



# Coeur d'Alene

## CITY COUNCIL MEETING

*March 6, 2007*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT COEUR D'ALENE CITY HALL,  
FEBRUARY 20, 2007

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 Hall, February 20, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell	)	Members of Council Present
Woody McEvers	)	
Loren Edinger	)	
Dixie Reid	)	
Mike Kennedy	)	
Deanna Goodlander	)	

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

**INVOCATION** was led by Pastor Tom Weadick, Life Source Community Church.

**PLEDGE OF ALLEGIANCE:** Councilman Edinger led the pledge of allegiance.

**PRESENTATIONS:**

PRESENTATION- LCDC ANNUAL REPORT: LCDC Executive Director Tony Berns presented a review of the activities of the Lake City Development Corporation for this past year. He provided a brief overview of the history of the Lake City Development Corporation as well as the current urban renewal districts created by the Corporation. He listed the LCDC Board members and the subcommittees each member serves on. He went on to highlight the accomplishments of the Corporation which included a Housing Assessment Study, the Education Corridor, the Corporation's partnerships for certain projects, various infill development initiatives and community outreach. He presented an overview of the priorities set for 2007 which include projects such as a relocation site for the Legion ball field, and the disposition of the Federal Building on 4<sup>th</sup> Street.

**PUBLIC COMMENTS:**

HOUSING EXPO: Linda Davis, 4444 Greenchain Loop, Cd'A, announced that the Housing Expo will be held this Thursday evening at the Coeur d'Alene Inn from 6 p.m. to 8 p.m.

PROPERTY EXCHANGE FOR KROC CENTER: Dick Barclay, 1203 E. Lakeshore Drive, Vice President of the Parks Foundation Board, announced that the Board is unanimously in favor of the proposed land exchange for the construction of the Kroc Center.

A PARK AT THE LANDINGS AT WATERFORD: Jack Jensen, 3917 W. Princetown Lane, Coeur d'Alene, asked the Council for an update on the plans for developing a park in the Landings area. He noted that there were two signs placed on a parcel of property in this development that depicted a new park development. Parks Director Doug Eastwood responded that the acreage in this development could create a park comparable to City Park adjacent to the City Beach; however, there is no date specified for the development of this park. He also noted that a portion of property at this site has not yet been transferred to the Parks Foundation. He would like to propose a clean and green plan whereby the Parks Department would eliminate the weeds on dedicated parkland until the site can be developed into a park. Councilman Hassell explained the process for the development of parkland which could take up to 8 years to fund and construct. Councilman Reid asked Doug to address the issue of vandalism. Doug responded that when homes are constructed and occupied within a certain proximity of a park it helps prevent the occurrence of vandalism to the park.

ANIMAL SHELTER CLOSURE: Susan Whittier, 3882 Highland Drive, thanked the Council for closing the shelter down and hopes that the City will partner with the Humane Society for sheltering impound dogs. She also hopes that the City would come up with a spay-neuter program for dogs and cats in our town. She believes that as a community we can handle this issue.

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

1. Approval of minutes for January 22, February 1, 6, 16, 2007.
2. Setting of the Public Works Committee and General Services Committee meetings for February 26, 2007 at 4:00 p.m.
3. RESOLUTION 07-010: 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 THE DESTRUCTION OF TEMPORARY RECORDS FROM THE FINANCE DEPARTMENT; APPROVING THE CONTRACT WITH GINNO CONSTRUCTION FOR THE FIRE DEPARTMENT TRAINING TOWER FACILITY; APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE WATSON AGENCY AND DIRECTING STAFF TO RESEARCH LONG-TERM ANIMAL CONTROL OPTIONS AND APPROVING AMENDMENT NO. 4 TO THE AGREEMENT WITH JUB ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CIPP/OPEN TRENCH PROJECT
4. Authorizing Rob Clifford and Joe Barrett as qualified volunteers to enforce the City's abandoned vehicle regulations.
5. Authorizing advertisement for bids for the 4<sup>th</sup> Street Well rehabilitation project.
6. Approval of Bills as submitted and on file in the Office of the City Clerk.
7. Setting of Public Hearings: ZC2-07 (zone change at 3514 N. Fruitland Lane) for March 20, 2007; A-1-07 (Annexation of property at 7677 N. Ramsey Road) for March 20, 2007.

8. Authorizing quit claim deed from the City of Coeur d'Alene to Riverstone West, LLC.
9. Approval of beer/wine license for Sunshine Trader Restaurant at 1116 W. Ironwood Parkway.
10. Approval of beer/wine license transfer from C & C Qwik Stop to Qwik Stop at 1720 NW Blvd.
11. Acceptance of right-of-way on Atlas Road and Hanley Ave. for Hawks Nest Subdivision.
12. Authorizing the Street Maintenance Dept. to purchase a mid-sized 4x4 pickup.

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

**COUNCIL ANNOUNCEMENTS:**

COUNCILMAN GOODLANDER: Councilman Goodlander complimented Councilman McEvers for all his dedication and work on CDA TV Channel 19 and because of his efforts this channel is a success.

COUNCILMAN EDINGER: Councilman Edinger congratulated the Lake City High School Girls Basketball team for finishing first at State and the Coeur d'Alene High School Girls Basketball team for finishing 2<sup>nd</sup>. He also congratulated the Coeur d'Alene Boys Basketball team for winning the district championship this past week and hopefully the Lake City High School Basketball team will beat their competition and join CHS in the state championship.

COUNCILMAN HASSELL: Councilman Hassell announced that the North Pines Park will have a gazebo due to the efforts and generosity of Mr. Jacob Christianson, his neighbors and various businesses for the design and construction this gazebo.

COUNCILMAN REID: Councilman Reid announced that on March 23 and 24<sup>th</sup> Milton Creagh will be back in Coeur d'Alene to address substance abuse. He will be speaking at CHS, LCHS, and the Rotary. This event is being cosponsored by the School District and the City's Enough is Enough Committee. Fund raising efforts will also be needed to cover the costs of Mr. Creagh's visit.

**APPOINTMENTS:** Motion by Goodlander, seconded by Edinger to appoint Will Button and Chad Murray to the Pedestrian/Bicycle Committee. Motion carried.

RESOLUTION NO. 07-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR USE OF THE CANFIELD SPORTS COMPLEX, WITH THE COEUR D'ALENE LITTLE LEAGUE ASSOCIATION.

Motion by Hassell, seconded by Edinger to adopt Resolution 07-011.

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

ORDINANCE NO. 3284  
COUNCIL BILL NO. 07-1005

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING CHAPTERS 8.24 ENTITLED PUBLIC SWIMMING AREA AND CHAPTER 8.25 ENTITLED CITY SWIMMING BEACH AND DOCKS; ADOPTING A NEW CHAPTER ENTITLED PUBLIC SWIMMING AREAS, WATERWAYS AND DOCKS, ADOPTING SECTION 8.24.010 DEFINITIONS; ADOPTING SECTION 8.24.020 TO ESTABLISH RESTRICTIONS ON USE OF WATERWAYS WITHIN THE CITY; ADOPTING A NEW SECTION 8.24.030 TO DESIGNATE SWIMMING AREAS; ADOPTING A NEW SECTION 8.24.040 TO DESIGNATE PUBLIC SWIMMING ONLY AREAS; ADOPTING SECTION 8.24.050 TO ESTABLISH NO SWIMMING AND DIVING AREAS; ADOPTING SECTION 8.24.060 TO ESTABLISH MOORING AND OTHER RESTRICTIONS AT PUBLIC DOCKS; ADOPTING 8.24.070 TO PROVIDE FOR MARKING WITH BUOYS; ADOPTING SECTION 8.24.080 TO ESTABLISH EXCEPTIONS; ADOPTING SECTION 8.24.090 TO ESTABLISH PENALTIES FOR VIOLATIONS INCLUDING MISDEMEANORS PUNISHABLE BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS AND/OR IMPRISONMENT FOR NOT MORE THAN ONE HUNDRED AND EIGHTY DAYS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: City Attorney Mike Gridley reported that this Council Bill has been revised from the last Council meeting specifically dealing with non-motorized watercrafts. He noted that City Beach is designated as a swimming only area. He believes that these issues have been addressed in the new draft of Council Bill No. 07-1005. Councilman Reid asked about the designated swimming area which does not mention Mill River area. Mr. Gridley reported that this waterway has not yet been annexed into the City.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 07-1005.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 07-1005 by its having had one reading by title only.

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

PUBLIC COMMENTS: Jerry Frank, 1415 E. Lakeshore, read a letter from Mr. Dick Barclay 1203 E. Lakeshore Drive, who opposed the restriction of motorized watercraft on Sanders Beach, he also objects to the public using the waters in front of his property for swimming over his ability to beach his boat. Mr. Franks noted that Idaho Code gives the City the authority to impose regulations for safe swimming areas as long as it does not conflict with the safe boating act. He also noted the Idaho Code does not allow any vessels in swimming areas. City Attorney Mike Gridley responded that the interpretation of this code is that it referred to motorized vessels and not non-motorized vessels.

**WATER RIGHTS TRADE REQUEST:** Councilman Reid announced that the City had been approached by a developer near Harrison, Idaho asking the City to trade his water rights on the Rathdrum Prairie for lake surface water rights on Lake Coeur d'Alene owned by the City. The developer would like to return to the Public Works Committee for further consideration.

#### RESOLUTION NO. 07-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT FOR EMPLOYEE CONSULTING SERVICES WITH GREG AND DEBBIE GRANAT, HUSBAND AND WIFE.

Motion by Edinger, seconded by Goodlander to adopt Resolution 07-012.

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

#### RESOLUTION NO. 07-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY AMENDING TO AMEND **RULE 1, SECTION 15, ENTITLED "FLSA EXEMPT EMPLOYEES"** TO ADD THE PROJECT COORDINATOR POSITION AND RECREATION SUPERINTENDENT POSITIONS; TO AMEND **RULE VIII, SECTION 1, ENTITLED "EMPLOYMENT LISTS"** TO INSERT QUALIFYING LANGUAGE; TO AMEND **RULE VIII, SECTION 2, ENTITLED "EMPLOYMENT LISTS/POLICE DEPARTMENT"** TO CHANGE THE NUMBER OF YEARS A NAME WILL STAY ON THE ELIGIBILITY LIST FROM TWO YEARS TO ONE YEAR, AND TO FURTHER CLARIFY THAT ONCE THE NAME IS REMOVED FROM THE LIST, THE APPLICANT MUST REPEAT THE TESTING PROCESS; ADDITIONALLY, TO AUTHORIZE THE BELOW NOTED AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN.

Motion by Goodlander, seconded by McEvers to adopt Resolution 07-013.

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

ORDINANCE NO. 3285  
COUNCIL BILL NO. 07-1006

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING ORDINANCE NO. 3278 ADOPTED DECEMBER 5, 2006 TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION CONTAINED IN SECTION 1 THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by McEvers to pass the first reading of Council Bill No. 07-1006.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 07-1006.

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

**KROC CENTER UPDATE:** Mike Gridley City Attorney, Steve Anthony Recreation Director, Troy Tymesen Finance Director and Warren Wilson Deputy City Attorney, presented an overview of the project to date including the preparations for the site and what is needed in order for the Salvation Army to begin construction of the multi-million dollar Community Center. Councilman Kennedy explained that the proposed funding from the Fund Balance is to prepare the site for the construction of the Kroc Center which the city previously committed to do.

RESOLUTION NO. 07-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROPERTY USE AGREEMENT WITH THE NORTH IDAHO CENTENNIAL TRAIL FOUNDATION FOR THE TRANSFER OF FILL DIRT MATERIAL TO THE KROC CENTER SITE.

Motion by Goodlander, seconded by Kennedy to adopt Resolution 07-014.

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

RESOLUTION NO. 07-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT NO. 1 TO THE ANNEXATION AGREEMENT WITH HAYDEN, LLC.



Motion by Kennedy, seconded by McEvers to adopt Resolution 07-015.

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

#### RESOLUTION NO. 07-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT REGARDING REAL ESTATE AND RECREATIONAL FACILITIES & A USER AGREEMENT AND COVENANT REGARDING USE WITH THE COEUR D'ALENE PARKS FOUNDATION.

Motion by Edinger, seconded by Kennedy to adopt Resolution 07-016.

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

**PUBLIC HEARING – PROPERTY EXCHANGE FOR KROC CENTER SITE:**  
Mayor Bloem read the rules of order for this public hearing. Troy Tymesen, Finance Director, gave the staff report.

Mr. Tymesen reported that this public hearing is to consider an exchange of a parcel of property (“Kroc site”) owned by the City of Coeur d’Alene for a parcel of property owned (“Landings site”) by the Coeur d’Alene Parks Foundation.

The Kroc site is approximately 12.25 acres and was appraised at approximately \$967,000.00 and the Landings site is approximately 9 acres and was appraised at \$975,000.00.

Mr. Tymesen noted that completion of the proposed property exchange would allow the Foundation to transfer the Kroc site to the Salvation Army for development of a Kroc Community Center that will benefit residents of the City as well as surrounding communities. In exchange, the Landings site will become City property. This will allow the City to move forward with the development of a public park at the Landings site. Since the City has some underground utility structures at the Kroc site an easement will be retained at the Kroc site to allow those utilities to remain in place.

**PUBLIC COMMENTS:** Linda Davis, 4444 Greenchain Loop No.1, Coeur d’Alene spoke in support of the property exchange.

Motion by Reid seconded by Hassell to approve the proposed property exchange between the Kroc Center site and the Landings site, and to authorize staff to take the steps necessary to complete the property exchange process. ROLL CALL: Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye. Motion carried.

**PUBLIC HEARING – ZC-1-07 – ZONE CHANGE AT 2100 SHERMAN AVENUE:**

Mayor Bloem read the rules of order for this quasi-judicial public hearing. No conflict of interest was declared by any Council member. Councilman Kennedy disclosed that he assisted Beehive Homes in contacting the Chief Financial Officer of the Catholic Diocese of Boise. City Planner Dave Yadon gave the staff report.

Mr. Yadon gave the applicant's name as Beehive Homes, location as an approximately 2,800 sq. ft. parcel adjacent to St. Thomas Cemetery and Beehive Homes, and the reason for the request as a zone change from R-17 to C-17L.

Mr. Yadon went on to give the staff analyses for land use, zoning, utilities, and traffic/streets. He reported that on January 9, 2007 the Planning Commission heard the request for a zone change and recommended approval of this request. He noted that 53 notices of this public hearing were mailed to all property owners of record within 300' of the subject property on February 2, 2007 with 1 response in favor being received. Written comments were distributed for Council review.

**PUBLIC COMMENTS:** Gary Ghramm, 604 S. Canal Street, owner of Beehive Homes, spoke in support of this zone change.

**MOTION:** Motion by Goodlander, seconded by Edinger to approve the requested zone change at 2100 Sherman Avenue and to adopt the Findings and Order of the Planning Commission. **ROLL CALL:** Reid, Aye; McEvers, Aye; Kennedy, Aye; Hassell, Aye; Goodlander, Aye; Edinger, Aye. Motion carried.

**ADJOURNMENT:** Motion by Reid, seconded by Kennedy to recess to February 23, 2007 at 11:00 a.m. in the Council Chambers and then to March 2, 2007 at 12:00 noon in the Council Chambers. Motion carried.

The meeting recessed at 8:45 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

A JOINT WORKSHOP WITH THE  
CITY OF COEUR D'ALENE AND THE PLANNING COMMISSION  
FEBRUARY 23, 2007 AT 11:00 A.M.  
HELD IN THE COUNCIL CHAMBERS

Loren Ron Edinger, Mayor Pro Tem

COUNCIL MEMBERS PRESENT:

Ron Edinger  
Woody McEvers  
Al Hassell  
Deanna Goodlander  
Mike Kennedy (11:15 a.m.)

COUNCIL MEMEBERS ABSENT:

Dixie Reid

PLANNING COMMISSION MEMEBERS PRESENT:

John Bruning, Chairman (11:25 a.m.)  
Tom Messina (11:15 a.m.)  
Scott Rasor (11:20 a.m.)

STAFF: Wendy Gabriel, City Administrator; Susan Weathers, City Clerk; Warrant Wilson, Deputy City Attorney; Dave Yadon, Planning Director; Tami Stroud and Sean Holm, Planners; Troy Tymesen, Finance Director.

WORKSHOP - INFILL REGULATIONS: Dave Yadon, Planning Director, announced that the purpose of today's workshop is to review the current regulations for infill overlay areas. He outlined the boundaries of the Infill Overlay District, which contains design standards. He reviewed the proposed changes as requested by the East Mullan Historic Homeowners Association. Mark Hinshaw reviewed the process which was undertaken to create the Infill Regulations. In reference to the City's height variances, he believes that this should be removed from the City's regulations. He recommended that the Council determine a specific height limit for the code. With regard to setbacks, the basic philosophy is to simplify; generally zoning codes and building codes differ, and thus he would recommend just using the building code for setback requirements. As for the Infill Regulations Boundary, this would be a decision of the Council as he has no strong recommendations for the boundaries.

In reference to design standards, there have been some proposed structures that were looked at as "ugly buildings". Mark Hinshaw noted that the City does have design standards in the City and the Council might want to consider a limited design review by the Design Review Committee for certain situations such as within 100' to 50' of a

transition area, or by zoning such as R-12, or by floor area ratio. This could, by its nature, provide an opportunity for community comment. He also cautioned that the Committee does not have the authority to change the design of the structure.

In response to Councilman Kennedy's question, Dave Yadon noted that the current Board reviews and confirms that an applicant complies with the design standards and guidelines. Councilman Kennedy asked if the city could require that there is a certain design for the downtown area. Dave Yadon responded that the Council can be as specific as they want including listing approved building materials. Mark Hinshaw does not recommend prescribing building materials, but there needs to be a process that drives people to do a better design and standard.

Councilman Goodlander recalled that the intent when these changes were started was to simplify, and getting the most and best use of the land, and this seems to be a question for the East Mullan Avenue Homeowners Association. Mr. Hinshaw noted that infill is meant to allow for greater density and height. He added that every community changes and it is a matter of assuring quality while obtaining quantity and so the Council needs to decide if the East Mullan area should be a part of the infill boundaries. Dave Yadon reviewed the original boundaries of the Infill area and highlighted the areas added to the Infill area as a result of public hearings.

Councilman Hassell recommended that the Council eliminate variances. He also has a concern in placing a new development along a property line next to an established, older single family dwelling unit. Mark Hinshaw suggested that when a development is adjacent to a parcel with an occupied residential dwelling unit then you could place setback conditions for these types of instances.

Councilman Edinger asked since the recommendation for the height limit was submitted at 35 feet, when did it change to the 38 foot limit. Dave Yadon responded that as a result of discussions with architects the 38 foot height limit was a result; however, there was an agreement that a building would be limited to 3 floors. Councilman Edinger asked how the variance regulations were brought about. Dave Yadon noted that the variance requirements are not difficult to meet and thus the requests for variances are coming in. Councilman Edinger commented that his concern with variances is that someone could come in for a variance of 39 feet and the next applicant can ask for a greater height variance and the increasing height would never end. Mark Hinshaw reiterated that the variance is something that invites controversy. Tom Messina believes that variances would complement the design of a neighborhood more than just having a specific height limit in that without a variance process it would encourage structures to be constructed like a big box building. Councilman Edinger asked that although Mr. Hinshaw recommended 35 feet and the regulations were set at 38 feet, are there areas in the City where the Council could set the limits on the height within the Infill area. Warren Wilson responded that the Council could set the height limits any way they wish by a code amendment. He noted that the process to amend the code would be through a public hearing process. Councilman McEvers recommended moving the southerly boundary line north to Mullan Avenue. Councilman Hassell noted that by right an R-17 zoning

could have a building to approximately 44 feet which means within the Infill area they would have to limit the height in infill overlay area of the R-17 zoning. Councilman Goodlander reminded those present that the Infill regulations had certain goals in mind when they were created. She noted that she is concerned with what the City is going to look like in the future and does not want to change it so dramatically that it changes the character of our city. She highlighted the Ice Plant project at 11<sup>th</sup> and Mullan as an example of the intent of the infill regulations whereby the project fits the neighborhood. She asked how the City can create infill regulations that allow for construction but maintain the character of the existing neighborhood. Mr. Hinshaw noted that when you raise the height limits you create the opportunity to create the larger density buildings and that is when you lose the character of the neighborhood.

Tom Messina commented that it comes down to design control of a neighborhood and how you want each neighborhood to look like. Mr. Hinshaw noted that you can do a hybrid whereby a developer can construct a building to defined design standards or they would be required to have a review by the Design Review Committee to justify why they are differing from the defined design standards. Scott Rasor does not believe that the ordinance in place has anything wrong with it and asked why the city is now baking off of the current regulations. He further explained his concerns that if we require design reviews then every subdivision would have to do a public hearing to provide input from the citizens on the design of a subdivision. Tom Messina responded to Mr. Rasor's concerns that he believes that the current regulations are not quite right and it does need some amending. Mr. Rasor believes that the City needs to give the Design Review Committee full power and authority to approve or deny designs. Councilman Goodlander cautioned about adding layers of requirements as it would prevent affordable housing. Mr. Hinshaw responded that by eliminating the variance on heights you would resolve a lot of the concerns of design standards and the city could have a softer version of guidance such as a catalog of photographs of structures that would be a good fit in the Infill area. Deputy City Attorney Warren Wilson cautioned that he is not opposed to eliminating the height variance; however, there has been two occasions due to hardship that the variance has been beneficial and sees these instances as a valid use for height variances.

Councilman Kennedy noted that one of the reasons for today's meeting was to address the concern of having other variance requests being submitted. Warren Wilson noted that if it is a matter of repealing the height variance regulations that it would not be difficult to draft an ordinance and it could be heard by the Planning Commission by late March. This would give the City Council and Planning Commission more time to establish the variances that would be allowed. In regards to setbacks, he would recommend that more time be taken to review these regulations. John Bruning believes that we do need setback requirements in certain situations; for example, the Ice Plant takes up one block and does not have setbacks but the lack of setbacks does not impact adjacent homes; however, Trails Edge is a single lot development and is adjacent to homes that do have setback and so in that instance he believes that there should be setback requirements.

Tom Messina cautioned that we can solve the problem of height by setting the height limit to 35 feet but we cannot solve the problem of “ugly”. Councilman Kennedy noted that strengthening the design review guidelines would help with this issue.

Motion by Kennedy, seconded by Hassell to direct staff to prepare an ordinance to present to the Planning Commission to repeal the City height variance regulations and set a cap on height at 35 feet within the East Infill District and to provide for emergency hardship situations for height variances. ROLL CALL: Edinger, Aye; Hassell, Aye; Goodlander, Aye; McEvers, Aye; Kennedy, Aye. Motion carried.

RECESS: Motion by Hassell, seconded by Kennedy to recess to March 2, 2007 at 12:00 noon in the City Council Chambers. Motion carried.

The workshop adjourned at 12:35 p.m.

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Loren R. Edinger, Mayor Pro Tem

ATTEST:

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Susan K. Weathers, CMC  
City clerk

RESOLUTION NO. 07-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR THE 2007 OVERLAY PROJECT, WITH POE ASPHALT ITS PRINCIPAL PLACE OF BUSINESS AT 2732 N. BECK ROAD, POST FALLS, IDAHO 83854.

