Bicycle Committee and the Centennial Trail Foundation have indicated that the preference of each group is a bridge, tunnel, at-grade crossing, in that order.

DECISION POINT/RECOMMENDATION:

Recommend that the full Council approve the development of a signalized at-grade bike crossing of the Prairie Trail at the intersection of Carrington Lane and Hanley Avenue in the Bella Terra subdivision.

Memorandum

TO: HILARY ANDERSON, GORDON DOBLER, P.E., MONTE MCCULLY, WARREN WILSON; CITY OF COEUR D'ALENE

FROM: CHRIS BOSLEY, P.E.; WELCH COMER ENGINEERS

PRJ. #: 41197

SUBJECT: REVISED PRAIRIE TRAIL CROSSING ANALYSIS

DATE: MARCH 12, 2015

Project Purpose

The City of Coeur d'Alene has contracted Welch Comer Engineers to provide engineering analyses for various alternatives for the future crossing of the Prairie Trail and Hanley Avenue. The Prairie Trail is a popular shared-use trail that follows a former railroad alignment from the Centennial Trail at the Riverstone development northwest through Coeur d'Alene to Huetter Road. The trail is popular with wheelchair users and hand cyclists due to the flat grades and crowned centerline that allows them to straddle the center and avoid the path cross-slope. The trail is grade-separated beneath Seltice Way, Interstate 90, and Appleway Ave. At-grade crossings are present at several street crossings. Lower volume streets such as Golf Course Road and Player Drive are crossed with high-visibility crosswalks and stop signs on the trail. Higher volume streets such as Atlas Road and Kathleen Avenue are crossed with high-visibility crosswalks and traffic signals. Hanley Avenue is planned to be extended beyond its current terminus east of the trail west to Huetter Road, necessitating a trail crossing. As directed, Welch Comer Engineers studied the feasibility of tunnel options, bridge options, and an at-grade crossing options. Planning-level cost estimates have been provided for the most feasible bridge and tunnel options and do not include design and construction engineering costs.

Analysis

Assumptions and Constraints

The following assumptions and constraints were used in the layout and analysis of the various alignments:

- Keep improvements within the existing Prairie Trail right-of-way.
- To the maximum extent feasible, protect the full right-of-way width of Hanley Ave so as to not prohibit future widening or other unforeseen changes to the roadway.
- Provide 12 feet of vertical clearance through a tunnel to allow equestrians to pass.
- Provide 16 feet of vertical clearance over Hanley Ave.
- Provide tunnel and bridge widths comparable to the existing Prairie Trail width.
- Maintain ADA accessibility through the crossing.
- Pressure sewer, gravity sewer, and water mains all exist in the proposed crossing area.

With a 100'-wide right-of-way on the Prairie Trail and using 3:1 cut/fill slopes, the trail elevation could reach approximately 12.5' above or below existing ground elevation before a retaining wall will be required. To reach the proposed intersection location, the trail would have to leave the existing trail right-of-way, which would require extensive retaining walls to avoid/minimize impacts to Hanley Ave and adjacent properties south of Hanley Ave. The area north of Hanley

Ave is less constrained and therefore, retaining walls are either not needed or are substantially reduced.

Bridge Alternative

Bridge alternatives were analyzed for several alignments that cross over only Hanley Avenue or both Carrington Lane and Hanley Avenue (see Figure 1). With the close proximity of residential housing, a bridge seems inappropriate. Users of the bridge would essentially be looking down into the backyards of neighboring homes. Push-back from the neighborhood is likely.

Additionally, due to the relatively flat terrain, a long ramp would be required to gain the needed elevation to cross Hanley Avenue. Compact ramp designs are possible but cost prohibitive and may be restrictive to long wheel-base bicycles such as hand cycles, tandems, or bicycle pulling trailers. Studies have shown that pedestrians and bicyclists will cross streets at-grade if the grade-separated crossing is perceived as being non-direct or requiring additional effort. In the right location, a bridge crossing could provide a high level of service for trail users. However, in this location this alternative does not appear to be the best solution.

The planning-level cost estimate for a 60-foot long bridge to cross only Hanley Ave is approximately \$740,000. This assumes that crossing Carrington Lane would be accomplished at the street grade. Additional cost would be associated with an additional bridge crossing. The planning-level cost estimate for a 180-foot long bridge to cross the intersection diagonally is approximately \$1,420,000. These costs could be reduced by approximately \$200,000 if all earthwork is performed by the developer, as has been discussed. However, not all earthwork can be completed prior to construction of the retaining walls, due to right-of-way constraints.

Tunnel Alternatives

Tunnel alternatives were analyzed for several alignments that cross beneath only Hanley Avenue or both Carrington Lane and Hanley Avenue (see Figure 1). The planning-level cost estimate for a 60-foot long tunnel to cross only Hanley Ave is approximately \$585,000. This assumes that crossing Carrington Lane would be accomplished at the street grade. Additional cost would be associated with an additional tunnel crossing. The planning-level cost estimate for a 180-foot long bridge to cross the intersection diagonally is approximately \$1,035,000. This cost could be reduced by approximately \$130,000 if all earthwork is performed by the developer, as has been discussed. However, not all earthwork can be completed prior to construction of the retaining walls, due to right-of-way constraints.

Raising the grade of Hanley Ave could help reduce the costs associated with the tunnel option, but would be offset by the need for water and pressure sewer main relocations and the increased cost to construct Hanley Ave and the intersecting Carrington Lane, which are much wider than the trail. Additionally, elevating Hanley Ave and Carrington Lane may also be subject to neighborhood push-back with the increased visibility and traffic noise.

Tunnels can be used effectively to safely cross roadways, providing a high level of service for trail users. However, the tunnel alternative is not recommended for this location for the following reasons:

- The relatively flat terrain has a similar impact on the tunnel options as in the bridge options, necessitating long ramps to maintain conformance to ADA standards.
- The curvature in the alignments needed to follow right-of-way constraints would not provide direct line-of-sight for users and may be a perceived security issue, likely intimidating many trail users and causing them to avoid it.
- A long, diagonal tunnel that passes beneath Carrington Lane and Hanley Ave does not provide direct access to the either street, forcing pedestrians to “back track” to access pedestrian and/or bicycle facilities on either street.
- The depressed approaches to the tunnel would require additional maintenance to remove drifting snow and other debris that would blow into the depressions.

At-Grade Crossing Alternatives

Signalized, at-grade crossings of Hanley Ave and Carrington Lane were analyzed for crossing the intersection in one stage and in two stages.

A two-stage crossing would cross Hanley Ave and Carrington Lane as conventional signalized pedestrian crossings. If programmed to permit it, crossing both streets could be accomplished in one full signal phase (crossing Hanley Ave on the Carrington Lane green time and crossing Carrington Ave on the Hanley Ave green time). With a crossing distance from the push button to the opposite curb of approximately 66 feet (scaled from drawings provided by Tri-State Consultants), the required crossing time would be approximately 22 seconds, using the required 3 ft/s walking speed from the current Manual on Uniform Traffic Control Devices (MUTCD). The entire crossing time would be a minimum of 40 seconds, depending on signal timing and the presence of motor vehicle traffic.

A one-stage crossing would cross diagonally through the intersection on an exclusive crossing phase of the traffic signal. Two variations of accommodating the one-stage crossing movement were discussed with City staff, including allowing all trail users to cross diagonally and allowing only bicyclists to cross diagonally while pedestrians (which require a longer crossing time) cross in two stages. In the second scenario, the bicycle signal would be triggered by a sensor capable of detecting bicycle traffic. Pedestrians would use the pedestrian signal buttons, crossing two streets in two signal phases. Pavement markings should be used that illustrate the desired crossing direction for bicyclists. The use of a bicycle signal head requires FHWA approval for experimentation, but is a relatively simple process.

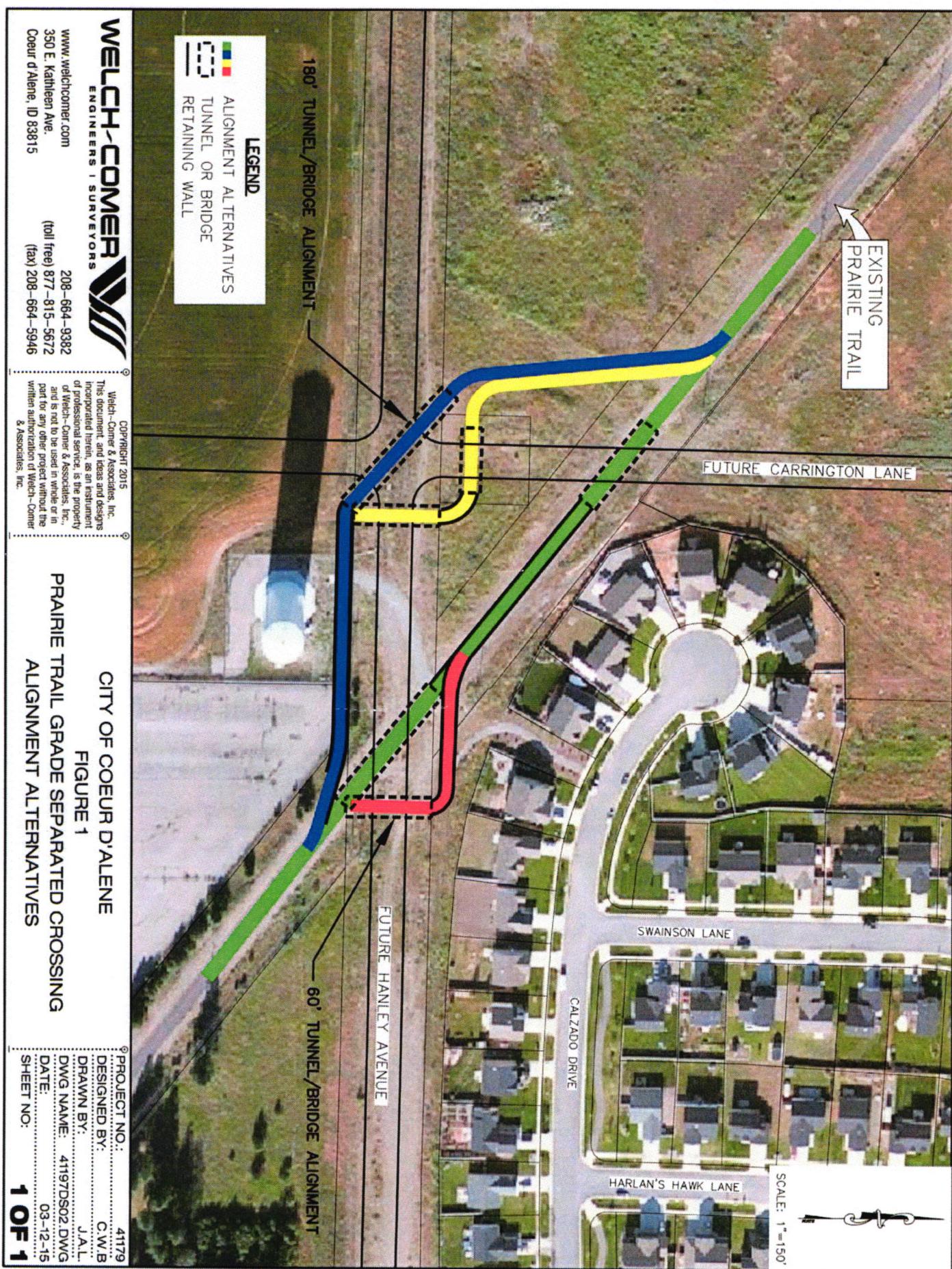
With a crossing distance of approximately 102 feet (scaled from drawings provided by Tri-State Consultants), the required diagonal crossing time for pedestrians would be approximately 34 seconds, using the required 3 ft/s walking speed from the current Manual on Uniform Traffic Control Devices (MUTCD). The required diagonal crossing time for a bicycle would be approximately 13 seconds, per the 2012 AASHTO Bike Guide.

The existing signalized crossings of the Prairie Trail and Kathleen Ave and Atlas Road were compared to the proposed crossing. The Kathleen Ave crossing (~40 feet in width) provides approximately 10 seconds of "WALK" and countdown time combined, plus 3 seconds of all red. The Atlas Road crossing (~36' in width) provides approximately 14 seconds of "WALK" and countdown time combined, plus 3 seconds of all red.

Potential motor vehicle traffic delay on Hanley Ave is likely of more importance than that on Carrington Lane. This delay will only be realized periodically when trail users cross the intersection and traffic on Hanley Ave is present near the crossing. Traffic counts for the Prairie Trail were not available to quantify the frequency of this event. However, peak traffic hours for Hanley Ave and the Prairie Trail are not likely concurrent. Peak traffic volumes on Hanley Ave are anticipated to be during weekday morning and evening commute hours, while Prairie Trail peak hours are anticipated to be after conventional work hours and on weekends.

An exclusive signal phase at Hanley Ave and Carrington Lane to accommodate a diagonal crossing of the Prairie Trail is the recommended alternative. This alternative provides the best balance of trail user convenience, motor vehicle delay, and capital investment. Because bicycle signals are a relatively new traffic control device, it is recommended that an engineer familiar with their installation and timing be involved in the project to ensure a successful implementation.





PRAIRIE TRAIL 60' TUNNEL CONCEPTUAL COST ESTIMATE					
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	
MOBILIZATION (8%)	LS	1.00	\$ 38,000.00	\$ 38,000.00	
SEDIMENT AND EROSION CONTROL	LS	1.00	\$ 5,000.00	\$ 5,000.00	
REMOVAL OF ASPHALT	SY	1,500.00	\$ 4.00	\$ 6,000.00	
EXCAVATION	CY	11,090.00	\$ 12.00	\$ 133,080.00	
ASPHALT PATH	SF	12,480.00	\$ 4.50	\$ 56,160.00	
RETAINING WALL	SF	3,500.00	\$ 40.00	\$ 140,000.00	
FENCE/RAILING	LF	1,000.00	\$ 10.00	\$ 10,000.00	
GUARDRAIL (ON HANLEY AVE)	LF	240.00	\$ 40.00	\$ 9,600.00	
60' TUNNEL STRUCTURE, DELIVERED	LF	60.00	\$ 554.00	\$ 33,240.00	
INSTALL TUNNEL	LS	1.00	\$ 20,000.00	\$ 20,000.00	
REINFORCED CONCRETE FOOTINGS	CY	70.00	\$ 250.00	\$ 17,500.00	
STORMWATER SYSTEM	LS	1.00	\$ 15,000.00	\$ 15,000.00	
LIGHTING	LS	1.00	\$ 9,500.00	\$ 9,500.00	
TRAFFIC CONTROL	LS	1.00	\$ 5,000.00	\$ 5,000.00	
UTILITY RELOCATION	LS	1.00	\$ 10,000.00	\$ 10,000.00	
CONTINGENCY AMOUNT (15%)	CA	1.00	\$ 77,000.00	\$ 77,000.00	
				TOTAL	\$ 585,080.00

PRAIRIE TRAIL 60' BRIDGE CONCEPTUAL COST ESTIMATE				
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
MOBILIZATION (8%)	LS	1.00	\$ 48,000.00	\$ 48,000.00
SEDIMENT AND EROSION CONTROL	LS	1.00	\$ 10,000.00	\$ 5,000.00
REMOVAL OF ASPHALT	SY	1,500.00	\$ 4.00	\$ 6,000.00
FILL	CY	11,090.00	\$ 20.00	\$ 221,800.00
ASPHALT PATH	SF	9,600.00	\$ 4.50	\$ 43,200.00
RETAINING WALL	SF	3,500.00	\$ 40.00	\$ 140,000.00
FENCE/RAILING	LF	1,000.00	\$ 10.00	\$ 10,000.00
60' BRIDGE STRUCTURE, DELIVERED	LS	1.00	\$ 69,300.00	\$ 69,300.00
INSTALL BRIDGE	LS	1.00	\$ 20,000.00	\$ 20,000.00
CONCRETE BRIDGE DECK	CY	21.00	\$ 150.00	\$ 3,150.00
BRIDGE ABUTMENTS	EA	2.00	\$ 35,000.00	\$ 70,000.00
TRAFFIC CONTROL	LS	1.00	\$ 5,000.00	\$ 5,000.00
CONTINGENCY AMOUNT (15%)	CA	1.00	\$ 97,000.00	\$ 97,000.00
				TOTAL 738,450.00

PRAIRIE TRAIL 180' TUNNEL CONCEPTUAL COST ESTIMATE				
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
MOBILIZATION (8%)	LS	1.00	\$ 67,000.00	\$ 67,000.00
SEDIMENT AND EROSION CONTROL	LS	1.00	\$ 5,000.00	\$ 5,000.00
REMOVAL OF ASPHALT	SY	1,500.00	\$ 4.00	\$ 6,000.00
EXCAVATION	CY	11,090.00	\$ 12.00	\$ 133,080.00
ASPHALT PATH	SF	12,480.00	\$ 4.50	\$ 56,160.00
RETAINING WALL	SF	9,800.00	\$ 40.00	\$ 392,000.00
FENCE/ RAILING	LF	1,000.00	\$ 10.00	\$ 10,000.00
GUARDRAIL (ON HANLEY AVE)	LF	240.00	\$ 40.00	\$ 9,600.00
180' TUNNEL STRUCTURE, DELIVERED	LF	180.00	\$ 554.00	\$ 99,720.00
INSTALL TUNNEL	LS	1.00	\$ 30,000.00	\$ 30,000.00
REINFORCED CONCRETE FOOTINGS	LF	190.00	\$ 250.00	\$ 47,500.00
STORMWATER SYSTEM	LS	1.00	\$ 15,000.00	\$ 15,000.00
LIGHTING	LS	1.00	\$ 12,500.00	\$ 12,500.00
TRAFFIC CONTROL	LS	1.00	\$ 5,000.00	\$ 5,000.00
UTILITY RELOCATION	LS	1.00	\$ 10,000.00	\$ 10,000.00
CONTINGENCY AMOUNT (15%)	CA	1.00	\$ 135,000.00	\$ 135,000.00
				TOTAL 1,033,560.00

PRAIRIE TRAIL 180' BRIDGE CONCEPTUAL COST ESTIMATE					
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	
MOBILIZATION (8%)	LS	1.00	\$ 92,000.00	\$ 92,000.00	
SEDIMENT AND EROSION CONTROL	LS	1.00	\$ 10,000.00	\$ 5,000.00	
REMOVAL OF ASPHALT	SY	1,500.00	\$ 4.00	\$ 6,000.00	
FILL	CY	10,200.00	\$ 20.00	\$ 204,000.00	
ASPHALT PATH	SF	9,600.00	\$ 4.50	\$ 43,200.00	
RETAINING WALL	SF	9,800.00	\$ 40.00	\$ 392,000.00	
FENCE/ RAILING	LF	1,000.00	\$ 10.00	\$ 10,000.00	
180' BRIDGE STRUCTURE, DELIVERED	LS	1.00	\$ 362,800.00	\$ 362,800.00	
INSTALL BRIDGE	LS	1.00	\$ 30,000.00	\$ 30,000.00	
CONCRETE BRIDGE DECK	CY	21.00	\$ 150.00	\$ 3,150.00	
BRIDGE ABUTMENTS	EA	2.00	\$ 40,000.00	\$ 80,000.00	
TRAFFIC CONTROL	LS	1.00	\$ 5,000.00	\$ 5,000.00	
CONTINGENCY AMOUNT (15%)	CA	1.00	\$ 185,000.00	\$ 185,000.00	
					TOTAL 1,418,150.00

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 11, 2015

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Property Swap with the Coeur d'Alene North Owner's Association

DECISION POINT:

Declare the City's intent to exchange property with the Coeur d'Alene North Owners Association and set a public hearing for a proposed swap of real property with the Coeur d'Alene North Owner's Association.

HISTORY:

The City owns the small triangle of real estate (Lot 1, Block 2 Isles of Troy Subdivision) that serves as the entrance into the Coeur d'Alene North parking garage. The property is heavily encumbered with an access easement for the Coeur d'Alene North building, a 20' no-build easement along the eastern property line in favor of the abutting property to the east as well as a remnant of the flood protection wall. The City has leased this property to the Coeur d'Alene North Owner's Association for a term of 25 years. The lease includes a provision that the parties would pursue a trade of this real estate if another parcel of land of equivalent value could be located. The City recently determined that portions of Northwest Boulevard along the Coeur d'Alene North frontage is not wholly within City owned right of way. As such, staff has worked with the Coeur d'Alene North Owner's Association to prepare the proposed property swap. Under the terms of the proposed exchange, the City would obtain a sliver of property along Northwest Boulevard to place all of Northwest Boulevard in City owned right of way and a 9 foot wide easement to allow for the placement of traffic control devices and signage, utilities and sidewalks. Additionally, the City would retain an easement to maintain the flood protection wall for as long as is necessary. The Coeur d'Alene North Owner's Association would receive Lot 1, Block 2, Isles of Troy Subdivision and \$250, which represents the lease payments on the property.

FINANCIAL ANALYSIS:

The value of the currently owned lot is negligible to the City because it is relatively small and heavily encumbered, which renders it largely useless to others. Likewise, the value of the sliver of land that the City is seeking to acquire is relatively small in monetary terms. However, obtaining legal ownership of the Northwest Boulevard right of way is significant. The proposal from the Coeur d'Alene North includes the City repaying the \$250 lease payment.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

As noted above, the City has been looking for a property to trade with the Coeur d'Alene North for some time. The proposed trade is significant for the City because it gives the City complete ownership of Northwest Boulevard in this area. The City will retain the right to maintain the seawall for as long as it remains necessary. The proposed land exchange requires a public hearing.

DECISION POINT/RECOMMENDATION:

Declare the City's intent to exchange real property with the Coeur d'Alene North Owner's Association as outlined in the attached agreement and setting a public hearing for the proposed property exchange on June 16 2015.

EASEMENT AGREEMENT

This Easement Agreement is entered into this _____ day of _____, 2015, between Coeur d'Alene North Homeowners Association, Inc., an Idaho corporation, 301 1st Street, Coeur d'Alene, ID 83814, acting on behalf of the condominium owners pursuant to the authority granted to the board of directors through the Restated Declaration of Covenants, Conditions and Restriction recorded as instrument #1820890 August 12, 2003, (hereinafter Grantor) and the city of Coeur d'Alene, a municipal corporation, 710 E. Mullan St., Coeur d'Alene, ID 83814 (hereinafter Grantee).

WHEREAS, a public sidewalk, public utilities, traffic control signage and traffic light controls are currently located within the Coeur d'Alene North Condominium's common space; and

WHEREAS, Grantee desires to obtain a perpetual, non-exclusive easement for the installation, maintenance and replacement of those existing facilities. NOW THEREFORE, Grantors do hereby grant to Grantee a permanent and perpetual non-exclusive easement for the installation, replacement, improvement, operation and maintenance of a public sidewalk, underground public utilities, traffic control signage and traffic control light controls and apparatus public, over, upon and across a portion of the common spaces of the following described real property, limited to the location shown with cross-hatches on Exhibit "A", which extends nine feet from the curb line towards the building, attached hereto and incorporated herein by reference.

Lot 1, Block 1 Park View Tower Condominium Plat located in Township 50 N, Range 4 W, Boise Meridian, and recorded in Book Fat Page 143.

As full and complete consideration for the easement Grantee agrees to indemnify, to the extent allowed by law, and hold the Grantor and its members harmless for damages to the sidewalk, and/or injuries to persons and property, caused by the Grantee's use of the easement and installation, operation, maintenance or replacement of the facilities authorized by this Easement Agreement.

Grantee shall have and hold said easement for the limited purposes set above. The Grantor herein expressly limits the grant of this easement to its respective interest and authority, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

This Easement Agreement shall run with the land and shall be binding on the heirs and assigns of the parties.

GRANTOR
Coeur d'Alene North Homeowners
Association, Inc.

By _____
Its President

GRANTEE
City of Coeur d'Alene

Steven Widmyer, Mayor
ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
County of Kootenai) :ss

On this _____ day of _____, 2015, before me, a Notary for the state of Idaho, personally appeared Archie McGregor known, or identified to me to be the president, of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
County of Kootenai)

On this _____ day of _____, 2015, before me, a Notary for the state of Idaho,
personally appeared Steven Widmyer and Renata McLeod, or identified to me to be the Mayor
and City Clerk, of the city of Coeur d'Alene, Kootenai County, Idaho, executing the herein
instrument, and acknowledged to me that such city of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

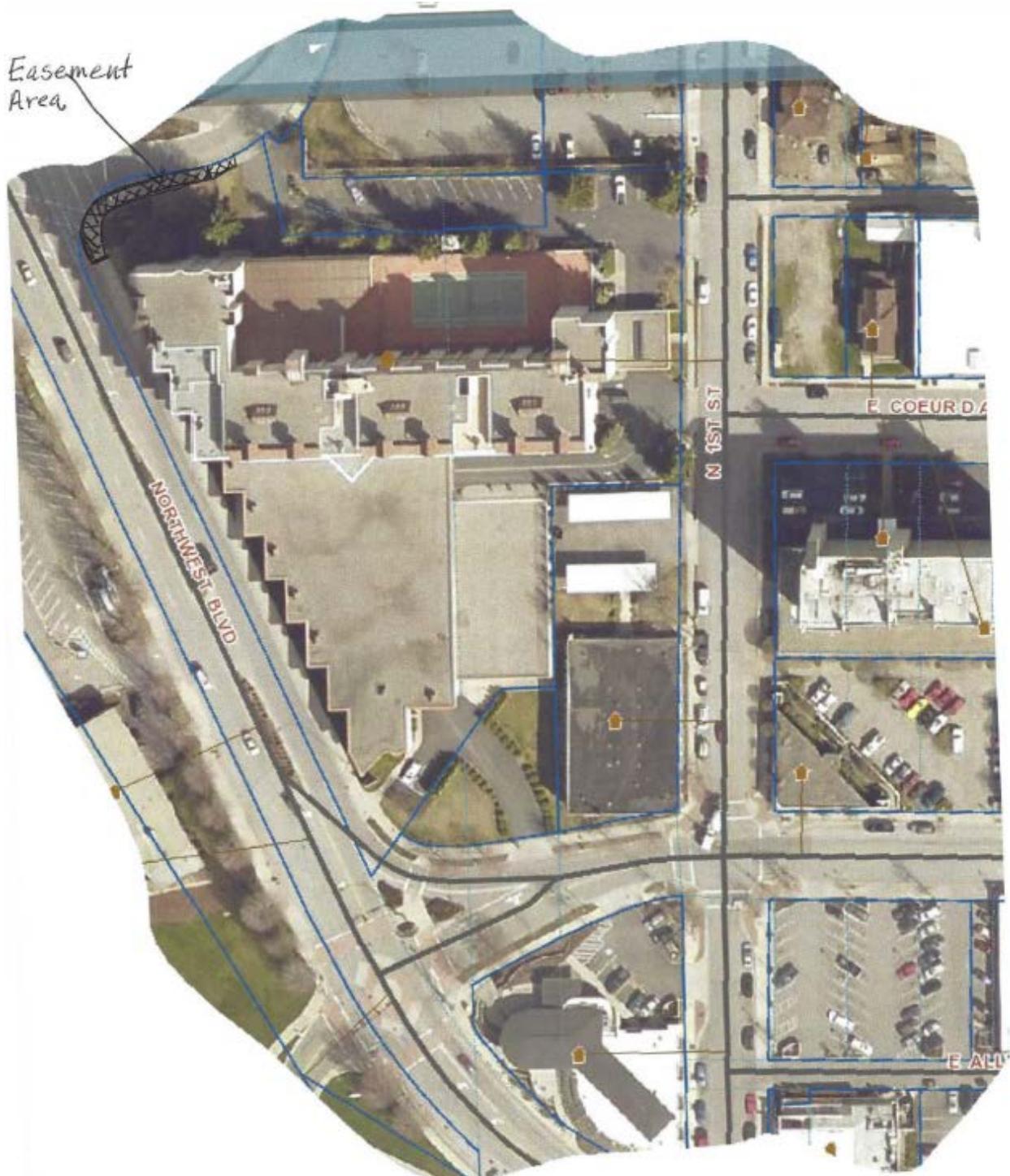


Exhibit A

COEUR D'ALENE NORTH LAND EXCHANGE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and 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, whose address is 710 E. Mullan St., Coeur d'Alene, Idaho 83814 hereinafter "City," and Coeur d'Alene North Homeowners Association Inc., a Idaho non-profit corporation, 301 N. 1ST Street, Coeur d'Alene, ID 83814, "Coeur d'Alene North."

