



Our vision of Coeur d'Alene is of a beautiful safe city  
that promotes a high quality of life and sound economy  
through excellence in government

## **GENERAL SERVICES/PUBLIC WORKS COMMITTEE**

**with**

**Council Members McEvers, Miller, & Gookin**

**March 27, 2023, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

### **AGENDA**

#### **\*\*\*ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

- Item 1 Request approval of Wastewater Policy 720, Residential-Low Monthly Sewer Rate Qualifications – Superintendent Mike Anderson, Wastewater Department.
- Item 2 Request the Declaration of Vehicles as Surplus and Authorize the Sale at Auction – Assistant Superintendent Justin Kimberling, Streets & Engineering Department.
- Item 3 Request Acceptance of Bid and Award a Contract to Poe Asphalt and Paving, Inc., for the 2023 Chipseal Project, in the amount of \$639,000.00 – Superintendent Todd Feusier, Streets & Engineering Department.
- Item 4 Request Authorization to File a \$16,500.00 Lien Against Property Located at 113 E. Indiana Avenue Relating to the Cost of Abatement and Demolition of a Dangerous Building - Building Official Ted Lantzy, Building Department.

*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.*

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** MARCH 27, 2023

**FROM:** MIKE ANDERSON, WASTEWATER DIRECTOR

**SUBJECT:** ADOPTION OF WASTEWATER POLICY 720, RESIDENTIAL-LOW  
MONTHLY SEWER RATE QUALIFICATIONS

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**DECISION POINT:** Should the City Council approve adoption of Wastewater Policy 720, which seeks to define qualifications for the Residential-Low monthly sewer rate?

**HISTORY:** There is no reasonable way to measure residential wastewater, the wastewater portion of utility bills is based on water usage. Because residential water usage increases with summer irrigation, the City assumes an average residential water usage, based on winter months. The City and Wastewater Department have historically sought a second category, outside this City wide average, for users whose water consumption is significantly less.

**FINANCIAL ANALYSIS:** The “Residential-Low” sewer rate was recently adjusted in the 2022 Rate Study to reflect the current cost to treat ≈2500 gallons of wastewater. This adjustment ensures fairness of costs amongst the rate payers.

**PERFORMANCE ANALYSIS:** This policy seeks to provide transparency to the wastewater rate payer on the qualifications required to be placed on this rate. Many of these qualifications are defined in City Ordinance, and some have been historically implemented. Currently, this information is explained verbally to rate payers inquiring about their bill. Placing all this information in a single, written location should provide clarity and transparency to inquiring rate payers and also provide relief to Utility Billing Staff.

**DECISION POINT/RECOMMENDATION:** Council should adopt Wastewater Policy 720, providing clarity and transparency to the public on the Residential-Low Monthly Sewer Rate Qualifications.



# CITY OF COEUR D'ALENE

## WASTEWATER UTILITY DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83814-3958  
208/769-2281- FAX 208/769-2338

765 W. HUBBARD AVENUE  
COEUR D'ALENE, IDAHO 83814  
208/769-2281- FAX 208/769-2338

Policy #:	Title:	Effective Date:
720	RESIDENTIAL-LOW MONTHLY SEWER RATE QUALIFICATIONS	4/4/2023

### PURPOSE

This policy defines the qualifications for establishing a Residential-Low Monthly Sewer Rate for City of Coeur d'Alene Residential Rate Payers as stated in Coeur d'Alene City Code 13.08.020.

### REFERENCE

This policy will replace and supersede any prior guidelines used for determining qualifications for the Residential-Low Monthly Sewer Rate.

### POLICY

#### I. APPLICABILITY

This policy is applicable to all qualifying City of Coeur d'Alene Residential Single Family Dwelling Rate Payers (Billing Fee Code: SERS).

#### II. POLICY STATEMENT

Water usage records for the previous year are automatically reviewed annually in May for qualification of the Residential-Low Monthly Sewer Rate.

**Qualifications for Residential-Low Monthly Sewer Rate:**

- Subject property must already be connected to the City’s public sewer system.
- The Property must be occupied by an owner who is a full-time resident.
- Subject property must show at least one year of continuous water use records (water meter data) (review period May 1- April 30).
- Subject property must not exceed an average of 2,500 gallons of water use per month as measured during non-irrigation months, typically December and January usage.

**Disqualification from Residential-Low Monthly Sewer Rate eligibility during the one-year review period will result from:**

- Two or more consecutive months of “0” water meter reads.
- Utility services stopped at any point- i.e., Seasonal residents.
- Property that is set up as any type of rental.
- Water Utility is turned off for non-payment.
- Accessory Dwelling Units.
- Change of ownership of the property.
- Mail returned- i.e., vacant, temp away, forward expired, not deliverable as addressed.

**RESPONSIBLE DEPARTMENT**

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The City of Coeur d’Alene Wastewater Department shall be charged with the implementation and follow through of this adopted policy. Any variance from this policy must be approved by the Wastewater Director.

**DATE ISSUED/SUNSET DATE**

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**Issue Date:**

**Review Date:**

ORDINANCE NO. 3715  
COUNCIL BILL NO. 23-1004

AN ORDINANCE REPEALING SECTIONS 13.08.020 AND 13.16.010 OF THE COEUR D'ALENE MUNICIPAL CODE; ADOPTING NEW SECTIONS 13.08.020 AND 13.16.010 OF THE COEUR D'ALENE MUNICIPAL CODE, TO ESTABLISH USERS CHARGES AND THE CAPITALIZATION FEE SCHEDULE FOR THE COEUR D'ALENE PUBLIC WASTEWATER COLLECTION AND TREATMENT WORKS; AMENDING SECTION 13.16.30 OF THE COEUR D'ALENE MUNICIPAL CODE TO CLARIFY ADJUSTMENTS TO THE POPULATION EQUIVALENT CHARGE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendment be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That section 13.08.020 of the Coeur d'Alene Municipal Code be repealed.*

**SECTION 2.** *That a new section 13.08.020 of the Coeur d'Alene Municipal Code be adopted as follows:*

Users of the Coeur d'Alene public wastewater collection and treatment works are assessed charges that become effective as outlined below:

<b>Customer Class and Rate</b>	<b>Billing Fee Code</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>
<b>Monthly Service Charge</b>	All Customers	\$15.74	\$16.53	\$17.35	\$18.22	\$19.13
<b>Residential Rates</b>						
<b>Monthly Usage Charge (per dwelling unit)</b>						
Residential	SERS	\$33.18	\$34.83	\$36.58	\$38.40	\$40.32
Residential(vacation)	SERV	0.00	0.00	0.00	0.00	0.00
Residential-Low	SERSL	17.72	18.61	19.54	20.52	21.54
Fernan-Residential	SERF	27.09	30.16	33.39	36.77	40.32
Duplex-One Meter (x2)	SERMF	33.18	34.83	36.58	38.40	40.32
Residential + ADU- One	SERADU	33.18	34.83	36.58	38.40	40.32

<b>Commercial Rates Monthly Usage Charge (per 1,000 gallons)</b>						
Commercial-Low*	CWCL	\$5.89	\$6.19	\$6.49	\$6.82	\$7.16
Commercial-Medium	CWCM	6.76	7.10	7.46	7.83	8.22
Commercial-High	CWCH	7.60	7.98	8.38	8.80	9.24
Fernan-Commercial	SENRO6	5.28	5.71	6.17	6.66	7.16
Fernan-Commercial	SENRF	5.28	5.71	6.17	6.66	7.16

\*Includes multifamily residential customers greater than 2 units.