WHEREAS, staff has recommended that the City of Coeur d'Alene enter into an Agreement with Poe Asphalt, for the 2007 Overlay Project pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as 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 an Agreement, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6<sup>th</sup> day of March, 2007.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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



# CITY COUNCIL STAFF REPORT

**DATE:** March 6, 2007  
**INITIATED BY:** Richard Suchocki, Project Manager  
**SUBJECT:** Approval of Low Bidder 2007 Overlay

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## DECISION POINT

Staff is requesting City Council to approve Poe Asphalt as low bidder for the 2007 Overlay project.

## HISTORY

The City received three responsive bids for the 2007 overlay program.

Norms Utility Contractor	\$783,198.50
Interstate Concrete and Asphalt	\$773,371.69
Poe Asphalt	\$761,600.35
Engineer's Estimate	\$678,564.30

## FINANCIAL ANALYSIS

The overlay program is a budgeted item.

## PERFORMANCE ANALYSIS

The City of Coeur d' Alene received three responsive bids for this years overlay. However, the bids were all over the engineers estimate. The biggest increase in cost was due to the price of asphalt and the traffic control.

## SUMMARY / RECOMMENDATION

Staff recommends a motion to approve Poe Asphalt as low bidder and to enter into a contract.

## CONTRACT

THIS CONTRACT, made and entered into this 6<sup>th</sup> day of March, 2007, 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 83854, hereinafter referred to as "**CONTRACTOR**",

### WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2007 Overlay Project** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship. **The placement of asphalt overlay material shall not begin prior to Prior to July 4<sup>th</sup>, 2007.**

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

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

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Seven Hundred Sixty-One Thousand Six Hundred Dollars and 35/100's (\$761,600.35).

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

The number of calendar days allowed for completion of the Contract work shall be 60 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

The **CONTRACTOR** further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

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

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

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

The term “CONTRACT DOCUMENTS” means and includes the following:

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

- N) Special Provisions
- O) Plans
- P) Addenda

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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

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

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

**CONTRACTOR:  
POE ASPHALT PAVING, INC.**

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

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

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 6<sup>th</sup> day of March, 2007, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_ day of March, 2007, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Poe Asphalt Paving, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually** county 446-148  
state 208-884-7061

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

# 366-83  
 [Office Use Only] Amt Pd 93.33 mth  
 Rec No 250 759  
 Date 2/14/07  
 Date to City Council: 03/06/07  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise <b>+</b>	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00
	Beer                      Wine                      Liquor                      Consumed on premise    yes    no	

*located next to Louie's - New license*

Business Name	<u>Fishermans Market</u>		
Business Address	<u>215 W KATHLEEN</u>		
City State Zip	<u>Coeur d' Alene Idaho 83814</u>		
Business Contact	Telephone Number:	Fax:	
<u>Jennifer Palm</u>	<u>208-777-8627</u>	<u>SAME (call first)</u>	
Manager Name	<u>Robert Palm</u>		
Manager Home Address	<u>703 W Dundee Post Falls Id 83854</u>		
Manager Information	Social Security No.	Date of Birth	
	<u>[REDACTED]</u>	<u>12-11-52</u>	
Manager Contact	Telephone:	Cell:	e-mail:
Manager Place of Birth	<u>medford OR</u>		
License Applicant	<u>Robert Palm</u>		
Filing Status (circle one)	Sole Proprietor	<u>Corporation</u>	Partnership    LLC
Address of Applicant	<u>703 N Dundee Post Falls Id 83854</u>		
Applicants Prior Address for past five years	<u>SAME AS ABOVE</u>		
Applicants Prior Employment for past 5 years	<u>(EX) OWNER - Rapid Refill Ink CDA</u>		

**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 #362.50  
 Rec No \_\_\_\_\_  
 Date 2/27/07  
 Date to City Council: 3/6/07  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv Adding hard alcohol

*paid \$400 for Beer/Wine  
 difference for hard alcohol*

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input checked="" type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00
	Beer                  Wine                  Liquor                  Consumed on premise    yes    no	

Business Name	<u>Paddy's Sports Bar</u>		
Business Address	<u>601 W. Appleway</u>		
City State Zip	<u>Cd'A ID 83815</u>		
Business Contact	Telephone Number:	Fax:	
	<u>208-765-0701</u>		
Manager Name	<u>Richard Hanton</u>		
Manager Home Address	<u>4027 Shoreview Ln CdA ID 83814</u>		
Manager Information	Social Security No. <u>[REDACTED]</u>	Date of Birth <u>12-6-56</u>	
Manager Contact	Telephone: <u>765-0701</u>	Cell: <u>699 7339</u>	e-mail: <u>Richhanton@adelphia.net</u>
Manager Place of Birth	<u>Crestline Ohio</u>		
License Applicant			
Filing Status (circle one)	Sole Proprietor	<u>Corporation</u>	Partnership    LLC
Address of Applicant	<u>Same</u>		
Applicants Prior Address for past five years	<u>Same</u>		
Applicants Prior Employment for past 5 years	<u>Same</u>		



**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 762.50  
 Rec No \_\_\_\_\_  
 Date 2/27/07  
 Date to City Council: \_\_\_\_\_  
 Reg No. 2/27/07  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Check the ONE box that applies:

*Addition of hard alcohol*

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00
<input type="checkbox"/>	Beer                  Wine                  Liquor                  Consumed on premise    yes    no	

Business Name	Fort Ground Grill		
Business Address	705 River Ave		
City State Zip	Coeur d'Alene Id 83814		
Business Contact	Telephone Number:	Fax:	
	208-664-6186		
Manager Name	Steve Widmyer		
Manager Home Address	1319 Ash Ave		
Manager Information	Social Security No.	Date of Birth <u>9/17/60</u>	
Manager Contact	Telephone: 664-9637 Cell: 661-4069 e-mail:		
Manager Place of Birth	Stillwater Minn		
License Applicant	Fort Ground LLC		
Filing Status (circle one)	Sole Proprietor	Corporation	Partnership <u>LLC</u>
Address of Applicant	705 River Ave.		
Applicants Prior Address for past five years	1319 Ash Ave C d A.		
Applicants Prior Employment for past 5 years	Self.		



**CITY COUNCIL  
STAFF REPORT**

**DATE:** March 6, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Daniel Condominiums, Leslie Condominiums, and, Idaho Pacific West LLC  
Condos, Final Plat Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plats of the Daniel Condominiums, Leslie Condominiums, and, Idaho Pacific West LLC Condos.

**HISTORY**

**Applicant:** Mike Hathaway  
Ruen-Yeager & Associates  
3201 N Huetter Road  
Suite 102  
Coeur d'Alene, ID 83814

**Location:** Kaleigh Court, north of Spokane Avenue between 7<sup>th</sup> & 9<sup>th</sup> Streets.

**Previous Action:**

1. Preliminary plat approval for Daniel Condominiums, October 2006.
2. Preliminary plat approval for Leslie Condominiums and Idaho Pacific West LLC Condos, January 2007.

**FINANCIAL ANALYSIS**

There are no financial issues related to these condominium developments.

**PERFORMANCE ANALYSIS**

The subject properties are all occupied by existing duplex type condominium units. All improvements were addressed with the underlying subdivision (Jae's Place) and the building permits for the subject properties.

**QUALITY OF LIFE ANALYSIS**

The final plat approval will allow the developer to proceed with the sale of the individual units.

**DECISION POINT RECOMMENDATION**

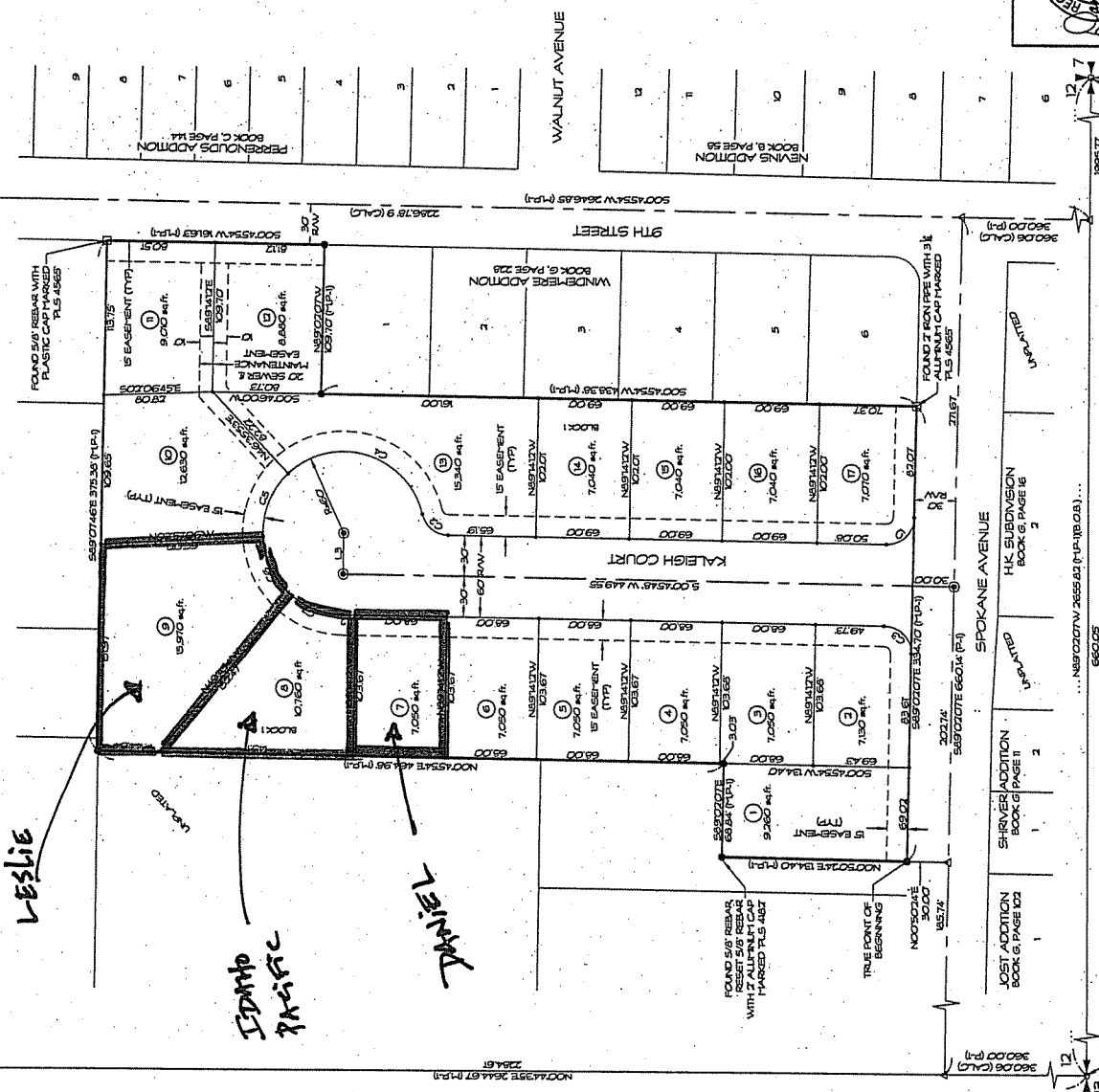
1. Approve the final plats of the Daniel Condominiums, Leslie Condominiums and the Idaho Pacific West LLC Condos.

# JAE'S PLACE

REPLAT OF LOT 7, BLOCK 1, WINDEMERE ADDITION,  
 PORTION OF THE SOUTHEAST QUARTER SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

CENTER 1/4 CORNER  
 FOUND 2" ALUMINUM CAP  
 INSTRUMENT WELL IN CLOSET STREET  
 CIP INSTRUMENT NUMBER 040075

FOUND 1/2" REBAR WITH  
 RED CAP ILLEGIBLE AT  
 INTERSECTION OF 9TH STREET  
 AND LOCUST AVENUE



CURVE TABLE			
CURVE LENGTH	RADIUS	DELTA	CHORD
C1	51.35	20.00	10.93
C2	26.36	35.70	20.97
C3	51.49	30.00	20.07
C4	26.34	60.00	19.416
C5	50.89	60.00	49.259
C6	40.33	60.00	37.747
C7	40.33	60.00	37.937
C8	40.33	60.00	38.80
C9	40.33	60.00	52.024

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.66	N67°55'31"
L2	9.65	S00°58'50"W
L3	30.00	S85°34'56"



- LEGEND**
- FOUND INSTRUMENT AS NOTED
  - 5/8" x 30" REBAR WITH 7" ALUMINUM CAP MARKED PLS ASST TO BE SET IN PAVEMENT
  - 1/2" x 24" REBAR WITH 7" ALUMINUM CAP MARKED PLS ASST
  - ▲ 1/2" x 24" REBAR WITH PLASTIC CAP MARKED PLS ASST TO BE SET
  - △ CALCULATED POINT, NOTHING SET
  - ▽ REASURER VALUE
  - ✕ PUBLIC LANDS SURVEY CORNER AS RECORDED

**BASIS OF BEARING**

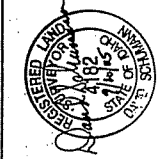
(810) THE BASIS OF BEARING IS THE SOUTH LINE OF SOUTHEAST QUARTER OF SECTION 12, SHOWN HEREIN AND ON (P.1) AS SOUTH 89°20'07" EAST OF THE MERIDIAN OF THE COEUR D'ALENE HORIZONTAL CONTROL P.M.S.

**REFERENCE DOCUMENT**

(P-1) PLAT OF WINDEMERE ADDITION, PREPARED BY JULIE BURNERS, INC. AND RECORDED IN BOOK 6, PAGE 16, RECORDS OF KOOTENAI COUNTY, IDAHO.

**GENERAL NOTES**

1) THE 1/2" REBAR SHOWN HEREIN ARE FOR THE INSTALLATION OF BRANCHED UTILITIES AND STREET DRAINAGE FACILITIES.



**Lake City Engineering, Inc.**  
 3221 North Huettner Road Coeur d'Alene, Idaho 83814  
 Phone: (208) 808-0230 Fax: (208) 876-0510

DRAWN BY: A/D DATE: 5/12/05 SCALE: 1" = 60'  
 CHECK'D BY: DES DATE: 5/12/05 FILE SPEC: ACRES/PLAT/ROWS  
**SHEET 1 OF 2 SHEETS**

SHOWER ADDITION BOOK 6, PAGE 11  
 UNPLATTED  
 H.K. SUBDIVISION BOOK 6, PAGE 16  
 UNPLATTED  
 WINDMERE ADDITION BOOK 6, PAGE 23  
 UNPLATTED  
 WINDEMERE ADDITION BOOK 6, PAGE 16  
 UNPLATTED

FOUND 3/4" IRON PIPE SOUTH 1/4 CORNER  
 CIP INSTRUMENT NUMBER 047454

FOUND 2" ALUMINUM CAP IN PAVEMENT WELL  
 CIP INSTRUMENT NUMBER 180254

FOUND 2" IRON PIPE WITH 3/4" ALUMINUM CAP MARKED PLS 4565

FOUND 2" IRON PIPE WITH 3/4" ALUMINUM CAP MARKED PLS 4565

FOUND 1/2" REBAR WITH RED CAP ILLEGIBLE AT INTERSECTION OF 9TH STREET AND LOCUST AVENUE

FOUND 2" ALUMINUM CAP WITH 7" ALUMINUM CAP MARKED PLS 4565

FOUND 2" ALUMINUM CAP WITH 7" ALUMINUM CAP MARKED PLS 4565

FOUND 2" ALUMINUM CAP WITH 7" ALUMINUM CAP MARKED PLS 4565

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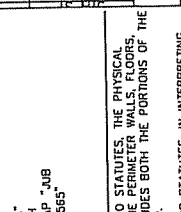
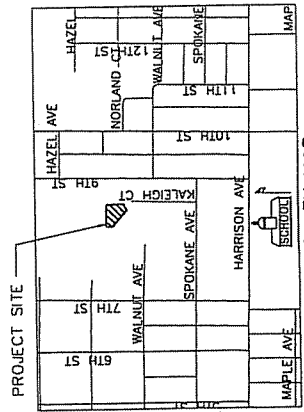
FOUND 2" ALUMINUM CAP WITH 7" ALUMINUM CAP MARKED PLS 4565



# LESLIE CONDOMINIUMS

LOT 9, BLOCK 1 OF JAE'S PLACE,  
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
 BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

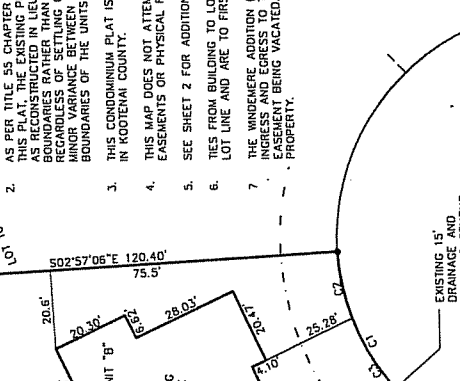
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 INSTRUMENT NO. \_\_\_\_\_



**SURVEYOR'S NOTES**

- AS PER TITLE 55 CHAPTER 15 SECTION 55-1509 OF THE IDAHO STATUTES, THE PHYSICAL BOUNDARIES OF THE UNIT ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, DOORS, CEILINGS, WINDOWS AND DOORS THEREOF, AND THE UNIT INCLUDES BOTH THE PORTIONS OF THE BUILDING SO DESCRIBED AND THE AIRSPACE SO ENCOMPASSED.
- AS PER TITLE 55 CHAPTER 15 SECTION 55-1509 OF THE IDAHO STATUTES, IN INTERPRETING OR THIS PLAT, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHALL BE CONSIDERED AS THE BOUNDARIES OF THE UNIT. THE SURVEYOR HAS ADVISED THE ADJACENT OWNERS OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES AS SHOWN ON THIS PLAT AND THE ACTUAL BOUNDARIES OF THE UNITS OF THE BUILDING.
- THIS CONDOMINIUM PLAT IS SUBJECT TO THE DECLARATION RECORDED UNDER INST. 1 IN KOOTENAI COUNTY.
- THIS MAP DOES NOT ATTEMPT TO SHOW ALL UNRECORDED EASEMENTS, PRESCRIPTIVE EASEMENTS OR PHYSICAL FEATURES OF THE PROPERTY.
- SEE SHEET 2 FOR ADDITIONAL DIMENSIONS AND AREAS.
- TIES FROM BUILDING TO LOT CORNERS AS SHOWN ON THIS SHEET ARE PERPENDICULAR TO THE LOT LINE AND ARE TO FIRST FLOOR EXTERIOR WALL CORNERS.
- THE WINDMERE ADDITION (R1) RECEIVED THIS 20' EASEMENT FOR THE PURPOSES OF THE WINDMERE ADDITION (R1) ADJOINING PROPERTY. THERE IS NO RECORD OF THIS EASEMENT BEING VACATED. THE EASEMENT APPEARS TO BE UNUSED BY THE ADJOINING PROPERTY.

FOUND 1/2" REBAR WITH CAP MARKED "LS 4282".  
 REPLACED WITH A 5/8" X 30" REBAR WITH CAP MARKED "RUEB YEAGER PLS 11187".



**BASIS OF BEARING**

THE BEARING OF NORTH 00°45'48" EAST BETWEEN THE FOUND MONUMENTS ON THE CENTERLINE OF KALEIGH COURT ACCORDING TO THE PLAT OF JAE'S PLACE.

**BASIS OF ELEVATIONS**

CITY OF COEUR D'ALENE BENCHMARK D-7, RR SPIKE IN LIGHT POLE AT THE CORNER OF SUMMIT AVE. AND GOVT WAY. ELEVATION=2210.23 FEET.

CURVE	LENGTH	BEARING	DELTA	CHORD	CHORD BRG.
C1	59.93	60.00	47°44'43"	48.56	563°10'07" W
C2	39.93	60.00	17°08'44"	17.89	578°28'06" W
C3	32.04	60.00	30°35'59"	31.66	554°35'45" W

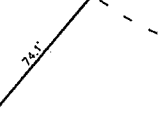
**REFERENCES**

R1 PLAT OF JAE'S PLACE, RECORDED IN BOOK J OF PLATS, IDAHO, PAGES 254 AND 254-R RECORDS OF KOOTENAI COUNTY, IDAHO.

R2 PLAT OF WINDMERE ADDITION, RECORDED IN BOOK G OF PLATS, PAGE 228 AND 228-R, RECORDS OF KOOTENAI COUNTY, IDAHO.

**LEGEND**

- SET 5/8" X 30" REBAR WITH A PLASTIC CAP, MARKED "RUEB YEAGER PLS 11187", UNLESS OTHERWISE NOTED.
- FOUND 2" ALUMINUM CAP MARKED "LCE PLS 4182" UNLESS OTHERWISE NOTED.
- FOUND 5/8" REBAR WITH CAP MARKED "PLS 0798"



**SURVEYOR'S CERTIFICATE**

I, DARREL G. RAMUS, PLS NO. 1187, A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME OR UNDER MY DIRECT SUPERVISION IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

SECTION	TWN.	RNG.	SCALE	PLAT DATE	CHECKED BY
12	50N	4W	1" = 20'		RVA
					DRAWN BY
					DATE
					BY
					1 OF 3

**RUEB-YEAGER & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS AND SURVEYORS  
 219 PINE ST.  
 COEUR D'ALENE, IDAHO 83814 (208)332-0820  
 SPOKANE, IDAHO 83804 (208)385-4679  
 WASHINGTON, D.C. 20004 (202)883-3735



# ANNOUNCEMENTS



# Memo to Council

DATE: February 28, 2007

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the March 6th Council Meeting:

(Mr.) Kay Nelson

Jewett House Advisory Board

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Steve Anthony, Jewett House Advisory Board Liaison

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE  
MINUTES**

February 26, 2007

4:00 p.m., Council Chambers

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairman  
Ron Edinger  
A.J. "Al" Hassell, III

**CITIZENS PRESENT**

Andy Emberton, Director for Ironman  
Eric Childress, Sign Board  
Gregg Peak, Sign Board  
Steve Piscitello, Sign Board

**STAFF PRESENT**

Kathy Lewis, Deputy City Clerk  
Doug Eastwood, Parks Director  
Jon Ingalls, Deputy City Administrator  
Monte McCully, Trial Coordinator  
Mike Gridley, City Attorney  
Dan Cochran, Deputy Fire Chief  
Brian Halverson, Fire Inspector  
Susan Weathers, City Clerk  
Sgt. Lee Brainard

**Item 1.** Council Bill No. 07-1007 / Amendments to the Fireworks Stand Regulations.  
**(Agenda Item)**

Kathy Lewis reported that fireworks stands are being operated by people from outside of Coeur d' Alene. The City requires a night watchman be present or all merchandise removed from the stand when it is not open. There have been problems with watchmen living in cars, defecation and urination in parking lots, and littering, as many of the restrooms and eating areas at the stores where the stands are located are closed during the night. The amendment will require the night watchman have self contained living quarters. Another change is the hours of operations to 8:00 a.m. to 10:00 p.m. There have been problems because the distributor often signs the application for the operator, with the operator unaware of City regulations. By submitting a signed safety sheet at the time the permit is applied for, the applicant is informed of the regulations. The applicant would then be responsible to obtain a signed safety form from any person working in the stand. This ensures that all persons working in the stand are aware of the rules. The permit could be revoked for non-compliance, or a citation issued. Kathy further noted that the stands are operated from June 23rd to July 5th. Lastly, Kathy noted that time spent by City staff for enforcement should decline as there would be less reporting of problems, time spent investigating and more education of regulations, plus stricter consequences for non-compliance. This will also reduce the Fire Inspector's time trying to determine what products are in the stand and whether or not they are legal.