WHEREAS, Coeur d'Alene North is the owner of real property, hereinafter referred to as Parcel A, more particularly described as:

That portion of Lot 1, Block 1 of Park View Tower recorded in Book F of Plats, Pages 143 through 143H, located in Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows;

COMMENCING at the northernmost corner of said Lot 1, marked by a bare 5/8 inch rebar, said point also being on the southerly right of way of Government Way; Thence South 63° 47' 59" West a distance of 39.19 feet to a point on said southerly right of way, said point being the TRUE POINT OF BEGINNING.

Thence South 74° 24' 29" West a distance of 66.03 feet to the beginning of a curve to the left, having a radius of 30.00 feet;

Thence southwesterly along said curve, an arc length 51.03 feet, through a central angle of 97° 28' 10", a chord bearing of South 25° 40' 24" West and a chord distance of 45.10 feet;

Thence South 23° 03' 41" East a distance of 416.08 feet to the beginning of a curve to the left, having a radius of 100.00 feet;

Thence southeasterly along said curve, an arc length 41.49 feet, through a central angle of 23° 46' 27", a chord bearing of South 34° 56' 55" East and a chord distance of 41.20 feet to a point on the southeasterly line of said Lot 1;

Thence along said southeasterly line, South 37° 23' 37" West a distance of 21.25 feet to a point on the easterly right of way of Northwest Blvd, said point being the southernmost corner of said Lot 1;

Thence along the westerly and northwesterly lines of said Lot 1 the following 4 courses:

- 1) **along said easterly right of way of Northwest Blvd, North 23° 03' 41" West a distance of 455.48 feet to the beginning of a curve to the right, having a radius of 48.41 feet;**

- 2) northeasterly along said curve, an arc length 91.92 feet, through a central angle of 108° 47' 18", a chord bearing of North 31° 19' 58" East and a chord distance of 78.72 feet to the southerly right of way of said Government Way;
- 3) a long said southerly right of way, North 85° 43' 37" East a distance of 26.64 feet to the beginning of a curve to the left, having a radius of 104.89 feet;
- 4) along southerly right of way, northeasterly along said curve, an arc length 20.72 feet, through a central angle of 11° 19' 08", a chord bearing of North 80° 04' 03" East and a chord distance of 20.69 feet to the TRUE POINT OF BEGINNING.

CONTAINING 5,363 square feet or 0.123 acres more or less.

Parcel A is shown as the Land Exchange property on the attached Exhibit prepared by Welch-Comer Engineers.

WHEREAS, a portion of the paved Northwest Boulevard traffic lanes was constructed on Parcel A during the Northwest Boulevard and Lakeside Avenue reconstruction project in the 1980's; and

WHEREAS, this Agreement is being entered into in lieu of the City pursuing eminent domain to obtain the ownership of Parcel A; and

WHEREAS, the City is the owner of real property, hereinafter referred to as Parcel B, more particularly described as:

Lot 1 Block 2, Isles of Troy Subdivision, in the City of Coeur d'Alene, Kootenai County, Idaho, recorded at Book J Page 183 in the records of the Kootenai County Recorder.

WHEREAS, Parcel B is adjacent to property owned by the Coeur d'Alene North and is encumbered by a non-exclusive easement granted to the Coeur d'Alene North for driveway access to the Coeur d'Alene North first floor parking garage, by a pre-paid twenty-five year lease granted to the Coeur d'Alene North, and a 20ft "no-build" easement granted to the adjacent property; and

WHEREAS, Parcel B is underutilized by the City for public purposes; and

WHEREAS, the values of Parcel A and Parcel B are roughly equivalent; and

WHEREAS, the City deems it to be in the public interest and desires to exchange with the Coeur d'Alene North Parcel B for Parcel A in order for the entire paved portion of Northwest Boulevard traffic lanes be under the ownership and control of the City; and

WHEREAS, title 50, chapter 14 of the Idaho Code authorize the City to enter into an agreement to exchange real property.

NOW, THEREFORE,

Section 1: Declaration of Intent. The City hereby declares its intent to exchange the real property described as Parcel B, subject to all easements of record and the City retaining an easement for the continued use, maintenance and operation of the flood protection wall on the property for as long as it remains necessary, for the real property described as Parcel A, without any money consideration, except the refund of the lease payment, finding that the properties to be exchanged are of comparable value to the parties and that the exchange of said property is for the benefit of the City and will allow the City to own the land over which the Northwest Boulevard pavement improvements were constructed.

Section 2: Binding Covenants

The foregoing and following are binding covenants of the Exchange Agreement ("Agreement"), not merely recitals, and represent considerations, promises, conditions and warranties binding upon the parties hereto.

Section 3: Real Property

The real properties subject to this exchange are in Coeur d'Alene, Kootenai County, Idaho, and consist of Parcels A and B, and are more particularly described above.

Section 4: Consideration

The City agrees to convey fee simple title in the real property described above as Parcel B to Coeur d'Alene North and Coeur d'Alene North agrees to convey to the City fee simple title in the real property described above as Parcel A and that such mutual conveyances and the refund of the Lease payment from the Coeur d'Alene North to the City in the amount of \$250.00, shall be the sole considerations for this Agreement.

Section 5: Signage

The current City sign regulations require on-premises signs to be set back at least six feet from the property line. The parties acknowledge and agree that after the completion of this land exchange the new property line for the Coeur d'Alene North fronting Northwest Boulevard will be measured from the curb line, which is in excess of six feet from the existing sign on the Coeur d'Alene North property.

Section 6: Transaction Costs

The parties shall each pay their own costs of this transaction including but not limited to each party's attorney costs.

Section 7: Contingency

This Agreement is entered into contingent upon the approval of the Coeur d'Alene City Council after complying with the public hearing process set out in Idaho Code 50-1403 and the Coeur d'Alene North complying with the legal requirements of its Covenants, Conditions and Restrictions.

Section 8: Conveyance

Each party agrees to deliver to the other party a quitclaim deed conveying fee simple title to the parcel of property being exchanged within fifteen (15) calendar days of completion of all of the requirements of the provisions of Idaho Code Sections 50-1403 and the requirements of the Covenants, Conditions and Restrictions.

Section 9: Entire Agreement

This agreement shall be by this reference incorporated herein, all of which constitute the entire agreement between the parties thereto, and may not be modified except by an instrument in writing signed by the parties hereto.

Section 10: Law Applicable

This agreement is being executed in the state of Idaho and shall be construed and enforced in accordance with the laws of the State of Idaho.

Section 11: Costs and Fees

Should it become reasonably necessary for either party to commence any civil action to enforce or interpret any provision of this agreement or any right or obligation in connection therewith, then the prevailing party in such action shall be entitled, in addition to any other relief thereunder, to its costs of such proceeding, including a reasonable attorney fee. Should either party be reasonably required to send notice of default to the other as provided herein, the defaulting party shall pay the non-defaulting party its reasonable costs and fees incurred in the preparation of such notice; and such fees and costs shall be paid before such default is considered cured.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their hands effective the day and year first above written.

CITY OF COEUR D'ALENE

COEUR D'ALENE NORTH
HOMEOWNERS ASSOCIATION INC.

Steve Widmyer, Mayor

By

Isa President

ATTEST:

Renata, McLeod, City Clerk

DRAFT

STATE OF IDAHO)
County of Kootenai) :ss

On this ____ day of _____, 20_____, before me, a Notary for the state of Idaho, personally appeared Steve Widmyer and Renata McLeod known, or identified to me to be the Mayor and City Clerk, of the city of Coeur d'Alene, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such city of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

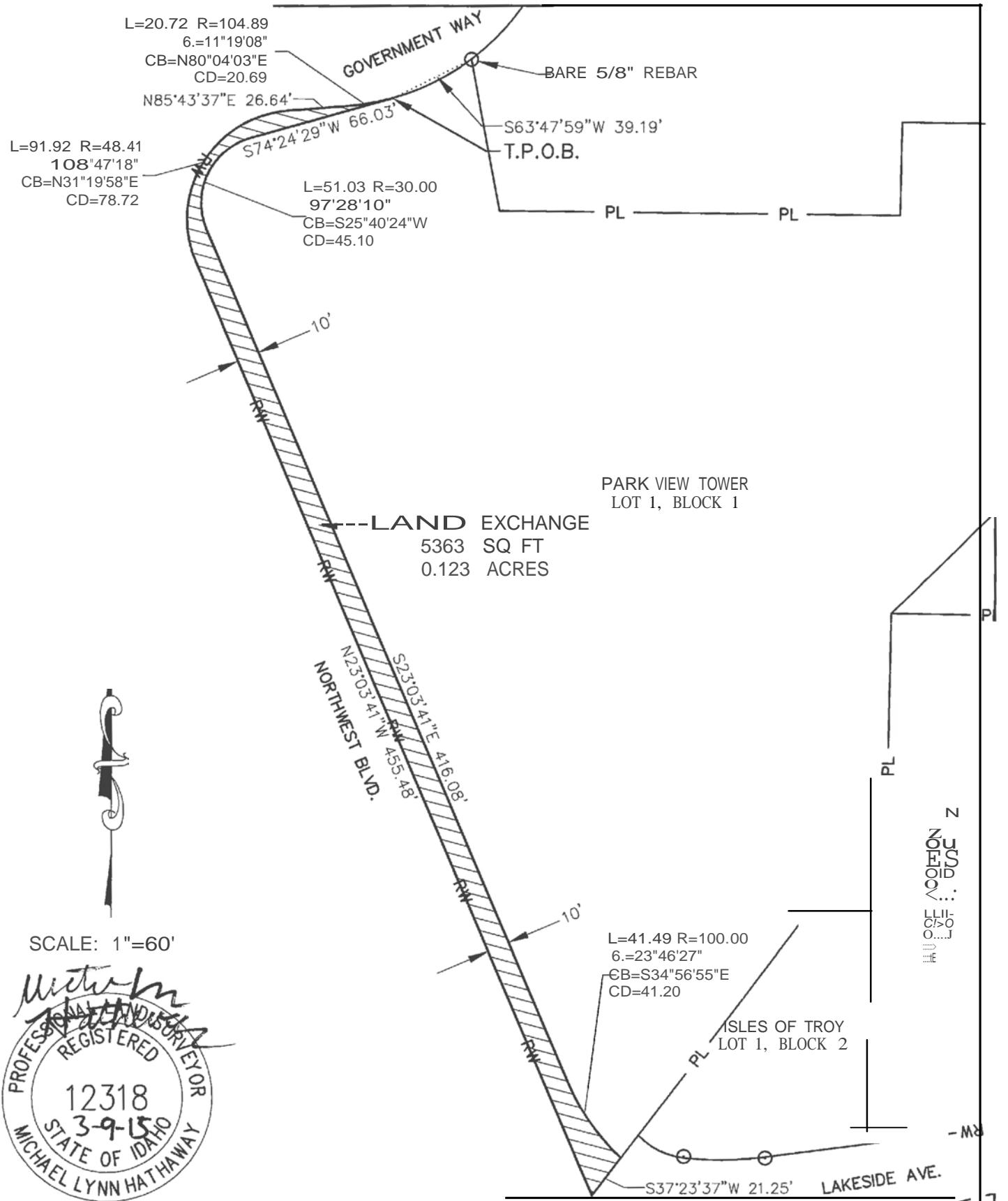
Notary Public for the state of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
County of Kootenai)
ss)

On this ____ day of _____, 20_____, before me, a Notary for the state of Idaho,
personally appeared _____ known , or identified to me to be the
_____, of the corporation that executed this instrument or the person who
executed the instrument on behalf of said corporation, and acknowledged to me that such
corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

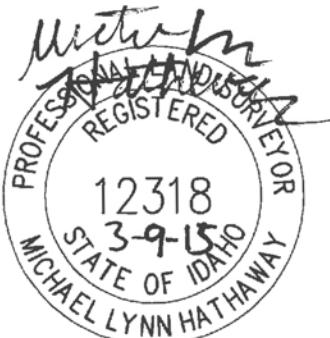
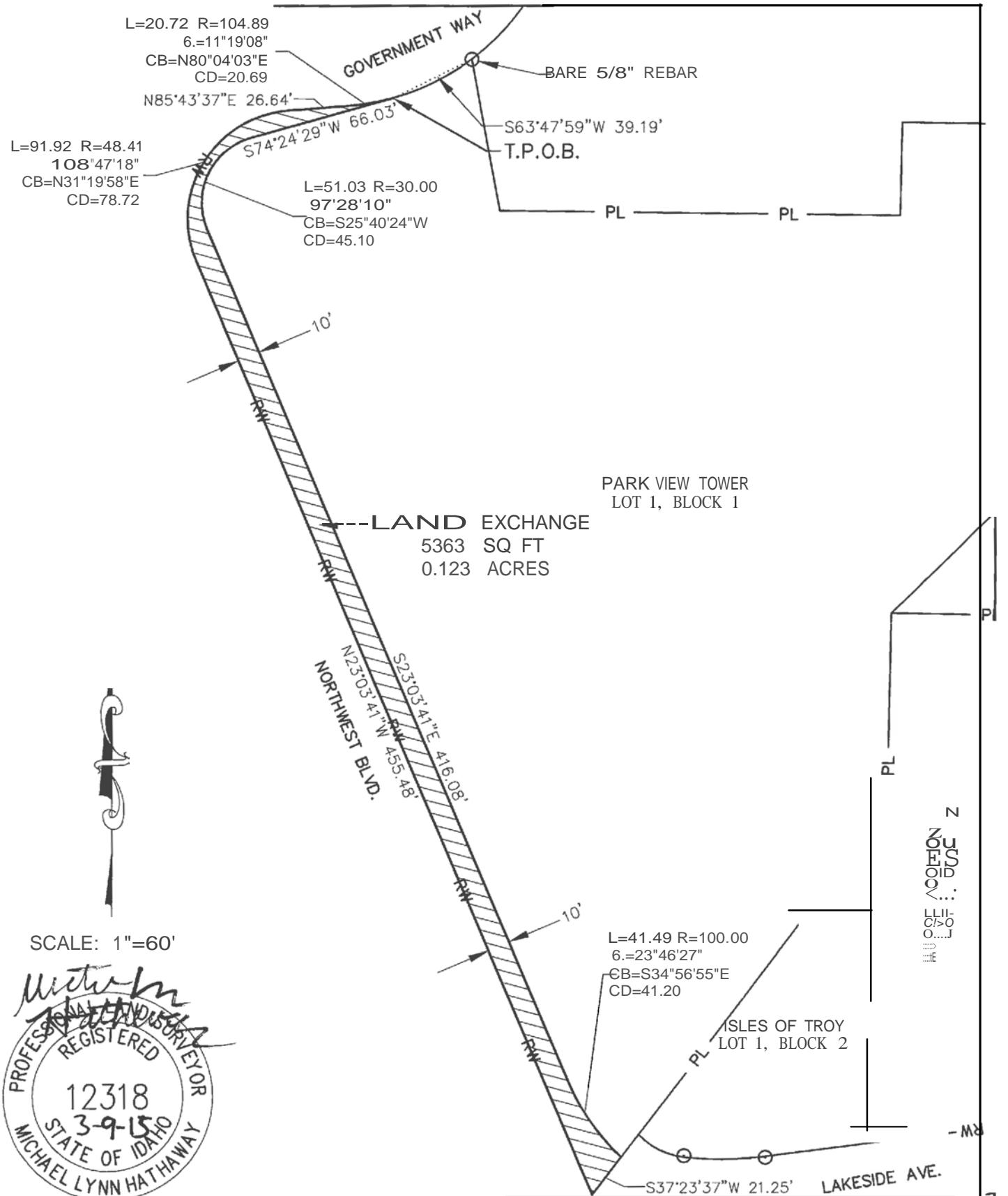
Notary Public for the state of Idaho
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CITY OF COEUR D'ALENE
LAND EXCHANGE
ALONG NORTHWEST BLVD.
SEC. 14, T. 50 N., R. 4 W.

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DRAWN BY: T.J.F.
DWG NAME: 41201E Xg1 DWG
DATE: 1.0F.1
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DATE: 10/1/01
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ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

April 27, 2015
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Steve Adams
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Wes Somerton, Chief Criminal Deputy City Attorney
Warren Wilson, Chief Civil Deputy City Attorney
Chief Lee White, Police
Sgt. Christie Wood, Police Community Relations
Keith Erickson, Communications Coordinator
Jim Hammond, City Administrator
Troy Tymesen, Finance Director

Item 1. Approving Council Bill No. 15-1009 – Off Street Parking Amendments.
(CB 15-1009)

Wes Somerton explained that the proposed amendments provide new definition, new rules for conduct within parking facilities and specific prohibited activities within parking facilities, and makes these changes consistent throughout the city code as applied to parking facilities and the definitions of public property. Mr. Somerton noted in his staff report that the structure of McEuen Park allowed the consolidation of numerous off-street parking facilities and created a parking garage. The parking garage has seen an increase of police calls for service at the facility, many for disruptive behavior and actions that create public safety concern and conflict with the intended uses of the parking facilities. Complaints from conflicting uses, including property damage, illegal drug usage and illegal speed contest have increased since the parking garage opened in March 2014.

Councilmember Evans said she is the committee liaison for the Parking Commission and knows they have put a great deal of time and effort into this amendment to make sure everything has been addressed.

Councilmember Adams asked about the no smoking regulations for any enclosed areas. Mr. Somerton said that is for the stairwells, elevators, and bathrooms.

Councilmember Edinger asked if there have been a lot of problems at the parking facility. Chief White said the majority of complaints are criminal in nature and more nuisance/quality of life type things. They do get frequent complaints about regarding loitering and speeding. Chief White said they are confident this ordinance addresses all the concerns and give them the ability to take action, if necessary.

MOTION: by Adams seconded by Evans to recommend that Council adopt Council Bill No. 15-1009 approving amendments to the Off Street Parking Regulations. Motion Carried.

Item 2. Repeal Municipal Code Chapter 1.1- entitled Legislative Process.
(CB 15-1007)

Warren Wilson said he is recommending the repeal of Municipal Code Chapter 1.10. He explained that Chapter 1.10 contains the City's regulations governing initiative and referendums. These regulations are largely superseded by the Idaho Code provisions for initiatives and referendums contained in I.C. Title 34 Chapter 18. On April 6, 2015, Governor Otter signed HB 216aa into law. HB216aa, when it takes effect on July 1, 2015, will void all city rules regarding initiatives and referendums. Because of the lead time required necessary to

qualify an initiative /referendum for the ballot, it is too late for anyone seeking an initiative this year to do so prior to July 2, 0215. As such, M.C. Chapter 1.1- can be repealed now with no impact.

**MOTION: by Evans seconded by Adams to recommend that Council adopt Council Bill No. 15-1007
repealing Chapter 1.10 entitled Legislative Process. Motion Carried.**

**Item 3. Approval of School Resource Officer Agreement with the Coeur d'Alene School District #271.
(Resolution No. 15-018)**

Chief White is requesting Council approve an agreement to continue the SRO program with SD #271 for fiscal year 2015-2016. Chief White said we have maintained the SRO partnership since 1999. Both entities have deemed the SRO program not only successful but vital to providing campus safety. The partnership's success can be tangibly measure in the reduction of campus related crimes and case clearance rates. The District has agreed to pay \$359,660 of the personnel costs associated with this program as well as all the overtime costs incurred by the SRO for school events.

Councilmember Evans asked how the 7 schools were identified. Sgt. Wood said those are schools that are within the city limits.

**MOTION: by Adams seconded by Evans to recommend that Council adopt Resolution No. 15-018
approving a School Resource Officer agreement with SD #271 for fiscal year 2015-2016. Motion
Carried.**

**Item 4. Approval of School Resource Officer Agreement with North Idaho College.
(Resolution No. 15-018)**

Chief White is requesting Council approve an agreement with North Idaho College to provide one police officer on campus for the 2015-2016 school year. Chief White said the Police Department has responded to calls for service on the campus with appreciation form the NIC administration. In response to national and local trends, with regard to providing campus safety, NIC has deemed a police presence as a positive enhancement to their campus. NIC has agreed to pay \$51,500 of the personnel costs associated with this program as well as all the overtime costs incurred by the SRO for school events. The SRO is responsible specifically monitoring and patrolling the college campus.

Councilmember Edinger asked if there have been any issues since the legislature passed weapons on campus. Chief White said he doesn't believe it has affected them too much this school year. Sgt. Wood said there have been just a handful of incident, usually just a misunderstanding where a person on campus will see another person with a concealed weapon. She said they don't spend a lot of time on verifying the enhanced weapons permit, they only really deal with it if there is a behavior associated with the incident. There are a lot more issues having to do with drugs, mental health issues, etc.

**MOTION: by Adams seconded by Evans to recommend that Council adopt Resolution No. 15-018
approving an agreement to provide one police officer to be assigned to the North Idaho College
campus for fiscal school year 2015-2016. Motion Carried.**

The meeting adjourned at 12:16 p.m.

Respectfully submitted,
[Juanita Knight](#)
Recording Secretary

GENERAL SERVICES COMMITTEE
STAFF REPORT

FROM: Parking Commission
Wes Somerton – Chief Criminal Deputy City Attorney

DATE: April 23, 2015

RE: AMENDED CITY CODE REGARDING PARKING FACILITIES

DECISION POINT:

Adopt the proposed ordinance amendments regarding city off-street parking facilities.

HISTORY:

The restructure of McEuen Park allowed the consolidation of numerous off-street parking facilities and created a parking garage. The parking garage has seen an increase of police calls for service at the facility, many for disruptive behavior and actions that create public safety concerns and conflict with the intended uses of the parking facilities. Complaints from conflicting uses, including property damage, illegal drug usage and illegal speed contest have increased since the parking garage opened in March 2014.

The proposed ordinance amendments provide new definitions, new rules for conduct within parking facilities and specific prohibited activities within parking facilities, and makes these changes consistent throughout the city code as applied to parking facilities and the definitions of public property.

FINANCIAL ANALYSIS:

Direct costs included are staff time to prepare, Parking Commission review and publication costs of the proposed ordinance changes. Without tools to control and curb behaviors within the parking facilities repair costs will increase.

PERFORMANCE ANALYSIS:

The Parking Commission reviewed and provided comments, edits and valuable insight on how to reasonably address the unique problems and opportunities all the city parking facilities present. Currently law enforcement and parking enforcement can only encourage persons who gather for purposes other than the intended use of the parking facility to move on; however the enforcement personnel have very limited means to require compliance.

The proposed amendments establish rules of conduct for parking facilities and prohibit uses that conflict with the intended uses. Some parking facilities see conflicts between busy vehicle parking and associated pedestrian use and uses by persons that have no connection to vehicle use of the facility. These changes will allow the city enforcement personnel to ensure the parking structure is used as intended as a safe and clean parking facility.

DECISION POINT:

Adopt the ordinance amendments which include consolidating facilities, renaming and redefining public property, establishing rules of conduct, prohibiting activities that conflict with the purpose of the off-street parking facilities.

ORDINANCE NO. _____
COUNCIL BILL NO. 15-1009

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 4.05.030, 4.15.010, 4.15.020, 4.15.030, 4.15.040, 4.15.060, 4.15.070, 4.15.080, 4.15.090, 4.15.100, 4.15.110, 4.15.115, 4.15.120, 4.15.130, 4.25.030, 4.25.070, 4.25.120, 8.36.100, 8.48.030, 10.04.010, 10.22.100, 10.24.020, 10.27.010, 10.27.020, AND REPEALING MUNICIPAL CODE SECTION 4.15.050; TO UPDATE DEFINITIONS, REVISE THE ALLOWED USES OF THE CITY PARKING LOT CAPITAL IMPROVEMENT FUND, AND UPDATE RULES OF CONDUCT FOR CITY PARKING FACILITIES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS improvements to McEuen Park allowed for the consolidation of public off-street parking areas adjacent to the McEuen Park;

WHEREAS the City of Coeur d'Alene constructed a public off-street parking facility adjacent to Front Avenue between Third Street and Sixth Street which includes a parking garage;

WHEREAS the McEuen parking facility provide cover from the elements of weather and creates locations where persons may hide or conceal themselves from public view which creates a public safety concern;

WHEREAS since opening in March 2014 unlawful activities conducted in the parking garage include underage drinking, theft, property damage, unruly and rowdy crowds and groups of people congregating within the city parking garage that disrupts the use and purpose of the parking facility;

WHEREAS based on the parking facilities being adjacent to large public parks the use of the parking surface for activities other than vehicle parking creates a public safety concern due to congestion of vehicles and people;

WHEREAS the city takes this opportunity to update public property definitions;

WHEREAS the city finds it is appropriate to identify activities that are not appropriate for public parking facilities;

NOW THEREFORE, 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,

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

SECTION 1. That Municipal Code Section 4.05.030 is amended to read as follows:

4.05.030: DEFINITIONS:

A. Public Property: Whenever in this title, or in this municipal code generally, areas of public property are described by the following terms, such terms refer to the areas of property described below:

BLUEGRASS PARK: An approximate 11 acre park located in the Coeur d'Alene Place subdivision at 5757 Dalton Avenue and generally bounded by Dalton Avenue on the south and west sides, private residences on the north side and Lafayette Lane on the east side (Lot 1, Block 14, Coeur d'Alene Place Subdivision).