A. Rate Calculations: Rate calculations for customer classifications are described below. Customer classifications are described in the most recent and adopted City of Coeur d'Alene wastewater cost of service rate study report appendix C.

1. Residential Customer Class: Residential customers include single-family residences and duplexes. The monthly bill to the residential accounts will comprise of two (2) parts: a) a monthly service charge per account, and b) a usage charge per dwelling unit. Using water use records from the non-irrigation month period, wastewater usage will be averaged for the class each year to determine if the usage charge needs to be adjusted. Duplexes with two (2) meters will be assessed two (2) separate usage rates. Duplexes with one meter will also be assessed two (2) usage rates.

2. Residential-Low Customer Class: Single-family or duplex customers are eligible for this classification when they are full-time year-round residents that use less than two thousand five hundred (2,500) gallons of water per month based on the non-irrigation months and based on at least one year of water use records. The monthly bill to the residential-low accounts will comprise of two (2) parts: a) a monthly service charge per account, and b) a usage charge per dwelling unit. Using water use records from the non-irrigation month period, wastewater usage will be averaged for the class each year to determine if the usage charge needs to be adjusted.

3. Residential-Vacation Rate: Single-family or duplex customers are eligible for this rate when they do not occupy their homes for an extended time period, and have the water turned off. When both requirements are met, the customer will be charged the wastewater monthly service charge per account.

4. Commercial Customer Classes: Commercial classifications include multi-family properties with three (3) or more dwelling units, mobile home parks, government, commercial, and industrial businesses. The monthly bill to the commercial accounts will comprise of two (2) parts: a monthly service charge per account and a usage charge per thousand gallons of flow. The usage charge differs for each of the commercial customer classifications relative to the different strengths of wastewater estimated or determined for the customer. Using water use billing records, usage for commercial accounts will be the actual metered water use each month. The monthly usage for each account will be multiplied by the respective usage charge for the appropriate class to determine the usage rate component of each commercial customer's bill.

B. Combined Use Rates: Users which fall into more than one customer class are charged by assigning them to the higher use commercial classification.

C. Customers Not On City Water System: Nonresidential customers who do not receive all of their water from the City water system must meter, at their expense, all water which is supplied by another system.

D. Special Case Procedures: Uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged a rate to be determined by the following formula:

Example for calculating the monthly bill during FY 2023 - 2024:

$(\$15.74) + (\$3.93 * \text{monthly billed water use (kgal)}) + (\$0.0493 * \text{calculated lbs of BOD}) + (\$0.5254 * \text{calculated lbs of SS}) + (\$27.0940 * \text{calculated lbs of P}) + (\$3.12 * \text{calculated lbs of NH}_3\text{N})$ . The City reserves the right to determine the final measured flow and strength levels.

E. Installation Of Private Meter: Should any user consider himself to be aggrieved by the foregoing schedules or by the determination of the Wastewater Superintendent, such user may install a meter or devices which measure the strength and continuous flow of user's sewage, in which event a charge shall be fixed based on the indicated results for not less than one (1) year. Such meter or devices shall be installed at the expense of the user, and shall be calibrated or installed to the satisfaction of the Wastewater Superintendent or designee.

F. User Charges For Commercial Accounts Based On Non-irrigation Month Water Use: Commercial accounts existing before March 1, 2003, that have been charged the usage component of the monthly bill based on non-irrigation month water use records will continue to be billed in this manner as long as the City Treasurer or designee is satisfied that non-irrigation month water usage is representative and accurately represents the wastewater discharge each month of the year. These accounts will not be eligible for this method of bill calculation when the property has a change of ownership, the use of the property changes, or improvements are made to the property that require City building or plumbing permits. Upon determination of non-eligibility by the City Treasurer or designee, a customer desiring elimination of irrigation water from the water meter reading may install a second water service and meter at his own expense that is dedicated to irrigation water. In this manner, the wastewater user charge will not include irrigation water that does not enter the sewer.

G. Vacancies: At any month during which the occupant does not occupy the residence or business, and does not show water use, the wastewater charge for that month shall be equal to the monthly service charge.

H. Change Of Use: The customer is responsible for immediate written notification to the City Finance Department of any change in use for correct classification for billing. No adjustment to bills will be made sooner than sixty (60) days from written notification.

**SECTION 3.** That section 13.16.010 of the Coeur d'Alene Municipal Code be repealed.

**SECTION 4.** That a new section 13.16.010 of the Coeur d'Alene Municipal Code be adopted as follows:

A. The owners of property connecting to the Coeur d'Alene public sewer system, directly or by connecting to a private system that connects to the City sewer system, except property for which a monthly sewer service charge was being made prior to June 1, 1979, or except property for which a wastewater treatment plant expansion fee has been assessed by a local improvement district, shall be assessed a sewer capitalization fee (in addition to any hookup fee), in an amount as set forth in the following schedule:

**CAPITALIZATION FEE SCHEDULE**

Customer Type	PE	Units	Calculated CF
<b>Residential</b>			
Single Family Dwelling <sup>[1]</sup>	2.27	per unit	\$6,665
Multiple Family Dwelling (2 units)	2.27	per unit	\$6,665
Accessory Dwelling Unit (ADU)	2.20	per unit	\$6,460
<b>Commercial-Low<sup>[2]</sup></b>			
Bar or tavern	0.20	per seat	\$587
Coffee (or other beverage) Kiosk	0.77	per Kiosk	\$2,261
Factories	0.10	per 100 sq. ft.	\$294
Hospital	2.50	per bed	\$7,341
Institution (other than hospital) <sup>[3]</sup>	1.25	per bed	\$3,670
Mobile Home	2.27	per unit	\$6,665
Mobile or Temporary Vendors	0.70	per vendor or space	\$2,055
Multiple Family Dwelling (>2 units)	2.20	per unit	\$6,460
Office Space	0.10	per 100 sq. ft.	\$294
Retail Space	0.05	per 100 sq. ft.	\$147
Recreational Vehicle Park	2.08	per RV site	\$6,107
School (without meal preparation)	0.08	per student/staff	\$235
Warehouse	0.04	per 100 sq. ft.	\$117
<b>Commercial-Medium</b>			
Hotel or motel (without kitchen facilities in room)	1.30	per unit	\$3,817
<b>Commercial-High<sup>[4]</sup></b>			
Bakeries	0.20	per seat	\$814
Bowling Alley	1.00	per lane	\$4,070
Funeral homes	0.05	per 100 sq. ft.	\$203
Grocery markets with garbage disposals	0.04	per 100 sq. ft.	\$163
Hotel or motel (with kitchen facilities in room)	1.60	per unit	\$6,511



Laundry, commercial	1.90	per washing machine	\$7,732
Brewery <sup>[5]</sup>	2.30	per Barrels of production capacity	\$9,360
Restaurants	0.20	per seat	\$814
School (with meal preparation) <sup>[6]</sup>	0.13	per student/staff	\$528
Theaters (indoor and outdoor)	0.03	per seat	\$122

[1] "Single Family Dwelling" category applied to Vacation Rentals or any dwelling unit defined in City Code.