**MOTION: THE COMMITTEE is recommending that the City Council approve the Municipal Code amendment to Chapter 15.24 - Fireworks Stands Regulations as proposed and direct staff to prepare an Ordinance for adoption.**

**Item 2.** Council Bill No. 07-100/ / Revised Sign Code.  
**(Agenda Item)**

Kathy Lewis reported that the current Municipal Code Chapter 15.24 entitled Sign Code has been in place for many years and has been modified in many places, making the Code cumbersome to use. The current Sign Board members have actively rewritten the code over the past 2 ½ years to make it more concise, shorter, more user-friendly, in a more logical order, and designed for the future. Kathy introduced the Sign Board members present as Eric Childress, Greg Peak and Steve Piscitello. Kathy said the Board members have done surveys and public workshops to get the public comments regarding the amendments. The premise behind the new proposed code is to tailor the size of freestanding signs to the driving lanes in front of the sign location. Four lane roads such as Highway 95 require larger signs for visibility, and smaller signs are more appropriate for two lane roads such as downtown Sherman, which is more pedestrian in nature. The height maximums would remain the same. Rather than

hunt through codes for freestanding signs, the proposed code includes a matrix that can be used as a worksheet for their calculations. The matrix incorporates the zoning which ties the Sign Code to the City's zoning as well. The current code allows no more than two freestanding signs with a 75 foot separation. The new code would allow more if the subject property had sufficient frontage but the signs would be smaller and require a 100 foot separation. The proposed code continues to limit off premise signage, but would allow some temporary off premise directional signage for community events; such as Art on the Green and Street Fair, etc. The proposed Code would grant additional allowances for properties abutting more than one street but includes a zoning factor and density factor which makes signs usually smaller and further apart to avoid the "popsicle" stick effect. The proposed code would give the Sign Board the authority to hear "appeals" on cases other than topography. The current signs would be grandfathered until a business changes in type or owners. At that time, the sign would have to come in compliance with the new Code. The proposed Code includes stronger penalties for violations. Lastly, the Sign Board held two public workshops, the last one January 8th, and also did a survey with good response from the public. Council Member Hassell requested staff modify the verbiage of Section 15.24.280 to clarify the requirements of nonconforming signs and Section 15.24.045 (A) to clarify *Four (4) voting members shall constitute a quorum.*

**MOTION: THE COMMITTEE is recommending that the City Council approve the proposed amendments to Municipal Code Chapter 15.24 with the provision that Section 15.24.045 (A) and 15.24.280 (A-1) are amended as requested by the Committee and direct staff to prepare an Ordinance to be adopted at a future City Council meeting.**

**Item 3.** Idaho Transportation Department / Atlas Trail Extension Agreement.  
**(Agenda Item)**

Doug Eastwood introduced Monte McCully the City's new Trail Coordinator. Doug reported that the Atlas Trail is a class I pedestrian bike trail which runs along Atlas Road from just north of Kathleen Avenue to its terminus just south of Appaloosa Road. The Atlas Trail extension is a project designed to connect the existing Atlas Trail with Seltice Way including a ramp that will connect the Atlas Trail to the existing Centennial Trail. The project will be in the Highway Development Program for construction in 2010. Doug noted that ITD is asking for \$10,000 to cover incidental services. The monies are required to begin services and needed at the time the State/Local agreement is filed. The total cost for the project is \$555,000. The State will pay for \$500,000 and the City's match for the project will be \$55,000, plus any costs of the project over the \$500,000 federal aid limit. The matching fund grant is 90/10, with 10% of the project's cost coming from the City. The City's funding is in the Parks Capital Improvement Fund – Bike Path line item.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-018 authorizing a State and Local Agreement with the Idaho Transportation Department for construction of the Atlas Tail Extension.**

**Item 4.** Ironman Presentation / New Bike Route through City.  
**(Agenda Item)**

Andy Emberton, Race Director for the Ford Ironman USA Coeur d' Alene Race, reported that after the 2006 event he was approached by the Chamber of Commerce and the City of Coeur d' Alene indicating that the cities of Hayden and Dalton Gardens wish to reroute the bike course through those cities. Last summer they began exploring different means for the bike route going north. What he is presenting tonight is what they feel is the best route that would be the least disruptive to the community. Andy proceeded to describe the route in detail. He noted that they have worked with the Police Department and looked at different scenarios to go north and they believe this is the best route because Government Way has two lanes of traffic in each direction. By utilizing the center section for the bikes it will allow them to leave Government Way open for north / south traffic. Andy noted that traffic on the east and west side of the city can use I-90 as a quick and easy way to cross the bike route. Andy

added that 4<sup>th</sup> Street, 15<sup>th</sup> Street and Northwest Boulevard/Ramsey would not work because of the freeway on and off ramps. The closure of these streets would also isolate large sections of the residential community whereby the only way they could get out of their neighborhood is to cross the bike route which would cause a great deal of delays. Andy added that they understand that with an event of this capacity people are going to be inconvenienced. They are making every attempt to make this the least inconvenient route as possible. Andy then reviewed various intersection details on the route. He added that this plan was developed in cooperation with the Coeur d' Alene Police Department and the Kootenai County Sheriffs Office so as not to prohibit the movement of emergency vehicles.

Sgt. Lee Brainard addressed some of the safety issue addressed by the Council Members.

**PUBLIC COMMENTS:**

Mr. Dell Kerr, business owner, asked for clarification how traffic will get east and west from downtown to Kathleen. Andy replied that I-90 will be the easiest route to get east to west. Mr. Kerr asked if road closure signs will be displayed to detour traffic to those points. Andy indicated signs will be on the route, I-95 and at various locations in advance of the race, they anticipate the week of June 11<sup>th</sup>. Mr. Kerr asked how many hours Government Way will experience these delays. Andy responded approximately 8:30 a.m. to 5:30 p.m. Mr. Kerr believes the business' along Government Way will be enormously impacted because of the delays and inconvenience. He also believes this splits the city at a major roadway and he's concerned how emergency vehicles will get from one side to the other. Mr. Kerr added that the business' on Government have suffered tremendously over the last couple of years and he does not understand why the City would allow the route on this major roadway. Mr. Kerr hopes the City will reconsider a different route like Ramsey Road or 15<sup>th</sup> Street.

Mr. Mark Grannis, business owner, addressed how this will impact their business. They operate convenient stores, key being convenient, ingress and egress. They've already decided they are going to close their business for the day. There is no way they can financially break even that day. He wishes that Ironman would go away. He believes the business' effected by this should have had the opportunity to be involved in the decision making in the beginning. He's going to make a big banner asking Ironman go home. He's going to contact the TV stations and the radio stations to let them know how upset he is about this. He does not see any positive benefit to his business from this event.

Mr. Ray Grannis, business owner, feels the route would be best going north on Ramsey Road. Ramsey does not have the number of business that Government Way has. More consideration needs to be given to the business' that support this town and have been here for many years. He believe that small business no longer has a voice in Coeur d' Alene. Mr. Grannis added that small business' built Coeur d' Alene and they are still important.

Council Member Goodlander announced that after this event the city will look at the impact this route had on the City and see if they need to reconsider the route in future years. She invited the gentlemen to attend the city council meeting Tuesday night to again address their concerns and also recommended the they contact the Chamber of Commerce with their concerns.

**MOTION: THE COMMITTEE is recommending that the City Council approve the 2007 Ironman Bike Course as submitted.**

The meeting adjourned at 6:00 p.m.

Respectfully submitted,

**DEANNA GOODLANDER, Chairman**

Juanita Van Cleave, Recording Secretary

## STAFF REPORT - FIREWORKS

To: General Services and City Council  
From : Municipal Services / Fire Department , by Kathy Lewis  
Re: Fireworks Stands  
Date: February 16, 2007

**Decision Point:** Should the City Council approve the changes to the Municipal Code regarding fireworks stands to include:

1. Self contained living quarter for watchman
2. Hours of operation limited to 8:00 am to 10:00 pm at night
3. Requiring list of items sold in stands provided to Fire Dept. by June 1st
4. Applicants notarized signature on application
5. Consequences of non-compliance

**History:** All the stands are being operated by people from out of the City. The City requires a night watchman be present or all merchandise removed from the stand when it is not open. There have been problems with watchmen living in cars, defecation, and urination in parking lots, and littering, as many of the restrooms and eating areas at the stores where the stands are located are closed during the night. There have been problems because the distributor often signs the application for the operator, with the operator unaware of City regulations. By submitting a signed safety sheet at the time the permit is applied for, the applicant is informed of the regulations. The applicant would then be responsible to obtain a signed safety form from any person working in the stand. This ensures that all persons working in the stand are aware of the rules. The permit could be revoked for non-compliance, or a citation issued.

**Financial Impact:** The stands are operated from June 23rd to July 5th. The operator would need to support the cost of providing a self contained unit for this period. The time spent by the City staff for enforcement should decline as there would be less reporting of problems, time spent investigating and more education of regulations, plus stricter consequences for non-compliance. This will also reduce the Fire Inspector's time trying to determine what products are in the stand and whether or not they are legal.

**Quality of Life:** Reduction in litter and less confrontation between stand operators and enforcement personnel.

**Decision Point:** Should the City Council approve the Changes to the Municipal Code Section 8.12 entitled Fireworks as proposed.

COUNCIL BILL NO. 07-1007  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 8.12.020 TO REQUIRE A PERMIT ISSUED BY THE FIRE DEPARTMENT FOR SPECIAL FIREWORKS; AMENDING SECTION 8.12.030 TO SET HOURS OF OPERATION FOR FIREWORK STANDS; AMENDING SECTION 8.12.040 TO ESTABLISH PERMIT REQUIREMENTS FOR FIREWORK STANDS; AMENDING SECTION 8.12.050 TO REQUIRE FIREWORK STAND OPERATORS TO POST NO SMOKING SIGNS, CLEAR FLAMMABLE WEEDS AND GRASS AROUND STAND AND TO PROVIDE A SELF CONTAINED LIVING UNIT FOR EMPLOYEES; AMENDING SECTION 8.12.110 TO PROHIBIT FIREWORKS ON PUBLIC PROPERTY; ADOPTING A NEW SECTION 8.12.120 TO PROVIDE THAT ANY VIOLATION OF CHAPTER 8.12 SHALL BE PUNISHABLE AS A MISDEMEANOR WITH A FINE OF NOT MORE THAN \$1,000 OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the 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 Section 8.12.020, is amended to read as follows:*

**8.12.020: FIREWORKS PROHIBITED; EXCEPTION; PERMIT:**

It is unlawful for any person in the City to import, export, offer for sale, sell, possess, keep or store or permit the keeping or storing of any fireworks, other than nonaerial common fireworks, for any use or purpose, except that a person holding a special fireworks permit issued by the Fire Department, pursuant to the terms and conditions of this Chapter may use special fireworks for a safely supervised and conducted public display of fireworks. ~~Temporary storage of special fireworks shall not be permitted in the City of Coeur d'Alene.~~

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**SECTION 2.** *That Coeur d'Alene Municipal Code Section 8.12.030, is amended to read as follows:*

**8.12.030: PERMIT; REQUIRED; HOURS OF SELLING:**

No person without having a valid fireworks permit issued pursuant to terms and conditions set forth in this Chapter shall import, export, possess for the purpose of sale, offer for sale, or sell any fireworks for any use or purpose. No fireworks shall be sold or offered for sale or discharged within the City except between ~~twelve o'clock (12:00 p.m.) (noon), June 23 and twelve o'clock (12:00) midnight~~ 10 p.m. July 5 of each year or except between twelve o'clock (12:00 p.m.) (noon) December 26, 1999, and twelve o'clock (12:00) midnight 10 p.m. January 1, 2000, except as provided for in subsection 8.12.040D of this Chapter. The hours of permitted operation for each fireworks stand shall be 8:00 a.m. to 10 p.m.

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**SECTION 3.** *That Coeur d'Alene Municipal Code Section 8.12.040, is amended to read as follows:*

**8.12.040: PERMIT; APPLICATION; CONTENTS:**

A. Non-Aerial Common Fireworks: Any person desiring to sell nonaerial common fireworks ~~must shall~~ file an his application for a permit with the City Clerk no later than May 15 of any year for a permit to sell during that year. The application must be signed by both the applicant and operator and contain the following information:

1. The name and address of applicant;
2. The names and addresses of the officers, if any, of the applicant;
3. The name and address of the person who will be operating the stand.
3. The location where the applicant will sell fireworks;
4. The name and address of any wholesaler or distributor from whom the retailer proposes to purchase fireworks for resale;
5. The applicant's State sales tax permit number;
6. The manner, methods, and times when and how the applicant proposes to sell fireworks;
7. A drawing depicting the stand dimensions, location of the stand on the property with setbacks from property lines, and uses of adjacent properties.
8. A copy of the "Fireworks Safety Form" signed by the operator and each person employed to work in a fireworks stand. A signed copy of the "Fireworks Safety Form" for each new employee must be submitted to the City before the new employee starts selling fireworks.

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9. A complete list of the fireworks that the operator desires to sell at the stand. Additions to the list must be approved in writing by the City before the new fireworks are placed in the stand for sale.

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- B. Special or Theatrical Firework Displays: Any person desiring to use fireworks as part of a theatrical production or desiring to make a public display of special fireworks, other than nonaerial common fireworks, within the City shall file his application for a permit with the City Clerk Fire Department at least twenty (20) days in advance of the proposed event. Issuance of a permit for public displays of special fireworks shall be governed by the currently adopted International Fire Code.

- ~~D. Any person desiring to use fireworks as part of a play or similar theatrical production shall first obtain a permit following the same procedures as set out in subsection C of this Section, which permit shall not be issued until all of the requirements of Idaho Code section 39-2605(1)(a) and (4) are met.~~

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**SECTION 4.** *That Coeur d'Alene Municipal Code Section 8.12.050, is amended to read as follows:*

**8.12.050: APPLICANT; INVESTIGATION; PERMIT APPROVAL OR DENIAL STANDARDS:**

The Fire Chief or his designee shall cause an investigation to be made of each application and submit a report of his findings and recommendations for or against the issuance of the permit, together with his reasons therefor, to the Council. The Council shall have the power in its discretion to grant or deny any application subject to such reasonable conditions, if any, as it shall prescribe and subject to the following conditions:

- A. Retail sale of fireworks to be permitted from temporary stands only. No sales to be permitted from permanent buildings or structures;
- B. Temporary stands need not comply with the requirements of the Building Code of the City; provided, however, that all such stands shall be erected under the supervision of the Fire Chief or his designee. Stands shall be constructed in a safe manner and of such materials as will ensure the safety of the attendants, patrons and other persons. If wired for electricity, the wiring must conform to the Electrical Code of the City;
- C. Each stand shall have at least two (2) exits at least thirty inches (30") wide which shall be unobstructed at all times and one additional exit for each twenty five feet (25') of rear wall area in excess of twenty five feet (25'). All doors shall open outward and be free and clear at all times;
- D. Each stand shall have at least two (2) 2-A rated, 2.5 gallon, water fire extinguishers approved by the Fire Chief or his designee, located in a readily accessible place;

- E. No smoking shall be permitted in or within twenty five feet (25') of a fireworks stand and the premises shall be posted with "no smoking" signs ~~in a manner approved by the Fire Chief or his designee on all four sides of each stand;~~
- F. All flammable weeds, grass and other combustible material shall be cleared from the fireworks stand and for a distance of not less than twenty feet (20') on each side of the stand;
- G. Fireworks stands shall not be located within twenty five feet (25') of any other building or structure nor within fifty feet (50') of the property line of any gasoline station, oil storage tank or premises where inflammable liquids are kept or stored, nor within one hundred feet (100') of fuel-dispensing devices;
- H. Each fireworks stand shall have an adult supervisor in attendance at all times. No child or children under the age of sixteen (16) years shall be allowed inside any fireworks stand at any time, nor shall any child under the age of sixteen (16) years be allowed to sell fireworks;
- I. Fireworks stands shall be located only in those areas within the City where business or commercial activities are authorized;
- J. Fireworks shall not be discharged, ignited or exploded within one hundred feet (100') of any fireworks stand, gasoline station, oil storage tank or premises where inflammable liquids are kept or stored;
- K. No fireworks stand shall have a floor area in excess of seven hundred fifty (750) square feet;
- L. If merchandise is left in the stand when not open for business, an adult night watchman shall be present at the location and a self contained living unit or recreational vehicle that includes toilet facilities, must be provided for the watchman. No person employed as a watchman shall be permitted to remain inside any stand when it is not open for business.

**SECTION 5.** *That Coeur d'Alene Municipal Code Section 8.12.110, is amended to read as follows:*

**8.12.110: FIREWORKS PROHIBITED ON PUBLIC PROPERTY:**

- A. Except when permitted as a part of a public display authorized by this chapter, pursuant to sections 8.12.040 and 8.12.050 of 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 or operated park, beach, dock, parking lot or other property, including but not limited to at any time in the Tubb's Hill, "city park", city park parking lot, City Beach, Jewett House beach, city beaches, "Independence Point", "Independence Point parking lot", "Memorial Field", "Memorial Field parking lot", Veterans' Memorial or Veterans' Memorial Park, "McEuen Field", "McEuen Field parking lot", Harbor Center, Harbor Center parking lot, Ramsey park, Ramsey park parking lot, Northshire park, Northshire park parking lot, "City Hall parking lots", Fourth Street parking lot, "Third Street parking lot", or museum parking lot, as those terms are

~~defined in title 1, chapter 1.29 and title 10, chapter 10.26 of this code, nor upon any portion of Tubbs Hill owned or leased by the city of Coeur d'Alene or upon the Third Street watercraft ramps, commercial city dock, mediation dock, or floating docks adjacent to city beach, or upon any and all city owned property designated for use as a public park.~~

~~B. Any violation of this section shall be a misdemeanor as defined in section 1.28.010 of this code.~~

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**SECTION 6.** *That a new section 8.12.120, entitled, "Penalties", is added to the Coeur d'Alene Municipal Code to read as follows:*

**8.12.120: PENALTIES**

Any violation of this chapter shall be a misdemeanor punishable as defined in section 1.28.010 of this code.

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**SECTION 7.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 8.** 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 9.** 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 10.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 6<sup>th</sup> day of March, 2007.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Fireworks Stands Regulations

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 8.12.020 TO REQUIRE A PERMIT ISSUED BY THE FIRE DEPARTMENT FOR SPECIAL FIREWORKS; AMENDING SECTION 8.12.030 TO SET HOURS OF OPERATION FOR FIREWORK STANDS; AMENDING SECTION 8.12.040 TO ESTABLISH PERMIT REQUIREMENTS FOR FIREWORK STANDS; AMENDING SECTION 8.12.050 TO REQUIRE FIREWORK STAND OPERATORS TO POST NO SMOKING SIGNS, CLEAR FLAMMABLE WEEDS AND GRASS AROUND STAND AND TO PROVIDE A SELF CONTAINED LIVING UNIT FOR EMPLOYEES; AMENDING SECTION 8.12.110 TO PROHIBIT FIREWORKS ON PUBLIC PROPERTY; ADOPTING A NEW SECTION 8.12.120 TO PROVIDE THAT ANY VIOLATION OF CHAPTER 8.12 SHALL BE PUNISHABLE AS A MISDEMEANOR WITH A FINE OF NOT MORE THAN \$1,000 OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Fireworks Stands Regulations, 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 6<sup>th</sup> day of March, 2007.

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Warren J. Wilson, Deputy City Attorney

**To:** City Council and General Services Committee  
**From:** Sign Board- Kathy Lewis, Liaison  
**Date:** February 15, 2007  
**Re:** Sign Code Municipal Code of the City of Coeur d'Alene Chapter 15.24

**Decision Point:** Should the City Council repeal the current Municipal Code, Chapter 15.24 entitled Sign Code, and approve and adopt the proposed new Municipal Code, Chapter 15.24 entitled Sign Code.

**History:** The current Municipal Code Chapter 15.24, Sign Code, has been in place for many years and has been modified in many places, making the Code cumbersome to use. The Current Sign Board members have actively rewritten the code over several years to make it more concise, shorter, more user-friendly, in a more logical order, and designed for the future. The premise behind the new proposed code is to tailor the size of freestanding signs to the driving lanes in front of the sign location. Four lane roads such as Highway 95 require larger signs for visibility, and smaller signs are more appropriate for two lane roads such as downtown Sherman, which is more pedestrian in nature. The height maximums would remain the same. Rather than hunt through codes for freestanding signs, the proposed code includes a matrix that can be used as a worksheet for their calculations. The matrix incorporates the zoning which ties the Sign Code to the City's zoning as well. The current code allows no more than two freestanding signs with a 75 foot separation. The new code would allow more if the subject property had sufficient frontage but the signs would be smaller and require a 100 foot separation. The proposed code continues to limit off premise signage, but would allow some temporary off premise directional signage for community events; such as Art on the Green and Street Fair, etc. The proposed Code would grant additional allowances for properties abutting more than one street but includes a zoning factor and density factor which makes signs usually smaller and further apart to avoid the "popsicle" stick effect. The proposed code would give the Sign Board the authority to hear "appeals" on cases other than topography. The current signs would be grandfathered until a business changes in type or owners. At that time, the sign would have to come in compliance with the new Code. The proposed Code includes stronger penalties for violations. Usually the Sign company or business owner installing a sign without a permit receives a warning and they then come get a permit and pay the normal fee. The new code would assess a double fee for the business owner and sign company who do not procure a permit before installing or changing a sign. Under current business practices, customers have been told "don't get a permit just wait until you get caught" and then come in and obtain a permit at the normal cost. Sign Companies and businesses that continue to not comply could be issued a citation that could result in a misdemeanor. The Sign Board held two public workshops, the last one January 8th, and also did a survey with good response from the public.

**Financial Impact:** There would be a cost for codification and publication of the Ordinance. Business owners who buy a business or change a type of business would incur the cost of bringing the new sign into compliance whether it be a reface or an entire new sign.

**Quality of Life:** This would create more uniform development of signs with size appropriate to area, for adequate spacing to avoid clutter, and base size on appropriate need due to visibility from traffic lanes. It would save staff time spent explaining how to determine sign allowance for signs. The proposed formula is very clear and the client can use the matrix to determine freestanding sign allowance. It also saves the client time in calling the City or coming in with questions.

**Decision Point / Recommendation:** Should the City Council repeal the existing Sign Code Chapter 15.24 of the Municipal Code of the City and replace it with the proposed Code developed by the Sign Board of the City. m

27 February 2007 Updated

**DRAFT**

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**CHAPTER 15.24**  
**The City of Coeur d'Alene Sign Ordinance**

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## **I. STRUCTURE**

### **15.24.005: TITLE:**

The ordinance codified in this Chapter shall be known as the COEUR D'ALENE SIGN ORDINANCE, and shall hereinafter be referred to as "this Chapter".

### **15.24.010: PURPOSE:**

The City Council finds and declares that it is necessary to regulate the construction, erection, maintenance, electrification, illumination, type, size, number and location of signs to protect the health, safety, property and welfare of the public; to improve the neat, clean and orderly appearance of the City; to improve the effectiveness of signs in identifying and advertising businesses; to provide for sign needs of special areas, facilities, centers and districts; to preserve and protect the scenic beauty of Coeur d'Alene; and to promote the healthy business climate of Coeur d'Alene.