BRYAN FIELD: An approximate 1.5 acre park located at 1135 North 10th Street and generally bounded by Maple Avenue to the south, private residences to the west, Harrison Avenue to the north and 10th Street on the east (Tax # 3962 and 3964). ~~The park is owned by School District 271 and maintained by the city.~~

CANFIELD MOUNTAIN TRAIL COMPLEX: An approximate 24 acre, natural open space area located at 2305 Mountain Vista Drive in the Copper Ridge subdivision and generally bounded by Mountain Vista Drive on the south and west sides (Lot 17, Block 1, Copper Ridge Subdivision).

CANFIELD SPORTS COMPLEX: An approximate 16 acre playfield located at 5525 Mountain Vista Drive and generally bounded by Dalton Ave. on the north, Mountain Vista Ave, on the east, private residences on the south and Canfield Middle School and private residences on the west (Lot 1, Block 17, Canfield Park Subdivision and Tax #15594).

CHERRY HILL PARK: An approximate 30 acre park and natural open space area located at 1525 Hazel Avenue and generally bounded by Best Hill Road to the east, Hazel Avenue to the south, 15th Street and Fire Station #3 to the west, and private property to the north (Tax # 18342 and a portion of Tax # 18970).

CITY BEACH: A public beach located in City Park and generally bounded on the east by the west line of Government Lot 49, on the west by Park Drive, on the north by the south line of the concrete seawall abutting the south edge of the city park, and the south by Coeur d'Alene Lake.

CITY HALL PARKING ~~LOT FACILITY~~: A parking ~~lot facility~~ adjacent to city hall, ~~paved, reserved and designated for the parking of vehicles east of the west line of Seventh Street, which is the east line of McEuen Field, south of Mullan Avenue, west of the west line of Eighth Street, and north of the north line of Young Avenue. bounded by Eighth Street on the east, the right-of-way of Young Avenue on the south, McEuen Park on the west, and City Library on the north. This parking facility contains areas reserved for city vehicles and city hall specific business uses and overflow boat trailer parking for the Third Street Boat Ramp.~~

CITY PARK: An approximate 17 acre park located at 415 West Mullan Road and generally bounded by Lake Coeur d'Alene to the south, Park Drive to the west, Mullan Road to the north

and the Human Rights Institute, the Museum of North Idaho, and Independence Point to the east (portions of lots 48 and 49 of the Fort Sherman Abandoned Military Reserve recorded in book "B" of Plats at page 153A, Records of Kootenai County, in sections 13 and 14, Township 50 North, Range 4 West, Boise Meridian).

COEUR D'ALENE SOCCER COMPLEX: An approximate 8.5 acre playfield located at 6701 N. Courcelles Parkway in the Coeur d'Alene Place subdivision and generally bounded by Skyway Elementary School on the south, Courcelles Parkway on the east, Charlemagne Drive to the north and private property to west (Lot 3, Block 1, Coeur d'Alene Place Seventh Addition and Tax #18992).

COMMERCIAL DOCK: A floating dock extending from Independence Point into Lake Coeur d'Alene but excluding a private sea-plane dock attached to the end of the commercial dock with a gangway and gate.

EAST TUBBS HILL PARK: An approximate 2 acre natural open space area and trail head located at 982 E. Lakeshore Drive and generally bounded by Lake Coeur d'Alene on the south, Tubbs Hill on the north and west and E. Lakeshore Drive on the east (Tax # 882).

FERNAN LAKE NATURAL AREA: An approximate 47.20 acre natural open area located at 2751 East Potlatch Road on the south shore of Fernan Lake generally bounded by Lake Fernan on the north and private property on the south, east and west (Government Lot 1 in Section 20, except the south 100 feet thereof, and the east 1050 feet of Government Lot 2 in Section 19, Township 50 North, Range 3 West, Boise Meridian).

FIRST STREET DOCK: A floating dock extending into Lake Coeur d'Alene located between the Hagadone office building and the Coeur d'Alene Resort inside of the resort's floating dock at the extension of First Street south from Sherman Avenue.

FOREST CEMETERY: An approximate 21.20 acres cemetery located at 1001 Government Way and generally bounded by Short Avenue to the north, Government Way to the east, Lincoln Way to the west and private homes on A, B, C and D streets to the south (Ft. Sherman Aban'd Mil Res: Forest Cemetery; Forest Cemetery 1st & 2nd Addn's, Tx #904, All In Lots 9 & 10 Fort Sherman Abandoned Military Res).

FORT SHERMAN PLAYGROUND: ~~Fort Sherman Playground is A~~ large mostly wooden playground facility encompassed within a wooden picket fence located in City Park between the Kiwanis Bandshell and Mullan Park Drive.

FOURTH STREET AND COEUR D'ALENE AVENUE PARKING LOT FACILITY: A parking lot abutting the southwest corner of the intersection of 4th Street and Coeur d'Alene Avenue (Lots 3 and 4, Block H, The Town of Coeur d'Alene and Kings Addition, and the north 85 feet of Lots 5 and 6, Block H, The Town of Coeur d'Alene and King's Addition, Book "C" of Deeds, at page 144, records of Kootenai County, Idaho).

~~FOURTH STREET PARKING LOT: An approximate .75 acre parking lot located at the south end of 4th Street and generally bounded by Tubbs Hill/McEuen Field on the south and east, the Coeur d'Alene Resort on the west and Front Street on the north (Beginning at the SE corner of Block Q of Coeur d'Alene and Kings Addition to Sec. 13, Twp. 50 N., R. 4 W.B.M.; thence S. 60 ft. to the true point of beginning; thence S. 390 ft.; thence W. 600 ft.; thence N. 390 ft.; thence E. 600 ft. to the true point of beginning).~~

HUBBARD STREET BEACH: An approximate 0.4 acre park located on the south side of the 800 block of West Lake Shore Drive across from the end of Hubbard Street and generally bounded by Lake Coeur d'Alene to the south, North Idaho College beach front to the west, Lakeshore Drive to the south and private beaches to the east (Finch's Sub-Div, Lt 6 EX Tax # Blk 2).

INDEPENDENCE POINT: An approximate 3.1 acre passive use area within City Park located at 105 Northwest Boulevard, generally bounded on the north by a line extended from the seawall to the southwest line of Northwest Boulevard, on the northeast by the southwest line of Northwest Boulevard, on the east by the east line of Lot 49 and the southerly prolongation thereof to Coeur d'Alene Lake and on the west and the south by Coeur d'Alene Lake and the west line of Lot 49.

INDEPENDENCE POINT BEACH: A beach within Independence Point generally bounded by Lake Coeur d'Alene to the south, the Commercial Dock to the west, the Independence Point parking lot to the north and Coeur d'Alene Resort property to the east.

INDEPENDENCE POINT PARKING LOT FACILITY: An 87 space parking lot facility located at the intersection of First Street and Northwest Boulevard at Independence Point reserved and designated for public parking.

JENNY STOKES FIELD: An approximate 4 acre sports field located at 3880 N. Ramsey Road and generally bounded by Fire Station #2 and the Street Department yard to the south, Ramsey Road to the west, Kathleen Avenue to the north and private property to the east (Schreiber Addn, Tx # 14468 In Lt 2 Ex Pr/W).

JEWETT HOUSE: An approximate 2.2 acre special use facility, located at 1501 East Lakeshore Drive and generally bounded by Lake Coeur d'Alene to the south, 15th Street to the west and private property to the north and west (Tax # 11205).

JEWETT HOUSE BEACH: The shoreline and beach in Government Lot 3, Section 19, Township 50 North, Range 3 West, Boise Meridian, lying east of the west line of Section 19 and west of a line that is 200 feet east of and parallel with the west line of Section 19, along with all that land in Government Lot 5, Section 24, Township 50 North, Range 4 West, lying west of the east line of Section 24 and east of a line that is 20 feet west of and parallel with the east line of Section 24 and south of the south line of East Lakeshore Drive.

JOHNSON MILL RIVER PARK: An approximate 2 acre park located at 4340 W. Shoreview Lane generally bounded by the Spokane River on the south, the Mill River Home Owners

Association Park on the west, Shoreview Lane on the north and private property beginning at the approximate west right of way line of Grand Mill Road extended on the east (Lot 2, Block 6, Mill River 1st Add).

LANDINGS PARK: An approximate 11 acre park located at 3849 West Long Meadow Drive in the Landings subdivision generally bounded by private residences and West Long Meadow Drive to the south, Carrington Lane to the west, West Princeton Lane to the north and North Talon Lane to the east (Lt 1, Blk 6, Landings At Waterford 1st Add, Lt 1, Blk 8, Landings At Waterford 2nd Add & Lt 1, Blk 1, Landings At Waterford 3rd Add).

LEGACY PLACE PARK: An approximate 1 acre park located at 1201 West Joy Avenue generally bounded by Joy Avenue on the south, Barbie Street to the west, private farm land to the north and Aaron Street to the east (Lot 1, Block 2, Legacy Place).

LIBRARY PARKING LOT FACILITY: An approximate 1 acre parking lot facility adjacent to the Coeur d'Alene Public Library at the southwest corner of Front Avenue and Eighth Street. (All or portions of Lots 1 through 12, Block 38, Coeur d'Alene and Kings Addition, Kootenai County, ID.)

MCEUEN FIELD PARK: An approximate 15 acre park and sports field located at 420 East Front Avenue and generally bounded by Front Street Avenue on the North, Tubbs Hill on the south, City Hall and Coeur d'Alene Public Library to the east and the Coeur d'Alene Resort on the west (Ptn of Lt 1 & Vac City of Cda). McEuen Field Park includes Veterans Memorial Plaza, the Third Street Parking Lot, the McEuen parking Facility and the Third Street Boat Ramp and Mooring Docks and Legion Field.

MCEUEN FIELD PARKING LOT FACILITY: ~~The partially enclosed parking structure located between Third Street and Sixth Street directly beneath and south of Front Avenue including the driverways, stariways and elevators contained therein. The paved area reserved for parking within McEuen Field (Beginning at a point which is at the intersection from the west of the south curbline of Front Street extended from the west and the west curbline of Fifth Street extended; Thence, southerly, 150.5 feet, said point being the true point of beginning; Thence, westerly, 17.5 feet to the west curbline of the parking lot as it now exists; Thence, southerly, 98.5 feet, along the west curbline, which is adjacent to and runs parallel with the sidewalk as it now exists, to a point; Thence, easterly, 76.4 feet along the south curbline of the existing parking lot, to a point; Thence, northerly, 107.6 feet along the east curbline of said parking lot, which runs adjacent to and parallel with the sidewalk which abuts the public restroom and public tennis courts, to a point; Thence, westerly, 58.9 feet to a point; Thence, southerly, 9.1 feet to the point of beginning).~~

MEMORIAL FIELD: An approximate 5 acre park and play field located at 501 West Mullan Road and generally bounded by Mullan Road on the south, Park Drive on the west, West Garden Avenue on the north and former BNSF rail line on the east (Sherman Park Add Lt 72 & A Portion Of Lt 48 Ft Sherman Aban'd Mil Res Ex R/W). Memorial Field includes the Memorial Field Skateboard and BMX Freestyle Park, Memorial Field Parking Lot Facility and the large

wooden grandstand on the north side of Mullan Road between the softball field and Mullan Road the Memorial Field Parking Facility.

MEMORIAL FIELD PARKING LOT FACILITY: An approximate 40 space paved parking area reserved for public parking within Memorial Field and generally bounded by Mullan Road, the Memorial Field grandstands and the former BNSF rail line.

MEMORIAL FIELD SKATEBOARD AND BMX FREESTYLE PARK: A skate park and BMX freestyle park and playground located within Memorial Field at 480 West Garden Avenue and generally bounded by Memorial Field softball field on the south, Park Drive on the west, West Garden Avenue on the north and the former BNSF rail line on the east.

MUSEUM PARKING LOT FACILITY: An approximate 107 space paved parking area reserved for public parking adjacent to the North Idaho Museum (Beginning at the intersection of the south right of way line of Mullan Avenue with the east right of way line of the Burlington Northern Railroad; thence southeasterly 600 feet or more or less along said east line; thence east to the west right of way line of Northwest Boulevard; thence northwesterly along said west line and continuing westerly along the south right of way line of Mullan Avenue to the point of beginning) generally bounded by Northwest Boulevard to the east, North Idaho Museum and City Park to the south, City Park to the west and Mullan Road to the north.)

NORTH PINES PARK: An approximate 3.5 acre park located at 1015 East Lunceford Lane and generally bounded by East Lunceford Lane to the south, fenced private property to the west and north and 12th Street to the east (Lot 37, Blk 1, North Pines).

NORTHSHERE PARK: An approximate 3.3 acre park located at 3889 West Nez Perce Road and generally bounded by West Nez Perce Road on the south, Abbey Road on the west, undeveloped land owned by School District 271, currently used as a dog park private property on the north, and Atlas Road to the east (Lot 1 Northshire Park Add).

PERSON FIELD: An approximate 7 acre park and play field owned by the City of Cœur d'Alene and School District 271 located at 701 North 15th Street and generally bounded by Garden Avenue to the south, 13th Street to the west, an alley serving private residences off of Pennsylvania Avenue to the north, and 15th Street to the east (Lot 2, Block 1, Persons Add). The dividing line between School District 271 property and city owned property is just east of the eastern edge of the track.

PHIPPENY PARK: An approximate 2.5 acre park located at 827 North 8th Street and generally bounded by private residences to the south, Seventh 7th Street to the west, Montana Avenue to the North and Eighth 8th Street to the East (South 101 feet of Block 9, Block 10 and the North 100 feet of Block 11, Reid's Add To Cda and Tax #832).

RAMSEY PARK: An approximate 29 acre park and sports field located at 3525 North Ramsey Road and generally bounded by the Kroc Center on the south, the Prairie Trail to the west, a

private office building and apartments to the north and Ramsey Road to the east (Lots 1 and 2, Secondary Addition EX R/W & N2-NE-SE E OF RR EX R/W).

RIVERSTONE PARK: An approximate 11 acre park and pond located at 1805 Tilford Lane in Riverstone and generally bounded by the Prairie Trail to the south, private property to the west, north and east (Lots 9 and 12, Block 1, Riverstone West 1st Add).

RIVERVIEW CEMETERY: An approximate 7.2 acre cemetery located at 1065 North Lincoln Way and generally bounded by Northwest Boulevard and private property on the west, Harrison Avenue on the north. The cemetery has irregular property lines. The south side is bordered by condominiums and a commercial business. Lincoln Way on the east and private property on the south (Ft Sherman Abn'd Mil Res; Forest Cemetery Annex & Forest Cemetery Annex Replat Into Riverview Addition, All In Lot 2 Fsamr).

SHADDUCK LANE PARK: An approximate 6 acre park located at 1875 East Shadduck Lane and generally bounded by Shadduck Lane to the south, North Deerfield Drive to the west and Magnolia Drive to the north and east (Lot 1, Block 4, Canfield Park).

SUNSET FIELD: An approximate 5 acre park and sports field located at 1355 East Best Avenue and generally bounded by Best Avenue on the south and private property on the west, north and east (W 240' - Tax #3076, Tax #4201 & E 65' Of Tax #3287). A commercial building on Best Avenue is located between the two parking lots on the south side of the property.

SUNSHINE MEADOWS PARK: An approximate 2.5 acre park located at 2625 West Larix Court and generally bounded by West Larix Court and private property on the south, West Timberlake Loop on the west and north and Courcelles Parkway on the east (Sunshine Meadow 4th Add, Tr A).

THIRD STREET BOAT RAMP AND MOORING DOCKS: A watercraft launch and mooring facility located within McEuen Field Park at the south end of 3rd Street (Beginning at a point on the 3rd Street ramp adjacent to the City seawall, said point being located at the approximate elevation 2,128 feet (WWP datum) above sea level and being 312 feet, more or less, northerly from the southwest corner of said seawall; said point also bearing south 16°09'18" east a distance of 451.91 feet from the easternmost Western Frontiers property point on Front Avenue as shown on the survey recorded in book 4, page 4A, book of surveys, Kootenai County, Idaho; thence northerly 343 feet, more or less, along said seawall to its northwest corner; thence easterly 67 feet, more or less, to the edge of the asphalt paving; thence, northerly along the edge of the paving 177 feet, more or less, to a point; thence, west north 42°23' west, 112.6 feet, more or less, to the curb on the west side of the City property; thence, southerly along the curb, 280 feet, more or less, to the northwest corner of the ramp; thence, southerly 57.4 feet, more or less, along the west edge of the ramp to a point located at the approximate elevation of 2,128 feet (WWP datum); thence generally east 112.1 feet, more or less, to the point of beginning). The double lane boat ramp is accessed through the from Third Street Parking Lot and includes three service docks directly adjacent to the boat ramps. Boat trailer parking for this facility is located southeast of the ramp within the Third Street Parking Lot in the McEuen Parking Facility and the City Hall

Parking Facility. The mooring docks are directly west of Tubbs Hill and southeast of the Third Street Boat Ramp.

~~THIRD STREET PARKING LOT: A 600 space paved parking lot located within McEuen Field generally bounded by the mooring docks and the boat ramp on the south, Veteran Memorial Plaza on the west, Front Street on the north and the landscaped areas of McEuen Field on the east (Beginning at the SE corner of Block "P" of Coeur d'Alene and Kings Addition in Sec. 13, Twp. 50 N., R 4 W.B.M.; thence S. 480 ft. to the true point of beginning; thence S. 220 ft.; thence southwesterly along the base of Tubbs Hill to a point that intersects the extended east west line of the seawall; thence westerly along said east west line 120 ft. more or less to a point that is on the NS line of the seawall; thence N. 340 ft.; thence SE 230 ft. more or less to the true point of beginning).~~

TUBBS HILL: An approximate 120 acre, natural open space area located at 210 South 3rd Street. Tubbs Hill extends into Lake Coeur d'Alene and is generally bounded ~~by Lake Coeur d'Alene~~ on the south, west sides and on part of the east sides of the property the Lake. The remainder of the east side of the park is bounded by East Tubbs Hill Park. The north side of Tubbs Hill is bordered by McEuen Field Park and several single family residences. There are several privately owned parcels within Tubbs Hill, three of which contain residences.

TWELFTH STREET BEACH: A small waterfront access area on Lake Coeur d'Alene on East Lakeshore Drive. The public access area is generally the width of 12th Street extended south to the lake.

VETERANS CENTENNIAL NATURAL AREA: An approximate 16 acre natural open space at 3013 East Fernan Hill Road and generally bounded by private property on the south and west sides, an undeveloped forest area on the north and the Victoria Estates subdivision on the west (Tax #14228 [In Se-Ne], Tx#14738 [In Ne-Se] Ex Tx#17561). Veterans Centennial Natural Area is owned by the Coeur d'Alene Parks Foundation, LLC.

WINTON PARK: An approximate 6.5 acre park located at 810 West Lacrosse Street Avenue and generally bounded by Idaho Transportation Department property associated with the US 95 interchange with Northwest Boulevard to the south, private property and Winton Elementary School to the west, Lacrosse Street Avenue to the north and Melrose Place to the east (College Add To Cda, Lt 1, N2 Lt 2, 7, 8 & 9 Blk 8, Lts 1, 2, & 3 Blk 9 & Ptn of Vac Sts & Alley).

B. General Terms: Whenever the following terms are used in this title, they have the following meanings unless the context indicates otherwise:

COMMERCIAL ACTIVITY: Commercial displays, commercial enterprises, commercial promotions, arts and crafts displays, exhibits and other commercial activities with items for sale, including food concessions.

MOTORIZED FOOD CONCESSIONS: Motorized vehicles from which food and beverages are sold, including trailer houses and vans.

OVERSIZED VEHICLE: A vehicle that cannot fit into a parking stall without protruding over the marked stall lines or extending beyond the end of the marked stall lines.

PARKING FACILITY: Any property owned by the City of Coeur d'Alene on which private vehicles are allowed to park. A parking facility can be a garage, a permanent surface lot, semi-permanent surface lot or an area that is used on a temporary basis for vehicle parking, and includes ancillary fixtures, equipment and utilities for the use, operation and maintenance of such facilities.

PARKING OFFICIAL: Any peace officer or reserve officer of the Coeur d'Alene Police Department, any person providing security services in any City parking facility pursuant to any contract with the City or any person, firm or corporation managing City owned or leased parking facility on the City's behalf.

PARKING TENANT: Any individual, group, or entity that has a valid city issued special permit to occupy a portion of a City parking facility.

ROBOT: A self-powered, programmable, mechanical device capable of operating autonomously or via remote control. This definition does not include autonomously-operated motor vehicles defined under Chapter 1, Title 49, Idaho Code.

SECTION 2. *That Municipal Code Section 4.15.010, is amended to read as follows:*

4.15.010: COEUR D'ALENE PUBLIC PARKING ~~LOT~~ FACILITY CAPITAL IMPROVEMENT FUND:

A. There is hereby established within the City of Coeur d'Alene a "capital improvement fund" which shall be known and cited as "the Coeur d'Alene public parking ~~lot~~ facility capital improvement fund". The levy or appropriation to such fund shall not exceed in the aggregate in any one year more than four-hundredths of one percent (0.04%) of the market value for assessment purposes of the city of Coeur d'Alene in that year. The total amount of such fund shall never exceed in the aggregate four-tenths of one percent (0.4%) of the market value for assessment purposes of the city of Coeur d'Alene. The fund shall not be subject to the provisions of Idaho Code section 50-1014 (which provides that the city council of the city may transfer an unexpended balance in one fund to the credit of another fund).

B. The purposes for which the Coeur d'Alene public parking ~~lot~~ facilities capital improvement fund may be used are as follows:

1. The acquisition of land, buildings, structures, equipment and appurtenances necessary for the parking of motor vehicles, for public parking lots or buildings.
2. The construction of public off-street parking facilities, buildings, structures, equipment and appurtenances necessary for the parking of motor vehicles.
3. The improvement of Coeur d'Alene public parking facilities by upgrading equipment and appurtenances, grading, paving, sealing, signing, striping, draining or otherwise capital improving of such city parking facilities.

C. None of such funds shall be expended unless specifically appropriated by the City Council pursuant to Idaho Code sections 50-1001 through 50-1003, both inclusive. (Ord. 3382 §17, 2010)

SECTION 3. *That Municipal Code Section 4.15.020 is amended to read as follows:*

4.15.020: SIGN ERECTION:

A. The street superintendent shall cause appropriate signs and markings to be erected and painted on the surface of the parking ~~lots facilities~~ or otherwise establish in the parking ~~lots facilities~~ directions to carry out the purpose of the regulations set forth in this chapter. Signs containing the regulations provided in this chapter for each parking ~~lot facility~~ shall be placed in a conspicuous place at the entrances to the parking ~~lots facilities~~ so as to be visible to any person entering the parking ~~lot facility~~.

B. The street superintendent shall cause appropriate signs and markings to be erected and painted in conspicuous places on the ~~3rd Third~~ Street watercraft launching ~~Boat Ramps~~ to carry out the purpose of the regulations contained in this chapter.

SECTION 4. *That Municipal Code Section 4.15.030 is amended to read as follows:*

4.15.030: PARKING AND LAUNCHING FEES:

A. The city council will establish parking and watercraft launching fees for the parking ~~lots facilities~~ and launch ramps regulated by this chapter.

SECTION 5. *That Municipal Code Section 4.15.040 is amended to read as follows:*

4.15.040: PARKING REGULATIONS FOR ALL PUBLIC PARKING ~~LOTS FACILITIES~~:

The following regulations govern the use of ~~the 3rd Street, 4th Street, 4th Street and Coeur d'Alene Avenue, Independence Point, McEuen Field, Memorial Field, Museum and Library Parking Lots all public parking Facilities as defined by Section 4.05.030 of this Title:~~

A. Parking Regulations:

1. Vehicles can only be parked within the stalls designated by markers and as nearly in the center of the designated stalls as possible.
2. Vehicles cannot be parked or left unattended on any driving isle in the parking facility.
3. Trailers cannot be left parked in any parking facility unless attached to a parked motor vehicle.

B. Other Regulations:

1. Vehicles can only be driven in a parking facility on the designated deriving isles and only in the direction indicated by signs or traffic control devices.
2. Vehicles cannot be driven in a parking facility faster than five (5) miles per hour.
3. Vehicles can only be driven into or out of a parking facility at the designated entrances and exits.
4. No portion of any parking facility can be used in any manner that endangers the person or property of another or disrupts the normal operations of the parking facility, including but not limited to, conduct that involves the use of abusive or threatening language or gestures, conduct that creates unreasonable noise, or conduct that consists of loud or boisterous physical behavior; placing objects such as bicycles, backpacks, carts or other items in a manner that interferes with free passage within the facility.
5. No person can distribute, throw or affix to vehicles any literature, handbills or fliers in any City parking facility.
6. No person can camp or sleep in a parking facility, either in, on or near a vehicle, between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M., unless the camping or sleeping is permitted by the City in conjunction with a special event being held on City property.
7. No person shall deface, or destroy, signage or other City property located within a parking facility.
8. Other than City authorized events, no person shall participate in gatherings within the parking facility;
9. All persons within a City parking facility shall obey posted regulations and / or the direction of an authorized parking official.
10. It is unlawful for any person to intentionally come into contact with buildings, stairs, stairways, railings, curbs, planters, benches, chairs, tables, curbs, plants or shrubbery, signs, light poles, pillars or other improvements or fixtures with any skateboard, skates, in-line skates, rollerblades or similar device(s).

C. The parking provisions contained in this chapter do not apply to City vehicles operated in the normal course of city business.

A. Vehicles can only be parked within the stalls designated by markers and as nearly in the center of the designated stalls as possible.

B. Vehicles can only be driven in the parking lot on the designated roadways and only in the direction indicated by signs.