[2] "Retail" category will be used to calculate PE's for customers not listed in the above Commercial Low Category.

[3] Institution, (other than hospital) category will be used to calculate PE's for Assisted care/group home with more than 8 occupants and 2 caregivers.

[4] Commercial high strength customer fees include a high strength surcharge of \$1,133.35 per PE.

[5] Brewery category will be used to calculate PE's based on the industry strength standards and maximum barrel production provide by applicants equipment supplier.

[6] School (with meal preparation) category will be used to calculate child care facilities with more than 8 children and 2 employees.

B. The sewer capitalization fees fixed herein are based upon population equivalents (64.36 gallons per day, 0.0807 pound per day biochemical oxygen demand (BODs), 0.0807 pound per day suspended solids (SS), and 0.0054 pound per day total phosphorus (TP) and 0.0135 pound per day nitrogen). The present population equivalent charge upon which the present residential and residential strength commercial rates are fixed is two thousand nine hundred thirty-six dollars (\$2,936.00) for FY 2023-2024 through FY 2027-2028. The population equivalent charge upon which individual high strength commercial sewer connection charges are based includes a high strength surcharge to account for the greater than residential strength of these classifications. Development of these high strength population equivalent charges was tabulated in Appendix C of the most recent and adopted City of Coeur d'Alene wastewater rate and fee study, by HDR Engineering Inc., or its successor, and includes the following steps:

1. Calculation of the incremental strengths for the commercial-high customer classifications. "Incremental strength" is defined as the difference between the strength of a high strength commercial classification and residential strength (0.0807 pound/day BOD, 0.0807 pound/day SS, 0.0054 pound/day TP, and 0.0135 pound/day nitrogen). The incremental strengths are shown in Appendix C, table C-3.

2. Multiplication of the incremental strength(s) by the respective unit costs (\$295.26 pound/day BOD, \$4,125.35 pound/day SS, \$118,405.06 per pound/day TP and \$10,346.81 per pound/day nitrogen). Summing the results yields the high strength surcharge of three hundred seventy-one dollars fifty-four cents (\$371.54) as shown in Appendix C, table C-3.

3. Adding the high strength surcharge to the population equivalent charge for residential strength customer yields the population equivalent charge for the high strength commercial classification.

C. Industrial users or other businesses with industrial waste, and uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged at a rate to be determined by the City Council upon application of the property owner, after considering all relevant evidence pertaining thereto at a public hearing held for such purpose; the rate shall be established based upon consideration of the nature and intensity of the proposed use and total impact upon the City sewer system. The charge shall be directly related to the cost of providing sewage facilities for such use, and shall be proportionately consistent with the schedule set forth herein.

**SECTION 5.** *That section 13.16.030 of the Coeur d'Alene Municipal Code be amended as follows:*

The population equivalent charge (upon which the sewer capitalization fee is based) is developed for a five (5) year study period using the system buy-in method as presented for the City of Coeur d'Alene in the most recent and adopted wastewater rate and fee study, by HDR Engineering Inc., or its successor. The system buy-in method recovers the biochemical oxygen demand (BOD), suspended solids (SS), total phosphorus (TP), and nitrogen (N) based on replacement cost of existing infrastructure only, and divided by existing capacity in equivalent units.

Adjustments to the population equivalent charge during the five (5) year period shall be made if estimated growth in the city changes significantly.

At the end of the five (5) year study period, the population equivalent charges shall be updated for the succeeding five (5) year study period.

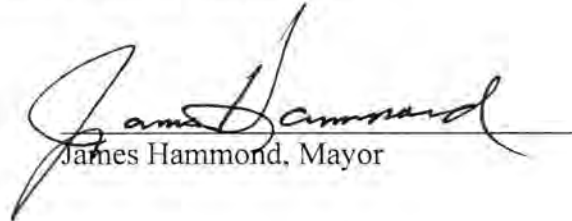
**SECTION 6.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 7.** 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.

**SECTION 8.** After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance 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 March 7, 2023.*

APPROVED, ADOPTED and SIGNED this 7<sup>th</sup> day of March, 2023.

  
James Hammond, Mayor

ATTEST:

  
Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3715  
Repealing Sections 13.08.020 and 13.16.010  
of the Coeur d'Alene Municipal Code; Adopting new Sections  
13.08.020 and 13.16.010 of the Coeur d'Alene Municipal Code; and  
Amending Section 13.16.030 of the Coeur d'Alene Municipal Code.

AN ORDINANCE REPEALING SECTIONS 13.08.020 AND 13.16.010 OF THE COEUR D'ALENE MUNICIPAL CODE; ADOPTING NEW SECTIONS 13.08.020 AND 13.16.010 OF THE COEUR D'ALENE MUNICIPAL CODE, TO ESTABLISH USERS CHARGES AND THE CAPITALIZATION FEE SCHEDULE FOR THE COEUR D'ALENE PUBLIC WASTEWATER COLLECTION AND TREATMENT WORKS; AMENDING SECTION 13.16.30 OF THE COEUR D'ALENE MUNICIPAL CODE TO CLARIFY ADJUSTMENTS TO THE POPULATION EQUIVALENT CHARGE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3715 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

  
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Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3715, Repealing Sections 13.08.020 and 13.16.010 of the Coeur d'Alene Municipal Code; Adopting new Sections 13.08.020 and 13.16.010 of the Coeur d'Alene Municipal Code; and Amending Section 13.16.030 of the Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the content thereof.

DATED this 7<sup>th</sup> day of March, 2023.



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Randall R. Adams, City Attorney

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** MARCH 27, 2023

**FROM:** JUSTIN KIMBERLING, ASSISTANT STREETS & ENGINEERING  
DIRECTOR

**SUBJECT:** DECLARE USED EQUIPMENT TO BE SURPLUS

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**DECISION POINT:**

Should Council declare various pieces of used equipment and items to be surplus and authorize the surplus items to be sold through auction?