### **15.24.015: SCOPE:**

Except as provided in this Chapter, no person shall erect, maintain, alter, repair, or move any sign, or cause or permit the same to be done in violation of the provisions of this Chapter. No person in control of any premises in the City shall permit thereon any sign which violates the provisions of this Chapter. Nothing in this Chapter is intended to permit the erection or maintenance of any sign at a place or in any manner unlawful under ordinance, State, or Federal law.

### **15.24.020: COORDINATION WITH STATE LAW:**

Where provisions of this Chapter are more restrictive than State law, the provisions of this Chapter shall apply.

### **15.24.\_\_\_\_ SEVERABILITY:**

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. 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.

**15.24.030: SIGN BOARD:**

There is created a Board to be known as the Sign Board which hereinafter may be referred to as the "Board". The Board shall be appointed by the Mayor and shall consist of eight (8) members, at least five (5) of who are residents and, for business members, shall have their businesses located within the City, and shall be composed of:

- A. Three (3) members of the general public who shall reside within the City limits of Coeur d'Alene;
- B. One retail business owner who is not required to reside within the City limits of Coeur d'Alene as long as the person's retail business is located within the Coeur d'Alene City limits.
- C. One person engaged in the sign industry whose sign business or residence is located with the City of Coeur d'Alene.
- D. One person engaged in a nonprofit, educational or charitable occupation who is not required to reside within the City limits of Coeur d'Alene as long as the person's nonprofit, educational or charitable occupation is located within the Coeur d'Alene City limits and the person resides in Kootenai County.
- E. One person from the Coeur d'Alene Area Chamber of Commerce whose business is located within the City limits of Coeur d'Alene.
- F. One member, for advisory purposes only, who may not vote, who shall be a high school student, whose term shall be for a period of one year.

**15.24.040: SIGN BOARD; APPOINTMENT OF MEMBERS:**

The Mayor shall appoint the members for terms ranging from one to three (3) years on the initial Board to achieve staggered terms and for terms of three (3) years thereafter. Vacancies may be filled by appointment of a successor for the unexpired term. Appointees to vacancies and to succeeding terms shall meet the same qualifications as initial members.

**15.24.035: SIGN BOARD; DUTIES:**

The duties of the Sign Board are:

- A. To promote the achievement of the policies of the Coeur d'Alene sign code.
- B. To periodically review the Coeur d'Alene sign code to ensure that it promotes the public interest.
- C. To hold public hearings to review requested amendments to the Coeur d'Alene sign code.
- D. To prepare and forward to the City Council any proposed amendments to the Coeur d'Alene sign code as approved by the Board.
- E. To receive written complaints.
- F. To hear and rule on appeals from any person who has been affected by a decision or order of the City or its designees in the enforcement and administration of the Coeur d'Alene Sign Code.
- G. To hear and rule on variances requested.
- H. To hear and rule on any other matters assigned by ordinance to the Board.

**15.24.045: SIGN BOARD; ORGANIZATION; HEARING PROCEDURES; MEMBERS WITH WORKING INTERESTS NOT TO VOTE:**

- A. The Board shall elect one of its members as chairman and another as vice chairman to preside in the absence of the chairman. Four (4) **voting** members shall constitute a quorum. A majority of members present shall render all decisions.
- B. The Board shall meet at such times and places as may be determined by the chairman or by a majority of the members of the Board or as requested by the Mayor or a majority of the City Council.
- C. Hearings before the Board will follow the rules of procedures for City Council quasi-judicial hearings established by resolution of the City Council.
- D. If any member has a fiduciary interest in the matter before the Board, he may be counted for the purpose of obtaining a quorum enable the Board to take action, but may not participate in any discussion or vote and must declare a conflict of interest. He should excuse himself from the meeting at that point, and not return until the discussion on the matter is completed or the matter has been voted upon.
- E. Decisions of the Board will be in writing, including findings and conclusions regarding the evidence presented. A copy of the Board's decision will be mailed to the appellant and published in the official newspaper.

**15.24.050: SIGN BOARD; SECRETARY:**

The City Administrator or Administrator's designee shall serve as secretary for the Board.

**II. GENERAL REQUIREMENTS-SIGNS**

All signs displayed in the City of Coeur d'Alene must be constructed of durable materials, designed and lettered in a professional manner, erected according to sound structural practices and kept in good repair.

**SIGNS BY TYPE**

**15.24.526: A-FRAME SIGNS:**

A-frame signs are permitted on an annual basis under the following conditions:

- A. The applicant must submit scale drawings of the proposed sign and its proposed placement.
- B. Sign panels shall have a maximum width of 36 inches and a maximum height 48 inches. Exception: Sign panels in the Downtown B.I.D. shall not be less than 36 inches high and 18 inches wide or more than 48 inches high and 24 inches wide.
- C. Signs must be constructed of sturdy, weatherproof panels and good quality hardware. Signs must be constructed and lettered in a professional manner.
- D. A-frame signs must consist of two faces hinged at the top. They must be designed to prevent collapse. Signs must have non-skid "feet". Signs must have handles or other provisions for portability.
- E. All signs must be structurally stable and be able to withstand wind per current building code requirements, or the owner is responsible to ensure the removal of

the sign to prevent a potential hazard. The owner is responsible to remove the sign from public property and to maintain its proper position.

- F. Signs may use changeable graphics to a maximum of 50% of the sign. The remaining area must be designed to use permanent graphics and / or lettering displaying the business name or purpose.
- G. A-Frame signs may not be placed within city vehicular rights-of-way.
- H. A-Frame signs may not obstruct vehicle or pedestrian traffic.
- I. A-Frame signs may not be placed within the vision triangle at any intersection.
- J. Any A-Frame sign on public right-of-way must have an encroachment permit.
- K. A-Frame sign may be in place only during business hours.

**15.24.\_\_\_\_: AWNINGS AND CANOPY SIGNS:**

For awnings or canopies in the Downtown Core refer to Municipal Code Section 17.08.415: Pedestrian Coverings. The Design Review Commission must review and approve all designs before a permit may be issued.

- A. Awning or Canopy Signs must be printed on, painted on, or attached to or under an awning or canopy.
- B. The lower edge of any such awning or sign shall be not less than eight feet (8'0") above the sidewalk or grade directly below the awning. Exception: a flexible fabric valance may extend 12" below the awning.
- C. It is unlawful for a person to place a banner of any kind on an awning over a sidewalk.

**15.24.515: BANNERS OVER PUBLIC RIGHTS-OF-WAY:**

Banners may be installed over public rights-of-way by nonprofit entities by permit granted by the City Council. No other entities may place banners over any public rights-of-way within the City limits.

The permit shall be granted under the following conditions:

- A. Banners must advertise a nonprofit community or nonprofit seasonal theme or are for the sole purpose of beautification of a commercially zoned area.
- B. Banners shall be installed per permit for no more than one-hundred twenty (120) days unless the banners are maintained by a business improvement district in which case the permit shall be for two (2) years.
- C. The application for permit to install such banners:
  - 1. Describes the theme or event to be advertised and the size and shape of the banners to be installed.
  - 2. Indicates the location(s), number, and days during which the banner(s) shall be displayed, and the method of installation.
  - 3. Is accompanied by a permit fee as set by resolution of the City Council.
  - 4. Is accompanied by an agreement to hold the City harmless against any liability to persons or property resulting from installation, maintenance, or dismantling of such banners, and a certificate of liability insurance insuring the City and the applicant against such loss. The liability insurance shall be in the amount and form approved by the City and in no

event less than the minimum liability limits provided in chapter 9, title 6, of the Idaho Code.

5. Is accompanied by the written consent of the owners of the property to which supports for the banners are attached.
  6. Is accompanied by evidence that approval has been secured from the Idaho State Highway Department, when required.
- D. The organization making application for the permit shall erect and maintain in a clean and good condition or state of repair the banners and shall be responsible for dismantling the banners when the permit expires.
- E. The banners shall otherwise comply with regulations set forth in Sections 15.24.390 and 15.24.395 of this chapter.

**15.24.\_\_\_\_ COMMUNITY SIGNS:**

Freestanding, kiosk-style, community bulletin board signs are permitted, subject to all pertinent requirements of freestanding signs and subject to the following conditions:

- A. The sign may have a maximum height of seven (7) feet and a maximum depth and/or width of three (3) feet.
- B. The sign may bear advertising messages.
- C. The sign may be erected on private property with the written consent of the property owner or within public rights-of-way with an encroachment permit and the consent of the City Council.

**15.24.315: ELECTRIC SIGNS AND MESSAGE CENTERS:**

- A. A Distracting or Hazardous Electric Signs Prohibited: No illuminated signs shall be erected or maintained which create an unduly distracting or hazardous condition to a motorist, pedestrian, or the general public. No strobe type lights shall be erected or maintained on the interior of a window or door or attached to any other area of a building facing a public street or avenue.
- B. Frequency of Message Change: All signs, including public service signs and temperature message centers must hold each displayed message a minimum of two (2) seconds before changing to the next image. No sign which either directly or apparently flashes or blinks shall be erected or maintained.
- C. Illumination: The Building Official shall have the authority to require the illumination of a sign to be decreased and /or to be fitted with adequate shielding if, in his judgment, the sign is too bright for its location or is deemed hazardous or distracting.
- D. Information Required: Every electric sign and message center shall have placed thereon within easy view the following information in letters at least one inch (1") in height: Permit number; Power consumption including voltage and amperage; Underwriters' Laboratory labels on all electrical signs.

**15.24.415: FREESTANDING SIGNS;**

- A. Refer to Freestanding Sign Area Table, Location Graphic and Height Graphic for sign design allowances.

- B. Footing and support calculations for a permanent, freestanding sign which stands less than 10'-0" above finish grade are required to be submitted to and approved by the City Building Official prior to issuing a sign permit.
- C. A permanent, freestanding sign which stands 10'-0" or greater above finish grade is required to have a licensed Idaho Architect's or Idaho Engineer's stamp of approval. The required drawings must include:
  - 1. Detailed plans showings footing & foundation design, reinforcement size and placement, pole type, size and thickness, all bolted and/or welded connections, and sign construction materials.
  - 2. Supporting calculations must address all components of the proposed sign installation. Calculations are to include the design criteria (wind, soils, materials, and seismic).
  - 3. Detailed Site plan which shows location on property, distances to all adjacent site appurtenances (buildings, trees, roads, etc.), and rights-of-way.
- D. All signs that are otherwise allowed pursuant to this chapter and that rotate shall be subject to the following restrictions:
  - 1. Speed: No rotating sign shall exceed nine (9) rpm.
- E. The lowest height of freestanding electrical signs in areas accessible to vehicles must meet the electrical code currently adopted by the State of Idaho. The electrical permit number must be submitted with the sign application.

**15.24.461: NON-TRADITIONAL PERMANENT SIGNS**

A separate permit is required for each non-traditional sign. A non-traditional sign must be anchored to and touching the ground. A non-traditional sign must meet the same requirements as a freestanding sign.

**15.24.475: PROJECTING SIGNS;**

Included within the number and area of permanent signs and subject to all other provisions of this Code are projecting signs. No projecting sign shall extend more than three feet (3') from the building to which it is attached. Application for permit for any projecting sign extending above the roofline of a building, or for any projecting sign in excess of twenty-four (24) square feet, shall be accompanied by a plan prepared by an Idaho licensed professional architect or engineer.

**15.24.480: ROOF SIGNS:**

All roof signs shall be accompanied by a plan prepared by an Idaho licensed professional architect or engineer. No roof sign may exceed thirty feet (30') in height above the ground level except upon a variance granted by the Sign Board. Included within the number and area of permanent signs and subject to all other provisions of this Code may be roof signs. No roof sign shall extend a distance above the roofline of more than ten feet (10') or one-third (1/3) of the building height, whichever is less.

**15.24.\_\_\_\_: VEHICULAR SIGNAGE:**

Vehicular signage is allowed within the city limits of Coeur d’Alene on vehicles used at least weekly provided that:

- A. The signage is within one inch (1”) of the body of the vehicle or,
- B. The signage is for the owner of the vehicle’s business or the employer of the vehicle’s owner.

**15.24.465: WALL MURALS:**

Wall murals that bear a printed message shall require a sign permit. The mural must be of one uniform, continuous design. The printed or logo advertising message may account for no more than 20% of the painted area and is limited to the same height restrictions as any other wall sign as designated in this code.

**SIGNS BY ZONES / DISTRICTS**

**15.24.\_\_\_\_: RESIDENTIAL AND MOBILE HOME DISTRICTS**

- A. For the purpose of identifying property or the occupancy of property, one exterior unlighted freestanding or wall sign may be erected on the premises of any dwelling, identifying the occupant thereof or any home occupation pursued therein, not to exceed two (2) square feet for each dwelling unit.
- B. Where an interior sign is used to identify the occupant or property of the occupant and/or use of the property, such sign shall not be illuminated.
- C. Civic uses in residential zones may have indirectly illuminated signage.

**15.24.585: COMMERCIAL, MANUFACTURING AND NAVIGABLE WATER DISTRICTS; REGIONAL SHOPPING CENTERS:**

In addition to the signs allowed to individual businesses:

- A. A regional shopping center may have one freestanding sign. Such sign shall not extend over public property and shall be used solely to identify the neighborhood shopping center. The total display surface of such freestanding sign shall not exceed one hundred (100) square feet.
- B. A community shopping center may have one freestanding sign. Such sign shall not extend over public property and shall be used solely to identify the neighborhood shopping center. The total display surface of such freestanding sign shall not exceed fifty (50) square feet.

**15.24.592: JOINT SIGNAGE: COMMERCIAL, MANUFACTURING, AND NAVIGABLE WATER DISTRICTS:**

Where there exist two or more adjacent businesses who share common parking facilities with common points of entry, then these businesses may be permitted to share a sign mounted on a single pole or single set of poles under the following conditions:

- A. The sign structure must be located at a primary entrance of the common parking lot.
- B. For area and location requirements, see Tables in [Section 15.24.\\_\\_\\_\\_\\_](#)

- C. The joint sign structure may increase in area by an additional 25% of the value as calculated from the freestanding signage size allowance table. The maximum allowable area increase may not exceed fifty (40) square feet.
- D. The businesses who choose this type of joint signage may not erect separate, individual freestanding signage.

**15.24.213: ENTRY SIGNS IN RESIDENTIAL AND COMMERCIAL SUBDIVISIONS:**

As an exception to the general prohibition of signs in the public rights-of-way, a residential or commercial subdivision may have one sign per entrance in the street median of the public rights-of-way provided the following requirements are met:

- A. The sign must have a minimum of a three foot (3') setback from all curbs and/or roadway edges
- B. The sign must bear the name of the subdivision only with no additional message;
- C. The sign must be a ground/monument sign with no free air space underneath it;
- D. It must be located at any entrance to the subdivision, but only one sign in a median is allowed per subdivision entrance;
- E. It must not obstruct pedestrian access;
- F. It must not be placed in a vision triangle or obstruct a motorist's vision;
- G. It must not obstruct access to utilities;
- H. If within the median, the overall height of the sign structure shall not exceed four feet (4') for residential subdivisions, nor nine feet (9') for commercial subdivisions; for conditions not in the median, refer to the freestanding signage size allowance table.
- I. The overall area of the sign may not exceed thirty two (32) square feet for residential sub-divisions, nor sixty (60) square feet for commercial subdivisions;
- J. No such sign shall be erected without a sign permit;
- K. Every such median sign and all landscaping, irrigation, lighting, trees, ground cover, and other improvements in the median containing the sign shall be maintained by the person responsible for having the sign erected and by all successors in interest to the sign so as to comply with the requirements of the sign code and with all other applicable legal requirements. Liability for any damages or claims resulting from the placement or maintenance of any such sign shall be solely the responsibility of the sign owner. The city of Coeur d'Alene, its officers, and employees shall in no way be liable for any such damages or claims.
- L. All median signs must be approved by the City Engineer.



## SIZE AND ZONE/DISTRICT/LOCATION

### 15.24. FREESTANDING SIGNAGE SIZE ALLOWANCE TABLE – per street frontage

SIGN SIZE FORMULA  →→→→	A x	B x	C +	D =	TOTAL FOOTAGE FREE-STANDING SIGNS ALLOWED	MAXIMUM AREA PER SIGN	MINIMUM DISTANCE BETWEEN SIGNS	MAXIMUM SIGN HEIGHT FROM GRADE
						Square ft	Lineal feet	Lineal feet
	DRIVING LANE FACTOR FROM CHART F BELOW	STREET FRONTAGE	DENSITY FACTOR	SIGN AREA FACTOR	TOTAL SQUARE FOOTAGE FREE-STANDING SIGNS	*****	*****	*****
<b>Residential</b> R-1 through R-8			.05	2		2	100	10
<b>Multi-Family</b> R-17 through R-38			.05	6		12	100	12
<b>Mobile Home</b> MH-8			.08	16		32	250	12
<b>Residential</b> Civic Use			.15	16		60	250	16
<b>Commercial</b> C-17, C-17L			.25	32		100	100	30
<b>Commercial</b> Hwy 95 Frontage			.15	32		160	150	30
<b>Commercial</b> I-90 Frontage			.15	32		160	150	50
<b>Manufacturing</b> M, ML			.25	32		100	100	30
<b>Navigable Waterway</b> NW			.25	32		64	250	30
<b>Example:</b>								
<b>Commercial</b> C-17 4 lanes 200 ft frontage →→	1.75  From Chart F below	200 X  lineal street frontage feet	.25 =  zoning of property fm above row	+ 32 =  fm zone above	119.50 sq ft equals 120 sq feet of freestanding signage	100 sq ft maximum  <i>per sign</i>	100 ft distance	30 ft maximum

<b>DRIVING LANES-DEFINITION</b>	<b>CHART F</b>	<b>DRIVING LANE FACTORS</b>
The number of through traffic lanes at the sign location (excludes turning, parking, cycling and pedestrian lanes )	<b>LANES</b> <b>1 - 2</b> <b>3</b> <b>4</b> <b>5+</b>	<b>FACTOR</b> <b>1.00</b> <b>1.50</b> <b>1.75</b> <b>2.00</b>

**15.24.\_\_\_\_ ATTACHED SIGNAGE ALLOWANCE:**

A single business on one lot may have maximum of (3) square feet of total attached signage area per frontage foot of the business lot, minus the area of any freestanding signs, existing or proposed. Attached signage is limited to 30 feet above grade at the sign location.

**TEMPORARY SIGNS**

**15.24.\_\_\_\_ : CONSTRUCTION AREAS:**

A construction zone may have one informational sign listing the name or names of the developer, general contractor, subcontractors, financial institutions, sales agents, consultants, or other professionals involved with the project.

- A. An emergency contact person or entity and phone number is required to be displayed on the sign in a minimum of one inch characters.
- B. Murals or similar displays may be painted on or attached to a construction barricade subject to the approval of the Sign Board.
- C. No posters shall be permitted on a construction barricade.
- D. Removal: For all signs provided for in this Section, regardless of the durations permitted therein, no sign shall be allowed to remain for more than sixty (60) days after completion of the project. For purposes of this Section, completion of the project shall mean issuance of a Certificate of Occupancy.
- E. Commercial/Industrial Projects:  
Temporary construction and development signs in urban renewal districts and subdivisions, advertising the prospective sale or lease of a group of lots or dwellings within a tract or apartment complex shall be permitted, subject to the following sign restrictions:
  - 1. Any such sign shall be located on the premises being developed, sold, or leased;
  - 2. The sign shall not be illuminated;
  - 3. The maximum number of such signs allowed shall be two (2), one primary and one secondary sign;
  - 4. The maximum height of any such sign shall be twelve feet (12’);
  - 5. The maximum area for a primary sign shall be sixty-four (64) square feet. The maximum area for a secondary sign shall be thirty-two (32) square feet;

6. No such sign shall be erected or maintained without first having obtained a sign permit. The permit shall allow the sign to remain only as long as property remains undeveloped, unsold, or not leased for the first time within the tract, but not to exceed one (1) year. Such permit may be renewed up to two (2) times for an additional period of one (1) year for each renewal, provided that proof is submitted that the sign is being maintained.
- F. Residential Projects:
1. Urban Renewal Districts/Subdivisions:
    - a. Any such sign shall be located on the premises being developed, sold, or leased;
    - b. The maximum number of signs allowed shall be one (1) per frontage road;
    - c. The maximum height of such sign shall be eight feet (8');
    - d. The maximum area of such sign shall be thirty-two (32) square feet; and
    - e. A permit shall be required for such sign, and shall allow the sign to be erected for no more than one (1) year. A sign permit may be renewed for one (1) additional year provided the sign is continuously maintained.
  2. Individual Lots:
    - a. Any such sign shall be located on the premises being developed, sold, or leased;
    - b. The maximum number of signs allowed shall be one (1);
    - c. The maximum height of such sign shall be 6 feet;
    - d. The maximum area of such sign shall be 6 square feet; and
    - e. No permit shall be required for such sign.

**15.24.\_\_\_\_ EVENT LOCATOR SIGNS:**

Temporary signs announcing upcoming events may be erected subject to the following conditions:

- A. The signs may only convey the name and/or logo of the event, pertinent information directing people to the event and the timing of the event.
- B. The signs may be erected on private property with the written consent of the property owner, or in public rights-of-way with an encroachment permit and the consent of the City Council.
- C. The signs must be located on the route of the event or at other key access points to the event.
- D. The signs may be in place for one business day prior to the event, during the event and one business day following the event.

**15.24.385: TEMPORARY PROMOTION SIGNS:**

- A. Duration and Number of Permits per Year: A permit for each temporary sign shall be valid for two (2) weeks and no more than four (4) such permits may be issued to any one entity in any calendar year.
- B. Upkeep and Maintenance: Any temporary sign that is defaced, damaged, or in any manner in violation of this Chapter may be directed to be removed by the Building Official. The cost of upkeep and maintenance of temporary signs may be assessed in the manner provided in all Sections of this Chapter.
- C. Non-traditional (including inflatable) signs may be used as a temporary promotional display for special events. A non-traditional sign may have a maximum height of 15 feet from ground level measured immediately adjacent to the sign.
- D. Location: All temporary signs must be attached to a permanent building structure (fences and light standards are not permanent building structures). No freestanding temporary signs will be permitted.
- E. Size: Temporary signs may be up to 50% of the size of any permanent sign which could be permitted for the same location.

**POLITICAL SIGNS**

**15.24.400: POLITICAL SIGNS:**

- A. One permit per candidate or position on issue shall be sufficient for all temporary political signs erected during any one campaign.
- B. Political signs of eight (8) square feet in area or less may be erected on private property with the consent of the property owner.
- C. Political signs may be erected for sixty (60) days prior to the decision in which such candidates or issues are to be decided upon. Such signs shall be removed not later than the fourth day following such election. Any such signs which have not been removed by the fifth day following such decision may be removed by the City's Building Official. The sponsoring organization shall be assessed the cost of removing each sign: Twenty dollars (\$20.00) minimum charge per sign.

**MAINTENANCE AND REMOVAL OF SIGNS**

**15.24.250: MAINTENANCE STANDARDS:**

- A. All signs, together with their supports, braces, guys and anchors shall be well-maintained and in a safe condition. All signs and the site upon which they are located shall be maintained in a neat, clean and attractive condition. Signs shall be kept free from rust, corrosion, peeling paint or other surface deterioration. The display surfaces of all signs shall be kept neatly painted or posted.
- B. All permanent freestanding signs shall have concrete footings unless approved by the Building Official.
- C. All exposed parts of any sign shall be constructed of such materials or treated in such a manner that normal rainfall or other moisture shall not harm, deface or otherwise affect the sign.