- ~~C. Vehicles cannot be driven in the parking lot faster than five (5) miles per hour.~~
- ~~D. Vehicles cannot be parked or left unattended on any roadway in the parking lot.~~
- ~~E. Vehicles can only be driven into or out of the parking lot at the designated entrances and exits.~~
- ~~F. No portion of the parking lot can be used in any manner that endangers the person or property of another.~~
- ~~G. No person can distribute, throw or affix any literature, handbills or fliers in the parking lot into any car parked in the parking lot or on any car parked in the parking lot.~~
- ~~H. No person can camp or sleep in the parking lot, either in, on or near a vehicle, between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M., unless the camping or sleeping is permitted by the city in conjunction with a special event being held on city property.~~
- ~~I. Trailers cannot be left parked in the parking lot unless attached to a parked motor vehicle.~~
- ~~J. The parking provisions contained in this chapter do not apply to city vehicles operated in the normal course of city business. (Ord. 3442, 2012; Ord. 3382 §17, 2010)~~

SECTION 6. *The Municipal Code Section 4.15.050 is hereby repealed.*

4.15.050: ADDITIONAL REGULATIONS FOR THE 3RD STREET PARKING LOT:
~~In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the 3rd Street Parking Lot:~~

- ~~A. Vehicles, including motor vehicles with an attached trailer, longer than forty four feet (44') cannot be parked in the parking lot.~~
- ~~B. Single unit vehicles cannot park in stalls marked for multi unit vehicles except from twelve o'clock (12:00) midnight December 21 until twelve o'clock (12:00) noon March 20 annually.~~
- ~~C. Cranes are not allowed in the parking lot unless the mayor declares an emergency.~~

SECTION 7. *That Municipal Code Section 4.15.060 is amended to read as follows:*

4.15.060: ADDITIONAL REGULATIONS FOR THE ~~8TH STREET CITY HALL~~ PARKING LOT FACILITY:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the ~~8th Street City Hall~~ Parking Facility:

A. No vehicle can be parked or allowed to remain parked in the parking ~~lot facility~~ continuously for more than forty eight (48) hours ~~unless the owner has purchased a permit from the city to do so.~~

B. ~~Single vehicles cannot park in stalls marked for over-sized or multi-unit vehicles. On weekdays and Saturdays between October 1 and April 30 annually, vehicles shall not be parked or allowed to remain parked in the first two (2) rows of the parking lot between the hours of seven o'clock (7:00) A.M. and nine thirty o'clock (9:30) A.M.~~

C. ~~The City, by permit or contract, may authorize mobile food concessions and other vehicles to park in spaces designated by the City and may exempt special events held in McEuen Park from any of the requirements of this chapter pertaining to the use of this parking facility.~~

D. ~~No person shall enter or remain within the parking facility for any purpose other than to park or retrieve a motor vehicle or to do valid and legitimate business with a City parking facility or structure tenant or official.~~

E. ~~It is unlawful for any person to operate or ride on any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, toy wagon, scooter or similar device on any vehicle travel ramp or within the parking facility. This prohibition shall not apply to handicapped person using wheeled equipment in order to be ambulatory.~~

SECTION 8. *That Municipal Code Section 4.15.070 is amended to read as follows:*

4.15.070: ADDITIONAL REGULATIONS FOR THE ~~4TH FOURTH STREET AND COEUR D'ALENE AVENUE~~ PARKING LOT FACILITY:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the ~~4th Fourth~~ Street and Coeur d'Alene Avenue Parking ~~Lot Facility~~:

A. A parking permit is required to park in the ~~lot facility~~ except on holidays, weekends and weekdays after six o'clock (6:00) P.M. Each permittee must park in the assigned parking stall and must hang or display the parking permit, showing the calendar year and permit number, from the vehicle's rearview mirror. The monthly permit fee must be paid in advance by the fifteenth day of each month for the succeeding month or the permit becomes invalid.

B. No trailers, RVs, or oversized vehicles can be parked in the ~~lot facility~~.

SECTION 9. *That Municipal Code Section 4.15.080 is amended to read as follows:*

**4.15.080: ADDITIONAL REGULATIONS FOR THE INDEPENDENCE POINT PARKING
LOT FACILITY:**

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the Independence Point Parking Lot Facility:

- A. No trailers, RVs or oversized vehicles can be parked in the lot facility.
- B. No vehicle can be parked or allowed to remain parked in the parking lot facility continuously for more than forty eight (48) hours ~~unless the owner has purchased a permit from the city to do so.~~
- C. The City, by permit or contract, may authorize mobile food concessions and other vehicles to park in spaces designated by the City and may exempt special events held in City Park from any of the requirements of this chapter pertaining to the use of this parking lot facility.
- D. No person shall enter or remain within the parking facility for any purpose other than to park or retrieve a motor vehicle or to do valid and legitimate business with a City parking facility or structure tenant or official.
- E. It is unlawful for any person to operate or ride on any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, toy wagon, scooter or similar device on any vehicle travel ramp or within the parking facility. This prohibition shall not apply to handicapped person using wheeled equipment in order to be ambulatory.

SECTION 10. *That Municipal Code Section 4.15.090 is amended to read as follows:*

**4.15.090: ADDITIONAL REGULATIONS FOR THE MCEUEN FIELD PARKING LOT
FACILITY:**

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the McEuen Field Parking Lot Facility:

- A. No trailers, RVs, multi-unit vehicles or oversized vehicles can be parked in the facility except in the designated boat trailer parking stalls. Vehicles exceeding eight feet (8') in height are prohibited from parking in this facility. Unless a parking space is otherwise designated by the city, no vehicle can be parked or allowed to remain parked longer than two (2) hours in any space in the parking lot.
- B. The City, by permit or contract, may authorize mobile food concessions and other vehicles to park in spaces designated by the City and may exempt special events held in McEuen Park from

~~any of the requirements of this chapter pertaining to the use of this parking facility. No trailers, RVs or oversized vehicles can be parked in the lot.~~

C. ~~Smoking of cigarettes, cigars, pipes and any lighted instrument in the elevators or any enclosed portion of McEuen Parking Facility is prohibited. The city, by permit or contract, may authorize mobile food concessions to park in spaces designated by the city.~~

D. ~~No person shall enter or remain within the parking facility for any purpose other than to park or retrieve a motor vehicle or to do valid and legitimate business with a City parking facility or structure tenant or official.~~

E. ~~It is unlawful for any person to operate or ride on any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, toy wagon, scooter or similar device on any vehicle travel ramp or within the parking facility. This prohibition shall not apply to handicapped person using wheeled equipment in order to be ambulatory.~~

SECTION 11. *That Municipal Code Section 4.15.100 is amended to read as follows:*

4.15.100: ADDITIONAL REGULATIONS FOR THE MEMORIAL FIELD PARKING ~~LOT~~ FACILITY:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the Memorial Field Parking ~~Lot Facility~~:

A. Vehicles longer than twenty feet (20') in total length, trailers, RVs or other oversized vehicles cannot be parked in the ~~lot facility~~.

B. Parking between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M. is prohibited unless the City approves longer hours for baseball or softball events.

C. The City, by permit or contract, may authorize vehicles serving the Museum Of North Idaho, or the cultural center to park in spaces designated by the City and may exempt special events held in City Park or Memorial Field from any of the requirements of this chapter pertaining to the use of this parking ~~lot facility~~.

SECTION 12. *That Municipal Code Section 4.15.110 is amended to read as follows:*

4.15.110: ADDITIONAL REGULATIONS FOR THE MUSEUM PARKING ~~LOT~~ FACILITY:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the Museum Parking ~~Lot Facility~~:

A. Vehicles longer than twenty feet (20') in total length, trailers, RVs or other oversized vehicles cannot be parked in the ~~lot facility~~ except that RVs may park in designated parking spaces.

B. Parking between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M. is prohibited.

C. The City, by permit or contract, may authorize vehicles serving the Museum Of North Idaho, or the cultural center to park in spaces designated by the City and may exempt special events held in City Park or Memorial Field from any of the requirements of this chapter pertaining to the use of this parking ~~lot facility~~.

SECTION 13. *That Municipal Code Section 4.15.115 is amended to read as follows:*

4.15.115: ADDITIONAL REGULATIONS FOR THE LIBRARY PARKING ~~LOT FACILITY~~:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the Library Parking ~~Lot Facility~~:

A. No person shall allow his/her vehicle to be parked in the Library Parking ~~Lot Facility~~ for more than two (2) hours.

B. Vehicles longer than twenty feet (20') in total length, trailers, RVs or other oversized vehicles cannot be parked in the ~~lot facility~~.

C. The City, by permit or contract, may authorize vehicles serving the Coeur d'Alene Public Library to exceed the restrictions set forth in this section and allow parking in spaces designated by the City.

D. The City may exempt special events held in the City from any of the requirements of this chapter pertaining to the use of this parking ~~lot facility~~.

SECTION 14. *That Municipal Code Section 4.15.120 is amended to read as follows:*

4.15.120: ~~SOUTH 3RD STREET WATERCRAFT LAUNCHING THIRD STREET BOAT RAMP REGULATIONS:~~

The following regulations govern the use of the ~~South 3rd Street watercraft launching Third Street Boat R~~amp:

A. Vehicles, other than emergency vehicles, cannot be parked on or travel on the launch ramp except while in the process of launching or loading watercraft.

B. Vehicles, other than emergency vehicles, cannot park or travel on the launch ramp for longer than is reasonably necessary to launch or load watercraft and in no event may they remain parked for more than fifteen (15) minutes.

C. Vehicles, other than emergency vehicles, cannot park or travel on the launch ramp in a manner that blocks the ingress or egress of other vehicles launching or loading watercraft.

SECTION 15. *That Municipal Code Section 4.15.130 is amended to read as follows:*

4.15.130: ENFORCEMENT AND PENALTIES:

Any violation of this chapter related to vehicle parking is subject to the enforcement processes and penalties contained in title 10, chapter 10.27 of this code. All other violations of this chapter are an infraction punishable as provided in Municipal Code Chapter 1.28.

SECTION 16. *That Municipal Code Section 4.25.030 is amended to read as follows.*

4.25.030: BEER, WINE AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY:

- A. No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any City owned, leased or maintained beach, natural area, park, parking facility, playground or play field.
- B. The provisions of this section do not prohibit the City from issuing permits for the possession and consumption of beer, wine or other alcoholic beverages at the following locations:
 - 1. Riverstone Park gazebo and amphitheater;
 - 2. Jewett House;
 - 3. City Park;
 - 4. McEuen Park;
 - 5. Upon city right of way On pedal bike(s) and/or nonmotorized recreational vehicles where passenger areas are separate from the driver areas when operated on City rights-of-way.

SECTION 17. *That Municipal Code Section 4.25.070 is amended to read as follows.*

4.25.070: FIREWORKS PROHIBITED ON PUBLIC PROPERTY:

Except when permitted as a part of a public display authorized by this chapter, it is unlawful for any person to have in his or her possession or to use fireworks of any kind on any city owned, leased or maintained beach, natural area, park, playground or play field, dock, parking lot facility or other property.

SECTION 18. *That Municipal Code Section 4.25.120 is amended to read as follows.*

4.25.120: BICYCLES, SKATEBOARDS, ROBOTS AND TOY VEHICLES ON PUBLIC PROPERTY:

- A. It is unlawful for any person to ride or operate a toy or wheeled vehicle except wheelchairs being used to transport physically impaired persons on the band shell in City Park.
- B. It is unlawful for any person to ride a skateboard in Veterans' Memorial Park Plaza or at the Veterans' Memorial.

- C. It is unlawful for any person to ride or operate any toy vehicles, including remote control vehicles, at Cherry Hill Park.
- D. It is unlawful for any person to ride or operate a bicycle on any portion of Tubbs Hill owned or leased by the city of Coeur d'Alene, except city employees in the normal course of city business.
- E. Nothing in this section shall prohibit the mayor and/or city council from allowing bicycle, skateboard, or other exhibits or demonstrations by permit or other ordinance.
- F. Nothing in this section applies to robots that are operating in compliance with all posted regulations.

SECTION 19. *That Municipal Code Section 8.36.100 is amended to read as follows.*

8.36.100: LITTERING:

It is unlawful for any person to dispose of, throw away or leave any empty container or other litter on any public park, grounds, parking facility or thoroughfare within the city; provided, however, that such empty container or other litter may be deposited in receptacles provided especially for that purpose. (prior code §6-1-9)

SECTION 20. *That Municipal Code Section 8.48.030 is amended to read as follows.*

8.48.030: DEFINITIONS:

That for the purposes of this chapter, the following definitions shall be applicable:

PUBLIC PROPERTY: Includes Pubic property as defined in section 4.05.030 of this code, including but not limited to, Tubbs Hill, all city docks, Third Street boat launching Boat Ramp, Independence Point and Parking Lot Facility, City Beach, City Park and McEuen Field Park and the McEuen Parking Facility and Eighth Street City Hall Parking Lot Facility, as defined in section 4.05.030 of this code.

PUBLIC WATERS: Any river, lake, or other body of water within the corporate boundaries of the city of Coeur d'Alene, Idaho, other than those which are entirely privately owned, regardless of navigability.

RACE: Any race which is sanctioned or approved by the Unlimited Hydroplane Racing Association and any successor in interest thereto.

UNLIMITED HYDROPLANES: Boats weighing in excess of six thousand (6,000) pounds designed for competitive racing, specifically including all boats licensed or approved at the

present or at any time hereafter by the Unlimited Hydroplane Racing Association and any successor in interest thereto.

SECTION 21. *That Municipal Code Section 10.04.010 is amended to read as follows.*

10.04.010: PLACEMENT AND MAINTENANCE:

The street superintendent shall cause to be placed and maintained such traffic control signs, signals and markings upon the streets, alleys, public parks, public parking lots facilities and other public and City owned property as the City Engineer may deem necessary to indicate and carry out the provisions of this title and the provisions of the most recent edition of the "Manual On Uniform Traffic Control Devices" as adopted pursuant to Idaho Code sections 49-201 and 209, and to regulate, warn or guide traffic. Prior to installation, the City Engineer shall provide written direction for the type and location of traffic control signage or pavement marking.

SECTION 22. *That Municipal Code Section 8.22.100 is amended to read as follows.*

10.22.100: FORT GROUND RESIDENTIAL ON STREET PARKING PERMIT AREA:

A. The boundary designated pursuant to this chapter as the Fort Ground residential on street parking permit area shall be as follows:

1. Bounded on the west by Hubbard Street Avenue, on the east by Park Drive and Lincoln Way, on the north by River Avenue, including North Military Drive, and to the south by Lake Coeur d'Alene.

B. Parking in the Fort Ground area during the hours of seven thirty o'clock (7:30) A.M. to five thirty o'clock (5:30) P.M., Monday through Sunday, except holidays and special events, as defined below, shall be allowed only for vehicles displaying either a resident's decal or a visitor's permit tag.

C. Holidays shall be the following nationally recognized days: Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr./Idaho Human Rights Day, Presidents' Day, Memorial Day, Independence Day, and Labor Day and Columbus Day.

D. Special events shall include Art On The Green, North Idaho College commencement day, or other special events as permitted by the City.

E. Fees for parking permits shall be designated by resolution.

F. The homeowners' association shall notify the City Clerk, annually, of the name of an association member who shall be in charge of the distribution of temporary permits for special events. The association representative shall be responsible for distributing the temporary passes for individual homeowner's special events on an as needed basis. The City Clerk may annually issue the association representative twenty (20) temporary hangtags, free of charge. These passes

shall be distributed to individual homeowners for residential events in which they are expecting several visitors. The association representative shall monitor the number of permits distributed to any one street, to ensure that there are an adequate number of spaces remaining on the block for the homeowners not included in the special event.

SECTION 23. *That Municipal Code Section 10.24.020 is amended to read as follows.*

10.24.020: LIMITED TIME PARKING SPACES AND ZONES:

A. No owner or operator of any vehicle shall on any day, except Sundays and holidays, between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M., allow or cause said vehicle to be continuously parked longer than fifteen (15) minutes in any parking space posted for fifteen (15) minute parking.

B. No owner or operator of any vehicle shall allow or cause such vehicle to be continuously parked for a period of more than two (2) hours on any day between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M., except Sundays and holidays, along the following described portions of streets and avenues within the city:

Sherman Avenue from Second Street to Seventh Street;
The east side of First Street from Sherman Avenue to Indiana Avenue;
The west side of First Street from Sherman Avenue to the south side of the intersection of First Avenue Street and Coeur d'Alene Avenue;
Second Street from Sherman Avenue to Wallace Avenue;
Third Street from Front Avenue to Indiana Avenue;
Fourth Street from Front Avenue to Indiana Avenue;
Fifth Street from Front Avenue to Coeur d'Alene Avenue;
Sixth Street from Front Avenue to Lakeside Avenue;
The north side of Indiana Avenue between Third Street and Fourth Street;
Lakeside Avenue from First Street to Seventh Street;
The south side of Front Avenue from Fifth Street to Sixth Street;
The north side of Front Avenue from Third Street to Seventh Street;
Coeur d'Alene Avenue from First Street to Fifth Street.

Such other spaces and/or zones and for such amount of time as may hereafter be established by duly passed resolution of the city council.

~~Within the meaning of this section, the term "holiday" includes the following days only: January 1, the last Monday in May, July 4, the first Monday in September, December 25, and the day designated and set aside as Thanksgiving Day.~~

Holidays shall be the following nationally recognized days: Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr./Idaho Human Rights Day, Presidents' Day, Memorial Day, Independence Day, Labor Day and Columbus Day.

SECTION 24. That Municipal Code Section 10.27.010 is amended to read as follows.

10.27.010 VIOLATION OF TRAFFIC OR PARKING PROVISIONS OF ~~TITLE CITY~~ CODE; PENALTY

A violation of any of the traffic provisions set out in this title shall be an infraction unless another penalty is provided by state law, and, upon being found to have violated a traffic provision of this title, shall be penalized as allowed by state law.

A violation of any of the parking provisions set out in ~~this title the City Code~~ shall be punishable by a civil penalty in an amount established by resolution of the ~~City Council~~ as set forth in and enforced pursuant to section 10.27.020 of this chapter.

Nothing in this section shall limit the ability of the ~~City~~ to impound vehicles as set forth in section 10.28.010 of this title.

SECTION 25. That Municipal Code Section 10.27.020 is amended to read as follows.

10.27.020 CHARGES FOR VIOLATION

A. Any person violating any of the parking provisions set forth in ~~this title City Code~~ shall be assessed a civil penalty for each violation. The civil penalties for each violation shall be established by resolution of the ~~City Council~~.

B. Any police officer, or other person(s) designated by the ~~City~~ or ~~Chief of Police~~, observing any parking violation shall issue a ticket describing such violation and the charge assessed for the violation to the person committing the violation. The ticket shall be payable to the ~~City Cashier~~ within ten (10) days of the violation. Failure to pay the civil assessment set forth on the parking ticket shall result in further action being taken by the city as set forth in section 10.27.040 of this chapter.

SECTION 26. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 27. 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 28. 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 29. 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.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 19, 2015.

APPROVED, ADOPTED and SIGNED this 19th day of May, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Various Municipal Code Sections Regarding Off Street Parking

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 4.05.030, 4.15.010, 4.15.020, 4.15.030, 4.15.040, 4.15.060, 4.15.070, 4.15.080, 4.15.090, 4.15.100, 4.15.110, 4.15.115, 4.15.120, 4.15.130, 4.25.030, 4.25.070, 4.25.120, 8.36.100, 8.48.030, 10.04.010, 10.22.100, 10.24.020, 10.27.010, 10.27.020, AND REPEALING MUNICIPAL CODE SECTION 4.15.050; TO UPDATE DEFINITIONS, REVISE THE ALLOWED USES OF THE CITY PARKING LOT CAPITAL IMPROVEMENT FUND, AND UPDATE RULES OF CONDUCT FOR CITY PARKING FACILITIES; 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.

Renata McLeod, 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 Various Municipal Code Sections Regarding Off Street Parking, 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 19th day of May, 2015.

Warren J. Wilson, Chief Deputy City Attorney

GENERAL SERVICES COMMITTEE
STAFF REPORT

DATE: April 27, 2014

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Repeal of Initiative and Referendum Code Contained in Chapter 1.10

DECISION POINT:

Recommend that the full City Council repeal Chapter 1.10.

HISTORY:

Chapter 1.10 contains the City's regulations governing initiative and referendums. These regulations are largely superseded by the Idaho Code provisions for initiatives and referendums contained in I.C. Title 34 Chapter 18. Further, on April 6, 2015, Governor Otter signed HB 216aa into law. HB216aa, when it takes effect on July 1, 2015 will void all city rules regarding initiatives and referendums. Because of the lead time required necessary to qualify an initiative/referendum for the ballot, it is too late for anyone seeking an initiative this year to do so prior to July 1, 2015. As such, M.C. Chapter 1.10 can be repealed now with no impact.

FINANCIAL ANALYSIS:

There is no financial impact to this decision.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

Initiatives and referendums are now regulated under state law, which mandates that all city regulations on this subject are void. Repealing Chapter 1.10 will remove the voided provisions from the city code book thereby reducing confusion over which rules apply.

DECISION POINT/RECOMMENDATION:

Recommend that the full City Council repeal Chapter 1.10.

ORDINANCE NO. ____
COUNCIL BILL NO. 15-1007

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO BY REPEALING CHAPTER 1.10 ENTITLED LEGISLATIVE PROCESS THAT PROVIDES LOCAL RULES REGARDING INITIATIVES AND REFERENDUMS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 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,

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

SECTION 1. *That Coeur d'Alene Municipal Code Chapter 1.10 is hereby repealed.*

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.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 19, 2015.

APPROVED, ADOPTED and SIGNED this 19th day of May, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Repeal Municipal Code Chapter 1.10 – Legislative Process

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO BY REPEALING CHAPTER 1.10 ENTITLED LEGISLATIVE PROCESS THAT PROVIDES LOCAL RULES REGARDING INITIATIVES AND REFERENDUMS;; 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.

Renata McLeod, 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. _____, Repeal Municipal Code Chapter 1.10 – Legislative Process, 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 19th day of May, 2015.

Warren J. Wilson, Chief Deputy City Attorney

**PUBLIC WORKS COMMITTEE
MINUTES
April 27, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Amy Ferguson, Executive Assistant
Dennis Grant, Eng. Proj. Mgr.
Jim Hammond, City Administrator
Warren Wilson, Deputy City Attorney
Tim Martin, Street Superintendent
Mike Becker, WW Project Manager
Troy Tymesen, Finance Director
Keith Erickson, Communications Coor.

**Item 1 Approval of Low Bidder for the 2015 Overlay Project
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request for council approval of Knife River Corporation – Northwest as the low bidder for the 2015 Overlay Project.

Mr. Grant stated in his staff report that the City of Coeur d'Alene received four responsive bids. Knife River Corporation – Northwest was the low bidder. The Streets to be overlaid this year are Kathleen Avenue from Player Drive to Highway 95 and from Government Way to Honeysuckle Driver, Dalton Avenue from Government Way to 4th Street, and 4th Street from Kathleen Avenue to 500' North of Honeysuckle Drive.

Mr. Grant said that the last overlay was completed in 2012. He noted that Kathleen Avenue from Highway 95 to Government Way is on their capital improvements projects list coming up within the next couple of years (widening Kathleen to match Kathleen west of Highway 95).

Councilmember McEvers asked how the streets are chosen for overlay. Mr. Grant said they have a pavement rating program that they are currently updating to produce their 5 year overlay plan. They coordinate the plan with Wastewater and Stormwater. Next year they are going to incorporate the chip seal program and will hopefully be able to do the Northshire neighborhood off of Atlas.

Mr. Grant said they like to focus on arterials because they get the most traffic. The Street Department has been doing some patching for them over the last four or five years on Kathleen.

Councilmember McEvers commented on the savings of almost \$200,000. Mr. Grant said there are a couple of other projects that may be coming up so they want to make sure that they have the funds available. If the funds aren't used this year, they will be used next year.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve Knife River Corporation – Northwest as the low bidder for the 2015 Overlay Project, and approving Resolution No. 15-018 authorizing an agreement with Knife River Corporation – Northwest for the 2015 Overlay Project in the amount of \$459,021.50. Motion carried.

**Item 2 Declare Surplus Used Equipment
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for council consent to declare various pieces of used assets and items to be deemed surplus and authorization to proceed to auction.

Mr. Martin explained in his staff report that the equipment/vehicles are deemed to be of little value to departments. There is no cost to the taxpayers and very minimal cost to the department to shuttle the items to the Auction house in post falls. The Auction house takes a percentage of the bid. The items to be declared surplus are:

- 1995 Crown Victoria, Admin 103
- 2000 Chevrolet Impala, Planning 901
- 1986 Chevrolet Astro Van, Parks Department

Mr. Martin commented that the vehicles have been dormant for many years. He confirmed that Administration and the Finance Department will be reviewing the fleet each year to eliminate non-productive vehicles and decrease insurance costs.

MOTION: Motion by Miller, seconded by Gookin, to recommend approval of Resolution No. 15-018 declaring the requested items as surplus and authorize staff to proceed to auction. Motion carried.

**Item 3 Assistant Street Superintendent/Ongoing Organizational Shift
Agenda**

Tim Martin, Street Superintendent, presented a request for input in regard to the addition of an Assistant Street Superintendent position.

Mr. Martin explained in his staff report that since the retirement of the Assistant Street Superintendent in 2012, this position has laid dormant and unfunded in the department's budget. Since that time, the Street Department has had two supervisors retire and a third field supervisor is retiring in September. The Assistant Street Superintendent position will have more added managerial focus on the day-to-day operations, supervisory duties and managing teams and tasks. The Assistant Street Superintendent position is not in the current financial plan. Mr. Martin explained that the Street Department will be doing the asphalt patching work for the Water Department this summer, which will save the Water Department money and will generate the funding necessary to implement and sustain the Assistant Street Superintendent position in the general fund and assist with the costs.

Mr. Martin reviewed the current organizational structure of the Street Department, and the proposed changes. He noted that since 2012, the Street Department has lost over 170 years of service through retirement, and with that they have lost a lot of experience, leadership, and continuity. He also commented that the Electrician/Signal Technician position has probably saved the city thousands of dollars doing electrical work and signal upgrades. He believes that now is the best time to fill the Assistant Street Superintendent position to help create more continuity moving forward. Late summer they would like to hire the Lead Workers that specialize in certain areas.

Mr. Martin said that council will see a request for two street maintenance workers and one heavy equipment operator in the 2015/2016 budget. He noted that the trades are getting very busy and it is hard to find part-time equipment operators during the summer months.

Mr. Martin said that the Assistant Street Superintendent would have a pay grade of 15, and the Field Supervisor would be pay grade 12. The Lead Worker positions would be a pay grade 11. He explained that dollars being pulled into the General Fund for utility and drainage work would cover the cost.

Councilmember Gookin asked why the Drainage Utility was not funding the positions. Mr. Martin said they have looked at funding the position through the utility, but he believes that part of the drawback is where the person will work – whether close to the utility or out at the Street Department. What works for them is having four lead workers who have passion for what they are doing, and it is part of the leadership that they want to develop moving forward.

Councilmember Miller said it looks like the department is taking six people in management and turning it into nine people in management, with four people being lower management than the other ones. Mr. Martin said that he prefers to look at it as gaining leadership in that they lost a lot of leadership when the field supervisors retired.

Councilmember Miller asked if the Assistant Street Superintendent would be hired from within the department. Mr. Martin said that they would be looking for the best candidate, and will open it up to outside applicants.

Councilmember Miller said that it feels like the department would be adding top heavy management. Councilmember Gookin asked why it is necessary to have an extra body between the Street Superintendent and the Field Supervisor. Mr. Martin explained that he is in meetings most of the day, and the Field Supervisor is managing many concerned citizen calls and questions from the field. Trying to plan, organize and keeping the work flowing is getting harder and harder to manage.