**HISTORY:**

As vehicles and equipment reach their end of usefulness to the City, they are brought to Council to be declared as surplus and auctioned off. Currently, the following items are deemed at their end-of-life period and the Streets & Engineering, Parks & Recreation and Building Departments request they be deemed surplus:

1. ST248 - **1999 GMC 6500** Vin# 1GDJ6H1D9XJ853449
2. ST207 - **2005 DODGE 1500** Vin# 1D7HU16N95J538736
3. BLDG958 – **2005 CHEVROLET** Vin# 1GNNDT13S152318952
4. BLDG955 – **2005 CHEVROLET** Vin# 1GNNDT13S852354752
5. PARKS855- **1996 BANDIT Wood Chipper** Vin#2603
6. PARKS818- **1990 CHEVROLET 2500** Vin#1GBK24K9LE173799
7. PARKS813- **1990 GMC 2500** Vin#1GDGK24K8LE534530
8. PARKS839C- **1991 KUBOTA L2250 Tractor** Vin#62250D56037

**PERFORMANCE ANALYSIS:**

This equipment has been determined to have little value. These items were offered to other City Departments before this request. No Department claimed any vehicle.

**FINANCIAL ANALYSIS:**

The auction house retains a percentage of the bid auction item for their services, and there is very minimal cost to the Departments to shuttle the vehicles to Post Falls.

**DECISION POINT:**

Council should declare various pieces of used equipment and items to be surplus and authorize the surplus items to be sold through auction.



Justin Kimberling  
Assistant Streets & Engineering Director

## **Surplus Used Equipment**

**Request Council declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold through auction.**



**ST248- 1999 GMC 6500 Vin# 1GDJ6H1D9XJ853449 with 86,979 miles. It has reached its service life and is worn beyond usefulness. Truck has mismatched paint, interior is in rough shape and the transmission shifts hard when downshifting.**



**ST207- 2005 Dodge 1500 Vin# 1D7HU16N95J538736 with 73,658 miles. Truck is in poor condition inside and out, engine consumes coolant and runs rough when cold.**





**BLDG958- 2005 Chevrolet Trailblazer Vin#1GNNDT13S152318952 with 107,430 miles  
This vehicles interior is in poor condition, may need an alignment or front end work.**



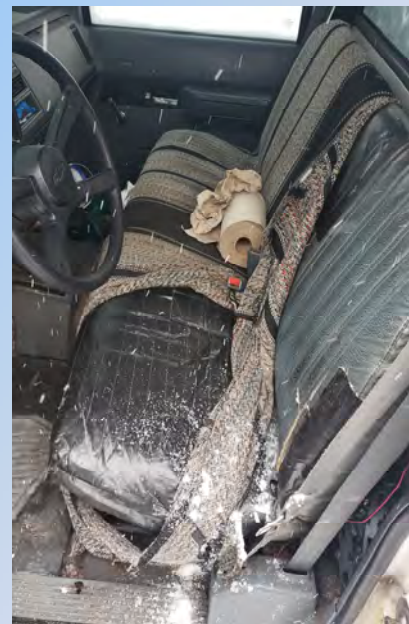
**BLDG955- 2005 Chevy Trailblazer, Vin#1GNNDT13S852354752 Mileage 90,510  
Poor Mechanical Condition**



Parks Asset #855 Vin#2603 is a 1996 Bandit wood chipper. This machine has a lot of hours racked up on it and has sat out of service for quite some time due to safety concerns. The safety concerns are related to the hours of operation in that the hydraulics have become weak enough that the machine does not want to feed branches properly resulting in a need for the branches to be forcibly pushed into the blades. This issue creates more susceptibility to someone being injured during the operation of this outdated piece of equipment. 855 has been replaced with a new wood chipper which is equipped with needed safety features that the old chipper lacks.



Parks Asset #818 Vin#1GBK24K9LE173799 is a 1990 Chevrolet 2500 and was utilized in its last operational days as our spray truck and it's housing and has deteriorated substantially. Installing a new bed on this truck would not be cost effective at this point due to its age and the accompanying need of repairs to the vehicle itself including brake system issues. This vehicle has been replaced with a 2003 GMC 3500 transferred from the Streets Dept.



Parks Asset #813 Vin#1GDGK24K8LE534530

1990 GMC 2500 with 255,584 miles, severe rusting inside and outside the compartments of the service body. A new service body for this truck is not a reasonable option at this point. The truck has a mechanical problem in the drivetrain as well.



Parks Asset #839C, Vin#62250D56037 a 1991 Kubota L2250 tractor, needs extensive work. The hours of operation on this machine are high and naturally have taken their toll on the hydraulics.



# Decision Point

**Staff recommends that Council should declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold through auction.**



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** MARCH 27, 2023

**FROM:** TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

**SUBJECT:** AWARD A CONTRACT TO POE ASPHALT PAVING, INC. FOR  
THE 2023 CHIPSEAL PROJECT

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**DECISION POINT:**

Staff is requesting the City Council to award the 2023 Chipseal Project to Poe Asphalt Paving, Inc. as the low bidder.

**HISTORY:**

This year's chipseal project was advertised for bids in March, 2023. The streets to be chip sealed this year are shown on the attached exhibits. Bids were opened on March 15, and two (2) responsive bids were received as follows:

Road Products, LLC.	\$ 729,680.00
Poe Asphalt Paving, Inc.	\$ 639,000.00

**FINANCIAL ANALYSIS:**

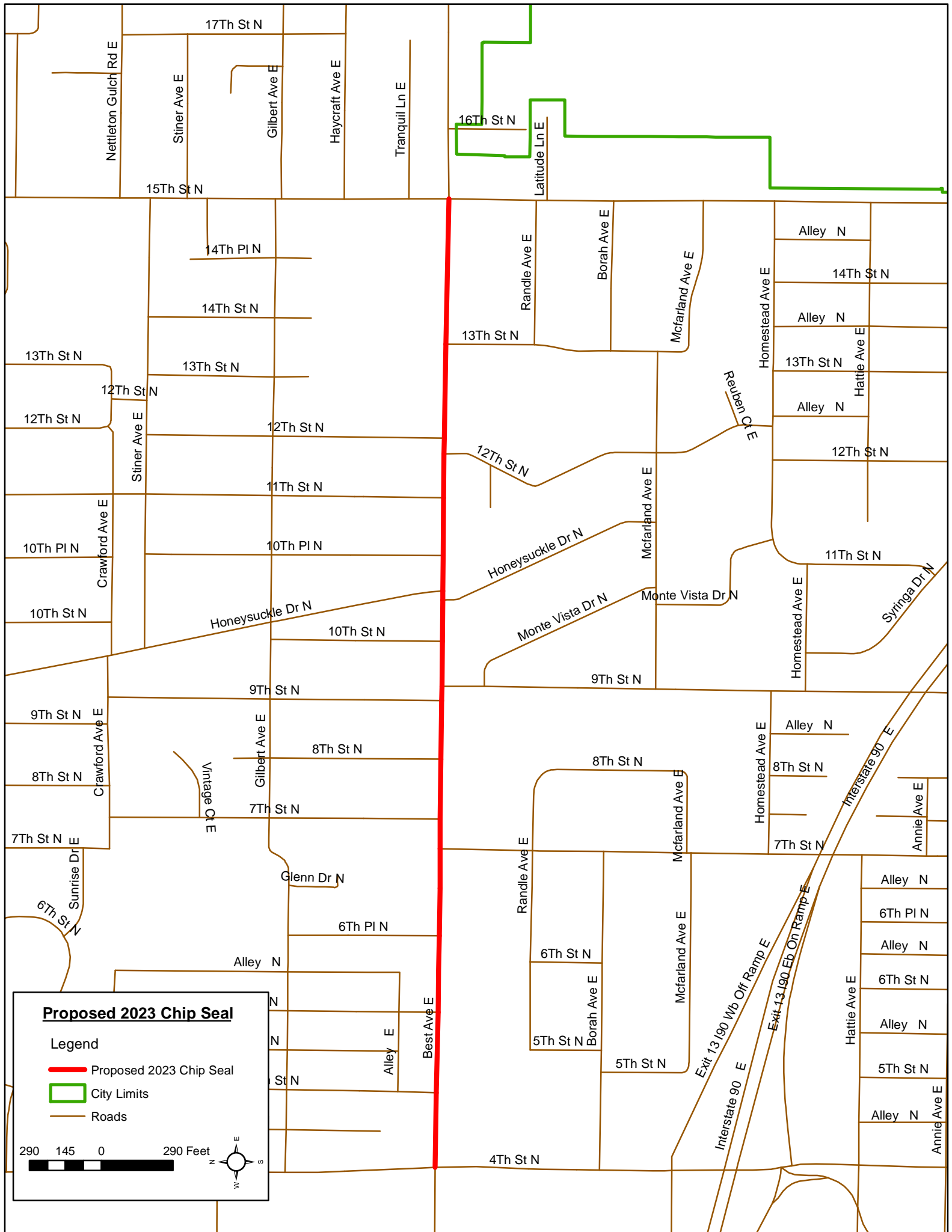
The overlay/chipseal program is a budgeted item.