**15.24.255: DAMAGED SIGNS; REPAIR; REPLACEMENT OR REMOVAL:**

Any sign or sign structure which is torn, damaged, defaced or destroyed shall be repaired, replaced or removed in a manner in compliance with the provisions of this Chapter and within seven (7) days after damage occurs. After seven (7) days, such sign shall be considered an illegal sign subject to removal under Sections (Codifier to define sections here).

**15.24.280: NONCONFORMING SIGNS; ALTERATION, RELOCATION, AND REPLACEMENT:**

- A. A sign which does not conform to the provisions of this Chapter shall not be structurally altered, relocated or replaced unless it is immediately brought into compliance, except that:
  - 1. Such sign may be repaired and maintained and may have the advertising copy or display surface thereon changed; provided that the ownership of the property where the sign is located has not changed; nor the use of premises has not changed; and that the sign will not advertise a business at a location other than that where the sign is located. Such sign may be removed from its sign structure for the purpose of repair and maintenance under this Section if a sign repair permit has been obtained.
  - 2. Such sign may be reconstructed if it is moved for construction or repair of public works or public utilities and such reconstruction is completed within one year.
  - 3. Such sign may be replaced if, upon application, the Sign Board of Appeals finds that the replacement of the sign would improve the appearance of the sign, sign location on the building, structure or premises on which the sign is located. Applicant for replacement of signs under this Section shall file a removal agreement in a form acceptable to the City Attorney which provides that the owner of the sign and the owner of the building, structure or premises on which the sign is located agree, both jointly and severally, to remove the sign at the end of the applicable nonconforming period. The applicant shall provide such information as the Sign Board of Appeals finds necessary.
- B. It is not the intent of this Section to permit an increase in the size or number of signs which are nonconforming under this Chapter.

**15.24.270: REMOVAL OF UNSAFE OR ILLEGAL SIGNS; WRITTEN NOTICE TO COMPLY:**

Except as provided in Section 15.24.285 of this Chapter, the Building Official shall give written notice to the owner or lessee of a sign or to the owner of the building, structure or premises on which the sign is located if he finds that such sign, by reason of its condition or location, is an unsafe sign or that such sign is an illegal sign which is erected or maintained in violation of the provisions of this Chapter. If the sign is not either removed or altered to comply with this Chapter, within thirty (30) days after mailing of written notice, such sign may be removed or altered to comply by the Building Official or a person authorized by the Building Official. Notice shall be mailed to the last known address of the owner or lessee.

**15.24.285: REMOVAL OF DANGEROUS SIGNS WITHOUT NOTICE:**

No sign shall be erected or maintained in any manner which will create a hazard or risk to the safety of motor vehicle or pedestrian traffic. No such sign may be erected or maintained over public rights of way. The Building Official shall notify the permit holder at any time when in the judgment of the Building Official a hazard or risk to safety is created. If the sign erection or maintenance is not thereafter corrected or if such hazard or risk to safety occurs again, the Building Official shall have the power to remove the sign or signs and confiscate or destroy the same.

**15.24.290: COST OF REMOVAL; NOTICE; REFUSAL TO COMPLY:**

Upon removal or alteration under Section 15.24.285 of this Chapter, or after written notice to the owner of the building, structure or premises under Sections 15.24.145 and 15.24.270 of this Chapter and refusal to comply, the costs sustained by the Building Official shall be a lien on the real property and be certified for collection to the County Treasurer as provided in Idaho Code section 50-1008.

**15.24.295: STORAGE OF REMOVED SIGNS; TIME LIMIT; RECLAMATION; SALE OR DESTRUCTION:**

- A. The Building Official shall store any sign removed by him for a period of thirty (30) days from the time the person responsible for such sign is notified as provided in this Chapter. He shall continue to store such sign for an additional period during which an appeal thereon is before the Sign Board of Appeals or before the City Council. At the expiration of the time specified in this Section, if the person responsible for the sign or other interested persons have not reclaimed the sign, the Building Official may destroy the sign or sell or salvage the sign with any proceeds applied toward the cost of compliance.
- B. To reclaim any sign removed by the Building Official, the person reclaiming the sign shall pay to the Building Official an amount equal to the entire costs incurred by the Building Official and the City in seeking compliance with respect to the sign.

**15.24.300: REMOVAL OF ABANDONED AND OBSOLETE SIGNS:**

No sign shall be maintained which advertises a business which is no longer conducted or a product which is no longer sold. Any person who leases or owns a sign shall remove such sign within thirty (30) days after cessation of the business or discontinuing sale of an advertised product. Owners of business signs that are located solely on the business property and business signs that otherwise conform to all other sign requirements as set forth in this Chapter may sign a maintenance agreement with the City which will allow the owners to maintain the sign structure portion only of the sign until a new business occupant may be found. Except for a sign structure under such a written agreement, all signs shall be considered illegal signs subject to removal.

**15.24.245: REPAINTING:**

If required by the Building Official, all originally painted parts or supports of the sign shall be repainted at least once every five (5) years. Galvanized steel, aluminum or other similar elements of the sign need not be painted if not originally painted.

**15.24.305: PAINTING OVER SIGNS:**

Painting over any sign painted on any building shall constitute removal under the provisions of this Chapter.

**PROHIBITED SIGNS**

**15.24.350: SIGNS NOT TO OBSTRUCT DOORS, WINDOWS OR FIRE ESCAPES:**

No sign shall be erected, relocated or maintained so as to prevent free ingress to or egress from any door, window or fire escape. No sign of any kind shall be attached to a standpipe or fire escape.

**15.24.372: SIGNS ON TREES, UTILITY POLES, OR FENCES:**

No permanent or temporary sign shall be erected, taped, nailed, stapled, or otherwise attached to a tree, utility pole, fence, or other object whose purpose or natural condition is utilitarian or non-commercial.

**15.24.263: SIGNS NOT TO BE IN RIGHTS-OF-WAY:**

No sign shall be erected in public rights-of-way. Exceptions are allowable with Sign Board approval and the issuance of an encroachment permit issued by the City.

**15.24.\_\_\_\_ VISION TRIANGLE OBSTRUCTIONS:**

A sign may not be placed within the vision triangle.

**15.24.365: SIGNS NOT TO OBSTRUCT OR RESEMBLE TRAFFIC SIGNS:**

No sign shall be erected at the intersection of any streets in such a manner as to obstruct the free and clear vision of pedestrians and vehicular traffic or at any location where, by reason of the position, shape, color, words, phrases or symbols, it may interfere with, obstruct the view of, or be confused with, any authorized traffic sign, signal or device.

**15.24.360: OBSCENE SIGNS PROHIBITED:**

No sign shall bear or contain statements, words or pictures which would offend public morals or decency.

**15.24.375: BILLBOARDS AND OFF-PREMISES SIGNS PROHIBITED; EXCEPTIONS:**

Except as provided in Sections 15.24.330, 15.24.592, 15.24.595, 15.24.600 and 15.24.615 or allowed as a variance in Section 15.24.055 by the Sign Board, all billboards and off-premises signs are prohibited.

**15.24.595: BILLBOARD OUTDOOR ADVERTISING SIGNS:**

The erection or placement of any outdoor advertising sign is prohibited.

Exceptions: outdoor advertising signs that were in existence at the time of the effective date hereof shall be allowed to remain, subject to the following restrictions:

- A. They must be well maintained, maintained in a safe fashion, and must display a current message. They may not be enlarged or structurally altered.
- B. The sign structure shall consist of steel poles or I-beam construction embedded in concrete.
- C. Extensions and projections shall not exceed five percent (5%) of the surface size for three hundred (300) square foot signs or ten percent (10%) for six hundred seventy two (672) square foot signs.
- D. The lighting for each sign must be directed only toward the sign surface.
- E. No outdoor advertising sign shall be allowed on property which is not zoned commercial or manufacturing and is not within six hundred fifteen feet (615') of the interstate freeway, along Northwest Boulevard and along Highway 95 north of Appleway Avenue, within the City limits.
- F. No outdoor advertising sign which was in existence at the time of the effective date of this Section may be relocated within the City limits.
- G. Any outdoor advertising sign that does not comply with the restrictions of Section **15.24.600** of this Chapter shall be removed within thirty (30) days of the date notice is given by the City to the sign's owner or the owner's representative.
- H. Outdoor advertising signs removed for any reason other than for the purpose of complying with Section **15.24.600** of this Chapter may not be replaced.
- I. Any outdoor advertising sign allowed under this Code or ordinances of the City may contain, in lieu of any other copy, any otherwise lawful noncommercial message that does not direct attention to a business operated for profit or to a commodity, service or property for sale or rent, and that complies with all other requirements of this Code and other ordinances of the City.
- J. Outdoor advertising signs that are in existence, at the time of annexation, on property annexed after the effective date must be removed.

**15.24.343: SIGNS ON LAND ANNEXED INTO THE CITY**

Upon annexation of land into the City, all signs thereon must be brought to current City code requirements within one year of the annexation.

**15.24.381: PORTABLE SIGNS AND PORTABLE READER-BOARDS MOUNTED ON AXLES AND TIRES PROHIBITED:**

No portable signs or portable reader-boards mounted on frame, axle, and tires shall be allowed.

**15.24.366: SIGNS AS PART OF MERCHANDISE PROHIBITED:**

Any sign that is combined with, or can otherwise be taken as part of, any merchandise for sale must meet all of the regulations for signs.



### III. EXCEPTIONS

#### **15.24.195: PERMIT EXCEPTIONS AND GENERAL EXEMPTIONS:**

If the following signs do not violate provisions of Sections 15.24.265 through 15.24.345 of this Chapter on prohibited signs, they are exempt from all other requirements of this Chapter.

- A. Official Sign: A sign required, authorized or permitted by law, ordinance, rule or regulation, erected or maintained by the responsible public authority including, but not limited to, a traffic sign or signal, sign identifying a public building or use or giving directions to a building, structure, use, or area. Official signs are restricted to the same size and structural requirements as all other signs within code. The structure and size of existing official signs do not need to be brought up to current standards.
  - 1. Contributor Signs listing the contributors to public projects are permitted subject to the following limitations:
    - a) The sign may be no larger than 25 percent of the area of the principal sign of the facility unless authorized by the Sign Board.
    - b) The sign may list the contributors by name or business name only. The use of telephone numbers or address will not be permitted.
  - 2. Sports Field Fence Sponsor Signs advertising local products or businesses may be mounted to the fences at sports fields subject to the following requirements:
    - a) The sign(s) at the facility must be part of a coordinated program authorized by the owners of the facility.
    - b) The sign(s) must be of a consistent size for any given facility.
    - c) The maximum allowable area of any sign will be thirty two (32) square feet.
    - d) No sign may project higher than the fence to which it is attached.
    - e) The sign must face the playing field.
- B. Warning Sign: A sign erected or maintained on private property warning the public of a danger on or limiting access to the premises. Such sign is limited to a sign area of four (4) square feet, and a height of six feet (6').
- C. Identification or Monument: Building plaque, cornerstone, nameplate, or similar building identification or monument.
- D. House Or Building Number:
- E. Historical Marker: Historical marker erected or maintained by public authority or a recognized historical society or organization identifying a site, building or structure, or area of recognized historical value.
- F. Signs Not Legible: Signs that are not legible from a public street or alley.
- G. Interior Signs: Except signs regulated under Section 15.24.540 of this Chapter, signs inside a building, decals, painting, decoration, letters, numbers, and displays applied or attached to the interior or exterior of a window or located on the interior and visible through the window.
- H. Credit Card Signs: Credit signs, signs advertising bank cards, credit cards, credit arrangements, or trading stamps available to business customers when located on

a wall, under canopy or marquee or on a pole sign, provided that no sign shall obstruct vision of motor vehicles or pedestrians.

- I. Flags: Flags of the United States, the States, U.S. or State military service, foreign country, United Nations, or a civic, fraternal, or charitable organization.
- J. Customary And Usual Christmas Decorations: If extended over public streets, City Council approval shall be required.
- K. Temporary Signs: Temporary signs of the following types:
  - 1. Temporary residential real estate signs not exceeding six (6) square feet in sign area, including rider,
  - 2. Temporary residential real estate directional signs not exceeding two (2) square feet in sign area,
  - 3. Temporary commercial real estate signs not exceeding sixteen (16) square feet in sign area.
  - 4. Temporary commercial real estate directional signs not exceeding four (4) square feet in sign area.
  - 5. Temporary nonprofit signs not in excess of (32) thirty two square feet.
  - 6. Anchoring approved by the Building Official must be in place at all times for temporary signs over (8) square feet in size.
- L. Permanent Decorations: Decorations, floral or artistic arrangements, trim ornamentation or other non-animated devices, without letters or numbers, affixed to a wall and not an integral part of any sign.
- M. Institutional Signs: One on-premises bulletin Board, a permanent sign with changeable copy indicating the institution's name, events, or services offered on the premises, not over twelve (12) square feet in sign area for public schools, colleges, charitable, or religious institutions when the same is located on the premises, and up to two (2) off-premises locator signs not exceeding two (2) square feet each of sign area, displaying only the name and direction to the institution, only one sign to a parcel of land with a density of one sign every seventy five feet (75') and located totally on private property (adjacent to a collector or arterial street as designated in the Planning and Zoning Comprehensive Plan.). A nonprofit organization may include a "credit bar" of two (2) square feet listing only the name of the organization which donated said sign. Such signage must meet all other sign regulations.
- N. Directional Signs: Traffic directing or directional signs indicating traffic movement onto or within a premise not exceeding four (4) square feet for each sign, limited to one such sign per entrance.

**15.24.200: ACTIVITY EXEMPT FROM PERMIT REQUIREMENT:**

The following activities do not require a sign permit: changing of advertising copy or the advertising message on a theater marquee or reader-board sign or other similar signs specifically designed for the use of replaceable copy.

**15.24.210: SIGNS EXTENDING OVER RIGHTS-OF-WAY PROHIBITED;  
EXCEPTION:**

Except for projecting signs which may project up to three feet (3') from the building wall, no sign of any kind may extend over the public street, sidewalk or rights-of-way unless it is hung from a permitted awning and maintains eight feet (8') of clearance beneath it.

**15.24.055: VARIANCES:**

The Sign Board, upon application, may grant a variance from the requirements of this code for the following reasons:

- A. When the topography of a site makes compliance with the provisions governing the location of any sign impractical or impossible, or when a sign is to be located within 615 feet of an interstate freeway, the Board may allow an additional height and sign area as specified in Sections 15.24.590 and 15.24.615 of this Chapter.
- B. When the consent of any State Agency is required for the creation of a sign, for which a variance is necessary under this section, the consent of such Agency shall accompany the application for a variance, or
- C. When a proposed sign would not comply with one or more Sections of this Chapter, but, in the opinion of the Board, the proposed sign would be the best solution to a specific problem, would not create additional problems, and would not set unworkable precedents.

Affected sign owners and property owners shall be deemed to have the right to appeal to the Board and the City Council as provided in Sections 15.24.060 and 15.24.085. Decisions made by the Board at appeal or variance hearings are binding. These decisions, however, may be appealed to the City Council as provided in Section 15.24.085 of this Chapter.

**15.24.060: APPEAL/VARIANCE PROCEDURE; HEARING NOTIFICATION; PARTICIPATION OF AFFECTED PARTIES:**

- A. All affected persons shall be entitled to be heard and participate in a hearing by the Board on the appeal.
- B. A person wanting to file an appeal or application for a variance before the Sign Board shall make a written application upon a form prescribed by the City. The application shall contain a legal description of the property, a general description of the problem causing the need for an appeal or variance, and be accompanied by a property ownership list and such other information as may be required. The property ownership list shall be prepared by a title insurance company, listing the property owners within a radius of three hundred feet (300') from the boundaries of the property described in the application, using the last known name and address of such owners as shown on the latest adopted tax roll of the County.
- C. A fee as established by resolution of the City Council is required for each separate appeal or variance application to the Sign Board or City Council. The fee is payable upon filing an appeal or application for a variance.
- D. At least fifteen (15) days prior to the Board hearing date, not including said hearing date, the applicant shall send notice of the application by certified mail to all property owners listed on the ownership list required under subsection B of this Section and also publish a notice in a newspaper of general circulation in the

County. The notices shall contain a description of the property where the sign is to be located, summary of the appeal or requested variances, the time, date, and place of the hearing, and any other pertinent information deemed necessary by the City's designee. The wording of said notice shall be approved by the City's designee prior to the applicant sending the notice to the property owners or submitting the notice to the newspaper for publication.

**15.24.065: APPEAL; TIME LIMIT FOR FILING AND DECISION:**

Appeal notice shall be filed within ten (10) days after the decision or order of the City. The Board shall hear such appeal within thirty (30) days after filing of all required matters by appellant which shall be filed no later than twenty (20) days from the appeal notice. An appeal from a decision of the Sign Board must be filed pursuant to subsection 15.24.085B of this Chapter.

**15.24.070: SIGN BOARD; APPEAL LIMITATIONS:**

In determining an appeal, the Board shall:

- A. Allow only the minimum remedy necessary to meet the hardship or practical difficulties;
- B. Find that the granting of the appeal will not be materially detrimental to the purposes of this Chapter, be injurious to the characteristics of the zone or properties in the vicinity of the premises on which the signs are located or be otherwise detrimental to the objectives of the City development plans or policies;
- C. Attach such conditions to granting all or a portion of any appeal as necessary to achieve the purposes of this Chapter;
- D. Give due consideration to whether or not granting all or a portion of the appeal would materially improve the safety, appearance of the sign, sign location on the building, structure or premises on which the sign is located.
- E. Determine the suitability of alternate materials or methods of construction;
- F. Decide questions arising over the interpretation and enforcement of this Chapter.

**15.24.075: STAY DURING APPEAL; EXCEPTION:**

Unless the City's designee finds an immediate and serious danger to persons or property, the filing of notice of appeal shall stay further action pending appeal and decision of the Board or City Council upon appeal of the Board's decision.

**15.24.085: APPEAL OF SIGN BOARD DECISION TO CITY COUNCIL:**

- A. Any person aggrieved by a final determination of the Sign Board shall have the right of further appeal to the City Council.
- B. An appeal to the City Council must be made within ten (10) days after receiving written notice of the decision by the Sign Board.
- C. Filing an appeal to the City Council shall meet the requirements set forth in subsections 15.24.060B, C, and D of this Chapter.
- D. Upon accepting an appeal application to the City Council, the City's designee, will file the appeal with the City Official for scheduling before the City Council.

- E. The City Council shall hear all pertinent data and make a binding determination on the parties involved.

## **IV. PERMIT FEES, LICENSING AND ENFORCEMENT**

### **15.24.115: PERMIT APPLICATION; PLANS:**

Applications for a sign permit shall be made in writing upon forms furnished by the Building Official through the Office of the City Clerk. Such application shall contain the location and street address of the sign, as well as the name and address of the sign owner and the building owner. The Building Official may require the filing of plans or other pertinent information where such information is necessary to ensure compliance with this Chapter.

### **15.24.120: PERMIT FEES; DESIGNATED:**

All applications for sign permits shall be accompanied by the appropriate fee according to the permit fee schedule established by resolution of the Coeur d'Alene City Council.

### **15.24.125: PERMIT; AUTHORITY TO REVOKE OR SEEK REVOCATION:**

By Building Official: The Building Official is authorized and empowered to revoke any permit issued by him upon failure of the holder thereof to comply with any provisions of this Chapter.

### **15.24.130: PERMIT; ISSUANCE:**

The Building Official shall issue a permit upon application duly made, payment of the required fee and compliance with the provisions of this Chapter.

### **15.24.135: PERMIT; EXPIRATION:**

- A. Permits for permanent signs shall be valid for a period of six (6) months from date of issue. Work under such permit shall be completed within that period of time unless the permit is extended by the Building Official for good cause shown and his finding that the sign still complies with this Chapter.
- B. Permits for temporary sign displays and temporary promotional sign displays shall be valid for sixty (60) days from date of issue.
- C. No person shall erect, alter, replace, relocate, reconstruct, or perform any electrical wiring in or upon any sign without first obtaining a permit.
- D. No permit is required to repair or maintain an existing sign as long as it is not an alteration, replacement, relocation, or reconstruction, noted in Section C above, which would require a permit.

### **15.24.140: SIGN PERMIT STICKER:**

- A. Every sign shall have a sign permit sticker permanently affixed thereon within plain view.
- B. The Building Official shall issue a permit sticker for each sign approved on a sign permit.

- C. The owner of a sign shall be responsible for affixing a sign permit sticker to every sign installed.

**15.24.145: REFUSAL TO ISSUE NEW PERMIT:**

The Building Official shall refuse to issue a permit to any owner or lessee or property owner who refuses to pay costs assessed under Section 15.24.290 of this Chapter.

**15.24.180: ELECTRICAL PERMITS:**

Where electrical permits are required for sign erection or repair, they shall be obtained from the State Electrical Official prior to making the final electrical connections from the sign to the electrical power source.

**15.24.190: PERMITS; SEPARATE PERMIT REQUIRED; MULTIPLE SIGN STRUCTURES:**

Except for exempted signs or for signs displayed in a temporary promotional, political, or attention getting display, each individual sign erected requires a permit. Each sign in a multiple display requires a separate permit. For the sign support structure and/or wall facades that display multiple signs, a separate permit is required. Wall facades, in addition to a sign permit, require a building permit.

**15.24.090: ENFORCEMENT; GENERALLY:**

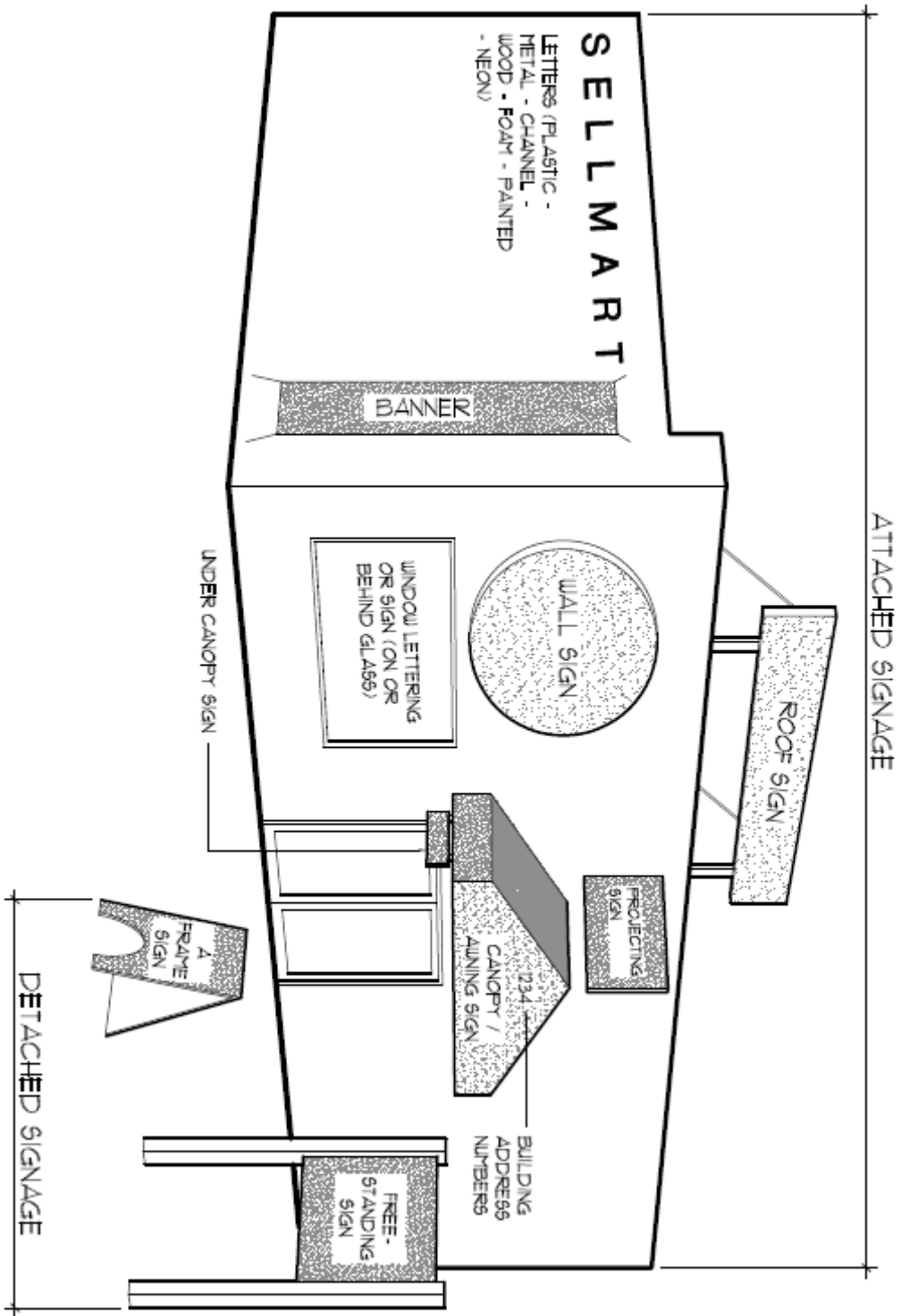
Provisions of this Chapter may be enforced by either or both of the methods set out in Sections 15.24.095 and 15.24.100 of this Chapter or any other method allowed by law.