City Administrator Jim Hammond explained that the street maintenance workers and heavy equipment operators are a decision to be made down the road. The real challenge is for Mr. Martin to manage the office, and manage stormwater. In reality, stormwater is a separate division and what Mr. Martin is trying to do is get more boots on the ground because he can't get all of his work done in the office and be out making sure that the field supervisors are on task with their responsibilities.

Councilmember Miller asked what would happen if council approved the Assistant Street Superintendent position and then during a budget process down the road the increase isn't approved. Mr. Hammond said that the Street Department is generating more revenue by taking on work that would normally have been done by outside contractors and bringing more money into their department. They are also charging Water and Wastewater less than what they would pay for outside services.

Mr. Hammond explained that the lead workers would be supervising and actually doing the work. Mr. Martin explained that the electrician, while residing in the Street Maintenance Department, provides maintenance to the signal and street lights that the city owns. He also takes direction from the City Engineer through a work order process, and when someone needs a new outlet at City Hall, the request is made through Howard Gould in Building Maintenance, and the electrician will come and do the work. Mr. Martin also noted that this is the first summer that they are tasking themselves with taking on the asphalt repair with the Water Utility.

Councilmember Gookin said that he would like to bring this forward for a presentation to the entire council. Councilmember Miller said that she thinks the timing is right and if the program is creating more training opportunities and “depth on the bench” as well as covering the positions with the ability to not have a dramatic increase in the budget, then she thinks it is necessary and she supports it. It is creating more efficiencies and an opportunity to manage growth.

MOTION: Motion by Gookin , seconded by Miller, to recommend that council approve the Street Department reorganization plan as presented. Motion carried.

**Item 4 Bid Results for 2015 Open Trench Project
Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for council acceptance of the low bid of T. LaRiviere Equipment & Excavation, for the 2015 Open Trench Project.

Mr. Becker stated in his staff report that six bids were received for this project, with T. LaRiviere Equipment and Excavation, Inc. submitting the lowest responsive bid in the amount of \$142,835.00. This item is included in the FY 2015/2015 Wastewater Utility Budget.

Mr. Becker said they have located a spot that is in pretty dire need of repair on Coeur d'Alene Avenue between 18th and 20th. He noted that the pipe on Coeur d'Alene Avenue has numerous breaks, numerous damaged sections and numerous root intrusions which increase crew maintenance and the potential for a sewer backup.

Mr. Becker reviewed the project scope which entails replacing 640 lf of pipe, two manholes, reconnecting 8 laterals, replacing a portion of the storm system, adding one storm drain manhole, and replacing the entire street. He noted that 8 residents will be impacted, 71 residents will be inconvenienced. Public notification letters have already gone out and there will be no major construction during the school year, and the construction is not within the 2015 Ironman Route. They anticipate a 45 calendar day construction time, with completion no later than August 31st, and only minor cleanup remaining after school starts. A portion of the street will be blocked and detour routes set in place.

Councilmember Gookin mentioned the Fernan project and the issue with the contractor interfacing properly with the residents. Mr. Becker said that they have already initiated conversations with the residents on Coeur d'Alene Avenue on both sides of the street, even though the southern side of the street won't be impacted. Once they have a construction schedule from the contractor, they will send out a notice for an open house meeting to be held at the Wastewater Utility for anyone with questions. Mr. Becker noted that when you keep an open line of communication, complaints tend to minimize and that is his goal as project manager of this project.

Councilmember Gookin asked if Mr. Becker had ever worked with the winning bidder before. Mr. Becker said that they did utility work for McEuen, and the Engineering Department was happy with their work. He also noted that the mayor and city council did not receive any complaints about last year's open trench project and so he believes that the process that is now being employed will help to minimized that.

Mr. Becker said that while the contract is structured for 45 days, they will give latitude for the contractor to determine the start date, but the "drop dead" date for completion is August 31st.

Councilmember Miller asked if this is the same area where there were some septic conversions going on. Mr. Becker confirmed that it is in the same area and noted that last year council approved the Wastewater Utility to work with local residents to get off of their septic systems and put in public sewer infrastructure to help service that area. The sewer in that area is very shallow, so before they start introducing more sewer flavor, they need to fix the debilitated sewer pipe first. There will be eight properties that will reconnect to the sewer line, but they are presently already connected to it.

MOTION: Motion by Miller, seconded by Gookin, to recommend that Council approve T. LaRiviere Equipment and Excavation, Inc. as the low bidder for the 2015 Overlay Project, and approving Resolution No. 15-018 authorizing an agreement with T. LaRiviere Equipment and Excavation, Inc. for the 2015 Open Trench Project in the amount of \$142,835.00. Motion carried.

The meeting adjourned at 5:03 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

Public Works STAFF REPORT

DATE: April 27, 2015
FROM: Tim Martin, Street Superintendent
SUBJECT: Assistant Street Superintendent/ Ongoing Organizational Shift

DECISION POINT:

The purpose of this staff report is to look for input and update the department and city needs.

HISTORY:

With an upcoming retirement (Field Supervisor), the department is looking to add a valued focus into the process and expand our capabilities. Since the retirement of the Assistant Street Superintendent in 2012, this position has laid dormant in the department budget unfunded. Since this time we have had (2) two supervisors retire and a third field supervisor is retiring in September.

PERFORMANCE ANALYSIS

This position classification will have more added managerial focus on the day-to-day operations, supervisory duties and managing teams and tasks. I believe the position is crucial to next phase of the department organizational shift. This person will have an opportunity to be settled in place and have knowledge of the department and its personnel as we move forward with the final step in the department re-organization.

FINANCIAL ANALYSIS:

The Assistant Street Superintendent position is not in the current financial plan. The Street Department will be doing the asphalt patching work for the Water Department this summer. This will save the Water Department money, is a process improvement and generate the funding necessary to implement and sustain this position in the general fund and assist with the costs as the street department has an organizational shift. The position levels at a grade 15, \$54,537-\$76,752 per year.

DECISION POINT/ RECOMENDATION:

The purpose of this report is to ask for Council Consent to approve this department re-organization.



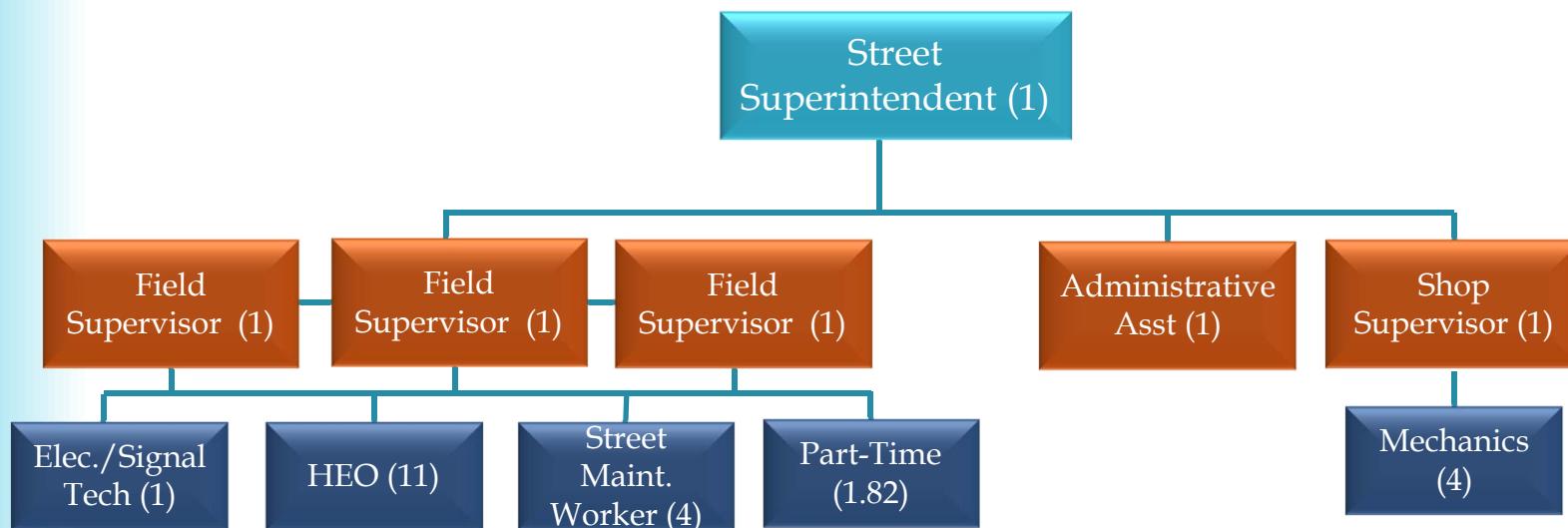
City of
Coeur d'Alene
IDAHO



City of Coeur d'Alene Street Maintenance Department

Current Organizational Chart

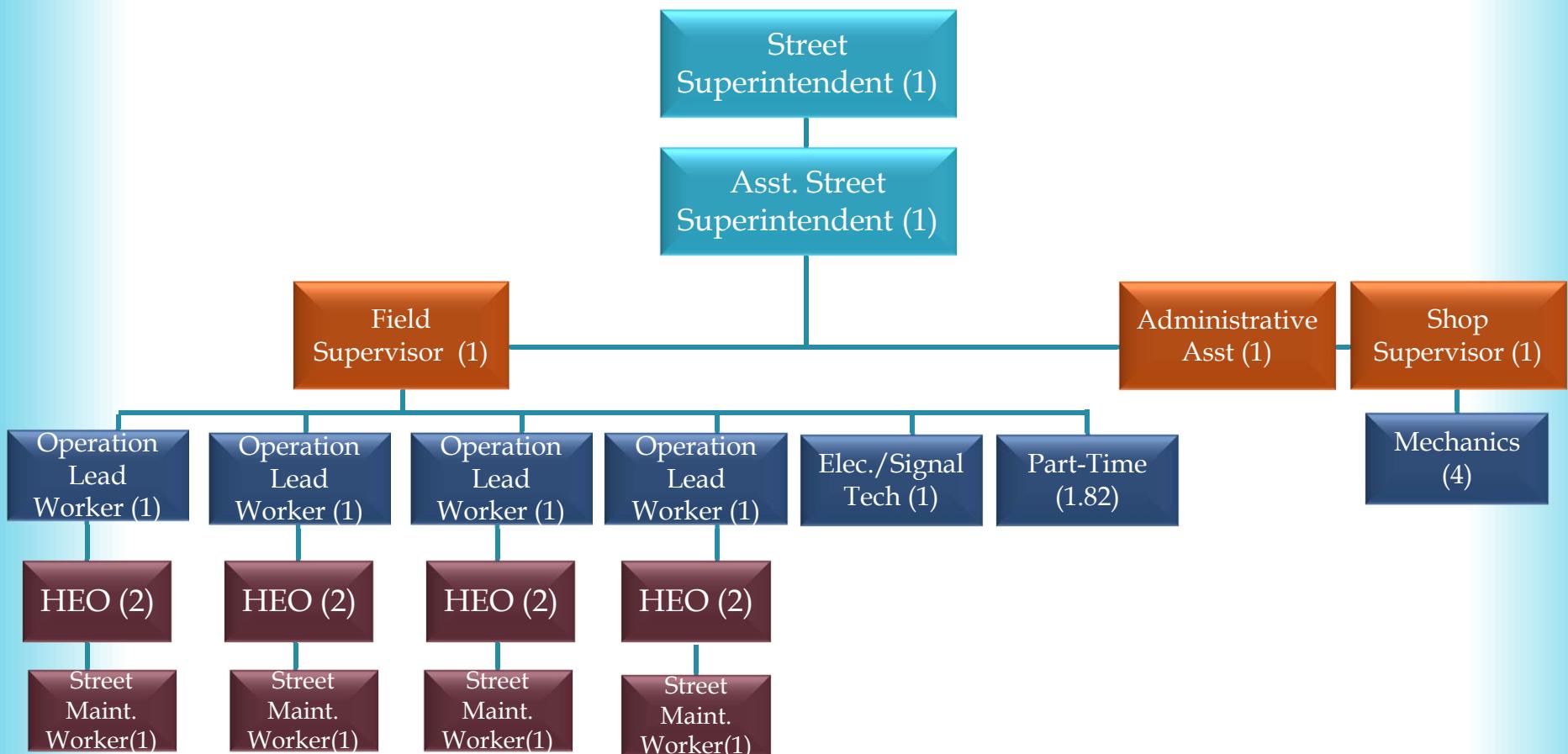
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City of Coeur d'Alene Street Maintenance Department

Re-Organizational Chart

(27.82 FTE)



**PUBLIC WORKS COMMITTEE
MINUTES
May 11, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Amy Ferguson, Executive Assistant
Gordon Dobler, Eng. Svcs. Director
Jim Hammond, City Administrator
Warren Wilson, Deputy City Attorney
Troy Tymesen, Finance Director
Tim Martin, Street Superintendent
Keith Erickson, Comm. Coordinator
Hilary Anderson, Cmty. Planning Director

Item 1 Loading Zone for Proposed Hotel on 4th Street
Agenda Item

Gordon Dobler, Engineering Services Director, presented a request for council approval of a request for loading zone (15 minute parking) on 4th Street, south of Sherman Avenue, for a proposed hotel.

Mr. Dobler stated in his staff report that the applicant, Miller-Stauffer Architects, is proposing a hotel on the southeast corner of 4th & Sherman. They contend that a loading zone in front of the hotel on 4th Street and on Sherman, is critical to its viability, and have requested approval of physical alterations to the sidewalk on 4th and installation of a loading zone (15 minute parking), as well as extending the 15 minute zone on Sherman. There would be no fiscal impact to the City. The developer would be required to bear the cost of the physical improvements on 4th Street. Maintenance costs of the signs and striping would be minimal.

Mr. Dobler further noted in his staff report that the applicant is proposing that the sidewalk on 4th Street be narrowed to 8' adjacent to the proposed loading zone in order to accommodate the road widening. In addition, staff has received requests from adjacent businesses for additional on street parking on this portion of Front Street. In order to avoid potential repercussions from the adjacent business, Council could consider reducing this portion of 4th Street to a one lane road and adding parking to the west side in conjunction with the proposed loading zone. It is staffs' understanding that the Downtown Association and the Parking Commission are aware of this request and generally have no objections.

Mr. Dobler said that modification of the sidewalk would not be specific to the hotel use, and does not require a design departure after all since the 8' sidewalk does meet downtown sidewalk standards. He further commented that if the council might want to consider balancing the available parking by adding parking to the west side of 4th Street and making 4th Street a single lane northbound.

Councilman Gookin asked if the opportunity for modification of the sidewalk and parking could be extended to everyone up and down the block, and noted that he doesn't like the idea of putting the parking where the lane is right now because it would reduce the street to one lane and delivery trucks would probably block the whole street. He further commented that there was parking there before, including parking spaces, which the city took out when it extended the sidewalks.

Mr. Dobler commented that city code allows for them to just post the 15 minute parking requirement, but two-hour parking is pursuant to ordinance. He confirmed that there is no parking garage included with the hotel project.

Councilmember Miller asked about food trucks and whether there was a requirement for them to load and unload in a 15 minute parking spot. Mr. Dobler said that there is no requirement other than not being allowed to stop traffic pursuant to the vehicle code. He further said that typically they would install a 15 minute parking sign to demarcate the zone, but with the pop out it will probably be self-designating with the sign.

Councilmember Miller asked if there have been other requests for designated no parking and/or drop off zones. Mr. Dobler said that he has received numerous requests over the years from businesses all over the city. In the downtown area they have not allowed loading and unloading zones. They may have designated 15 minute parking here and there just to keep traffic moving in front of businesses. He confirmed that the loading zone on 4th Street would take up approximately three parking spaces, and the 15 minute zone on Sherman would probably be extended into two parking spaces.

Terry Cooper, of the Downtown Association, said that ever since the design of McEuen Park, it has been taking parking off of 4th Street. It has really made an impact for fewer customers in that geographic area, so anything that could be done to help bring some parking back on 4th Street would be supported by the Downtown Association.

Councilmember McEvers stated that it is kind of irritating that we want to change everything after a year and a half. He thinks that increased parking on the other side of the street needs to come back as a separate standalone request.

Councilmember Gookin asked if one of the requested spaces could be used as a valet service. Mr. Dobler responded that it could and there are no requirements against a valet service. He also noted that if the parking spaces aren't marked, you are not required to put handicapped parking in. There is an ADA spot on Front Avenue.

MOTION: Motion by Gookin, seconded by Miller, to recommend council approval of a loading zone on 4th Street south of Sherman, and to extend the 15 minute loading zone on Sherman Avenue, and direct staff to come back to council with a proposal for all parking options and recommendations regarding the rest of the parking south of 4th Street. Motion carried.

Item 2 Approval of Standard Drawings Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for council approval of various standard drawings which have been recently revised.

Mr. Dobler noted in his staff report that the Water and Wastewater departments have reviewed the existing drawings and Water has added several more new drawings. In addition, Engineering revised several drawings to address minor housekeeping issues. There is no cost associated with adopting the standards. There may be a small cost differential to property owners and developers in implementing the new standards. The revisions and additions will result in lower maintenance costs, uniformity, and consistency.

Mr. Dobler said that the last time the drawings were revised was in 2008. They have compiled all of the changes to bring forward at one time. Most of the changes are very minor changes, with no major changes.

Councilmember Miller said that her concern was the process by which the engineers and contractors would get the revisions and if they would have time to tool them into what they are doing this year. Mr. Dobler said that these are policies, not ordinances, which are interpreted for best fit. The department tries not to hold them over people's heads. They are integrated on a drawing by drawing basis, and the department will notify the engineers and contractors that the drawings having changes and are available online.

Mr. Dobler explained that by having everything the same for standard drawings, it creates efficiencies by knowing what materials to stock, etc. He confirmed that there is no conflict with the Idaho Standard Public Works Codes.

MOTION: Motion by Miller , seconded by Gookin, to recommend approval of Resolution No. 15-023 approving the revised standard drawings as requested. Motion carried.

Item 3 Approval of State/Local Agreement for Design of Seltice Way Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for council approval of an agreement with ITD for design of Seltice Way, from Huetter Avenue to Northwest Boulevard.

Mr. Dobler stated in his staff report that in 2013, the city applied for a federal grant of \$305,000 for the design only. The grant was approved for this fiscal year. The agreement must be fully executed by both parties prior to the end of the month in order to retain the funding. There is a 7.34% match required, so the total match for design is estimated at \$22,387. Staff anticipates that the cost for design will exceed the grant amount and, therefore, they have obtained a commitment from LCDC for an additional \$250,000 this fiscal year. The total project cost including construction is estimated to be \$3,705,000; however, this will probably increase once final design is complete. The city has budgeted the match for design this fiscal year. Although funds for construction are not programmed yet, it is anticipated that they will be available in Fiscal Year 2020 or 2021.

Mr. Dobler explained that the agreement is time sensitive and that signing the agreement obligates the money. Councilmember McEvers asked who will have input on the design. Mr. Dobler said that the design is pretty standard and most of it will be reconstructing what is already out there and making the street conform to existing code. Councilmember McEvers asked about the special interests who would want a say in what it looks like. Mr. Dobler said that they have actually had a fair amount of interaction already and are on track with bike lanes. They have had some discussion regarding bike lanes with regard to the proposed annexation to the mill site. He will carry that design forward, but will also come back to the Ped/Bike Committee and check in when they have something to show them.

Councilmember Gookin said that he is uncomfortable with the process of having the mayor sign the agreement prior to the council voting on it. Mr. Hammond explained that this has come up quickly because of ITD. There was no forewarning that they needed the agreement by the end of the month. He suggested that council can put this item as an emergency agenda item on the Council's workshop tomorrow.

Mr. Dobler said that he would contact ITD in the morning regarding having the agreement to them by the middle of next week. They aren't comfortable with that, then they can put it on the agenda for tomorrow's council meeting.

Mr. Dobler confirmed that this is a budgeted item. Councilmember Miller asked Mr. Dobler to modify the staff report to include the reason why this item came up so quickly, and to clarify the numbers.

MOTION: Motion by Gookin, seconded by Miller, to recommend that council approve Resolution No. 15-024, authorizing the State/Local Agreement with ITD for the design of Seltice Way. Motion carried.

**Item 4 Prairie Trail Crossing Bella Terra (formerly Hawks Nest) Subdivision
Consent Calendar**

Warren Wilson, Deputy City Attorney presented a request for council approval of the development of a signalized at-grade crossing of the Prairie Trail at the intersection of Carrington Lane and Hanley Avenue in the Bella Terra subdivision.

Mr. Wilson stated in his staff report that on November 4, 2014 the City Council approved a contract with Welch-Comer to study the viability of grade separated crossings (either a tunnel or a bridge) at the intersection of the Prairie Trail and the future extensions of Hanley Avenue and Carrington Lane as well as providing cost estimates for each alternative. Cost estimates were necessary to enable staff to determine the feasibility of obtaining grant funding for the potential development of grade separated crossings. Welch-Comer has now provided its final report and recommends the development of a signalized at-grade bike crossing rather than a grade separated crossing because of site topography and cost. Development costs for a signalized at-grade bike crossing would be nominal since much of the cost would be the responsibility of the developer in developing the required intersection. The League of American Bicyclists has indicated that a signalized at-grade bike crossing would have the largest impact in the city's goal of becoming a silver level bike friendly community due to its ease of use and sense of safety as compared to a grade-separated crossing. Based on this information and the potential cost, staff recommends developing a signalized at-grade bike crossing; however, the Ped/Bike Committee and the Centennial Trail Foundation have indicated that the preference of each group is a bridge, tunnel, at-grade crossing, in that order.

Mr. Wilson presented a video showing the proposed at-grade crossing signal. He noted that it is cutting-edge design. He explained that staff recommends an at-grade crossing because they have to work around water, wastewater, and topography. The area is exceedingly flat so to get enough grade to go up or down, you would have to start way back on the trail, and if there are two spans, you would be doubling the cost. They looked at grant opportunities for a grade-separated crossing for funding for the 2018 grant cycle in the amount of \$500,000, but they would have to compete for that number and would probably have to come up with the rest of the money in-house.

Mr. Wilson explained that the at-grade crossing signal could be similar to a signal in Clackamas County, Oregon. No buttons are required to be pushed and a detection loop is used that picks up the bikes, and not pedestrians. The bike lane is on the diagonal so most of the signal is shielded to avoid confusion with other drivers. In addition, there is a "bike" in the light signal.

Mr. Wilson said that their recommendation is to pursue the at-grade crossing as their permanent solution, rather than hoping they might get a grant that would only pay for a portion of the grade-separated crossing. The cost would be significantly less for the at-grade crossing, and there are perceived safety issues with grade-separated crossings. The developer is planning on starting construction this summer.

Councilmember Miller asked what is the learning curve for the diagonal crossing. Mr. Dobler said that within two weeks, the bicyclists using the Clackamas County signal had figured it out. Councilmember Miller asked if this at-grade crossing was done and then a couple of years down the road the Centennial Trail Foundation came up with the money and wanted to put a bridge crossing in there, could it be done. Mr. Wilson said that it could be done but would be difficult once the roads are completed. He also noted that one of the problems with bridges is that there are back yards where the bridge would go so there would be a perceived loss of privacy. He also commented that Chris Bosley, Chairman of the Pedestrian and Bicycle Committee, recommends an at-grade crossing.

Mr. Hammond explained that at this point, the council is not obligating any dollars – they are just giving guidance to staff which direction they should move in regard to design. As development grows and at some point council wants to put something in to accommodate the trail, this would be the design that would be used, and certainly the at-grade crossing makes the most sense from an affordable point of view.

MOTION: Motion by Miller, seconded by Gookin, to recommend that Council approval of Resolution 15-024 approving the development of a signalized at-grade crossing of the Prairie Trail at the intersection of Carrington Lane and Hanley Avenue in the Bella Terra subdivision. Motion carried.

**Item 5 Property Swap with the Coeur d'Alene North Owner's Association
Consent Calendar**

Warren Wilson, Deputy City Attorney, presented a request to declare the City's intent to exchange property with the Coeur d'Alene North Owners Association and set a public hearing for a proposed swap of real property with the Coeur d'Alene North Owner's Association.

Mr. Wilson stated in his staff report that the City owns the small triangle of real estate that serves as the entrance into the Coeur d'Alene North parking garage. The property is heavily encumbered with an access easement for the Coeur d'Alene North building, a 20' no-build easement along the eastern property line in favor of the abutting property to the east as well as a remnant of the flood protection wall. The City has leased this property to the Coeur d'Alene North Owner's Association for a term of 25 years. The lease includes a provision that the parties would pursue a trade of this real estate if another parcel of land of equivalent value could be located. The City recently determined that portions of Northwest Boulevard along the Coeur d'Alene North frontage is not wholly within City owned right of way. As such, staff has worked with the Coeur d'Alene North Owner's Association to prepare the proposed property swap. Under the terms of the proposed exchange, the City would obtain a sliver of property along Northwest Boulevard to place all of Northwest Boulevard in City owned right of way and a 9 foot wide easement to allow for the placement of traffic control devices and signage, utilities and sidewalks. Additionally, the City would retain an easement to maintain the flood protection wall for as long as is necessary. The Coeur d'Alene North Owner's Association would receive Lot 1, Block 2, Isles of Troy Subdivision and \$250, which represents the lease payments on the property. The proposed trade is significant for the City because it gives the City complete ownership of Northwest Boulevard in this area. The proposed land exchange requires a public hearing.

Councilmember Gookin asked what a prescriptive easement is and why the city doesn't have one. Mr. Wilson explained that a prescriptive easement is not self-actuating, but is something that you can go to court and argue about.

Councilmember Miller clarified that the lease payment is a one-time payment of \$250.00. Mr. Wilson said that it is, and that it was a nominal value lease for a nominal value piece of property. He also noted

that they anticipate that the flood protection wall may be able to be removed after the dike recertification, but for now they will retain an easement.

MOTION: Motion by Gookin, seconded by Miller, to recommend council approval of Resolution 15-024 declaring the City's intent to exchange property with the Coeur d'Alene North Owners Association and set a public hearing for a proposed swap of real property with the Coeur d'Alene North Owners Association. Motion carried.

The meeting adjourned at 5:08 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: May 11, 2015
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Loading zone for proposed hotel on 4th St.

DECISION POINT

For Council to approve or deny the request for a loading zone (15 min parking) on 4th Street, south of Sherman Ave, for a proposed hotel

HISTORY

The applicant, Miller-Stauffer Architects, is proposing a hotel on the southeast corner of 4th and Sherman (see attached). They contend that a loading zone in front of the hotel, on 4th street and on Sherman, is critical to its viability. They have requested approval of physical alterations to the sidewalk on 4th and installation of loading zone (15 min parking), as well as extending the 15 min zone on Sherman.

FINANCIAL ANALYSIS

There would be no fiscal impact to the City. The developer would be required to bear the cost of the physical improvements on 4th street. Maintenance costs of the signs and striping would be minimal.