**PERFORMANCE ANALYSIS:**

The City of Coeur d' Alene received two (2) responsive bids for this year's chipseal. To ensure pricing, the Notice of Award must be issued within 30 days. Construction will likely occur in late July when temperatures allow.


**RECOMMENDATION:**

Staff recommends awarding the contract to Poe Asphalt Paving, Inc., in the amount of \$639,000.00.



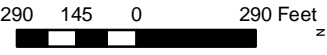
**Proposed 2023 Chip Seal**

**Legend**

 Proposed 2023 Chip Seal

 City Limits

 Roads



290 145 0 290 Feet

N S E W



Prairie Ave W

Wirth Dr W

Balta Ln N

Leverett Ct N

Bardwell Dr W

McKinlock St N

Carrington Ln N

Lennox Loop W

Stockport Ln N

Princetown Ln W

Helms Deep Ln N

Abercrombie Ct N

Loxton Loop W

Trafford Ln W

Long Meadow Dr W

Newbrook Dr W

Newbrook Dr W

Thorndale Loop W

Magrath Dr W

Downing Ln N

Goodwater Loop N

Bedford Ln N

Calamonte Ln N

Manning Loop W

Lotze Loop W

Freeland Dr W

Homeward Bound Blvd W

Accipter Dr W

Andesite Way W

Furcula Dr W

Parda Dr W

Eglise Ln N

Freestyle Dr N

Hourglass Dr N

Rendezvous Dr N

Caracara Ln N

Sharpshinn Dr W

Fast Hawk Ln N

Ranero Dr W

Hide Away Ln W

Pandion Dr W

Talon Ln N

Enclave Way W

Pescador Dr W

Jonshawk Dr W

Prairie Trl N

Linneatus Dr W

Swainson Ln N

Harlans Hawk Ln N

Goshawk Ln N

Kite Ln N

Hawk Owl Ln N

Gavilan Ln N


Harris Hawk Ln N


Atlas Rd N

Hanley Ave W

**Proposed 2023 Chip Seal**

**Legend**

 Proposed 2023 Chip Seal

 City Limits

 Roads


340 170 0 340 Feet





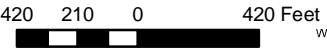
**Proposed 2023 Chip Seal**

**Legend**

 Proposed 2023 Chip Seal

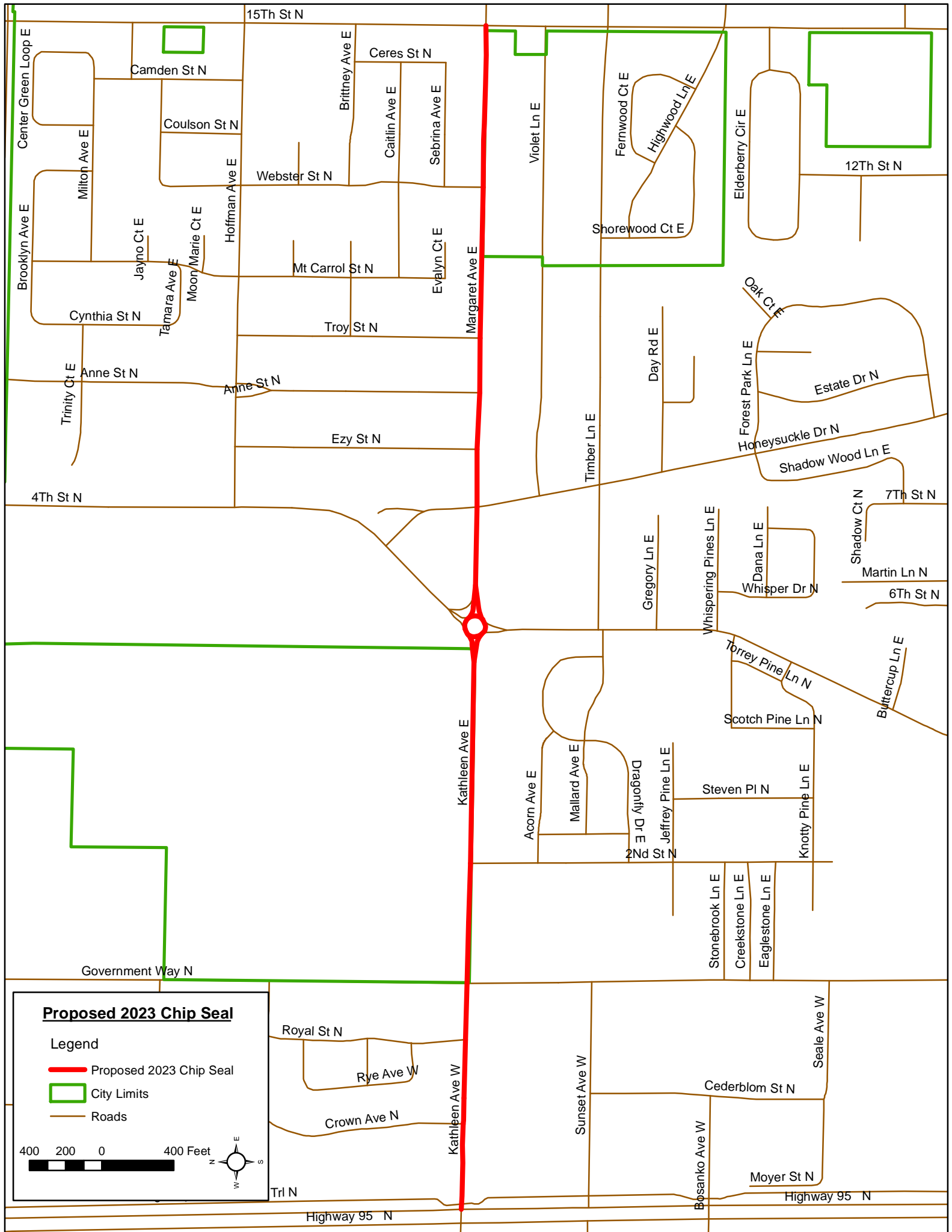
 City Limits

 Roads




Tri N






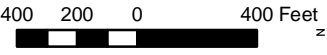
**Proposed 2023 Chip Seal**

**Legend**

 Proposed 2023 Chip Seal

 City Limits

 Roads



Royal St N  
Rye Ave W  
Crown Ave N  
Kathleen Ave W  
Sunset Ave W  
Bosanko Ave W  
Seale Ave W  
Cederblom St N  
Moyer St N  
Highway 95 N

Center Green Loop E  
Brooklyn Ave E  
Milton Ave E  
Jayno Ct E  
Cynthia St N  
Anne St N  
Trinity Ct E  
4Th St N  
Government Way N  
15Th St N  
Camden St N  
Coulson St N  
Hoffman Ave E  
Webster St N  
Mt Carrol St N  
Troy St N  
Anne St N  
Ezy St N

Brittney Ave E  
Ceres St N  
Caitlin Ave E  
Sebrina Ave E  
Evelyn Ct E  
Margaret Ave E  
Kathleen Ave E  
Acorn Ave E  
Mallard Ave E  
Dragonfly Dr E  
Jeffrey Pine Ln E  
2Nd St N  
Whispering Pines Ln E  
Dana Ln E  
Whisper Dr N  
Torrey Pine Ln N  
Scotch Pine Ln N  
Steven Pl N  
Knotty Pine Ln E  
Stonebrook Ln E  
Creekstone Ln E  
Eaglestone Ln E

Violet Ln E  
Fernwood Ct E  
Highwood Ln E  
Shorewood Ct E  
Elderberry Cir E  
12Th St N  
Oak Ct E  
Forest Park Ln E  
Estate Dr N  
Honeysuckle Dr N  
Shadow Wood Ln E  
7Th St N  
Shadow Ct N  
Martin Ln N  
6Th St N  
Buttercup Ln E

ADVERTISEMENT FOR BIDS  
CITY OF COEUR D'ALENE 2023 CHIP SEAL PROJECT

Sealed BIDS for the 2023 Chip Seal Project for the City of Coeur d'Alene will be received at 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, no later than 2:00 P.M., PDT, March 15, 2023, and will be opened in Conference Room 5 at City Hall. Anyone may attend.

A bid must be delivered to the City Clerk in the manner required by the Bidding Information.

The SCOPE of the project consists of ½-inch granite chip seal on selected roadways in Coeur d'Alene as follows: Best Avenue from 4th to 15th Streets, Kathleen Ave. from U.S. 95 to Honeysuckle Dr., Hanley Ave. from Atlas Rd. to Courcelles Parkway, Margaret Ave. from Honeysuckle Dr. to 15th St., Carrington Ln. from Hanley Ave. to Prairie Ave., Princetown Ln. from Carrington Ln. to Newbrook Dr., Newbrook Dr. from Princetown Ln. to Atlas Rd., Hanley Ave. from Carrington Ln. to Atlas Rd., Jonshawk Dr. from Atlas Rd. to Carrington Ln. Talon Ln. from Hanley Ave. to Newbrook Dr., and Courcelles Parkway from Hanley Ave. to Prairie Ave. Work also includes traffic control, sweeping, temporary raised pavement markings, and fog seal.