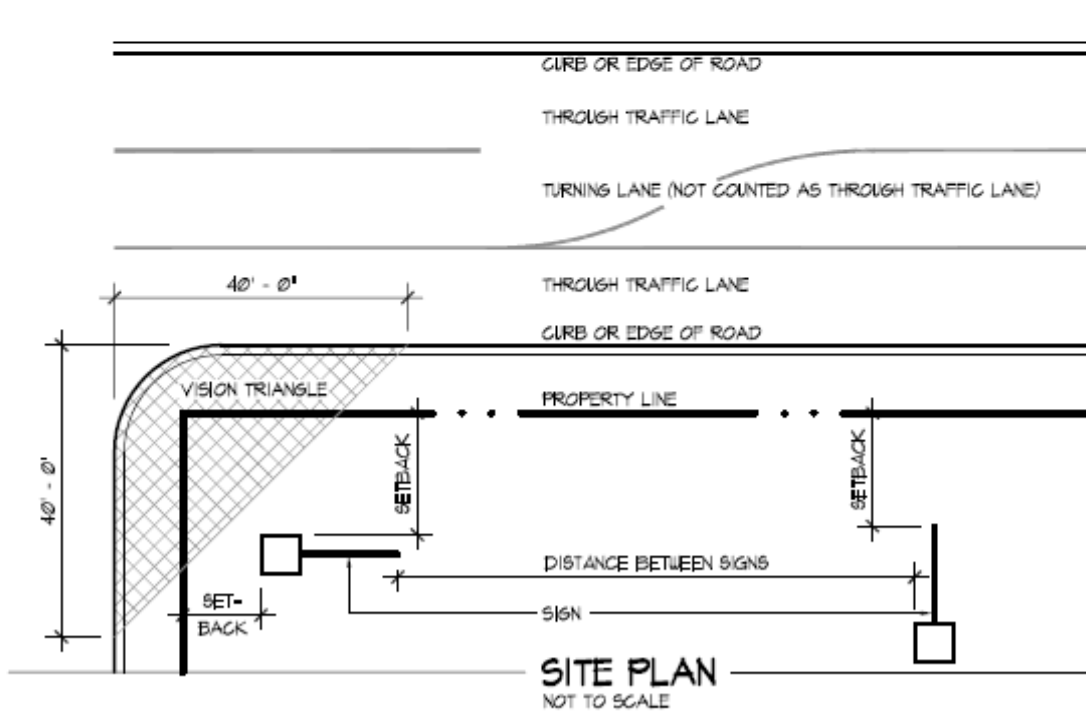
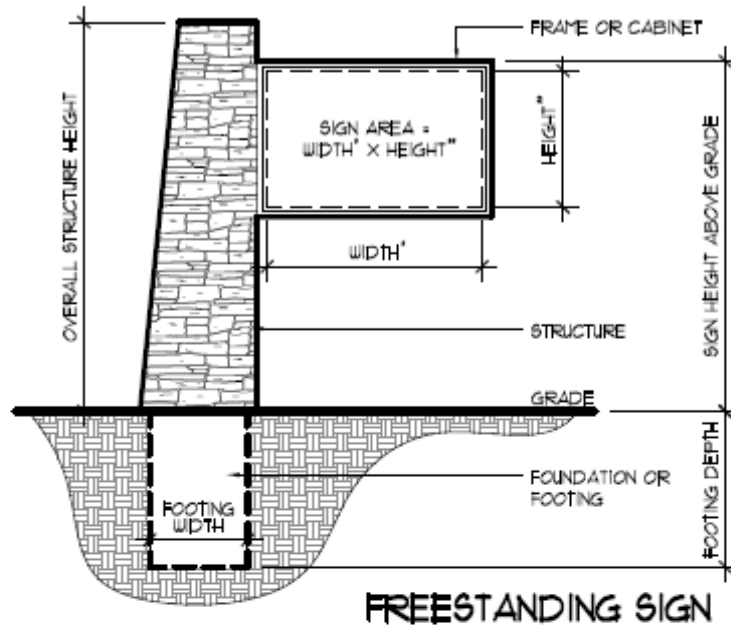
**15.24.100: ENFORCEMENT**

- A. Any person violating any of the sign code provisions set out in this Chapter may be given written notice to come into compliance within a set period of time.
- B. Any person violating any of the sign code provisions set out in this Chapter may be assessed a civil penalty as set by resolution of the City Council payable at the City Finance Department within thirty (30) days of the citation.
- C. Any person who fails to pay the civil penalty, or fails to file an appeal to the violation within thirty (30) days shall be guilty of a misdemeanor. All misdemeanor violations shall be processed pursuant to the Idaho Code and Rules of the Supreme Court. All misdemeanor penalties shall be pursuant to Idaho Code.

**15.24.105: ENFORCEMENT; INJUNCTION:**

Civil action may be brought on behalf of the City in the appropriate court to enjoin violation of this Chapter or for an order requiring removal of any sign in violation of this Chapter. In any such action the City, if successful, may be awarded its costs and a reasonable attorney fee as provided by the court.







## V. GLOSSARY

### 15.24. \_\_ DEFINITIONS

For the purpose of this Chapter, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not directory and the word "building" includes "structures" other than "sign structures," the gender he refers to all genders. For convenience, all definitions pertaining to types of signs are grouped under "signs," as used in this Chapter, unless the context requires otherwise.

**A-FRAME SIGN:** On premise portable, free-standing signs intended for use in parking lots, upon sidewalks and along roadways.

**AFFECTED PERSON OR AGGRIEVED PERSON:** Any resident of the City of Coeur d'Alene; or person having an interest in real property in the City of Coeur d'Alene; or any person with an interest in real property located within three hundred feet (300') of the property where the sign is located.

**AREA:** See definition of Sign Area.

**ATTENTION-GETTING DEVICE:** A flag, pennant, sky dancer, inflatable object or other item, which bears no specific lettered or symbolic message, which is displayed to attract the attention of the general public.

**AWNING:** A permanent roofed structure, which is attached to a building, usually over a sidewalk constructed to provide protection from the weather.

**BANNER:** A flexible material on which a sign is displayed. It may be stretched across a street, anchored to the outside of a building or other structure, affixed to windows, or otherwise displayed on exterior surfaces.

**BILLBOARD [(Standardized) Outdoor Advertising Sign:** Any sign which advertises goods, products, services or facilities not sold, produced, manufactured or furnished on the premises on which the sign is located.

**BUILDING OFFICIAL OR HIS DESIGNEE:** The person assigned to administer and enforce this Chapter. Whenever the term "Building Official" is used in this Code, it shall mean the Building Official or his designee.

**BUSINESS:** All of the activities carried on by the same legal entity on the same premises and includes charitable, fraternal, benevolent, religious, educational and social organizations. Such "legal entity" includes individual proprietorships, partnerships, corporations, nonprofit corporations, associations or joint stock companies.

**CANOPY:** A permanent freestanding roofed structure designed and constructed to provide protection from the weather, typically found at gasoline stations.

**CANOPY SIGN:** A sign which is erected or maintained under and is supported by or under a canopy.

**CHANNEL –LETTER SIGN:** A sign made up of individual, cabinet style, internally illuminated letters.

**COMMUNITY SHOPPING CENTER:** A building or group of buildings planned and developed as a center on two (2) or more acres of land under common ownership with three (3) or more retail business occupants.

**CONSTRUCTION ZONE:** A construction zone may include, but not be limited to, the development of urban renewal districts, the development of commercial, industrial and residential subdivisions, the construction of new buildings, and the remodeling and renovation of existing buildings.

**COPY:** The lettering and / or graphics displayed on a sign.

**CURB LINE:** The line at the face of the curb nearest the street or in absence of a curb, a line established by the City Engineer or Engineer's designee.

**CUTOUT:** Every type of display in the form of letters, figures, characters, representations or others in cutout or three-dimensional forms attached to a wall or face of a sign.

**DIRECTIONAL SIGN:** An on-premises sign used to identify and locate an office, entrance, exit, motor vehicle route, public telephone or similar service.

**DISPLAY SURFACE:** The area made available by a sign structure for the purpose of displaying a message.

**DISTRICT OR SIGN DISTRICT:** A residential suburban, commercial, manufacturing or freeway district established pursuant to zoning laws and Sections 15.24.555 through 15.24.615 of this Chapter.

**ELECTRIC SIGN:** A sign containing electrical wiring and lighting, but not including a sign illuminated by an exterior floodlight source.

**ERECT:** To construct, paint, place, affix or otherwise bring into being.

**EXTERNALLY ILLUMINATED SIGN:** A sign illuminated by an external light source.

**FLOTATION-TYPE, ATTENTION-GETTING DEVICES:** Any device inflated with heated air or any lighter-than-air gas, and floated at the end of a tether for the purpose of advertising or drawing attention to a commercial establishment.

**FREESTANDING SIGN (also Ground or Monument):** A sign without external bracing or guy wires, which is wholly detached from any building or other structure and is supported by poles or foundation support.

**IBC STANDARDS:** The International Building Code Standards published as a part of the International Building Code.

**INFLATABLE SIGN:** A form whose structure derives its support from pressurized air or other gas.

**INTERNALLY ILLUMINATED SIGN:** A sign which is wholly or partially illuminated by an internal light source from which the source light passes through the display surface to the exterior of the sign.

**MAINTAIN:** To keep free of any major defects in structure or appearance.

**MESSAGE CENTER:** A sign providing information by means of electronically changing text or images

**NEON SIGN:** A sign using high-voltage neon tubing to illuminate or display the copy.

**NON-TRADITIONAL SIGN:** Any attention-getting structure or device whose design fails to meet the definition criteria in any other section of this sign code, but which is accepted by the Sign Board as a sign.

**OFF-PREMISES LOCATOR SIGN:** An off-premises sign giving direction to motorists or pedestrians seeking the location of a public school, college, charitable, or religious institution.

**OFF-PREMISES SIGN:** Any sign, billboard, wall display, inflatable, or temporary sign that is used to advertise a business and/or service which is not located on said property.

**ON-PREMISES SIGN:** A sign which advertises only the business or the goods, products or facilities located on the property on which the sign is located, or which advertises the sale or lease of such property.

**PENNANT:** A piece of flexible material which is attached to a support.

**PERMANENT SIGN:** Any sign other than a temporary sign.

**PERSON:** An individual or legal entity (see definition of Business).

**PROJECTING SIGN:** A sign which projects beyond the building face or roof to which it is attached.

**READERBOARD:** A sign with changeable copy using removable plastic letters mounted in lines of track. (See Message Center).

**REGIONAL SHOPPING CENTER:** A building or group of buildings planned and developed as a shopping center located on ten (10) or more acres of land under common ownership with ten (10) or more retail business occupancies.

**RIGHT-OF-WAY:** The entire width between the boundary lines of every way publicly maintained when any part is open to the use of the public for vehicular travel, with jurisdiction extending to the adjacent property line, including sidewalks, shoulders, berms and rights-of-way not intended for motorized traffic. See Idaho State Code 49-109(5)

**ROOF SIGN:** A sign erected upon a roof.

**SANDWICH BOARD SIGNS:** See A-Frame Signs.

**SIDEWALK:** A paved pedestrian path usually adjacent to or within close proximity to a street.

**SIGN:** A display bearing a specific written or symbolic message, which may include pictorial or graphic decoration, intended to inform the public, identify the location of a business or other entity, and/or advertise goods for sale. A sign may be a free-standing structure, a structure mounted against a wall, onto the roof of a building, or lettering and/or logo symbols painted upon or affixed to the wall or window surfaces of a building, motor vehicle, or trailer.

**SIGN AREA:** The total area of a sign face, including all decorative or structural trim or other attention-getting devices, exclusive of essential structural supports. Where a sign is of a three-dimensional (3-D), spherical, cubic, or irregular solid shape, the largest cross section shall be used in a flat projection for the purpose of determining sign area. Whenever a sign is made of letters or numbers located individually upon a single surface wall, the area of the sign shall be determined by the size of the rectangle the copy occupies.

**SIGN STRUCTURE:** The supports, uprights, braces and framework of a sign.

**SIGN TOWER:** That portion of a building designed specifically for the placing of a sign flat against one or more faces thereof.

**SPONSOR SIGN:** A sign that is located at a public or quasi-public facility and is visible from public areas, on which sign is displayed the name of an individual or business making a financial contribution that is used solely for the support of the facility.

**T-FRAME SIGNS:** See A-Frame Signs.

**TEMPORARY SIGN:** A sign, banner, pennant, valance or advertising display that is not permanently affixed to any sign structure, sign tower or building.

**TEMPORARY BUSINESS SIGN:** A temporary, freestanding, on-premises sign or banner.

**TEMPORARY MERCHANDISE SIGN:** A temporary sign affixed to or placed against merchandise, or painted on or affixed to a nonpermanent rack or other type of display, advertising only the items of merchandise contained therein.

**TEMPORARY NONPROFIT SIGN:** A temporary sign identifying a nonprofit civic, charitable or benevolent event.

**TEMPORARY POLITICAL SIGN:** A temporary sign advertising a candidate seeking public office or promoting the passage or defeat of a measure on a ballot.

**TEMPORARY PROMOTIONAL SIGN DISPLAY:** Temporary business signs advertising a single event or promotion and erected and maintained as a group.

**TEMPORARY REAL ESTATE SIGN:** A temporary sign advertising only the sale, rent or lease of the building, structure or premises to which it is attached.

**TEMPORARY REAL ESTATE DIRECTIONAL SIGN:** A temporary sign advertising an "open house" and located off of the premises advertised.

**TEMPORARY ACTION DISPLAY:** A wind-activated device including, but not limited to, flags, pennants, streamers, banners and valances, but not including flags of the United States, State of Idaho, U.S. or State military services, foreign countries, the United Nations or flags of civic, fraternal or charitable organizations. A "temporary action display" shall not contain any graphic or pictorial advertising message or advertising symbol including, but not limited to, words or pictures.

**TEMPORARY SUBDIVISION SIGN:** A temporary on-premises sign advertising homes under construction or property for sale in a subdivision.

**TEMPORARY SIGN FOR WORK UNDER CONSTRUCTION:** A temporary on-premises sign denoting the name of the development and the architects, landscape architects, contractors, engineers, and financial institutions involved in the project

**VISION TRIANGLE:** A triangle, located at an intersection of two roadways, determined from the intersection of the curb lines, such that each roadway side is 40 feet long and the hypotenuse is determined by connecting the two roadway side endpoints with a straight line.

**WALL FACADE FOR SIGNS:** A sign structure designed for the placement of a sign erected upon the top of a wall or on a wall or parapet of a building in the same general plane as the wall.

**WALL SIGN:** A sign painted on or attached to or erected against the wall of a building or structure, or against the faces or ends of a canopy, with the face of the sign parallel to the wall or face and projecting out not more than eighteen inches (18").

**WINDSOCK:** A cone made of cloth or similar material which is open at both ends and is attached at one or more points to a support.

**ZONING ORDINANCE:** The Zoning Act of the City codified in Title 17 of this Code.

**ZONING DISTRICTS:** The City of Coeur d'Alene is divided into zoning districts; see the City of Coeur d'Alene Zoning Code for definitions and requirements.

**GENERAL SERVICES  
STAFF REPORT**

Date: February, 26, 2007

From: Monte McCully, Trails Coordinator

**SUBJECT: ATLAS TRAIL EXTENSION AGREEMENT**

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**DECISION POINT:**

Recommend entering into a State and Local Agreement with the Idaho Transportation Department for construction of the Atlas Trail Extension.

**HISTORY:**

The Atlas Trail is a class I pedestrian bike trail which runs along Atlas Road from just north of Kathleen Avenue to its terminus just south of Appaloosa Road. The Atlas Trail Extension is a project designed to connect the existing Atlas Trail with Seltice Way including a ramp that will connect the Atlas Trail to the existing Centennial Trail. The Project will be in the Highway Development Program for construction in 2010.

**FINANCIAL ANALYSIS:**

The Idaho Transportation Department is asking for \$10,000 to cover incidental services. These monies are required to begin services and are needed at the time the State/Local agreement is filed. The total cost for the Project is \$555,000. The State will pay for \$500,000 and the City's match for the project will be \$55,000, plus any costs of the project over the \$500,000 federal aid limit. The matching fund grant is 90/10, with 10% of the project's cost coming from the City. The City's funding is in the Parks Capital Improvement Fund - Bike Path line item.

**PERFORMANCE ANALYSIS:**

The construction of this segment of the Atlas Trail will remove pedestrians and bicyclists along this 1/3 of a mile stretch of shared roadway from the high volume of vehicle traffic, especially under the I-90 overpass where the road narrows and ped/bike users enter the roadway. The route will then be safer and more enjoyable.

**DECISION POINT/RECOMMENDATION:**

Recommend to City Council to enter into a State and Local Agreement with the ITD for the development and construction of Federal-Aid Project No. A010 (483), or the Atlas Trail Extension and to approve the \$10,000 deposit required by ITD.

c. *Doug Eastwood*  
*Mike Gridley*  
*Troy Tymesen*

RESOLUTION NO. 07-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A STATE AND LOCAL AGREEMENT FOR THE ATLAS BIKE PATH EXTENSION, WITH THE IDAHO TRANSPORTATION DEPARTMENT ITS PRINCIPAL PLACE OF BUSINESS AT 3311 W. STATE STREET – P.O. BOX 7129, BOISE, IDAHO 83707-1129.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a State/Local Agreement with the Idaho Transportation Department, pursuant to terms and conditions set forth in said agreement, a copy of which is attached hereto as 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 an Agreement, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6<sup>th</sup> day of March, 2007.

---

Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk



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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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

**STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)  
PROJECT NO. A010(483)  
ATLAS BIKE PATH EXTENSION  
KOOTENAI COUNTY  
KEY NO. 10483**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and the **CITY OF COEUR D'ALENE**, acting by and through its Mayor and Council, hereafter called the **SPONSOR**.

**PURPOSE**

The **SPONSOR** has requested the **STATE** to program for development and construction Federal-Aid Project No. A010(483), described as Atlas Bike Path Extension, the project development for which is to be performed by **SPONSOR'S** staff/Consultant Engineers. A copy of the Enhancement Application is marked Exhibit A and attached hereto as part of this Agreement. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

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

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

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

The Parties agree as follows:

**SECTION I. GENERAL**

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

2. Federal participation in the project is at the rate of 90.09%; local participation is 9.91%. The maximum Federal-aid available for this project is \$500,000.
3. Scheduled funding for this project is listed on the approved Idaho Transportation Department Highway Development Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development (State, Consultant, Local) - \$95,000
  - b. Right-of-Way - \$-0-
  - c. Utilities - \$-0-
  - d. Construction Engineering - \$55,000
  - e. Construction - \$405,000
  - f. Total Estimated Project Costs - \$555,000
4. The **SPONSOR'S** match for this project will be provided as follows:
  - a. Cash in the amount of 9.91 percent of the entire project (currently \$55,000);
5. 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> .
6. 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.
7. 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.
8. Sufficient Appropriation. It is understood and agreed that the **STATE** is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the **STATE** beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The **STATE** reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the **STATE** to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

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

1. Provide the following services incidental to the project development:
  - a. Assist **SPONSOR** in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the **SPONSOR** and Consultant Engineers on this project.
  - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - c. Furnish to the Engineers copies of materials test reports and other data applying to the project and available to the **STATE**.
  - d. Advertise for any/all required formal public hearings and provide a hearing officer to conduct the hearings.
  - e. Review rights-of-way appraisals and assign personnel to determine relocation entitlements and assistance which might be required by the project.
  - f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
  - g. Assist in negotiations with public carriers and utilities for agreements on behalf of the **SPONSOR**. If requested by a utility company, hold utility hearings before the Idaho Transportation Board or issue IT Board Orders to the utilities on behalf of the **SPONSOR**. During development, the latest edition of the **STATE**'s *Guide for Utility Management* will be followed in all matters relating to utilities.
  - h. Review the designing engineers' plans, estimates, reports and environmental studies, and issue notice of approval to the **SPONSOR** and the Engineer following the Concept, Preliminary and Final Design Reviews and the Design Study Report.
  - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - j. Unless otherwise included in the scope of work for the Consultant agreement, prepare the title sheet.
  - k. Print and assemble plans, special provisions, specifications and contract.

1. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement into covering responsibilities of the parties relating to construction.
2. Upon receipt of appropriate documentation from the **SPONSOR** showing expenditure of funds for project development, reimburse the **SPONSOR** at the approved Federal-aid rate for eligible expenses.
3. Bill the **SPONSOR** for costs incurred by the **STATE** under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
4. Bill the **SPONSOR** for any federal funds to be repaid by the **SPONSOR** if the project is terminated prior to completion, and the **SPONSOR** has been reimbursed with federal funds for preliminary engineering.

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

1. Provide a funding match of 9.91% of the Total Estimated Project Costs of \$555,000, and assume responsibility for all costs of the project over and above the \$500,000 Federal-aid limit.
2. Pay to the **STATE**, before the **STATE** begins the incidental services referred to in Section II, Paragraph 2, the sum of **TEN THOUSAND DOLLARS (\$10,000)**, estimated to be the total expense to the **STATE**. In addition, Pay to the **STATE** the cost of all incidental services provided by the **STATE** upon receipt of the billing provided for in Section II, Paragraph 4. Checks shall be made payable to the "Idaho Transportation Department", and mailed to the District One Office at 600 W. Prairie, Coeur d'Alene, ID 83814-8764.
3. **SPONSOR** warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
4. With the assistance of the **STATE**, hire a consultant for development of the project.
5. 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.
6. Acquire with the **STATE'S** assistance as noted in Section II, all rights-of-way and easements needed to provide for construction and maintenance of the project.