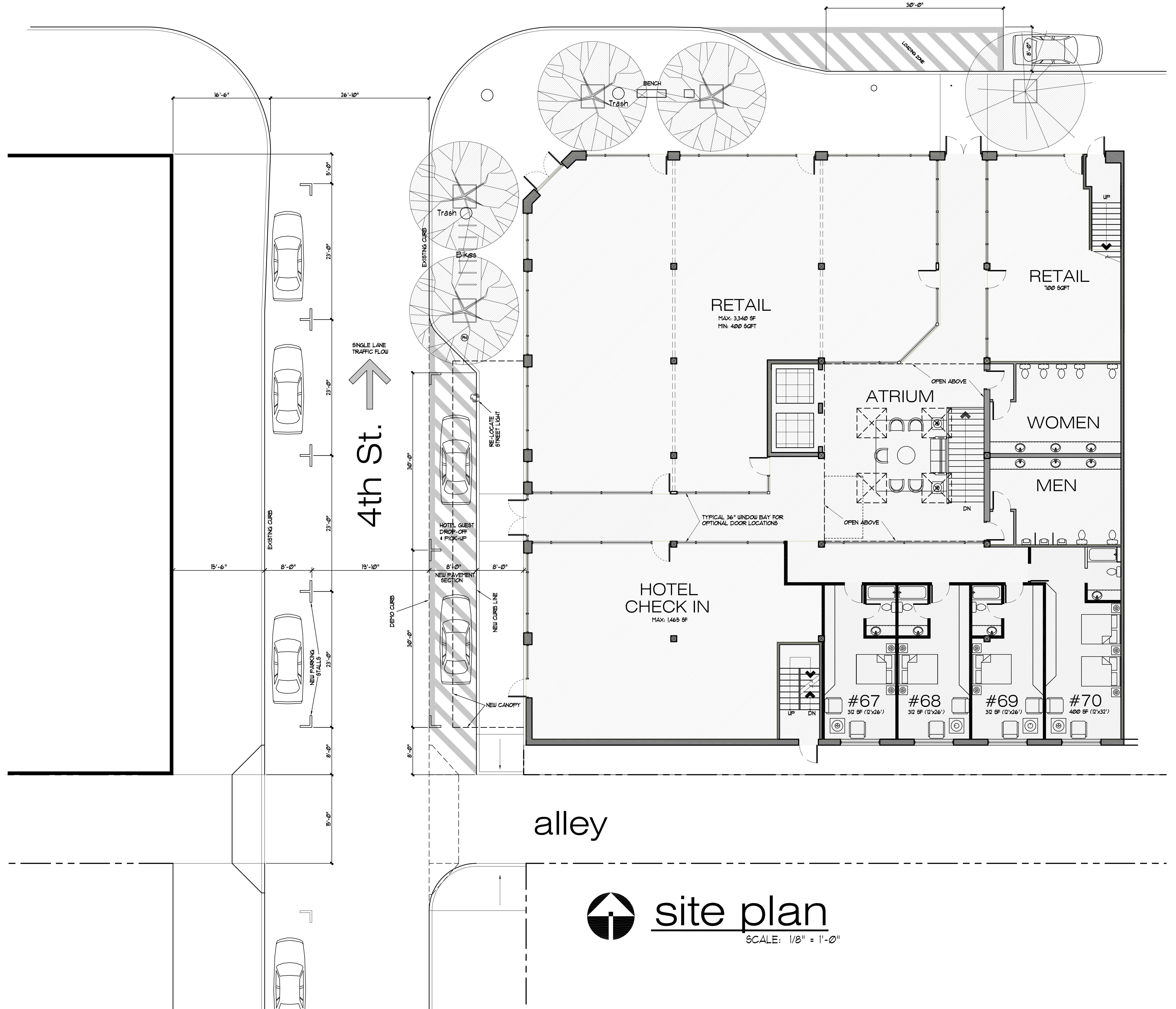
PERFORMANCE ANALYSIS

The applicant is proposing that the sidewalk on 4th St would be narrowed to 8' adjacent to the proposed loading zone in order to accommodate the road widening. This would require a design departure approval from the Planning Director. In addition, staff has received requests from adjacent businesses for additional on street parking on this portion of Front street. In order to avoid potential repercussions from the adjacent business, Council could consider reducing this portion of 4th St to a one lane road and adding parking to the west side in conjunction with the proposed loading zone. Staff has reviewed this option and believes that it could be facilitated. It is staff's understanding that the Downtown Association and the Parking Commission are aware of this request and generally have no objections.

RECOMMENDATION

Council may approve or deny the subject request and consider the one lane alternative with the addition of parking on the west side of 4th street.

Sherman Ave



—
—
—

Elder Building
402 E Sherman Ave.
Coeur d'Alene, Idaho

Site Plan
Loading Spaces
Scale: 1/8" = 1'-0"

MILLERSTAUFFER

ARCHITECTS

601 FRONT AVE. STE. 201 // COEUR D'ALENE, ID 83814 // PH 208+664-1773

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Monte J. Miller
STATE OF IDAHO

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

May 19, 2015

From: Bill Greenwood Park & Recreation Superintendent

Subject: AGREEMENT FOR FOOD CONCESSION AT HARBOR HOUSE

Decision Point: Approval of the Concession agreement at the Rotary Harbor House with Randy and Akiko Folk for 2015 season.

History: Last season was the first year for concessions only at Rotary Harbor House. This year we advertised for an RFP concession to included Beer and Wine sales in a specific “Garden Area” that is roped off.

Financial Analysis: The Folks were the only responsive bidder. The fee for the 2015 season was \$6250; additionally the Folks will pay 5% of all beer and wine sales over \$50,000.

Performance Analysis: The food vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to daily park visitors and new visitors.

Decision Point: Approval of the Concession agreement at the Rotary Harbor House with Randy and Akiko Folk for 2015 season.

RESOLUTION NO. 15-025

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING LEASE OF THE ROTARY HARBOR HOUSE CONCESSIONS TO RANDY
AND AKIKO FOLK DBA TIKI HUT HOSPITALITY.**

WHEREAS, staff has recommended that the City of Coeur d'Alene enter into a lease agreement with Randy and Akiko Folk dba Tiki Hut Hospitality, a copy of which lease agreement is attached hereto marked Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the city enter into a lease agreement with Randy and Akiko Folk dba Tiki Hut Hospitality, a copy of which lease agreement is attached hereto marked Exhibit "A" and by reference made a part hereof.

BE IT FURTHER RESOLVED, that the City enter into a lease agreement with Randy and Akiko Folk dba Tiki Hut Hospitality with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said lease 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 Lease Agreement on behalf of the City.

DATED this 19th day of May, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

LEASE AGREEMENT

THIS CONTRACT, made and entered into this 19th day of May, 2015, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and **RANDY and AKIKO FOLK, d/b/a TIKI HUT HOSPITALITY**, with its principal place of business at 2019 Crestline Drive, Coeur d'Alene, Idaho 83814 hereinafter called "Folks,"

W I T N E S S E T H:

THAT, WHEREAS, Folks have been awarded the contract for a food concession at a McEuen Park Harbor House as shown on Exhibit "A" which is attached hereto and hereby declared and incorporated herein by reference;

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, Folks shall operate and maintain a food concession at the McEuen Park Harbor House ("Harbor House") according to the terms set forth herein and under the penalties expressed herein.

Section 1. Use of Leased Premises: Folks agree to operate a food and beverage concession at the Harbor House for the term of this Agreement. The Harbor House is to be operated for public outdoor recreation purposes in compliance with the provisions of the Land and Water Conservation Fund Act and implementing guidelines (36 CFR 59). Folks agree to include in all signage, literature and/or advertising that the Harbor House is a City owned public outdoor recreation facility.

Section 2. Term and Days of Operation: The term of this Agreement will run through December 31, 2015. Folks are required to operate the concession stand daily from 10:00 a.m. until 9:00 p.m. until September 7, 2015. Beginning September 8, 2015 and ending September 30, 2015, Folks may close the concession stand at 6:00 p.m. Folks may elect to open the concession stand between 10:00 a.m. and 9:00 p.m. at other times during the term of this Agreement.

Section 3. Lease Payment: Folks will pay the City the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) as payment for use of the leased facility. Additionally, Folks will pay to the City 5% of all beer and wine sales, if any, over Fifty Thousand Dollars (\$50,000.00). The initial lease payment is due to the City upon execution of this Agreement. Payment for beer and wine sales will be due no later than January 15, 2016. Folks agree to keep and maintain beer and wine sales records to document the amount of sales and agrees that the City may audit these records following five (5) days' notice.

Section 4. Health Permit: Folks agree to obtain a health permit as required by law for the Harbor House. The permit must be displayed in a conspicuous place at the leased premises. A copy of the health permit is required to be provided to the City Clerk within two (2) weeks of the effective date of this Agreement.

Section 5. Food: Folks may serve all foods within the scope of the health permit. The Folks must also offer healthy options as part of the “Let’s Move CDA” as adopted by City Council. See Exhibit “B”. The Folks must also display Exhibit “C” on-site during operational hours.

Section 6. Beer and Wine: Folks may sell beer and wine from the food concession for on-site consumption if they obtain all necessary state and local licenses. All licenses are required to be displayed in a conspicuous place. Beer and wine consumption must be limited to the area depicted on the attached Exhibit “A”. Folks must take reasonable steps to prevent beer and wine from leaving the depicted area.

Section 7. Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks & Recreation Director.

Section 8. Competitive Prices: Folks agree that the prices charged for all items at the concession will be competitive with similar private facilities in the City.

Section 9. Community Relations: The Folks agree they and their employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, Folks must become familiar with the immediate area including North Idaho College, Coeur d’Alene Resort, Tubbs Hill, McEuen Park and the Visitors Center.

Section 10. Appropriate Attire: Folks agree they and their employees must be appropriately dressed at all times in either an approved T-shirt or polo shirt with identifying logo and pants or shorts extending to mid-thigh.

Section 11. Staffing: Folks’ food concession must be staffed by at least one employee at all times. Folks will require all employees to comply with the requirements of this Agreement.

Section 12. Refuse: Folks agree not to dispose of their refuse at a City maintained trash receptacles. Refuse must be removed from site and disposed of at Folks’ expense. The Harbor House concession and immediately surrounding site must be kept clean at all times.

Section 13. Not Exclusive: Folks understand and agree that the City from time to time during the term of this permit may allow other food and non-food concessions to operate in McEuen Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of any concerts, or any special event in the park including, but not limited to, Ales to Trails, Smoke on the Water, the Fourth of July, and sports tournaments.

Section 14. Worker’s Compensation: Folks agree to maintain worker’s compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should Folks fail to maintain such insurance during the entire term hereof, Folks shall indemnify the City against any loss resulting to the City from such failure, either by way of

compensation or additional premium liability. Folks shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 15. Compliance with Civil Rights and Accessibility Laws: Folks agree to comply with all applicable civil rights and accessibility laws (e.g., Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Americans with Disability Act). Folks will indicate compliance with these acts by posting signs in conspicuous locations at the Harbor House and statements in public information and brochures, etc.

Section 16. Negligent or Wrongful Act: Folks agree to indemnify, defend and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents, or employees. Folks further agree, at Folks' cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of Folks' concession or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents or employees.

Section 17. City Ordinances: Folks shall abide by all applicable City ordinances and regulations.

Section 18. Glass Containers: Folks agree not to dispense drinks in glass containers.

Section 19. Violation of Regulations: Folks agree that the City may inspect the Harbor House concession area at any time during business hours and may inspect Folks records and sales receipts with five (5) day's to ensure that the provisions of this Agreement are being complied with. Folks understand that any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or termination of this Agreement, forfeitures of the full consideration, and Folks may not be allowed to rebid or resubmit a proposal for a period of three (3) years.

Section 20. Non-transferable: Folks also agree and understand the Harbor House concession site cannot be transferred to another vendor without permission of the City.

Section 21. No Truck Parking: Except for parking in lawfully designated parking spaces, neither Folks nor their agent (s) or employees shall park trucks or other vehicles adjacent to the concession site for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this Agreement.

Section 22. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 23. Time is of the Essence: It is understood that time is of the essence and should Folks fail to perform all of the covenants herein required of them, the City may declare this Agreement forfeited, Folks shall cease operation of the concession at the location, and any monies paid shall be pro rated as of the date of forfeiture. However, that before declaring such forfeiture, the City shall notify Folks in writing of the particulars in which the City deems Folks to be in default and Folks will have three (3) days to remedy the default.

Section 24. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to Folks at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/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).

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and Folks have caused the same to be signed, the day and year first above written.

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

By: _____
Steve Widmyer, Mayor

LESSEE:
RANDY AND AKIKO FOLK
dba Tiki Hut

By: _____
Randy Folk

By: _____
Akiko Folk

By: _____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19TH day of May, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, 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 May, 2015, before me, a Notary Public, personally appeared **Randy Folk** whose name is subscribed to the within instrument and acknowledged that he 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 May, 2015, before me, a Notary Public, personally appeared **Akiko Folk** whose name is subscribed to the within instrument and acknowledged that she 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"

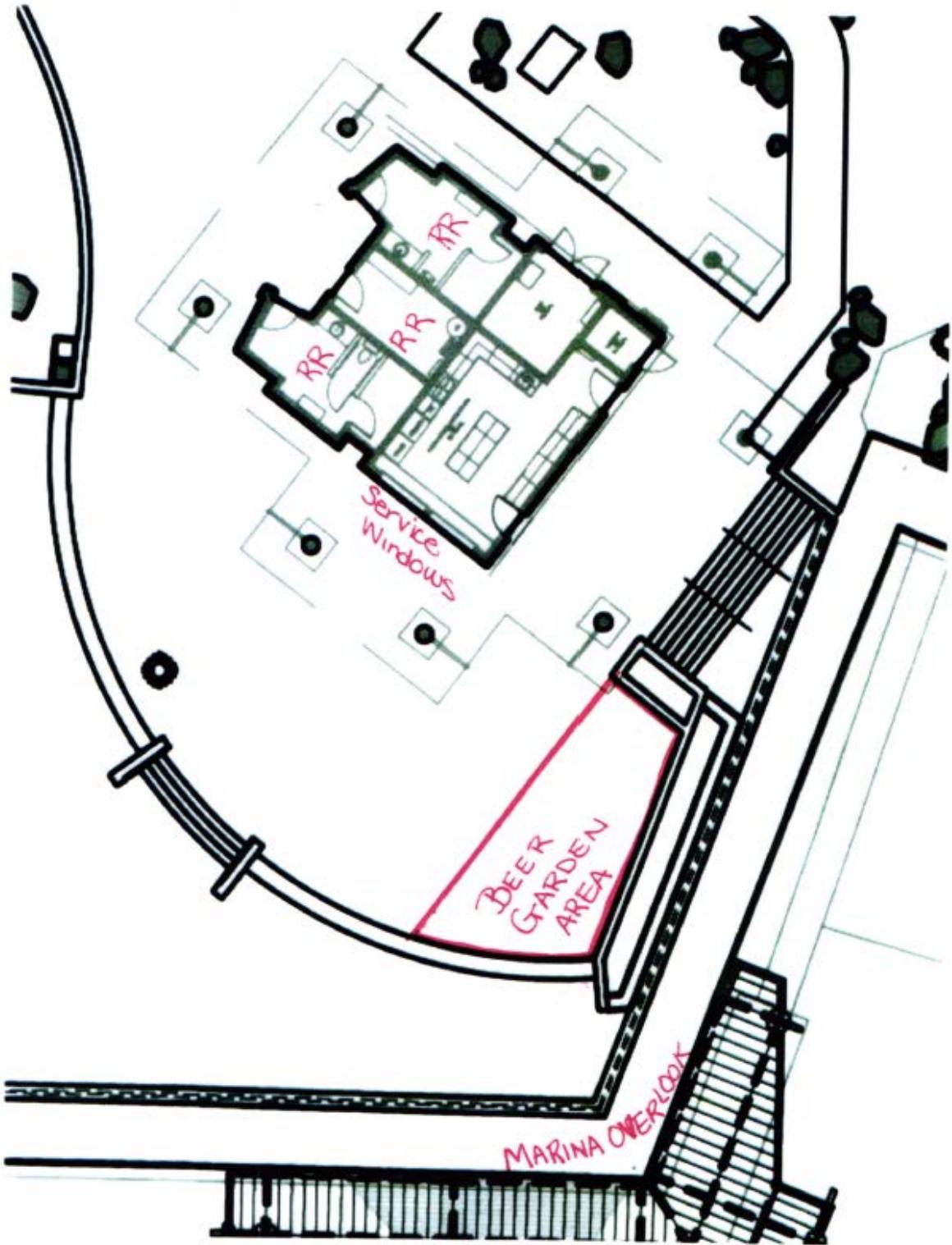


EXHIBIT "B"



JOIN LET'S MOVE! TO BUILD A HEALTHY COMMUNITY AND RECEIVE NATIONAL RECOGNITION FOR YOUR EFFORTS

Let's Move! Cities, Towns and Counties (LMCTC) is part of First Lady Michelle Obama's comprehensive *Let's Move!* initiative, which is dedicated to reversing the childhood obesity epidemic within a generation. With funding from the Robert Wood Johnson Foundation, the National League of Cities (NLC) is providing technical assistance and tools to local elected officials who are participating in LMCTC and striving to build healthy communities.



HOW DOES IT WORK?

LMCTC helps local elected officials develop long-term, sustainable, and holistic strategies that promote improved nutrition and increased physical activity in their communities.

LMCTC unifies the efforts of cities, towns and counties across the country in pursuing five measurable and achievable goals, which were developed with input from local elected officials:

- I. Start Early, Start Smart: Provide children in early care and education settings with a healthy start.
- II. MyPlate, Your Place: Display MyPlate in city- and county-owned venues that serve food.
- III. Smart Servings for Students: Increase participation in school breakfast and lunch programs.
- IV. Model Food Service: Adopt healthy food service guidelines at city- and county-owned venues that serve food.
- V. Active Kids at Play: Take steps to promote physical activity.

BE RECOGNIZED!

Participating communities are awarded bronze, silver, and gold medals for achieving specific benchmarks pertaining to each goal. Local elected officials from these communities are able to showcase their accomplishments and learn about the progress their peers make by visiting the initiative's website.

CITIES PARTICIPATING IN LMCTC BENEFIT BY:

- Receiving national recognition when they achieve LMCTC goals, including opportunities to be recognized by the First Lady
- Gaining access to technical assistance from experts across the federal government and nonprofit sector
- Having a variety of opportunities to learn what works at the local level
- Sharing success stories and discussing challenges with peers in other communities
- Participating in a national movement to build healthy communities for a healthy future

NLC is working in partnership with the U.S. Department of Health and Human Services, and with the support of the U.S. Department of Agriculture, the National Association of Counties and other nonprofit organizations, to assist local elected officials who join LMCTC as they implement policy and environmental changes to prevent childhood obesity.

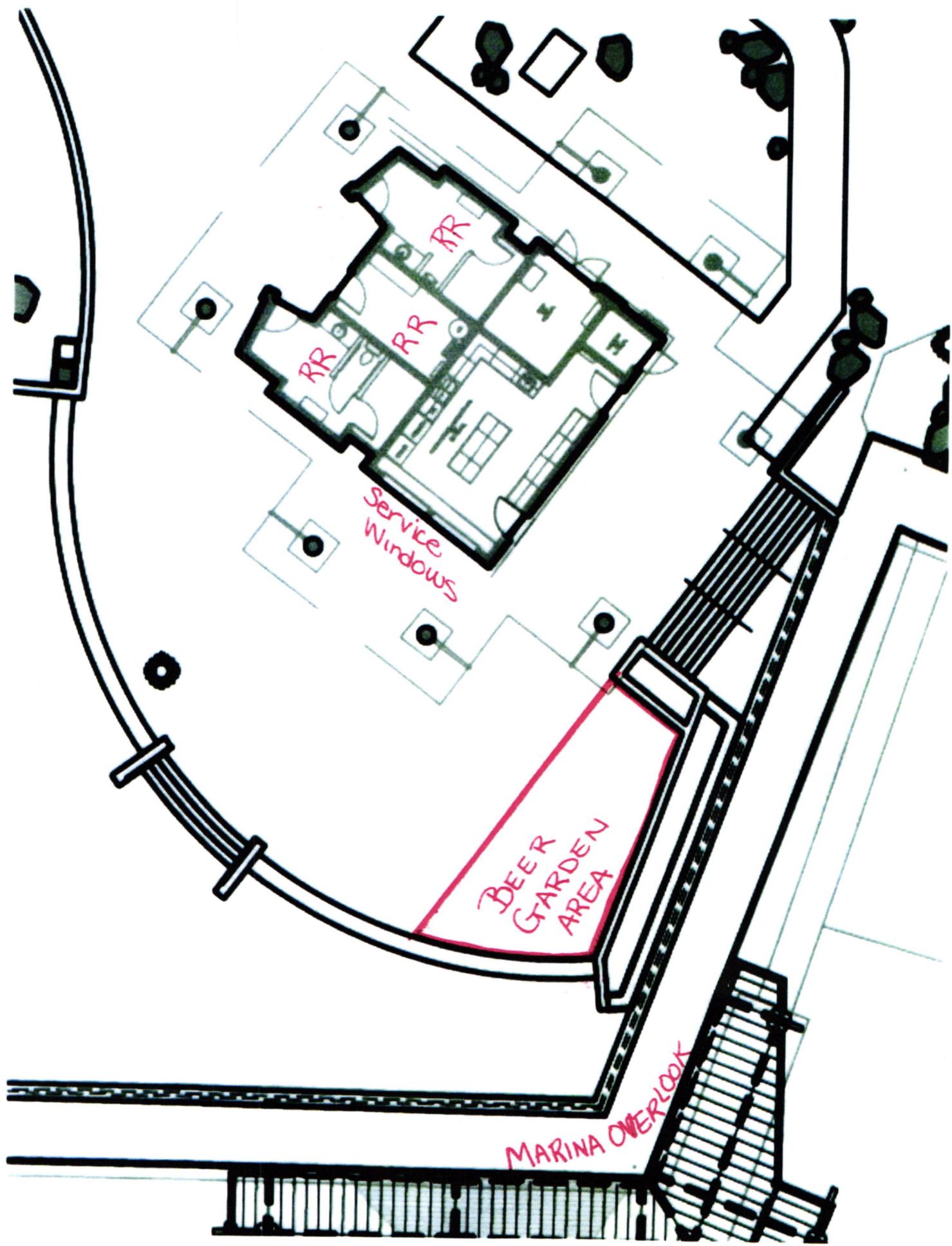
NATIONAL
LEAGUE
of CITIES

NACo National Association of Counties

Learn more about *Let's Move!* Cities, Towns and Counties by visiting: www.HealthyCommunitiesHealthyFuture.org

EXHIBIT "C"





COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER

A. INTRODUCTION

This matter having come before the City Council on, April 21, 2015, and there being present a person requesting approval of ITEM A-1-15, a request for zoning prior to annexation from County Industrial to City C-17 (Commercial at 17units/acre) zoning district.

APPLICANT: CITY OF COEUR D'ALENE

LOCATION: +/- 9.557 ACRES OF FORMER RAILROAD PROPERTY LYING BETWEEN THE EAST END OF MILL RIVER SUBDIVISION AND RIVERSTONE DEVELOPMENT.

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

RELIED UPON

B1. That the existing land uses are commercial to the north and across Seltice Way and Riverstone Development further to the east. Mill River Subdivision to the west. Vacant unincorporated property is to the north, and south of a portion of the subject property.

B2. That the Comprehensive Plan Map designation is Transition.

B3. That the zoning is County Industrial.

B4. That the notice of public hearing was published on, April 4, 2015, 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 88 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 3, 2015.

B7. That public testimony was heard on April 21, 2015 with no public comments being received.

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

Objective 1.03 – Waterfront Development: Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.

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

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 1.16 – Connectivity: Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, park's and trail systems.

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

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

Objective 3.13 – Parks: Support the development, acquisition, and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.

Objective 3.14- Recreation: Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space, passive parks, and water access for people and boats.

This property is located in the Spokane River District that includes a mix of commercial and residential properties.

- B9. That, based on the staff report, public facilities and utilities are available and adequate for the proposed use.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is relatively flat and has no significant development constraints.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the zoning is consistent with the surrounding zoning and the surrounding area is currently undeveloped.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of THE CITY OF COEUR D'ALENE for zoning prior to annexation, as described in the application should be approved.

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

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

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member McEvers	Voted Yes
Council Member Adams	Voted Yes
Council Member Miller	Voted Yes

Motion to approve carried by a 6 to 0 vote.

MAYOR STEVE WIDMYER

ORDINANCE NO. ____
COUNCIL BILL NO. 15-1008

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, A +/- 9.557 ACRES OF FORMER RAILROAD PROPERTY LYING BETWEEN THE EAST END OF MILL RIVER SUBDIVISION AND RIVERSTONE DEVELOPMENT, MORE SPECIFICALLY DESCRIBED AS A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, GOVERNMENT LOTS 1, 2 AND 3 AND THE NORTHEAST QUARTER OF SECTION 10, ALL LOCATED IN TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; 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 (Commercial at 17 units/acre).

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, is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director 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. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 19, 2015.

APPROVED by the Mayor this 19th day of May, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Annexation A-1-15 – BNSF RAILROAD R.O.W.

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, A +/- 9.557 ACRES OF FORMER RAILROAD PROPERTY LYING BETWEEN THE EAST END OF MILL RIVER SUBDIVISION AND RIVERSTONE DEVELOPMENT, MORE SPECIFICALLY DESCRIBED AS PORTION OF GOVERNMENT LOT 4 OF SECTION 9, GOVERNMENT LOTS 1, 2 AND 3 AND THE NORTHEAST QUARTER OF SECTION 10, ALL LOCATED IN TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; 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.

Renata McLeod, 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-1-15 – BNSF RAILROAD R.O.W., 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 19th day of May, 2015.

Warren J. Wilson, Chief Civil Deputy City Attorney

**LEGAL DESCRIPTION
BURLINGTON NORTHERN RAILROAD
ANNEXATION AREA**

That portion of Government Lot 4 of Section 9, Government Lots 1, 2 and 3 and the Northeast Quarter of Section 10, all located in Township 50 North, Range 4 West, Boise Meridian, described as follows;

COMMENCING at the Northwest corner of said Government Lot 4 of said Section 9, which bears South 88° 01' 10" East a distance of 1326.55 feet from a 2 inch Aluminum cap per Corner Perpetuation and Filing recorded under instrument number 2020878000, records of Kootenai County, Idaho, marking the North Quarter of said Section 9; Thence along west line of said Government Lot 4, South 01° 59' 30" West a distance of 351.90 feet to a 5/8 inch rebar with cap marked "PLS 4182", marking the southeast corner of Lot 1, Block 7 of Mill River 1st Addition, recorded in book J of Plats, pages 202-202D, records of Kootenai County, Idaho; Thence continuing along said west line, South 01° 59' 30" West a distance of 53.31 feet to the northerly right of way of Burlington Northern Railroad, said point being on the existing City of Coeur d'Alene city limits, said point being the **TRUE POINT OF BEGINNING**.