Plans and Specifications, bid forms, forms of agreement, etc., may be obtained at [www.CityofCDAPlanRoom.com](http://www.CityofCDAPlanRoom.com) . Complete bidding documents are available in electronic form. To be added to the official plan holders list and ensure notification of addenda, bidders must register by downloading the documents (at no charge) or by purchasing hard copy documents from the Plan Room. Questions regarding this project should be directed to Chris Bosley at (208)769-2216 or [cbosley@cdaid.org](mailto:cbosley@cdaid.org).

A Public Works Contractor License for Idaho is required to bid. All bids shall contain one of the following forms of Bidder's security in an amount equal to 5% of the total Bid amount: a) Bidder's Bond executed by a surety company qualified to conduct business in Idaho; b) Certified Check payable to the City; c) Cashier's Check payable to the City; or d) Cash.

The City, in accordance with Title VI of the Civil Rights Act of 1964 (42 US. C.§§ 2000d to 2000d-4) and the Regulations, notifies all bidders that it will ensure that all business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin. Prevailing wages are NOT required for this project. The City reserves the right to reject any or all bids.

Date: March 1, 2023

  
Renata McLeod  
City Clerk

\*\*\*Publish: March 1, and March 8, 2023

**CONTRACT**  
For  
**CITY OF COEUR D'ALENE**  
**2023 CHIP SEAL PROJECT**

THIS CONTRACT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **Poe Asphalt Paving Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2732 N. Beck Road, Post Falls, Idaho, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS the **CONTRACTOR** has been awarded the contract for the 2023 Chip Seal Project according to contract documents on file in the office of the City Clerk of **CITY**, which contract documents are incorporated herein by reference,

NOW, THEREFORE,

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds with a combined single limit of at least \$1,000,000.00 each occurrence or claim and a general aggregate limit of at least \$2,000,000.00 for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk. It is intended that the **CONTRACTOR** provide such insurance as is required by paragraph SC-5.04.A of the Supplementary General Conditions.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Six Hundred Thirty-Nine Thousand/100 Dollars (\$639,000.00).

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed

in the previous calendar month less five percent (5%). Final payment shall be made within thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79).

The number of working days allowed for completion of the Contract work shall be thirty (30) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical, and extremely difficult, to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the required time limits, the **CONTRACTOR** shall pay to the **CITY**, or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he/she/it is engaged is of a transitory character, and that his/her/its property used for this project may be outside the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable:

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

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

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

The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONTRACTOR** agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The **CONTRACTOR** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

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

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
- D. Bid Bond
- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions
- O. Plans
- P. Addenda No. 1, dated March 13,2023

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

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

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

**CONTRACTOR: Poe Asphalt Paving, Inc.**

\_\_\_\_\_  
James Hammond, Mayor

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_

# ADDENDUM NO. 1

March 13, 2023

**RE: City of Coeur d'Alene 2023 Chip Seal Project**

**OWNER: CITY OF COEUR D'ALENE**

**FROM: City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814  
Phone: (208) 769-2216**

**TO: ALL PLAN HOLDERS**

The following modifications, clarifications and information are hereby made a part of the contract provisions and shall be fully binding.