7. Furnish all appraisals required for the project to the **STATE** for review.
8. 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.
9. Complete a monthly right-of-way status report, ITD-2161, and forward it to the Local Project Coordinator.
10. Before initiating negotiations for any real property required for right-of-way, establish an amount considered to be just compensation, under Idaho law, and make a prompt offer to acquire the property for the full amount established.
11. Make a good faith effort to acquire the real property by negotiation.
12. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all the facts including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
13. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the **STATE** of any relocations required by the project and authorize the **STATE** to negotiate in its behalf for all relocation assistance and payments, the cost of which will be assumed by the **SPONSOR** at the time of negotiation.
14. To the greatest extent practicable, no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days' written notice prior to advertisement of the project.
15. 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.
16. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the **STATE** an environmental evaluation, which includes cultural resources, and any other documents required by the National Environmental Policy Act.

17. 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.
18. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof.
19. 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.
20. Comply with all other applicable State and Federal regulations.

**EXECUTION**

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

**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED BY:

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

RECOMMENDED BY:

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

Approved as to form  
Steven M. Parry  
Deputy Attorney General  
11-7-06

**ATTEST:**

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

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

hm:10483 SLAPD.doc



## APPENDIX A

### EXCERPTS FROM TITLE 49 CFR PART 21

During the performance of work covered by this Agreement, the City of Coeur d'Alene for itself, its assignees and successors in interest (hereafter referred to as the **SPONSOR**), agrees as follows:

**1. Compliance with Regulations:** The **SPONSOR** during the performance of work covered by this Agreement shall comply with all regulations of the United States Department of Transportation relative to Civil Rights with specific reference to Title 49 CFR Part 21, Title 41 CFR Part 60, Civil Rights Act of 1964 as amended and Executive Order 11246.

**2. Non-Discrimination:** The **SPONSOR**, with regard to the work performed during the term of this Agreement, shall not in any way discriminate: against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, religion, sex, national origin, age or non-job-related handicap.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding or negotiation, made by the **SPONSOR** for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware, by the **SPONSOR**, of the obligations of this Agreement and to the Civil Rights Requirements based on race, color, religion, sex, national origin, age or non-job-related handicap.

**4. Information and Reports:** The **SPONSOR** shall provide all information and reports required by Regulations and/or Directives and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Idaho Transportation Department or the Federal Highway Administration. The **SPONSOR** will be required to retain all records for a period of three years.

**5. Sanctions for Non-Compliance:** In the event the **SPONSOR** is in non-compliance with the Civil Rights Provisions of this Agreement, the Idaho Transportation Department shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the **SPONSOR** until it has achieved compliance and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

**6. Incorporation of the Provisions:** The **SPONSOR** shall physically include this Appendix in every subcontract of \$10,000 or more to include procurement of materials and leases of equipment unless exempt by Regulations, Orders, or Directives pursuant thereto. The **SPONSOR** shall take such action with respect to subcontractor or procurement as the Idaho Transportation Department or the Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided in event the **SPONSOR** becomes involved in, or is threatened with litigation with the subcontractors or suppliers as a result of such direction, the **SPONSOR** may request the **STATE** to enter into such litigation to protect the interest of the **STATE**, and in addition the **SPONSOR** may request the United States to enter into such litigation to protect the interest of the United States.

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF COEUR D'ALENE**, hereafter called the **CITY**, for development of Atlas Bike Path Extension; and

**WHEREAS**, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

**WHEREAS**, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

**WHEREAS**, The **STATE** can only pay for work associated with the State Highway system; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Project No. A010(483) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Coeur d'Alene, held on

\_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

## Section 1: Project &amp; Cost Summary with Sponsor Certification

APPLICANT ORGANIZATION	
Name Coeur d'Alene Parks Department	Contact Person Doug Eastwood
Address 710 E. Mullan Avenue Coeur d'Alene, ID 83814	Title Director, Parks Department Telephone (208) 769-2252
SPONSORING AGENCY	
Name City of Coeur d'Alene	RECEIVED JAN 27 2006 SRTC
Address 710 E. Mullan Avenue Coeur d'Alene, ID 83814	
PROJECT NAME & LOCATION	
Atlas Bike Path Extension - from current terminus on Atlas Road to Seltice Way, connecting to Centennial Trail at I-90/Atlas Rd overpass.	
PROJECT DESCRIPTION (summary)	
The Atlas Trail Project will begin at the south end of the existing bike path and continue 1745 LF on the west side of Atlas Road south to Seltice Way, passing under an existing I-90 overpass. The Project will include an AASHTO- and ADA- compliant ramp south of I-90 to connect the bike path to the existing Centennial Trail, running parallel to I-90.	
Length: 1,745 feet Width: 10 L.F. Quantity: 1 site Begin Mile Post: N/A End Mile Post: N/A (where applicable, specify the above)	ENHANCEMENT CATEGORY <input type="checkbox"/> Historic <input type="checkbox"/> Scenic or Environ. <input checked="" type="checkbox"/> Ped/Bike (if more than one category, indicate rank)
TRANSPORTATION BENEFIT Based on SD271 and Centennial Trail Foundation (CTF) data, the Project provides an improved travel experience for over 100,000 users, including tourists, commuters, and students. Project 1) permanently fills a missing link between existing ped/bike trails; 2) improves alternate transportation opportunities for tourists and a fast-growing population (2005 est City pop. 41,368 per Planning Dept); and 3) extends safe routes to local schools with a current estimated enrollment of 4,810.	
COST SUMMARY	RIGHT-OF-WAY NEEDS
Federal Funds Requested:* \$ 500,000.00 (amount from Line 51, Section 2)	Property to be purchased? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Total Matching Funds: \$ 55,000.00 (amount from Line 50, Section 2)	Easement(s) needed? <input checked="" type="checkbox"/> yes <sup>1</sup> <input type="checkbox"/> no
Total Project Cost: \$ 555,000.00 (amount from Line 52, Section 2)	Donated Property? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Show the matching percentage (matching funds/total project costs):** 10% .0991%	
*Projects requesting more than \$500,000 in federal funds will be returned to the applicant. ** Review matching requirements to ensure that match is adequate for total project cost.	
SPONSOR CERTIFICATION	
I certify that <u>the City of Coeur d'Alene</u> supports the proposed Enhancement project and that Sponsor has the legal authority to apply for and pledge the matching funds required to receive the requested Transportation Enhancement funds. I further certify that matching funds will be available for the proposed project and that Sponsor will provide maintenance for the project upon completion. I understand that this is not a grant application, that it is a request for reimbursement through the federal aid system, and that all federal rules for contracting, auditing, and payment will apply to the project.	
Signature <i>Dixie Reid, Mayor Pro Tem</i>	Date 1/25/06
Printed Name <del>Sandi Bloom</del> DIXIE REID	Title Mayor, City of Coeur d'Alene
Adopted Resolution # City Council Action	Date of Resolution Dec. 20, 2005

<sup>1</sup> Easements along State's property will be acquired with no exchange of funds anticipated.

## SECTION 2: PROJECT COST ITEMIZATION (page 1 of 3)



(round to nearest thousand dollars)

Fill out cost items as appropriate for your project. Use "Other" to specify items not shown.

Sponsor (City, County, Hwy Dist, State/Fed Agency)			
Project Title	Atlas Bike Path Extension to Seltice Way connecting to Centennial Trail		ITD District 1
Project Length	1745 LF x 10 LF	F.A. Route or Local Street Name	Atlas Rd to Seltice Rd under I-90
<b>PROJECT LIMITS (Local Landmarks at Each End of the Project)</b>			
Extension of existing Atlas Bike Path (terminus located 975 LF north of Atlas Road/I-90 overpass) south 1745 LF to Seltice Way and connecting with Centennial Trail by means of ramp on south side of overpass.			
Project Type	Enhancement – Pedestrian/Bike Pathway		
<b>PRELIMINARY ENGINEERING by CONSULTANT (PC)</b>			
For Construction or Renovation Projects Only. PC includes concept development, preliminary and final design and review, geologic and hydraulic studies, environmental reviews and clearances, and local administrative costs. With few exceptions projects are developed under a consultant contract. Calculate 20% of the total construction costs, and use this amount if the resultant PC is greater than \$50,000. At a minimum you should enter \$50,000.			
1.	<b>Preliminary Engineering Costs</b>		<b>\$85,000</b>
<b>ENHANCEMENT PROJECTS THAT PROVIDE INFORMATION AND INTERPRETATION</b>			
2.	Research (Identification, Inventory, Evaluation, Data Analysis, Curation)		
3.	Presentations, Proposals, and Displays		
4.	Draft Publication or Product and Reviews		
5.	Final Publication or Product		
6.	Distribution/Implementation		
7.	Other (Specify)		
8.	<b>Information and Interpretation Costs</b>		<b>0</b>
<b>RIGHT-OF-WAY (ROW)</b>			
For projects where right-of-way, scenic easements, and/or use easements must be acquired or are being donated.			
9.	Liaison and Negotiations		
10.	Surveys, Documents, and Appraisals		
11.	Acquisition Costs		
12.	Other (Specify)		0
			**Required easements will involve no funding outlay.
13.	<b>Right-of-Way Costs</b>		<b>0</b>
<b>CONSTRUCTION</b>			
If estimates are based on current costs, increase the estimate by 15% to account for inflation.			
<b>Items</b> (If quantity and unit price are not applicable, only fill in Cost)	<b>Quantity (Q)</b>	<b>Unit Price (UP)</b>	<b>Cost (Q x UP)</b>
14. Demolition/Removal of Existing	1 L.S.	3000	\$3,000
15. Clearing/Grubbing	0.6 AC	7000	\$4,000
16. Grading	1 L.S.	21,400	\$21,000
17. Drainage/Irrigation	1 L.S.	31,000	\$31,000
18. Permanent Signs or Displays	N/A		\$0
19. Temporary Signs or Displays	N/A		\$0
20. Seeding and Planting	1 L.S.	8,000	\$8,000
21. Other Landscaping	1 L.S.	13000	\$13,000
22. Staging/Storage Areas	N/A		\$0
23. Traffic Control	1. L.S.	20,000	\$20,000
24. Relocation of Utility/Sewer	N/A		\$0

**SECTION 2: PROJECT COST ITEMIZATION (page 2 of 3)**  
(round to nearest thousand dollars)

Fill out cost items as appropriate for your project. Use "Other" to specify items not shown.

<b>CONSTRUCTION (Cont.)</b>			
<i>Items (If quantity and unit price are not applicable, only fill in Cost)</i>	<b>Quantity (Q)</b>	<b>Unit Price (UP)</b>	<b>Cost (Q x UP)</b>
25. Pavement and Base	1 L.S.	34,900	\$35,000
26. Curb and Gutter <u>and approaches</u>	1. L.S.	13,000	\$13,000
27. Slope Protection	N/A		\$0
28. Erosion/Pollution Control	1 L.S.	5,000	\$5,000
29. Structures ( <i>Bridges &amp; Tunnels</i> )	N/A		\$0
30. Retaining Walls – <u>split face Ultra Block</u>	2450 SF	\$44	\$112,000
31. Pedestrian Crossing Signals and Illumination			\$0
32. Guardrail <u>and terminal ends</u>	1 L.S.	16,000	\$16,000
33. Detours			\$0
34. Utility/Sewer			\$0
35. Bicycle Storage Systems			\$0
36. Footings/Foundations			\$0
37. Superstructure ( <i>Framing</i> )			\$0
38. Exterior Closure			\$0
39. Roofing			\$0
40. Interior Construction/Renovation			\$0
41. Specialties/Equipment			\$0
42. Mechanical/HVAC			\$0
43. Mechanical/Plumbing			\$0
44. Electrical/Lighting			\$0
45. Electrical/Power			\$0
46. Other ( <i>Specify</i> )			\$0
<b>Pedestrian/Bicycle Railing</b>	620 FT	\$104	\$65,000
<b>Construction Surveying</b>	1 L.S.	\$8,000	\$8,000
<b>Fence</b>	800 FT	\$17	\$14,000
<b>47.</b>	<b>Subtotal Construction Costs</b>		<b>\$368,000</b>
<b>48. Mobilization (10% of Line 47)</b>			<b>\$37,000</b>
<b>49. Construction Engineering and Contingencies (15% of Line 47)</b>			<b>\$55,000</b>
<b>50. ITD Administrative Costs (\$2,000-\$10,000; consult District Planner)</b>			<b>\$10,000</b>
<b>51. Total Cost of Project (Add Lines 1,8,13 &amp; 47 – 50)</b> Enter this total in Part 1 of the application under Summary of Costs.			<b>\$555,000</b>
<b>52. Required Match based on Total Project Cost or \$55,000 whichever is lower</b> (based on line 51 and Board Policy for Match Requirements, p. 3 of 3, Part A)			<b>\$55,000</b>
<b>53. Federal Share of Project Costs</b> (subtract line 51 from line 52 not to exceed \$500,000)			<b>\$500,000</b>
<b>54. Total Participating Costs</b> (add lines 52 + 53)			<b>\$555,000</b>
<b>55. Sponsor's Non-Participating Share</b> (subtract line 54– from line 51)			<b>\$0</b>

**SECTION 2: PROJECT COST ITEMIZATION (page 3 of 3)**

(round to nearest thousand dollars)

**Contributions Details**

<b>Type</b>	<b>Details</b> (reference the appropriate line item where the match is spent in Section 2, pages 1 & 2 above)	<b>Dollar Value</b>
<b>Sponsor's Cash</b>		
Other Cash (Indicate Sources)	City Council Approval, 12-20-2005	\$55,000
<b>Total Cash Match</b>		\$55,000
<b>Sponsor's Non-Cash Match</b>		
Donations of Materials* (place values in construction portion on p. 2, above)		\$0
Donations of Property* (place values in ROW section of 2, above)		\$0
Donations of Labor * (place values in "other" section of 2, above)		\$0
Donations of Services *(place values on lines 1 - 7, section 2, above)		\$0
<b>Total Match</b> (Show in Section 1, line 2 of the Cost Summary section)		\$55,000
<b>Other Contributions</b> *(Describe sources & Uses)		
<b>Total Other Contributions</b> (this value should match the value on line 55)		\$0

\*Note: Construction Labor or Professional Services paid by the Sponsor to their own forces should be categorized as "non-cash" contributions. Non-cash match numbers – included in this form as a donation of material, property, labor or services should be included in and budgeted to the appropriate portion of Section 2, Cost Itemization. Other contributions are funds or contributions in excess of the required matching share, but must otherwise be pledged to complete the Sponsor's project.

Cost Estimate Developed by J.U.B. Engineers, Inc. (208) 762-8787  
 Print name and title Phone

## SECTION 3: NARRATIVE

### A. Purpose and Need:

- Explain why the project is needed.

**PURPOSE:** The purpose of the proposed project is to 1) enhance the traveling experience for commuters and tourists by providing a **complete, usable, seamless bicycle/pedestrian trail** connecting the city and its scenic countryside; 2) enhance the community's quality of life by providing an **alternate transportation route** for commuters; and 3) provide off-road, safe bicycle/pedestrian access to area schools.

**NEED:** The existing Atlas Pedestrian/Bike Trail – a Class I, paved off-road bike trail constructed by the City in 2003 along Atlas Road in Coeur d'Alene - extends south from Kathleen Road 5,840 LF to its current terminus 975 LF north of I-90. It serves an estimated 47,250 users per year,<sup>2</sup> primarily cyclists, recreationists, and students from immediate neighborhoods. The steady use of this trail – even beyond its current terminus – is evidenced by the worn dirt path extending under the I-90 overpass in both directions as seen in the attached photographs. It is apparent that the use of this route outweighs any current difficulties such as heavy traffic alongside the path, low visibility, and narrow passages.

Only 1,085 LF away from the south end of the paved portion of the Atlas Trail runs the popular **Centennial Trail** (see Vicinity Map, attached): 23 miles of 10 LF-wide scenic paved bicycle/pedestrian off-road trail stretching from beautiful Lake Coeur d'Alene along the Spokane River into Washington. This trail offers such high quality transportation experience that it accommodates over **1 million users annually**.<sup>3</sup> Among these are commuters who prefer to bike to work (downtown Coeur d'Alene or locations along the trail); students who bike or walk the trail to North Idaho College, University of Idaho, or Lewis and Clark State College along the Spokane River; bicycle tourists staying at hotels along the route; and recreationists of all ages. Additionally, the trail is ideally suited for the mobility-impaired due to its width, grading, and separation from road traffic. The Centennial Trail has been widely advertised as the route taken by triathletes who participate in the Ironman Coeur d'Alene competition held annually in June.

Unfortunately, there is no access to this major bicycle/pedestrian trail from nearby Atlas Trail, even though the latter serves one of the **most densely populated** areas of Kootenai County, including Indian Meadows, Queen Anne, Northshire, Fairway Hills, and Orchard Lands. Census Tract 8<sup>4</sup> (identifying the 3.5-sq.-mile immediate area) indicates a population of 4,228 (2000 Census) and continues to be built out. Schools in the area served by the existing Atlas Trail (connecting to Kathleen and Ramsey Trails) include **Holy Family Catholic School, Skyway Elementary, Woodland Middle School, and Lake City High School, Ramsey Elementary, and Coeur d'Alene Charter Academy**, with a current total enrollment of **4,810 students**.<sup>5</sup>

Other indications point to the need for the Project. With Coeur d'Alene's population growing dramatically (currently **41,368 per Planning Department estimates, a 19.9% increase since 2000**), the need for additional pedestrian/bicycle pathways in key areas is increasing as well. Two of these key areas are newly-annexed Mill River and Riverstone West along the Spokane River (see map). Mill River's 200 residential lots are pre-sold. Construction is underway both there and in Riverstone West. Commercial enterprises within these neighborhoods are already creating jobs for hundreds of workers (the new U.S. Bank Call Center in Mill River plans to employ 500). This area's growth is set to explode.

Fortunately, the gateway to these developments is Seltice Way, which lies only 650 LF to the south of the Atlas Trail ramp planned for accessing Centennial Trail at I-90. By extending the Atlas Trail to Seltice, this Project will **maximize bike/pedestrian access to/from these heavily populated areas**.

Finally, the proposed Project will extend safe transportation alternatives to the community's **6,257 disabled** individuals over 5 years old (18% of city residents).<sup>6</sup> It will offer them **increased outdoor travel opportunities** and connections with the beauty of this area and its quality of life.

<sup>2</sup> Based on conservatively estimated bike users for the area schools (per school personnel) plus estimated weekend recreationists. "Users" implies uses, not unduplicated persons.

<sup>3</sup> Gene O'Meara, Vice Chairman, North Idaho Centennial Trail Foundation, December 9, 2004.

<sup>4</sup> 2000 Census, City of Coeur d'Alene

<sup>5</sup> SD 271 statistics.

<sup>6</sup> 2000 Census.



- What *problems* will occur or *opportunities* will be lost if not implemented?

If this Project is not completed, a significant *opportunity* will be lost to link two popular existing trails with connections to multiple and heavily populated areas of the city, provide a complete, usable facility minimizing conflicts with motorized traffic for all users (including those in wheelchairs), expand safe routes to school, and extend recreational cycling opportunities.

## B. Project Description:

- Describe the proposed work, location, and length and width on bike and pedestrian projects.

This Bike/Pedestrian Project proposes to extend an existing 10 LF-wide, 1.1-mile-long, paved Class I pedestrian/bicycle path<sup>7</sup> from its terminus on N. Atlas Road southward 1745 LF to Seltice Road (see Vicinity Map attached). The Project will extend under the I-90/Atlas Road underpass and connect to the existing Centennial Trail via a ramp (included in the total length of Project, and following AASHTO guidelines for development of ped/bike pathways and ADA guidelines regarding the mobility-impaired) on the south side of the underpass. It will then continue on another 650 LF south to Seltice Way. The path will be set back 30 LF from the Atlas Rd. centerline to the street side of the path to accommodate drainage swales.

The bridge structure will not be compromised by this Project, according to J.U.B. Engineers (see letter and bridge design from J.U.B, attached). This pathway serves as alternate transportation, recreation, and safe walking/bicycle corridor to schools. The Project meets AASHTO standards.

- State the eligible activity(ies) into which the project fits.

This Project links other modes of transportation, meets AASHTO guidelines, accommodates persons with disabilities (off-road paved 10LF trail and ramp), is consistent with adopted community plans (Coeur d'Alene Parks Department Comprehensive Plan and Bike/Pedestrian Advisory Committee recommendations), and fits the following Bicycle and Pedestrian Facilities eligible activities:

- ✓ New off-road trails (Class I)
- ✓ Bike and pedestrian bridges and underpasses.

- Explain how the project relates to surface transportation (function, proximity, benefit).

***Function:*** The proposal links two established, popular bikeways/walkways, providing alternate transportation facilities accessible to commuters, students, tourists, and the mobility-impaired. It meets 1999 AASHTO Guidelines for the Development of Bicycle Facilities. Further, it is consistent with Coeur d'Alene Parks Department Comprehensive Plan as well as prioritized in the City's Bike/Pedestrian Advisory Committee's recommendations.

***Proximity:*** The proposal integrates the completed bike/pedestrian facility (Atlas Bike Path/Centennial Trail) with surrounding subdivisions and schools, with resulting social benefits: improved recreational and alternative transportation opportunities for all (including the mobility-impaired) along with increased awareness and preservation of the community's quality of life.

***Benefit:*** The proposal improves the use and service of both Atlas Bike Path and Centennial Trail by connecting the two, providing a complete, usable facility. It extends the linked pathway to one of the fastest-growing sectors of the City, encouraging the use of alternate transportation and benefiting an estimated 100,000 users annually. Finally, it reduces the adverse impacts of cycling/walking along the heavily traveled 2-lane major collector, Atlas Road (see photos, attached).

- Explain how the project is over and above routine or required projects or activities.

The Project is over and above routine activities of the City and Parks Department (parks maintenance only); it requires approved by City Council (specific appropriations, matching funds or approval to seek an external grant).

- Describe how the project meets the need(s) previously described.

<sup>7</sup> A Class I Bikeway (Federal designation) is a completely separated right-of-way designed to be shared with pedestrians. The standard pavement width of a Class I Bikeway is eight (8) feet. The typical right of way width is ten (10) feet.



This Project meets the needs identified above, providing

- ✓ *a missing link between two existing off-road trails – Atlas Bike Trail and the popular Centennial Trail – enhancing overall quality of community life* by expanding bicycle commuter, recreational, and touring opportunities. It improves access to all users including the mobility-impaired, allowing increased appreciation of human-powered transportation as well as enjoyment of North Idaho's spectacular scenery. It allows "a safe commute to the citizens who prefer non-motorized access to the downtown amenities of the City of Coeur d'Alene."<sup>8</sup> Further, it gives our public the freedom to choose NOT to drive.<sup>9</sup>
  - ✓ *a complete, usable facility that minimizes conflicts with motorized traffic and allows safe, efficient passage between these two Class I pedestrian/bike trails.*
  - ✓ *safe routes to schools* for students in the area to local elementary, middle and high schools, as well as to North Idaho College (NIC) the University of Idaho (U of I) and Lewis and Clark State College by means of the connection with the Centennial Trail.
- Describe how the project enhances the quality of the traveling experience or the quality of life.