Thence along said northerly right of way and said City of Coeur d'Alene city limits the following 6 courses:

- 1) North 77° 31' 19" East a distance of 126.86 feet;
- 2) South 74° 58' 01" East a distance of 396.70 feet;
- 3) North 26° 22' 19" East a distance of 60.00 feet to the beginning of a non-tangent curve to the left, having a radius of 4500.00 feet;
- 4) southeasterly along said non-tangent curve, an arc length of 542.95 feet, through a central angle of 06° 54' 47", a chord bearing of South 66° 26' 54" East and a chord distance of 542.62 feet to the beginning of a non-tangent curve to the left, having a radius of 5055.00 feet;
- 5) southeasterly along said non-tangent curve, an arc length of 286.57 feet, through a central angle of 03° 14' 53", a chord bearing of South 72° 52' 34" East and a chord distance of 286.53 feet;
- 6) South 74° 30' 00" East a distance of 261.33 feet to an angle point in said City of Coeur d'Alene city limits;

Thence continuing along said northerly right of way the following 4 courses:

- 1) South 74° 30' 00" East a distance of 268.60 feet to the beginning of a curve to the left, having a radius of 2261.83 feet;
- 2) southeasterly along said curve, an arc length of 625.54 feet, through a central angle of 15° 50' 45", a chord bearing of South 82° 25' 23" East and a chord distance of 623.54 feet;

- 3) North $89^{\circ} 39' 15''$ East a distance of 349.95 feet to the beginning of a curve to the right, having a radius of 1175.92 feet;
- 4) southeasterly along said curve, an arc length of 295.41 feet, through a central angle of $14^{\circ} 23' 38''$, a chord bearing of South $83^{\circ} 08' 56''$ East and a chord distance of 294.64 feet to the southerly line of a Burlington Northern Railroad Spur right of way, said point being the beginning of a non-tangent curve to the left, having a radius of 1356.55 feet;

Thence along said southerly right of way the following 2 courses:

- 1) northwesterly along said non-tangent curve, an arc length of 179.52 feet, through a central angle of $07^{\circ} 34' 57''$, a chord bearing of North $65^{\circ} 20' 29''$ West and a chord distance of 179.39 feet to the beginning of a compound curve to the left, having a radius of 1697.91 feet;
- 2) northwesterly along said compound curve, an arc length 289.53 feet, through a central angle of $09^{\circ} 46' 12''$, a chord bearing of North $74^{\circ} 01' 04''$ West and a chord distance of 289.17 feet;

Thence along a non-tangent line North $01^{\circ} 58' 28''$ East a distance of 60.74 feet to the northerly line of a Burlington Northern Railroad Spur right of way, said point being the beginning of a non-tangent curve to the right, having a radius of 1757.91 feet;

Thence along said northerly right of way the following 5 courses:

- 1) southeasterly along said non-tangent curve, an arc length of 309.39 feet, through a central angle of $10^{\circ} 05' 02''$, a chord bearing of South $74^{\circ} 10' 29''$ East and a chord distance of 308.99 feet to the beginning of a compound curve to the right, having a radius of 1416.55 feet;
- 2) southeasterly along said compound curve, an arc length of 291.06 feet, through a central angle of $11^{\circ} 46' 22''$, a chord bearing of South $63^{\circ} 14' 47''$ East and a chord distance of 290.55 feet;
- 3) along a non-tangent line North $75^{\circ} 53' 44''$ East a distance of 36.00 feet;
- 4) South $01^{\circ} 58' 28''$ West a distance of 30.00 feet;
- 5) South $56^{\circ} 43' 41''$ East a distance of 248.94 feet to the northerly right of way of Burlington Northern Railroad;

Thence along said northerly right of way the following 2 courses:

- 1) South $56^{\circ} 43' 18''$ East a distance of 566.76 feet;
- 2) South $56^{\circ} 47' 34''$ East a distance of 323.88 feet to and angle point in said City of Coeur d'Alene city limits;

Thence along said City of Coeur d'Alene city limits South $56^{\circ} 47' 34''$ East a distance of 877.77 feet to the northernmost corner of annexation ordinance No. 3444, recorded under instrument No. 2366609000, records of Kootenai County, Idaho;

Thence along the west line of said annexation and said City of Coeur d'Alene city limits, South $33^{\circ} 12' 26''$ West a distance of 60.00 feet to the northeast corner of Block 38 of Riverside Park Addition, recorded in book B of Plats, page 138, records of Kootenai County, Idaho, said corner being on the southerly right of way of Burlington Northern Railroad;

Thence along said southerly right of way the following 6 courses:

- 1) North $56^{\circ} 47' 34''$ West a distance of 1201.69 feet;
- 2) North $56^{\circ} 43' 18''$ West a distance of 566.80 feet to the beginning of a curve to the left, having a radius of 1115.92 feet;
- 3) northwesterly along said curve, an arc length of 654.88 feet, through a central angle of $33^{\circ} 37' 27''$, a chord bearing of North $73^{\circ} 32' 02''$ West and a chord distance of 645.52 feet;
- 4) South $89^{\circ} 39' 15''$ West a distance of 349.95 feet to the beginning of a curve to the right, having a radius of 2321.83 feet;
- 5) northwesterly along said curve, an arc length of 642.13 feet, through a central angle of $15^{\circ} 50' 45''$, a chord bearing of North $82^{\circ} 25' 23''$ West and a chord distance of 640.09 feet;
- 6) North $74^{\circ} 30' 00''$ West a distance of 253.07 feet to an angle point in said City of Coeur d'Alene city limits;

Thence along said southerly right of way and said City of Coeur d'Alene city limits the following 7 courses:

- 1) North $74^{\circ} 30' 00''$ West a distance of 276.86 feet to the beginning of a curve to the right, having a radius of 5115.00 feet;
- 2) northwesterly along said curve, an arc length of 289.97 feet, through a central angle of $03^{\circ} 14' 53''$, a chord bearing of North $72^{\circ} 52' 33''$ West and a chord distance of 289.93 feet;
- 3) North $71^{\circ} 15' 07''$ West a distance of 66.36 feet;
- 4) South $18^{\circ} 44' 53''$ West a distance of 20.00 feet;
- 5) North $71^{\circ} 15' 07''$ West a distance of 181.93 feet to the beginning of a curve to the left, having a radius of 1330.00 feet;
- 6) northwesterly along said curve, an arc length of 328.50 feet, through a central angle of $14^{\circ} 09' 06''$, a chord bearing of North $78^{\circ} 19' 40''$ West and a chord distance of 327.67 feet;
- 7) North $85^{\circ} 24' 13''$ West a distance of 455.39 feet to the west line of said Government Lot 4;

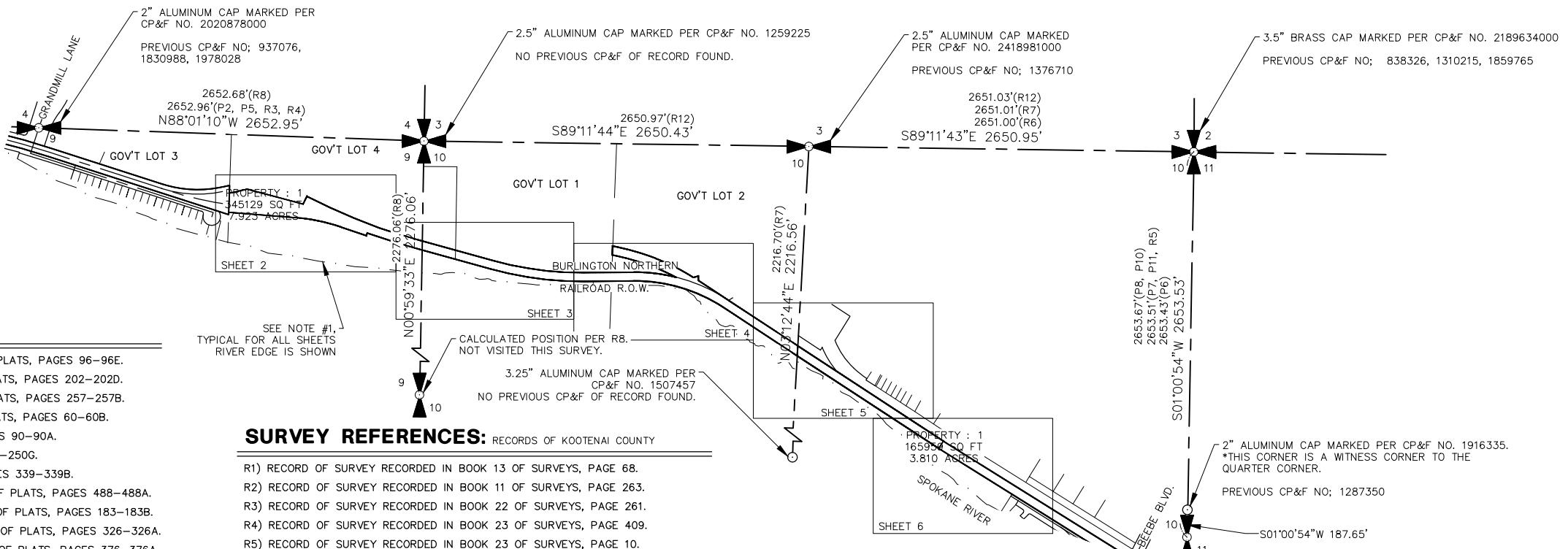
Thence along said west line and said City of Coeur d'Alene city limits, North $01^{\circ} 59' 30''$ East a distance of 131.79 feet to the **TRUE POINT OF BEGINNING.**

CONTAINING 416,284 square feet or 9.557 acres more or less.



CITY OF COEUR D'ALENE ANNEXATION ORDINANCE NO. 3509

A PORTION OF GOV'T LOT 4 OF SEC 9, GOV'T LOTS 1-3 AND THE NE 1/4 OF SEC 10, ALL IN
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



PLAT REFERENCES: RECORDS OF KOOTENAI COUNTY

- P1) PLAT OF GARAGE TOWN CONDOMINIUMS RECORDED IN BOOK J OF PLATS, PAGES 96-96E.
- P2) PLAT OF MILL RIVER FIRST ADDITION RECORDED IN BOOK J OF PLATS, PAGES 202-202D.
- P3) PLAT OF MILL RIVER THIRD ADDITION RECORDED IN BOOK J OF PLATS, PAGES 257-257B.
- P4) PLAT OF EDGEWATER AT MILL RIVER RECORDED IN BOOK J OF PLATS, PAGES 60-60B.
- P5) PLAT OF SELTICE MEDICAL RECORDED IN BOOK K OF PLATS, PAGES 90-90A.
- P6) PLAT OF RIVERSTONE RECORDED IN BOOK I OF PLATS, PAGES 250-250G.
- P7) PLAT OF RIVERSTONE WEST RECORDED IN BOOK J OF PLATS, PAGES 339-339B.
- P8) PLAT OF RIVERSTONE WEST 1ST ADDITION RECORDED IN BOOK J OF PLATS, PAGES 488-488A.
- P9) PLAT OF RIVERSTONE WEST 2ND ADDITION RECORDED IN BOOK K OF PLATS, PAGES 183-183B.
- P10) PLAT OF RIVERSTONE WEST 3RD ADDITION RECORDED IN BOOK K OF PLATS, PAGES 326-326A.
- P11) PLAT OF RIVERSTONE WEST 4TH ADDITION RECORDED IN BOOK K OF PLATS, PAGES 376-376A.
- P12) PLAT OF RIVERSTONE WEST 5TH ADDITION RECORDED IN BOOK K OF PLATS, PAGES 446-446A.
- P13) PLAT OF BELLERIVE RECORDED IN BOOK J OF PLATS, PAGES 311-311C.
- P14) PLAT OF BELLERIVE 1ST ADDITION RECORDED IN BOOK K OF PLATS, PAGES 133-133D.
- P15) PLAT OF BELLERIVE 3RD ADDITION RECORDED IN BOOK K OF PLATS, PAGES 281-281C.
- P16) PLAT OF BELLERIVE 4TH ADDITION RECORDED IN BOOK K OF PLATS, PAGES 450-450B.
- P17) PLAT OF MERRITT OFFICE PARK RECORDED IN BOOK J OF PLATS, PAGES 36-36B.
- P18) PLAT OF SOUTH LACROSSE ADDITION RECORDED IN BOOK K OF PLATS, PAGES 373-373A.
- P19) PLAT OF BELLERIVE 5TH ADDITION RECORDED IN BOOK K OF PLATS, PAGES 467-467B.
- P20) PLAT OF RIVIERA WALK AT RIVERSTONE RECORDED IN BOOK K OF PLATS, PAGES 485-485A.
- P21) PLAT OF RIVERSTONE PLAZA RECORDED IN BOOK J OF PLATS, PAGES 500-500B.
- P22) PLAT OF FORT SHERMAN RECORDED IN BOOK A OF PLATS, PAGE 75.
- P23) PLAT OF EAST LACROSSE RECORDED IN BOOK B OF PLATS, PAGE 119.
- P24) PLAT OF RIVERSIDE PARK ADDITION FILE IN BOOK B OF PLATS, PAGE 138.

NOTES:

- EDGE OF WATER FOR SPOKANE RIVER WAS NOT SURVEYED. IT IS BASED ON KOOTENAI COUNTY ASSESSOR INFORMATION.
- INFORMATION ONLY TITLE REPORT 386640-C WAS USED IN THE PREPARATION OF THIS SURVEY.
- NUMEROUS CONFLICTING RAILROAD DATA EXISTS THROUGHOUT THE LENGTH OF THIS PROJECT.
- THIS SURVEY REPRESENTS THE BEST AVAILABLE INFORMATION BASED ON THE NUMEROUS EXISTING SURVEYS AND PLATS IN THE AREA COMBINED WITH THE TITLE REPORT INFORMATION.
- NO MONUMENTS WERE SET AS PART OF THIS PROJECT.
- ALL MONUMENTS ARE WITHIN 0.08 FEET OF THEIR COMPUTED POSITION BASED ON THE EXISTING RECORD EXCEPT WHERE NOTED.

BASIS OF BEARING

THE PROJECT IS ON IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, 2011 ADJUSTMENT AND HAS BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES USING A COMBINED ADJUSTMENT FACTOR (C.A.F.) OF 1.0000930353 AND A CONVERGENCE ANGLE OF -0°45'34" AT CONTROL POINT 122. THE COMBINED ADJUSTMENT FACTOR MUST BE APPLIED TO GRID COORDINATES TO CONVERT TO PROJECT DATUM.

PURPOSE OF SURVEY

TO ANNEX THE SUBJECT PROPERTY INTO THE CITY OF COEUR D'ALENE.

SURVEY REFERENCES: RECORDS OF KOOTENAI COUNTY

- R1) RECORD OF SURVEY RECORDED IN BOOK 13 OF SURVEYS, PAGE 68.
- R2) RECORD OF SURVEY RECORDED IN BOOK 11 OF SURVEYS, PAGE 263.
- R3) RECORD OF SURVEY RECORDED IN BOOK 22 OF SURVEYS, PAGE 261.
- R4) RECORD OF SURVEY RECORDED IN BOOK 23 OF SURVEYS, PAGE 409.
- R5) RECORD OF SURVEY RECORDED IN BOOK 23 OF SURVEYS, PAGE 10.
- R6) RECORD OF SURVEY RECORDED IN BOOK 26 OF SURVEYS, PAGE 410.
- R7) RECORD OF SURVEY RECORDED IN BOOK 3 OF SURVEYS, PAGE 323.
- R8) RECORD OF SURVEY RECORDED IN BOOK 27 OF SURVEYS, PAGE 1.
- R9) RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 174.
- R10) RECORD OF SURVEY RECORDED IN BOOK 28 OF SURVEYS, PAGE 242.
- R11) RECORD OF SURVEY RECORDED IN BOOK 23 OF SURVEYS, PAGE 361.
- R12) RECORD OF SURVEY RECORDED IN BOOK 27 OF SURVEYS, PAGE 50.

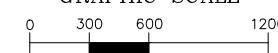
MISC. REFERENCES: RECORDS OF KOOTENAI COUNTY

- M1) SPOKANE & INLAND EMPIRE (C. M. & S.P. R.R.) RAILROAD, TWO PAGES, FROM STA 255+65.2 TO 45+56. DATED FEB. 6, 1910.
- M2) COEUR D'ALENE & PEND D'OREILLE RIGHT OF WAY AND TRACK MAP, PAGE 3, FROM STA 75+21.4 TO 192+80.5. DATED JUNE 30, 1917.
- M3) ORDER OF VACATION FOR PORTIONS OF ELMWOOD, ABBINGTON, RIVERSIDE, 4TH AND 5TH AS SHOWN ON RIVERSIDE PARK ADDITION PLAT. RECORDED UNDER INSTRUMENT NUMBER 2273509000.
- M4) QUITCLAIM DEED RECORDED IN BOOK 279 OF DEEDS, PAGE 621. RECORDED IN NOV. 2, 1976.
- M5) WARRANTY DEED RECORDED UNDER INSTRUMENT NUMBER 1235468. RECORDED IN OCT. 18, 1991.
- M6) GREAT NORTHERN RIGHT OF WAY AND TRACK MAP, PAGE 3 OF 3, FROM WASHINGTON STATE LINE TO ATLAS. NO DATE.
- M7) CHICAGO, MILWAUKEE & ST. PAUL RY. CO. RIGHT OF WAY AND TRACK MAP, PAGE 3, FROM STA 293+23.2 TO 86+24.1. DATED JUNE 30, 1915.
- M8) COEUR D'ALENE & PEND D'OREILLE RIGHT OF WAY AND TRACK MAP, PAGE 1 OF 3, FROM STA 180+00 TO 0+00. DATED OCT. 25, 1910.
- M9) COEUR D'ALENE & PEND D'OREILLE RIGHT OF WAY AND TRACK MAP, PAGE 2 OF 3, FROM STA 227+65 TO 140+48.1. DATED 1910.
- M10) FIRST AMERICAN TITLE CO ORDER NO. 386640-C DATED 9-29-14
- M11) FIRST AMERICAN TITLE CO ORDER NO. 517879-C DATED 8-27-14
- M12) EASEMENT RECORDED APRIL 27-1904 IN BOOK 3 OF DEEDS, PAGE 514
- M13) DEED RECORDED NOV. 16, 1910 IN BOOK 41 OF DEEDS, PAGE 97
- M14) DEED RECORDED AUG. 8, 2005 AS INSTRUMENT NO. 1970563
- M15) EASEMENT RECORDED OCT. 7, 2009 AS INSTRUMENT NO. 2235327000
- M16) ORDINANCE NO. 3444, RECORDED JULY 17, 2012 AS INSTRUMENT NO. 2366609000.

LEGEND

- FOUND SURVEY MONUMENT, AS NOTED
- ◎ FOUND 2" ALUMINUM CAP MARKED, "PLS 4182"
- FOUND 1/2" REBAR WITH CAP MARKED, "PLS 4182"
- FOUND 5/8" REBAR WITH CAP MARKED, "PLS 4182"
- ⊗ FOUND 5/8" REBAR WITH CAP MARKED, "PLS 8962"
- ◐ FOUND 5/8" REBAR WITH CAP MARKED, "PLS 4458"

GRAPHIC SCALE



(IN FEET)
1 inch = 600 ft.



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(fax) 208-664-5946

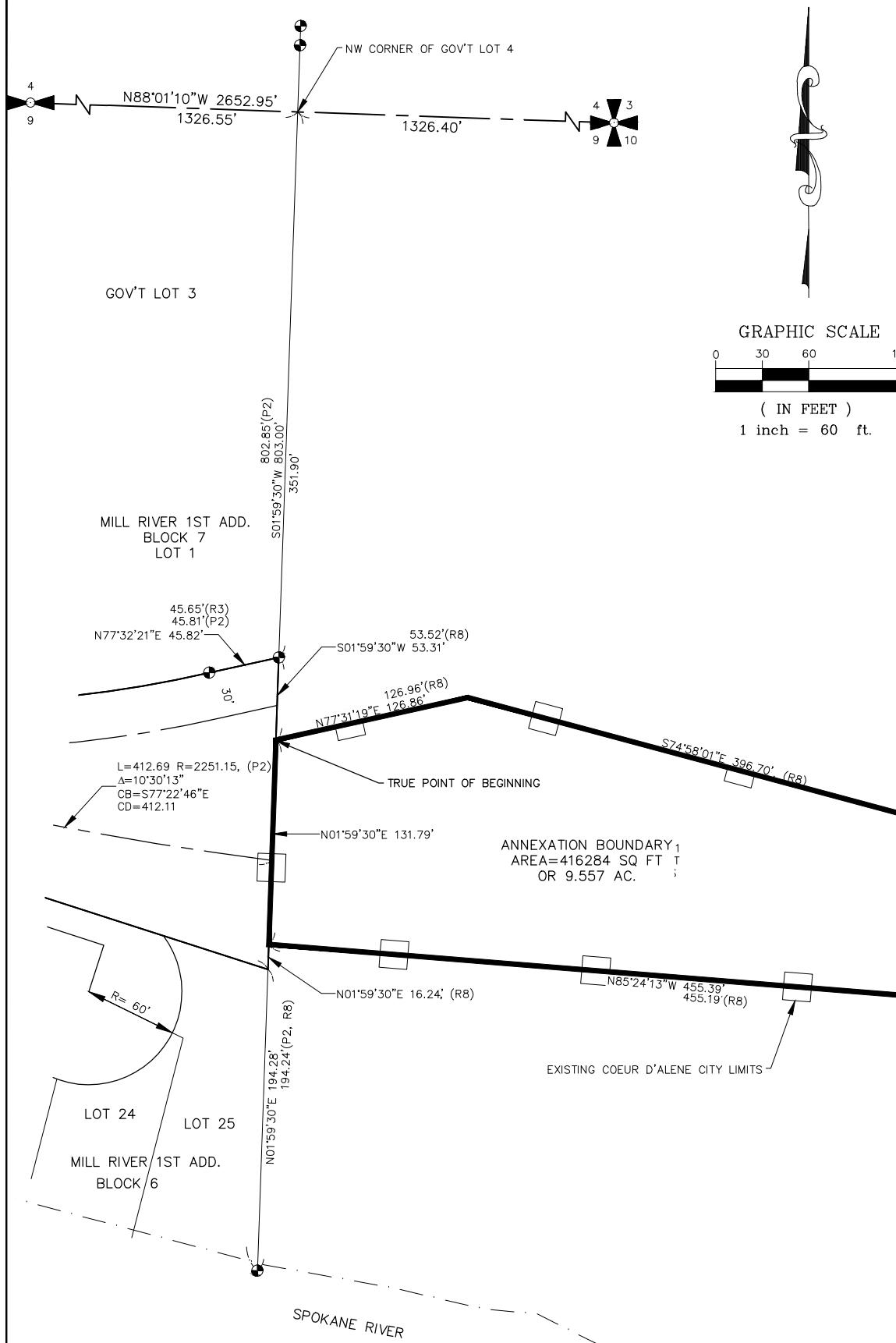
MAP FOR
COEUR D'ALENE ANNEXATION

A PORTION OF SECTIONS 9 & 10,
T. 50 N., R. 4 W., B.M.,
KOOTENAI COUNTY, IDAHO

PROJECT NO.: 41196
DESIGNED BY: T.J.F.
DRAWN BY:
CHECKED BY: MLH
DWG NAME: 41196ANNEX.DWG
DATE: 1-26-15
SCALE: 1=600'
SHEET NO.: 1 OF 6

CITY OF COEUR D'ALENE ANNEXATION ORDINANCE NO. 3509

A PORTION OF GOV'T LOT 4 OF SEC 9, GOV'T LOTS 1-3 AND THE NE 1/4 OF SEC 10, ALL IN
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



LEGEND

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- FOUND 5/8" REBAR WITH CAP MARKED, "PLS 4458"
- ANNEXATION BOUNDARY

GOVT LOT 4

EXISTING COEUR D'ALENE CITY LIMITS

BURLINGTON NORTHERN RAILROAD

(R8), L=328.50 R=1330.00
A=14°09'06"
CB=N78°19'40"W
CD=327.67

GOVT LOT 4

5/8" REBAR - NO CAP
*UNKNOWN ORIGIN
N 1.9' AND E 3.7' FROM
CALCULATED POSITION



MAP FOR	
COEUR D'ALENE ANNEXATION	
A PORTION OF SECTIONS 9 & 10, T. 50 N., R. 4 W., B.M., KOOTENAI COUNTY, IDAHO	
SEE SHEET 3	
PROJECT NO.: 4196	
DESIGNED BY: _____	
DRAWN BY: T.J.F.	
CHECKED BY: M.L.H.	
DWG NAME: 4196ANNEX.DWG	
DATE: 1-26-15	
SCALE: 1" = 60'	
SHEET NO.: 2 OF 6	