This Addendum consists of **1** Addendum page.

**IMPORTANT:** Bidders must acknowledge receipt of this Addendum as well as all other issued addenda on the Bid Form provided with the Contract Documents, which must be utilized by Bidder for bid to be considered responsive. Failure to do so may subject Bidder to disqualification.

## **SECTION 1: BIDDING INFORMATION AND DOCUMENTS**

With reference to the **Contract and Specifications Document**, please note:

The City of Coeur d'Alene will be self-performing permanent pavement markings upon completion of the chip seal project. The contractor will not be performing this work.

**END OF ADDENDUM 1**

*2023 Chipseal Program*

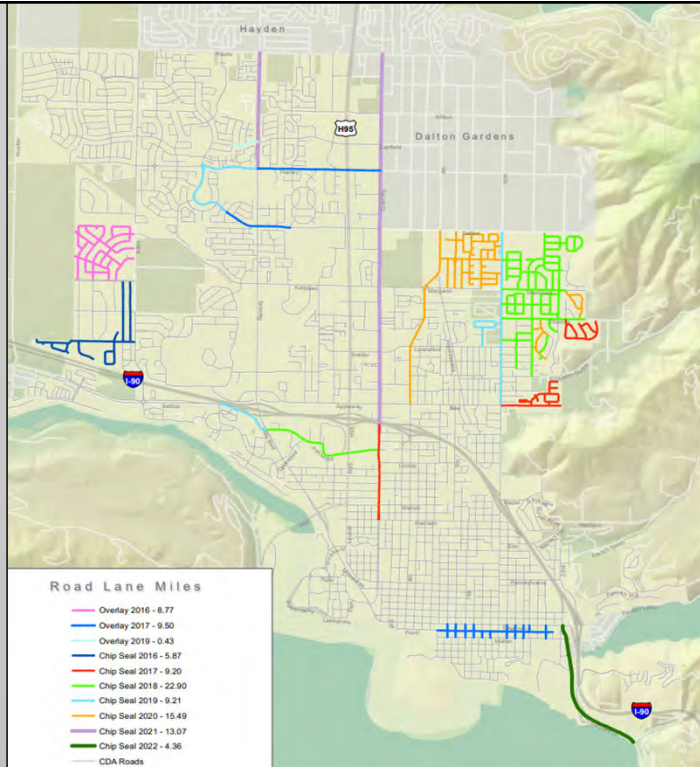


*Todd Feusier, Streets & Engineering Director*



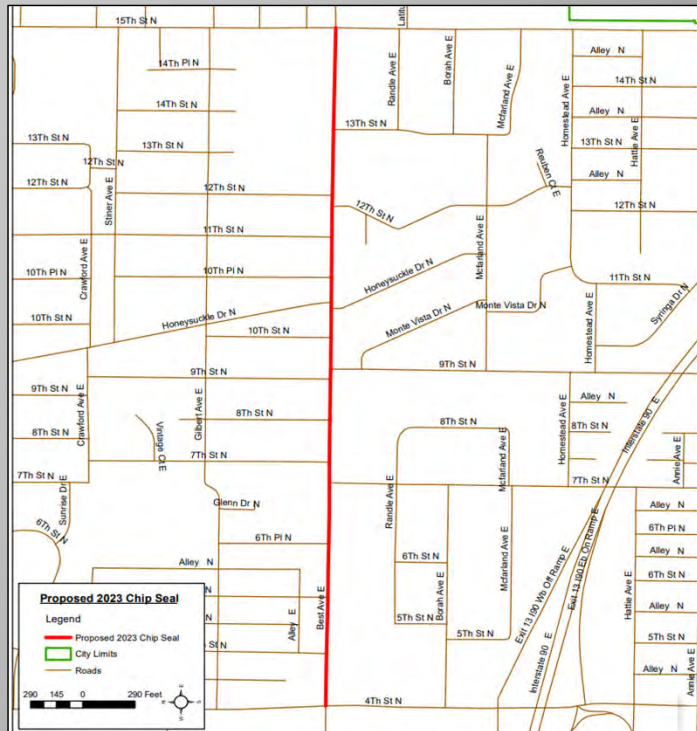


Chipseal Applied to 80.1 Lane Miles Since 2016





## Best Avenue 4<sup>th</sup> Street East to 15<sup>th</sup> Street

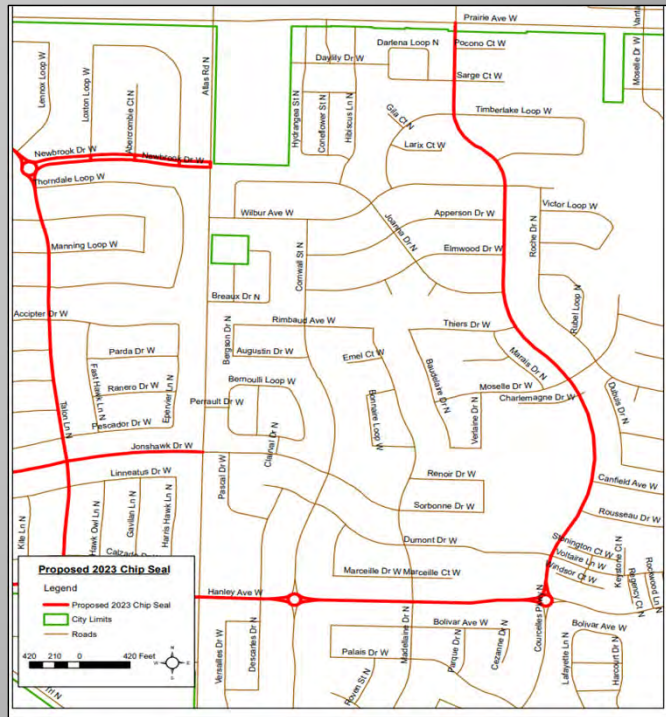


## Main Roads in Hawks Nest and The Landings

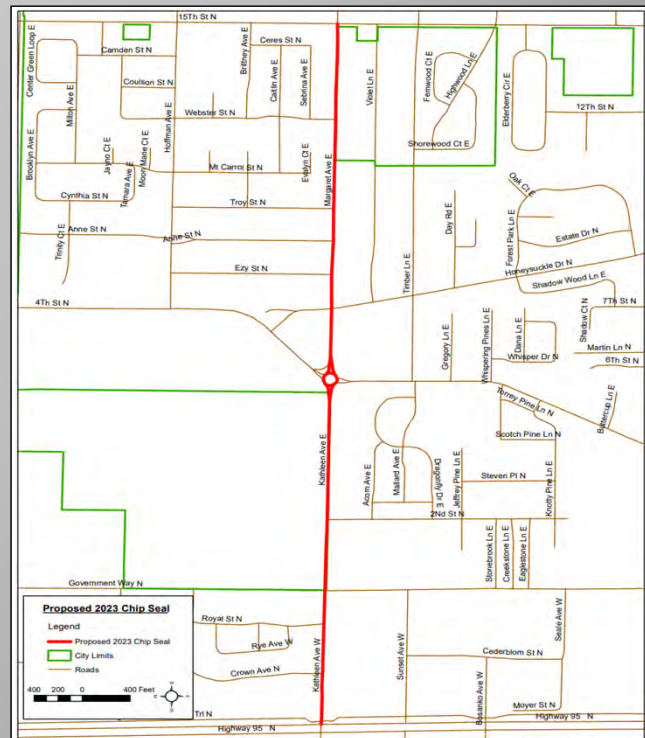
- Hanley Avenue
- Carrington Lane
- Jonshawk Drive
- Talon Lane
- Newbrook Drive
- Princetown Lane