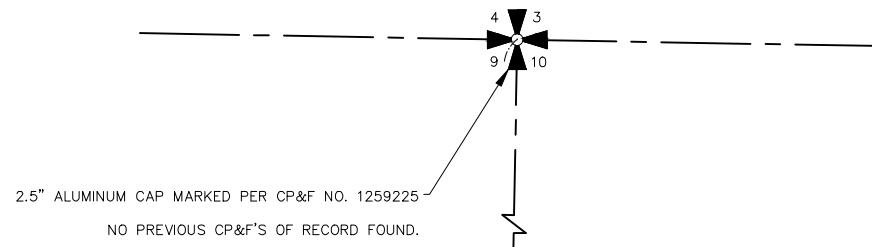
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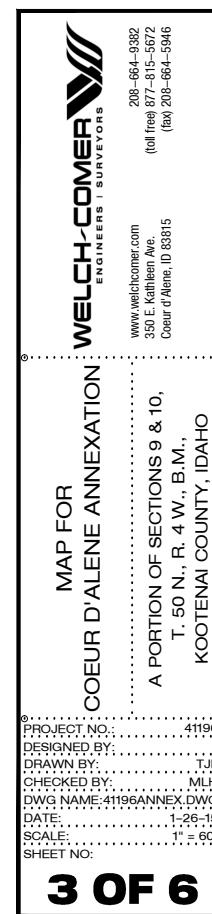
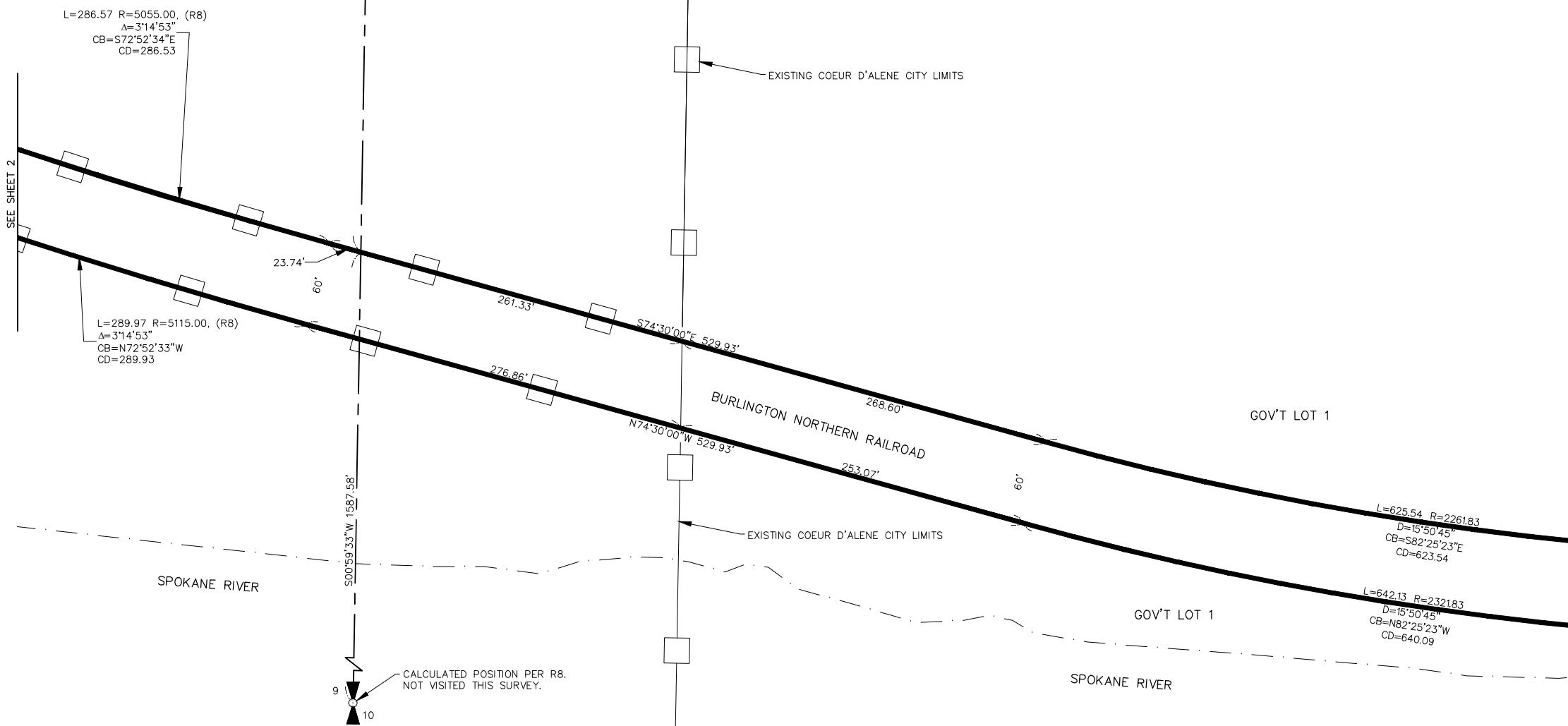
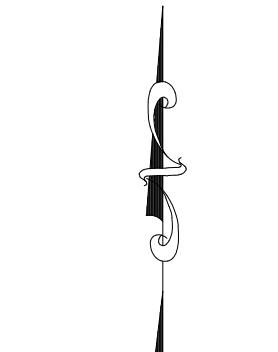
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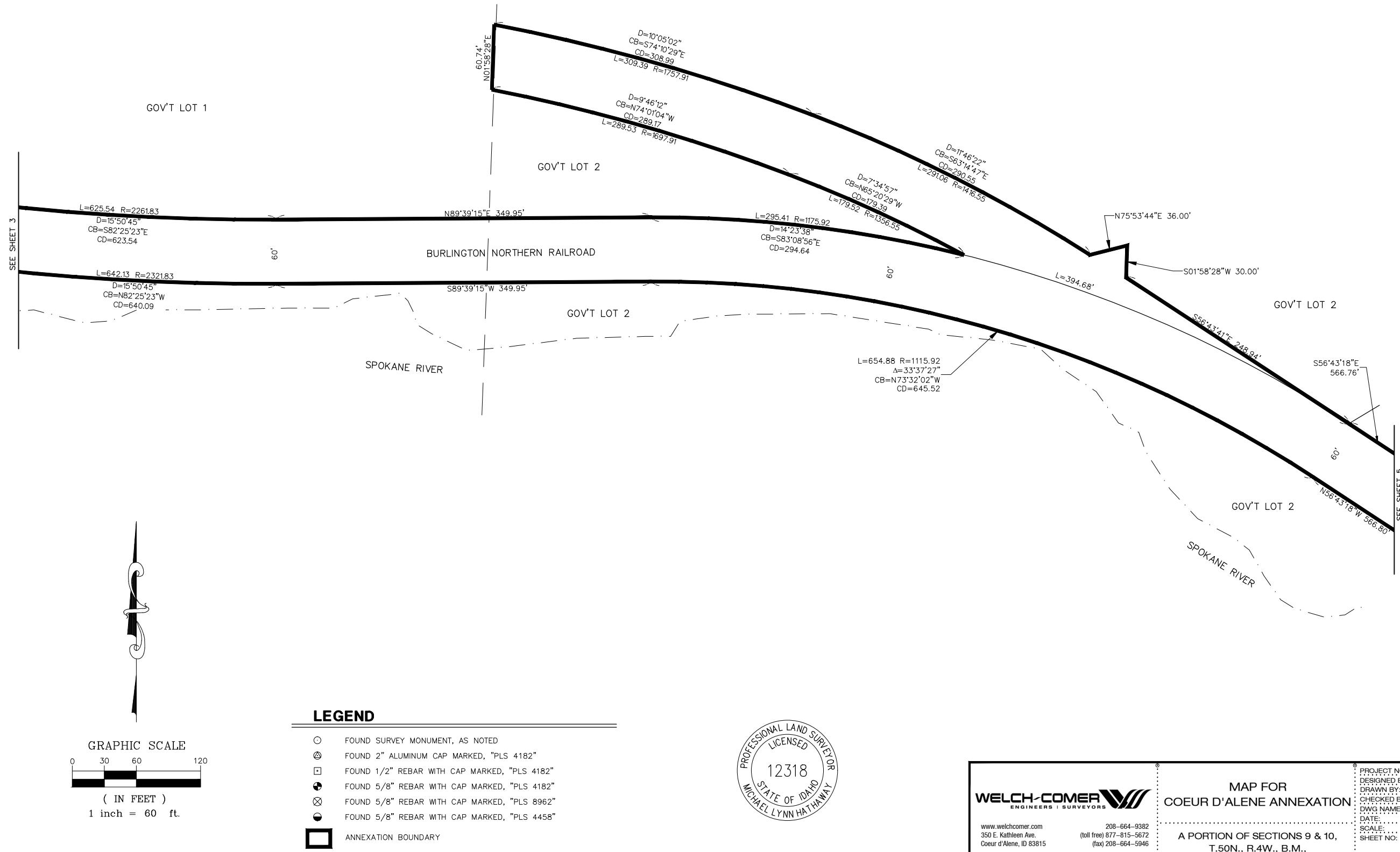
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- FOUND 5/8" REBAR WITH CAP MARKED, "PLS 4458"
- ANNEXATION BOUNDARY



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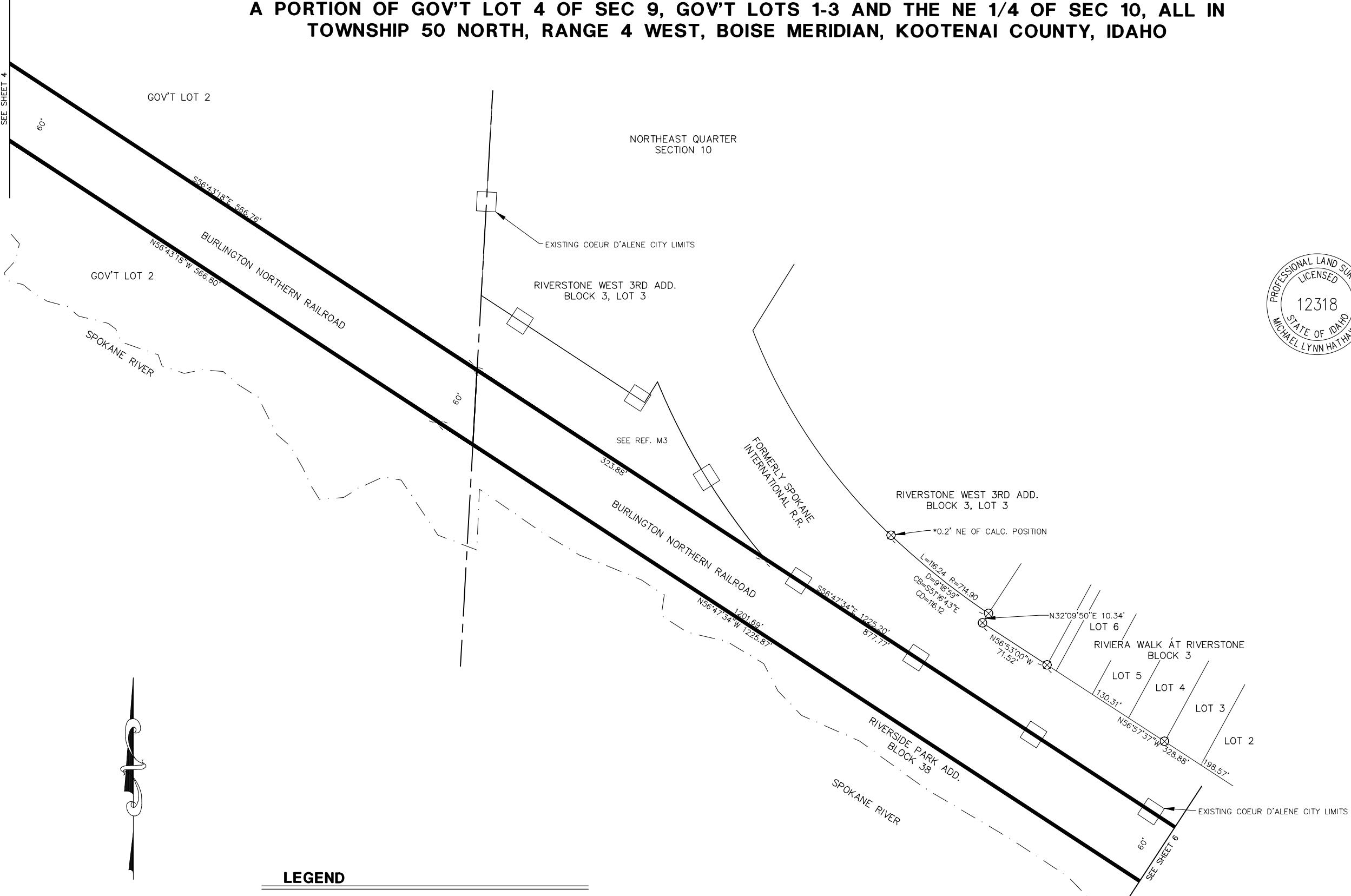
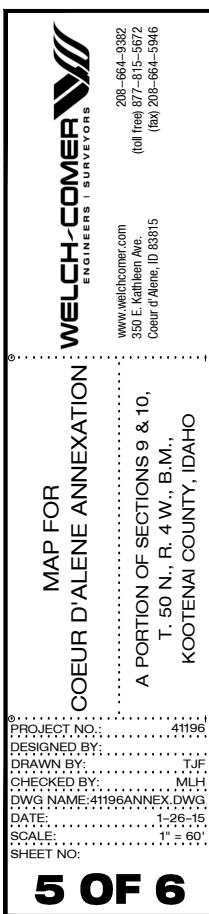
Council Bill No. 15-1008

EXHIBIT "A"

A-1-15 BNSE Rail Road ROW

CITY OF COEUR D'ALENE ANNEXATION ORDINANCE NO. 3509

A PORTION OF GOV'T LOT 4 OF SEC 9, GOV'T LOTS 1-3 AND THE NE 1/4 OF SEC 10, ALL IN
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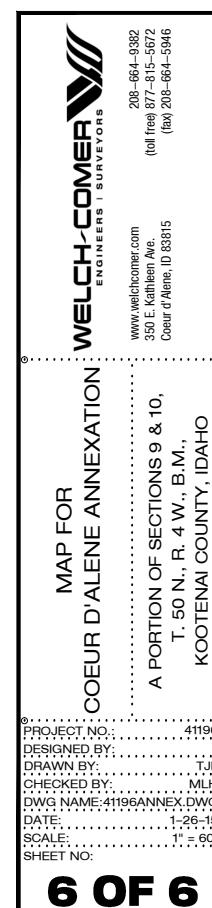
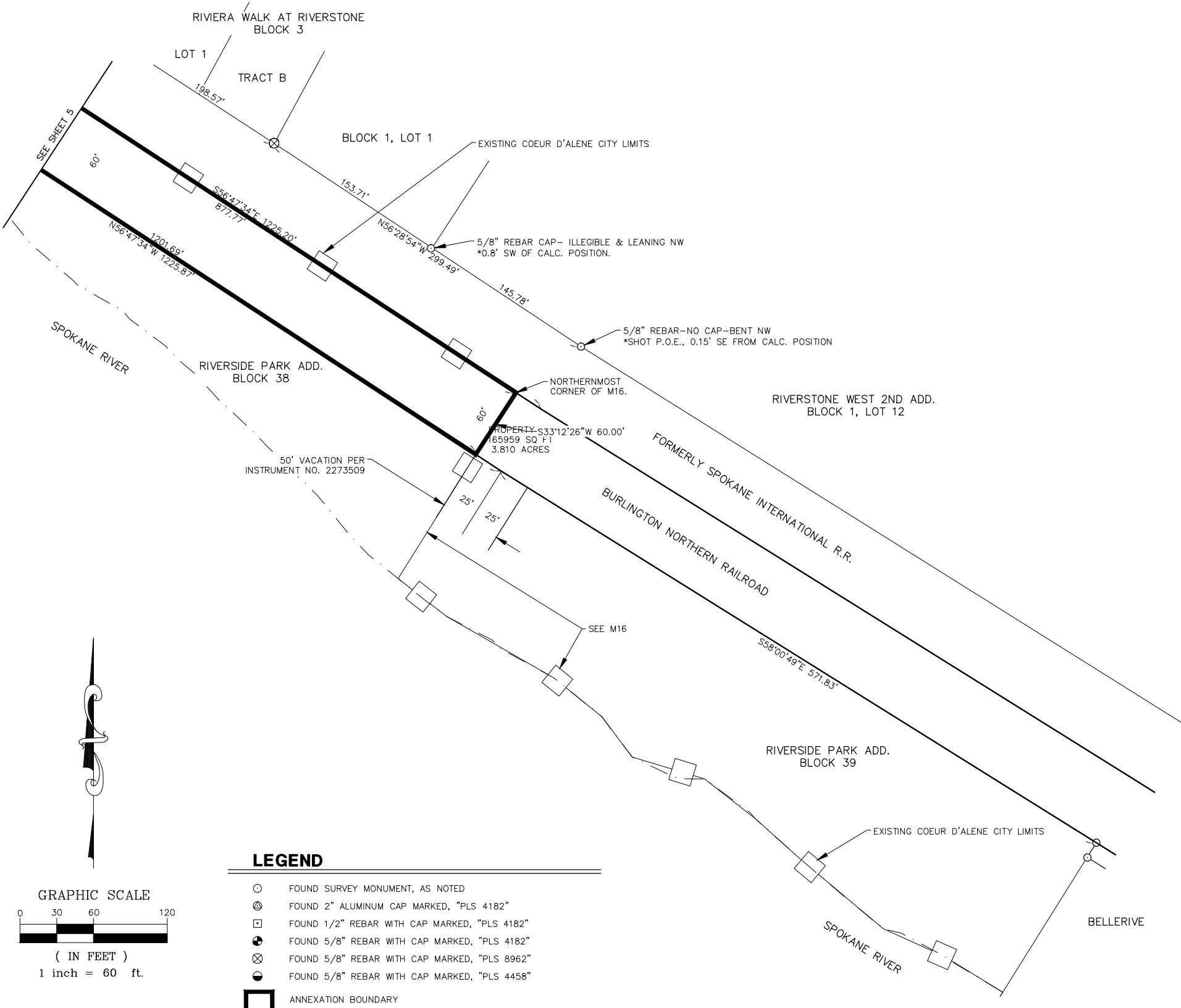
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- ANNEXATION BOUNDARY

GRAPHIC SCALE
0 30 60 120
(IN FEET)
1 inch = 60 ft.

CITY OF COEUR D'ALENE ANNEXATION ORDINANCE NO. 3509

A PORTION OF GOV'T LOT 4 OF SEC 9, GOV'T LOTS 1-3 AND THE NE 1/4 OF SEC 10, ALL IN
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



STAFF REPORT

DATE: May 13, 2015
FROM: Mike Gridley – City Attorney
SUBJECT: Final Approval of Purchase and Sale Agreement for BNSF Railroad property

DECISION POINT:

Should the city council give final approval to the purchase of the 2.2 mile long BNSF right of way property along the Spokane River in Coeur d'Alene?

HISTORY:

On July 15, 2014 city council authorized the purchase of the BNSF Railroad property in Coeur d'Alene for \$2,500,000. LCDC has agreed to pay \$1,483,727 for the land in the River and Lake Districts and the City will pay \$1,016,273 for the land between the two LCDC districts. The City and LCDC have paid 10% earnest money in the amount of \$250,000. The City's balance to be paid at closing is \$914,646. The date of closing has been extended twice to allow the city and LCDC to complete environmental and title due diligence investigations. The current closing date is set for May 28, 2015.

DEQ had funded a Phase 1 environmental analysis on the property that was completed on May 4, 2015. The analysis recommended possible further testing depending on the intended use of the property. If further testing is deemed appropriate the City can proceed through the DEQ Brownfield program for funding and technical assistance.

FINANCIAL ANALYSIS:

The purchase price for the land is \$2,500,000. LCDC has agreed to pay \$1,483,727 for the land in the River and Lake Districts. The City will pay \$1,016,273 for the land between the two LCDC districts. The money to fund the City's portion of the purchase was previously authorized approved by city council and will be repaid with annexation fees from property adjacent to the right of way.

PERFORMANCE ANALYSIS:

The acquisition of this railroad property has been discussed for many years and is part of the Parks and Trails master plan. The acquisition will allow for public use and private development in an area that is currently under-utilized.

DECISION POINT/RECOMMENDATION:

It is recommended that the city council give final approval for the purchase of the 2.2 mile BNSF Railroad property and also direct the Parks and Recreation Commission to begin the process for planning the use of the property.

INFORMATION SECTION
Including
Correspondence
Board, Commission, Committee Minutes

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

FUND	BALANCE 3/31/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 4/30/2015
<u>General-Designated</u>	\$460,102	\$2,331	\$23,011	\$439,422
<u>General-Undesignated</u>	8,469,624	4,293,989	4,682,016	8,081,597
<u>Special Revenue:</u>				
Library	233,024	72,722	153,506	152,240
CDBG	(97)		21,023	(21,120)
Cemetery	(17,517)	15,139	26,982	(29,360)
Parks Capital Improvements	166,271	62,452	54,679	174,044
Impact Fees	3,784,676	52,583		3,837,259
Annexation Fees	328			328
Insurance	1,528	5,858	168,927	(161,541)
Cemetery P/C	1,760,185	2,049	1,749	1,760,485
Jewett House	43,442	6	4,702	38,746
Reforestation	17,131	157		17,288
Street Trees	218,904	8,128	2,170	224,862
Community Canopy	2,380	251		2,631
CdA Arts Commission	1,540		52	1,488
Public Art Fund	73,275	9		73,284
Public Art Fund - LCDC	376,713	49	1,200	375,562
Public Art Fund - Maintenance	125,313	16	74	125,255
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	1,029,616	22,228		1,051,844
LID Guarantee	20,414	14,009		34,423
LID 130 Lakeside / Ramsey / Industrial Park	48,444			48,444
LID 149 4th Street	1,005			1,005
<u>Capital Projects:</u>				
Street Projects	57,925	221	852,189	(794,043)
<u>Enterprise:</u>				
Street Lights	85,058	42,191	87,335	39,914
Water	59,392	319,781	460,108	(80,935)
Water Capitalization Fees	3,444,910	90,072		3,534,982
Wastewater	5,544,134	641,053	842,515	5,342,672
Wastewater-Reserved	881,045	27,500		908,545
WWTP Capitalization Fees	4,860,277	121,108		4,981,385
WW Property Mgmt	60,668			60,668
Sanitation	(181,915)	296,765	295,386	(180,536)
Public Parking	(227,257)		4,083	(231,340)
Drainage	499,064	89,095	249,076	339,083
Wastewater Debt Service	1,012,984	130		1,013,114
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	196,834	166,273	196,834	166,273
LID Advance Payments	3,238			3,238
Police Retirement	1,407,354	17,087	13,427	1,411,014
Sales Tax	2,848	4,056	2,848	4,056
BID	160,945	3,520	20,000	144,465
Homeless Trust Fund	511	482	511	482
GRAND TOTAL	\$34,684,315	\$6,371,310	\$8,164,403	\$32,891,222

**CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2015**

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$225,227	\$130,462	58%
	Services/Supplies	11,800	5,811	49%
Administration	Personnel Services	245,263	119,404	49%
	Services/Supplies	49,620	47,588	96%
Finance	Personnel Services	642,985	370,853	58%
	Services/Supplies	92,760	62,074	67%
Municipal Services	Personnel Services	1,058,369	586,428	55%
	Services/Supplies	479,731	332,286	69%
	Capital Outlay	14,500	14,500	100%
Human Resources	Personnel Services	203,529	109,267	54%
	Services/Supplies	43,400	7,694	18%
Legal	Personnel Services	1,377,493	793,574	58%
	Services/Supplies	98,853	40,876	41%
Planning	Personnel Services	511,938	275,461	54%
	Services/Supplies	38,050	14,966	39%
Building Maintenance	Personnel Services	320,587	171,926	54%
	Services/Supplies	159,515	71,935	45%
	Capital Outlay			
Police	Personnel Services	10,161,453	5,693,113	56%
	Services/Supplies	913,287	571,871	63%
	Capital Outlay	141,720	87,596	62%
Fire	Personnel Services	7,846,872	4,441,920	57%
	Services/Supplies	418,836	186,665	45%
	Capital Outlay			
General Government	Services/Supplies	49,150	49,207	100%
	Capital Outlay		147,303	
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		11,810	
	Capital Outlay			
COPS Grant	Personnel Services	169,690		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	25,710	9,065	35%
	Capital Outlay			
Streets	Personnel Services	1,864,947	1,017,984	55%
	Services/Supplies	575,130	364,503	63%
	Capital Outlay	75,500	207,719	275%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2015	PERCENT EXPENDED
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CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2015	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	226,757	125,170	55%
	Services/Supplies	38,900	(8,354)	-21%
Engineering Services	Personnel Services	543,375	313,129	58%
	Services/Supplies	744,450	463,975	62%
	Capital Outlay			
Parks	Personnel Services	1,302,194	602,822	46%
	Services/Supplies	475,250	189,446	40%
	Capital Outlay	92,500	97,553	105%
Recreation	Personnel Services	627,711	315,280	50%
	Services/Supplies	142,130	87,648	62%
	Capital Outlay	26,500	15,458	58%
Building Inspection	Personnel Services	810,926	472,140	58%
	Services/Supplies	31,131	20,042	64%
Total General Fund		<u>32,877,739</u>	<u>18,638,170</u>	<u>57%</u>
Library	Personnel Services	1,077,761	605,481	56%
	Services/Supplies	189,350	95,186	50%
	Capital Outlay	120,000	63,806	53%
CDBG	Services/Supplies	359,966	83,963	23%
Cemetery	Personnel Services	145,526	86,905	60%
	Services/Supplies	98,664	30,105	31%
	Capital Outlay	40,000	39,585	99%
Impact Fees	Services/Supplies	194,956	1,385	1%
Annexation Fees	Services/Supplies	117,000	117,000	100%
Parks Capital Improvements	Capital Outlay	244,000	216,050	89%
Insurance	Services/Supplies	420,000	349,795	83%
Cemetery Perpetual Care	Services/Supplies	97,500	48,492	50%
Jewett House	Services/Supplies	67,089	34,359	51%
Reforestation	Services/Supplies	2,000	4,417	221%
Street Trees	Services/Supplies	65,000	10,545	16%
Community Canopy	Services/Supplies	1,500	1,193	80%
CdA Arts Commission	Services/Supplies	6,750	62	1%
Public Art Fund	Services/Supplies	210,600	32,420	15%
Total Special Revenue		<u>3,457,662</u>	<u>1,820,749</u>	<u>53%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2015	PERCENT EXPENDED
Debt Service Fund		<u>1,249,015</u>	<u>177,807</u>	<u>14%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
April 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	530,000		
Front Avenue Project	Capital Outlay		22,385	
Govt Way - Hanley to Prairie	Capital Outlay	2,300,000	1,674,997	73%
Levee Certification	Capital Outlay	362,500	149,206	41%
I-90 Curb Ramps	Capital Outlay	65,000		
3rd / Harrison signal	Capital Outlay			
Atlas Road Widening	Capital Outlay			
Kathleen Ave Widening	Capital Outlay			
Total Capital Projects Funds		<u>3,257,500</u>	<u>1,846,588</u>	<u>57%</u>
Street Lights	Services/Supplies	535,600	307,358	57%
Water	Personnel Services	1,844,726	1,045,969	57%
	Services/Supplies	4,196,929	681,390	16%
	Capital Outlay	2,284,300	1,068,826	47%
Water Capitalization Fees	Services/Supplies	700,000		
Wastewater	Personnel Services	2,440,897	1,355,826	56%
	Services/Supplies	6,527,764	1,372,293	21%
	Capital Outlay	3,714,470	1,656,234	45%
	Debt Service	2,026,641	532,519	26%
WW Capitalization	Services/Supplies	1,913,000		
Sanitation	Services/Supplies	3,560,334	2,126,926	60%
Public Parking	Services/Supplies	220,839	92,144	42%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	133,179	61,192	46%
	Services/Supplies	610,930	170,894	28%
	Capital Outlay	435,000	256,954	59%
Total Enterprise Funds		<u>31,144,609</u>	<u>10,728,525</u>	<u>34%</u>
Kootenai County Solid Waste		2,200,000	1,163,823	53%
Police Retirement		183,920	96,710	53%
Business Improvement District		186,000	60,000	32%
Homeless Trust Fund		5,500	2,588	47%
Total Fiduciary Funds		<u>2,575,420</u>	<u>1,323,121</u>	<u>51%</u>
TOTALS:		<u>\$74,561,945</u>	<u>\$34,534,960</u>	<u>46%</u>