- Courcelles Parkway  
Prairie Avenue to  
Hanley Avenue
- Hanley Avenue  
Courcelles Parkway  
to Atlas Road



Kathleen Avenue  
US-95 East to 15<sup>th</sup> Street



## *2023 Chipseal Program*

### **TIPS TO DRIVERS**

- Multi-stage process
- Follow traffic control directions
- If a traffic signal is not operational, treat it as a stop sign
- Don't drive through fresh oil
- Expect loose rock chips until final sweeping
  - Reduce speeds through construction zone
  - Increase following distance
  - Motorcycles/bicycles use caution
- Expect several days before striping is completed



## *2023 Chipseal Program*

### **RECOMMENDATION**

Staff recommends awarding the  
2023 Chipseal contract to  
Poe Asphalt Paving, Inc. for  
\$639,000.00

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE: MARCH 27, 2023**

**FROM: TED LANTZY, BUILDING OFFICIAL, BUILDING DEPT.**

**SUBJECT: REQUEST FOR APPROVAL TO SECURE LIEN AGAINST PROPERTY  
LOCATED AT 113 E INDIANA AVE FOR THE AMOUNT OF \$16,500.**

-----  
**DECISION POINT:** Should the City Council approve a lien against property located at 113 E Indiana to ensure the cost of abatement and demolition fees are repaid to the City upon sale of the property?

**HISTORY:** This building has been vacant for several years after the owner, who could no longer care for himself, was moved to a nursing home. Shortly after the owner left, transients began camping in the yard and later broke out several windows to gain entry into the residence. Code enforcement was contacted and the home temporarily secured.

In April of 2021, the Building Dept. received complaints from the neighboring daycare that bricks from the decaying chimney of the house were falling into their yard. We were also notified that transients were again entering the building. Inspector Keith Clemans contacted the owner's sister Judy about the safety issues. Judy, who has power of attorney, hired a contractor to board up the broken windows and remove the chimney.

The Building Dept. received calls again in January of 2023 that more windows were broken, transients were again entering the building, and roof shingles were continually blowing into the neighboring daycare. The large tarp which previously covered the roof had partially blown into the neighboring daycare. Extensive damage was observed to the roof structure due to inadequate protection. Keith Clemans again contacted Judy who informed him she would not put any more money towards repair or maintenance of the home. Keith informed her the City may have to tear the building down if the hazardous conditions were not taken care of. She was not opposed to that solution.

A notice to Abate was filed with Kootenai County on February 3, 2023. A copy of the notice was posted on the building and a copy sent to Judy with instructions for appealing the decision. In conversations with Judy, she indicated she had no wish to appeal. Once the allotted time for appeal had passed, we contacted Cannon Hill and Big Sky Construction for a demolition quotes. Cannon Hill's proposal came in at a reasonable price. They had an opening available between jobs and the home was removed on March 13, 2023.

The Uniform Code for the Abatement of Dangerous Buildings, adopted by the City in Municipal Code § 15.09.010, provides the process for demolishing a building and imposing a lien. Staff has followed this process.

**FINANCIAL ANALYSIS:** Financial cost to the City is \$16,400 for asbestos testing, removal of the structure, cleaning the lot, capping water and sewer. A \$100 abatement fee is charged for staff time.

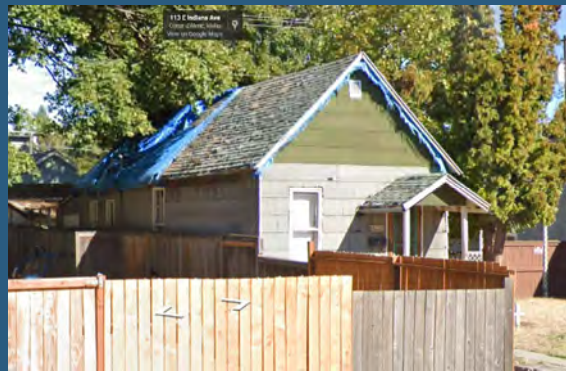
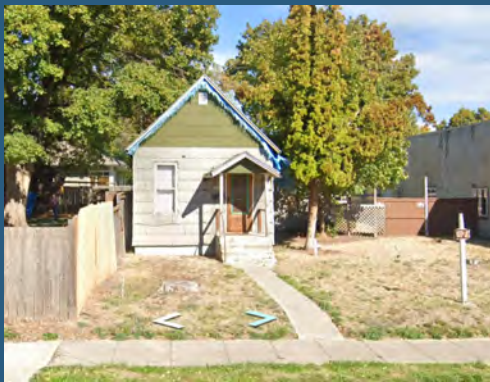
**PERFORMANCE ANALYSIS:** Demolition of this structure improves the safety of neighboring daycare and surrounding community. Removal of the structure eliminates the opportunity for transient habitation.

**DECISION POINT/RECOMMENDATION:** Council should approve the filing of a lien against the property for the sum of \$16,500.00 to recoup the cost to the City upon sale of the property.

Reports of transient activity on property adjacent to daycare  
Bricks from chimney falling into daycare yard



113 E Indiana Ave  
Image date: September 2021  
after brick chimney was removed




Transient activity again reported January 2023  
Roof shingles and tarp falling into daycare yard



Notice of Abatement filed February 3, 2023



 **CITY OF COEUR D'ALENE BUILDING DEPARTMENT**  
730 E MULLAN AVE COEUR D'ALENE ID 83814 • 208-769-2267/208-769-2237 FAX

**NOTICE AND ORDER  
RE: DANGEROUS BUILDING**

This Notice is made concerning the following legally described property:

LT 10 BLK 22, CDA AND KINGS ADD,  
Section 13, Township 50 N, Range 04 W, B.M.  
Also Known as  
113 E. Indiana Ave., Coeur d'Alene, ID 83814

Pursuant to the Uniform Code for the Abatement of Dangerous Buildings (1991) [hereinafter the "Code"], adopted by the City in Municipal Code § 15.09.010, the Building Official of the City of Coeur d'Alene has determined that the structure located on the above-referenced property is dangerous as defined in § 302 of the Code. Specifically, § 302(12) provides: "For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered. \* \* \* 5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property. 12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts." The Building Official finds that the structure located at 113 E. Indiana Ave., Coeur d'Alene, Idaho, has become so dilapidated or deteriorated as to become a harbor for vagrants.

Demolition completed March 13, 2023