Students, bicycle commuters, recreationists, tourists, and the mobility-impaired will be able to experience an enhanced **seamless ride or walk** from home or accommodation through some of the most beautiful scenery in the nation. Elementary through high school students will have safe routes to schools within the neighborhood; college students can safely ride bicycles to North Idaho College, the University of Idaho, and Lewis and Clark State College at Harbor Center on the Centennial Trail at the Spokane River. Persons with **mobility impairment** can negotiate these linked trails with the security of **minimal exposure to vehicular traffic**. Alternative transportation provision will allow residents and visitors alike a **choice NOT to drive**. Bicycle commuters can choose to **bike to work downtown**. In all, **human-powered transportation** will become a **more attractive option**, a goal consistent with the Idaho Transportation Department's Bicycle and Pedestrian Facilities program.

### **C. Project Development Considerations:**

- If right-of-way or easements need to be purchased, provide details.

**Easements along the State's property will be acquired for the project. No exchange of funds is anticipated.**

- Explain the location of the project in relationship to any environmentally sensitive factors, including rivers, lakes and wetlands.

**No environmentally-sensitive factors are anticipated which would affect this Project.**

- Does the project impact or go through historical features, structures?

**To our knowledge, no historical features or structures are impacted by this Project.**

- Are any low-income or minority populations impacted by the project location?

Based on the scope of the Project, the proposed ped/bike location will have a **positive impact on low-income and minority populations** by providing **more multi-level transport options**. Over 7% of the population of Census Tract 8, Kootenai County (City of Coeur d'Alene)<sup>10</sup> is **below the poverty level** (298 residents). Over 8% of children 18 and under in Census Tract 8 are **below poverty**. In fact, according to School District 271, Coeur d'Alene, 43% of students qualify for **Federal Free/Reduced Cost Lunch program** because of their families' **low incomes**.<sup>11</sup> Finally, 4.3% of Census Tract 8 populations are **minority populations**.

- Will any permits be needed?

It is possible that an ITD right of way/encroachment permit may be required for the connection at I-90, as well as a possible permit from DEQ for surface runoff.

<sup>8</sup> Chris Copstead, Chairman, North Idaho Centennial Trail Foundation, December 15, 2005.

<sup>9</sup> Susan Handy, "Driving Less", *Access*, Number 23, Fall 2003, p. 25.

<sup>10</sup> *Ibid.* 2000 Census.

<sup>11</sup> SD 271 statistics.

**D. Planning and Public Involvement:**

- State whether the project is part of an approved comprehensive plan.

The Project fills a deficiency identified in the Coeur d'Alene Bikeways Plan to expand recreational cycling in the city. It advances the mission of the Pedestrian/Bicycle Advisory Committee, Coeur d'Alene (City Ordinance No. 3123), to promote *human-powered transportation* in the area and *safe routes to schools*. Further, it is a priority of the Centennial Trail Foundation (see letter, attached).

- Explain how the public has been involved in the identification and development of the project.

Coeur d'Alene Parks Department staff and the Parks and Recreation Commission regularly solicit community input to help prioritize the community's needs, particularly from schools and neighborhoods near the proposed projects (see support letters, attached). **All Commission and City Council meetings are open to the public with opportunity for public input;** further, **agenda are posted on the City's website** prior to each public meeting.

- ✓ Parks and Recreation Commission Meeting, December 12, 2005: Commission approved the advancement of the Project with recommendation to City Council.
- ✓ Coeur d'Alene City Council, December 20, 2005: Council approved submission of a grant application to ITD for the Project, and committed cash matching funds as required. (If awarded the grant, the City will enter into compliance agreements with ITD as required, including maintenance agreements.)

- If appropriate, explain how the project furthers a statewide government initiative.

The Project advances the vision of the Idaho Transportation Department's *Idaho Bicycle and Pedestrian Transportation Plan of 1995, Chapter 1, Vision and Goals*: "Idaho will become a place where people choose to make walking or riding a bicycle a part of their everyday lives. Residents and visitors will be able to walk and ride with confidence, safety, and security in every community. New and enhanced facilities and services will make the trip more pleasant, more convenient, without conflict with motorized modes, and with minimal barriers to the mobility impaired. Bicycle and walking will become a routine part of the transportation system and everyday trips."<sup>12</sup>

As such, the Project encourages **greater use of human-powered modes of transportation**, one of the goals of the State's long-range transportation planning.<sup>13</sup>

- If there is opposition to the project, explain.

To our knowledge, **no opposition** to the Project has been encountered. On the contrary, attached letters of support attest the community's desire for this Pedestrian/Bicycle Pathway.

**3-year Project Schedule:**

Time Frame in quarters	Year One - 2007				Year Two - 2008				Year Three - 2009			
	1	2	3	4	1	2	3	4	1	2	3	4
<b>Project Functions</b>												
State / Local Agreement	X											
Procuring Consulting Services	X											
Environmental Review	X											
Land / ROW Acquisition												
Project Concept and Preliminary Design	X											
Final Design					X							
Construction										X		
Target for Completion											X	
Project Audit and Close-out												X
Project Celebration						X						X

<sup>12</sup> Idaho Bicycle and Pedestrian Transportation Plan of 1995, p. 5

<sup>13</sup> Ibid. p. 6.

## **E. Financial Responsibility**

- Using the Contributions Details summary form (p. 4), provide the information necessary to describe the "other contributions" needed to complete the project or complete the eligible activities within a larger project.

As stated in line items in the Contributions Details summary form found on p. 4 of this application, Coeur d'Alene City Council made **\$55,000 in cash match** available to the Project on December 20, 2005. **No other contributions are necessary to complete the Project.** The City understands that Transportation Enhancement (TE) funding is a cost-reimbursement program; the City will advance funds and follow TE procedures for reimbursement.

- Demonstrate your ability to advance the project to contract in a timely manner with your available resources.

The Coeur d'Alene Parks Department has a lengthy history of advancing projects in a timely manner to meet ITD grant funding administration requirements, including the **I-90 Enhancement Project (2001)**, the **US 95/Northwest Blvd Enhancement Project (2002)**, and the **Northwest Boulevard/Centennial Trail Enhancement Project (2005)**. The City contracted with J.U.B. Engineers, Inc., for cost estimates and project feasibility (see letter, attached). Due to the Project's priority in the City's Bike Pathways plan, the City will move forward upon grant award to finalize design and construction according to Transportation Enhancement grant requirements.

- Demonstrate (discuss) your ability to advance the project.

The City of Coeur d'Alene is **committed and able to advance this Project to completion upon grant award.** The Parks Department is responsible for providing recreational opportunities for City residents and visitors, the number of which is growing annually (see population figures for Coeur d'Alene, above). The quality of dedication to providing and maintaining pedestrian and bicycle routes is reflected in the increasing bike trail miles available to the public (current total 24 miles within the city, a 16% increase since 2000, per Parks Department figures).

## **F. Long-Term Commitment and Maintenance:**

- Describe how you will provide for long-term management and maintenance of the completed project. (Maintenance is a critical aspect of any enhancement project. Discuss your plans for maintenance with your ITD District contact to make sure they are adequate.)

The City of Coeur d'Alene is **committed to providing and maintaining pedestrian and bicycle routes.** The City provides an **annual allocation for the long-term maintenance** and they will continue to do so. The Coeur d'Alene Parks Department with City endorsement will assume the responsibility of overseeing the maintenance of the proposed trail (reference City Council approval, Tuesday, December 20, 2005; on file).

- Provide sufficient reference to any signed agreements if parties other than the Sponsor are responsible for any part of this obligation.

The Sponsor, the **City of Coeur d'Alene**, is also committed to the long-term maintenance of this Project. **Pending grant award, the City of Coeur d'Alene will enter into all necessary maintenance agreements with ITD per Coeur d'Alene City Council action taken on December 20, 2005.**



December 7, 2005

Mr. Doug Eastwood  
City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, ID 83814

Dear Doug:

Re: Atlas Trail - Enhancement Application Cost Estimate and Feasibility

Thank you for contacting J-U-B ENGINEERS, Inc. to assist the City of Coeur d'Alene with a Fiscal Year 2009 Enhancement Application. The Atlas Trail Project will begin at the south end of the existing bike path and continue on the west side of Atlas Road south to Seltice Way, passing under an existing I-90 overpass. This project will include a ramp south of I-90 to connect the bike path to the existing Centennial Trail. Our portion of this Application includes a viable concept for passing under I-90 and preliminary cost opinion to construct the project. Several alternatives were considered; although, the concept presented in the attached exhibit is one that is appropriate for the Enhancement Funding source.

J-U-B ENGINEERS, Inc. has determined that the Atlas Trail Project is feasible for the following reasons:

- The project can be constructed without compromising the I-90 overpass structure;
- Path width (9 - 10 feet) and height clearances (10 - 12 feet) can be met with the design alternative considered (see the attached exhibit);
- Path can be built to allow for future inspection of bridge columns;
- Path will not encroach on existing roadway; and
- Existing approaches can be maintained.

J-U-B ENGINEERS, Inc. confirms that the Atlas Trail Project is a feasible project. A preliminary cost opinion for the proposed concept is enclosed.

Sincerely,

J-U-B ENGINEERS, Inc.

A. Jay Hassell, P.E.  
Project Manager





## 2007 Bike Course



Outbound Bike Route



Inbound Bike Route



Mileage (1<sup>st</sup> loop)



Intersection Maps 145-157

Intersection Maps 40-62

Intersection Maps 1 - 26

MAP 1

See  
  
 Map 4


See  
  
 Map 2



**MAP 2**



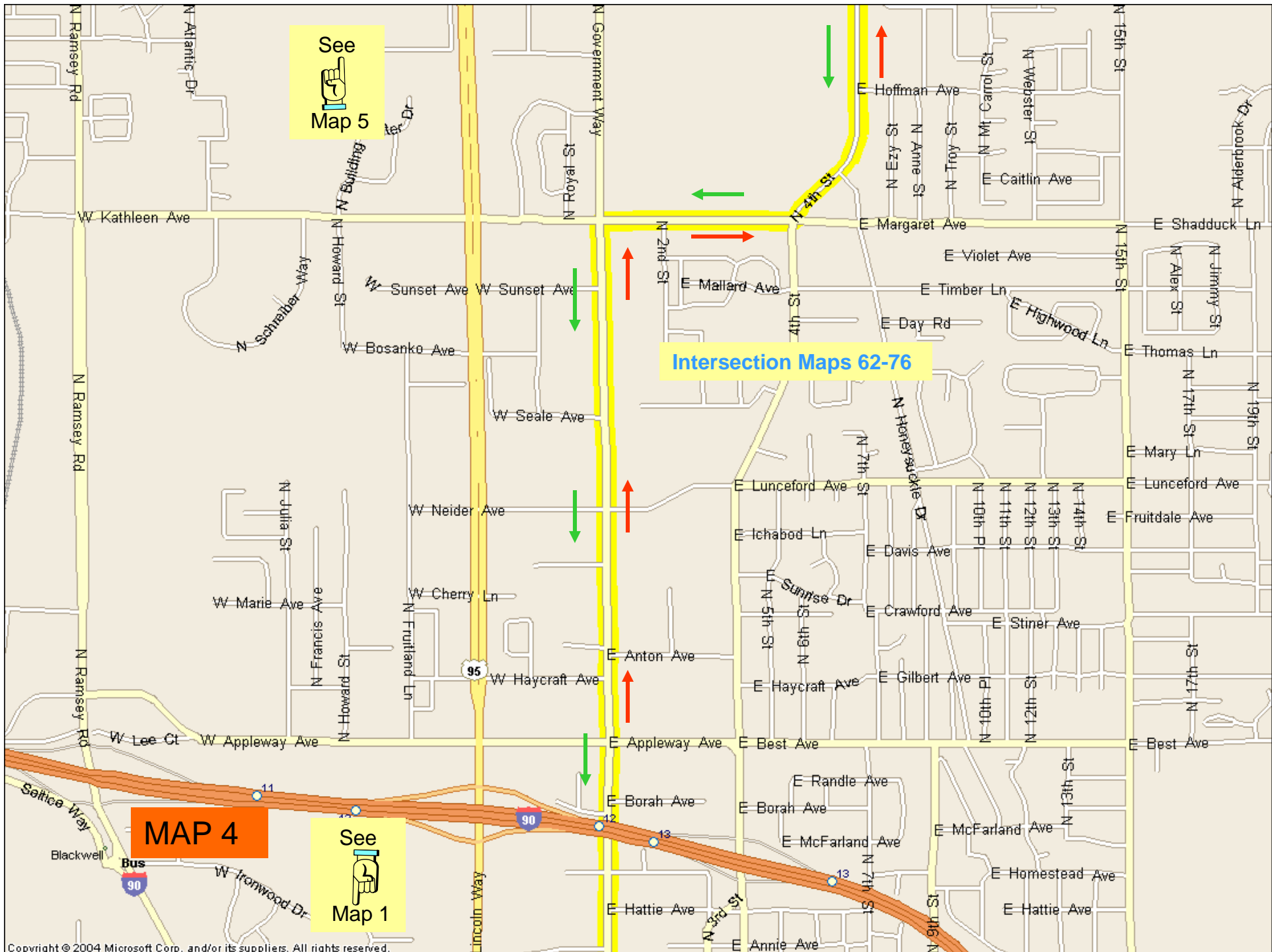


See  
  
Map 2

Intersection Maps 34-38

MAP 3





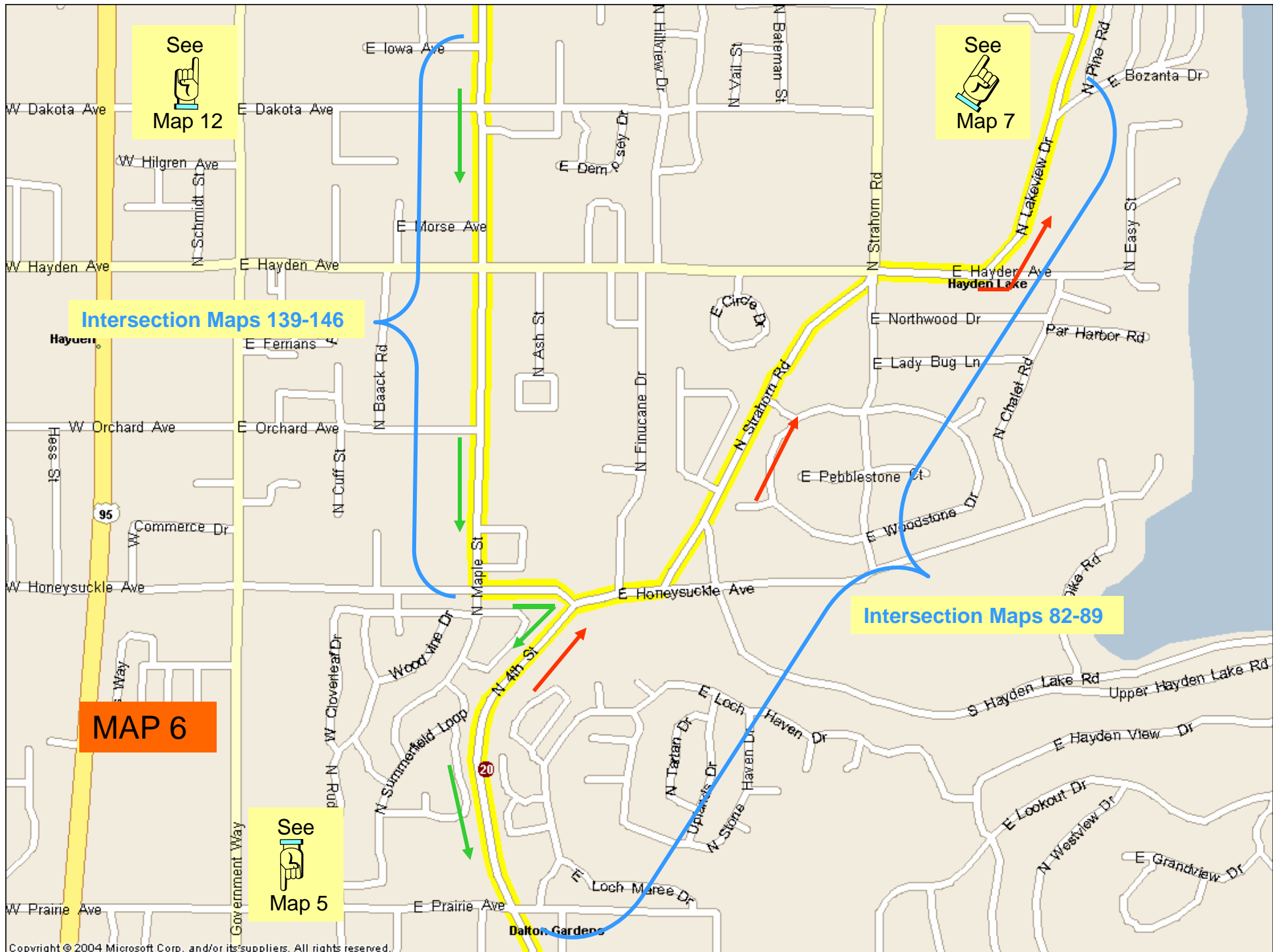
See  
  
 Map 5

Intersection Maps 62-76

MAP 4

See  
  
 Map 1





See  
  
 Map 12

See  
  
 Map 7

Intersection Maps 139-146

Intersection Maps 82-89

MAP 6

See  
  
 Map 5



Intersection Maps 88-100

See  
[hand icon]  
Map 8

MAP 7

See  
[hand icon]  
Map 6















BIKE - 112 Miles \*NEW 1/25/2007

- Exit transition turning Right onto Northwest Blvd.
- Left on Lakeside Ave
- Right on 8th St.
- Left on Sherman Ave.
- Right on 11th St.
- Left on Mullan Ave.
- Right on 23rd St.
- Left on Ashton
- Right on Coeur d'Alene Lake Dr.
- Turn Around at the Higgins point cul de sac.
- Left on Mullan Ave
- Right on 11<sup>th</sup> St
- Left on Sherman Ave
- Right on 8<sup>th</sup> St
- Left on Lakeside Ave
- Right on Northwest Blvd
- Right on Government Way
- Right on Kathleen Ave
- Left on 4<sup>th</sup> St
- 4<sup>th</sup> merges with Honeysuckle Ave
- Left on Strahorn Dr
- Right on Hayden Ave
- Left on Lakeview Dr
- Right on Rimrock Rd
- Left on English Pt Rd
- Right on Lancaster Ave
- Left on Hayden Lake Dr
- Left on Dodd Rd
- Right on Rimrock Rd
- Left on Ohio Match Rd
- Turn around at Homestead Loop
- Right on Rimrock Rd
- Right on Garwood Rd
- Left on Hudlow Rd
- Right on Rimrock Rd
- Right on Lancaster Rd
- Left on Government Way
- Left on Lacey Ave
- Right on Maple St
- Left on Honeysuckle Ave
- Right on 4<sup>th</sup> St
- Right on Kathleen Ave
- Left on Government Way
- Right on Northwest Blvd.
- Turn Around N/of Hwy 95
- Repeat Loop
- After second loop, turn Right on Mullan Ave
- Finish at City Park Transition Area



Run - 26.2 Miles \*NEW 12/28/2006

- Exit Transition, to Dike Road Path
- Merge onto W. Lakeshore Dr.
- Turn around approximately .6 mile down W.Rosenberry Dr.
- Return on Dike Road Path to Transition Area
- cross Northwest Blvd go east on Lakeside Dr.
- Right on 7th St.
- Left on Front Ave.
- Right on 8th St.
- Left on Pine Ave.
- Right on 10<sup>th</sup> St.
- Left on Mountain
- Right back onto 10th St.
- Left on E. Lakeshore Dr.
- Left on 15th St.
- Left on Ash St.
- Right on 14th St.
- Right on Lost Ave.
- Left on 17th St.
- Right on Young Ave.
- Left on 19th St.
- Right on Mullan Ave.
- Right on 23rd St.
- Left on Ashton Rd.
- Right on Centennial Trail (parallels Coeur d'Alene Lake Dr.)
- Turn around approximately 3 miles down Centennial Trail
- Left on Ashton Rd.
- Right on 23rd St.
- Left on Mullan Ave.
- Left on 19th St.
- Right on Young Ave.
- Left on 17th St.
- Right on Lost Ave.
- Left on 14th St.
- Left on Ash Ave.
- Right on 15th St.
- Right on E. Lakeshore Dr.
- Right on 10th St.
- Left on Mountain Ave.
- Right back on to 10th St.
- Left on Pine Ave
- Right on 8<sup>th</sup> St.
- Left on Front Ave.
- Right on 7<sup>th</sup> St.
- Left on Lakeside Ave – Enter Park (at end of first loop only)
- Repeat for second loop
- At end of second loop, Left on Sherman Ave from 7<sup>th</sup> St
- Continue on Sherman Ave to Finish Line between 2<sup>nd</sup> and 1<sup>st</sup> Streets.

OTHER BUSINESS

RESOLUTION NO. 07-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT FOR EMPLOYEE CONSULTING SERVICES WITH DAVID AND KATHERINE MCKEOWN, HUSBAND AND WIFE.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into a Contract with Dave and Katherine McKeown, Husband and Wife for Employee Consulting Services pursuant to the terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for Employee Consulting Services, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Contract to the extent the substantive provisions of the Contract remains intact.

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

DATED this 6<sup>th</sup> day of March, 2007.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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

**CITY COUNCIL COMMITTEE  
STAFF REPORT**

DATE: March 6, 2007

FROM: Warren Wilson, Chief Deputy City Attorney

SUBJECT: Approval of Assignments of City Right to Use Trail Property and Hawk's Nest Site.

-----  
**DECISION POINT:**

Approve the assignment of the City's right to use Centennial Trail property as a haul road and the City's right to access the Hawk's Nest site to remove structural fill to Robert B. Goebel General Contractors, Inc ("Goebel") and ACI Northwest Inc ("ACI"), who are the contractors for the reclamation of the Kroc Community Center site.

**HISTORY:**

At the February 20<sup>th</sup> City Council meeting, the Council approved an agreement with the Centennial Trail Foundation to use the future Prairie Trail (former Union Pacific right of way) as a haul road for the filling of the Kroc Community Center site and an agreement with Hayden, LLC to harvest structural fill material in the Hawk's Nest development for reclaiming the Kroc site. Both of these agreements allowed the City to assign its rights under the agreement in writing.

**FINANCIAL ANALYSIS:**

Assigning these two agreements should have no financial impact on the City. The City has already approved the underlying agreements. Assigning the agreements will not create any new obligations for the City.

**PERFORMANCE ANALYSIS/QUALITY OF LIFE ANALYSIS:**

Goebel is the general contractor for the construction of the Kroc Center and ACI is the subcontractor responsible for reclaiming and preparing the site for construction. These are the two parties that are responsible for reclaiming the Kroc site. As such, it makes sense to assign to them the use of the future Prairie Trail and Hawk's Nest site so they can complete the work. The City has required that the contractors name the City as an additional insured on their liability insurance for this project with at least \$1,000,000 per occurrence.

**DECISION POINT/RECOMMENDATION:**

Approve the assignment of the City's right to use Centennial Trail property as a haul road and the City's right to access the Hawk's Nest site to remove structural fill to Robert B. Goebel General Contractors, Inc ("Goebel") and ACI Northwest Inc ("ACI"), who are the contractors for the reclamation of the Kroc Community Center site.

RESOLUTION NO. 07-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ASSIGNMENT OF LICENSE TO USE THE NORTH IDAHO CENTENNIAL TRAIL FOUNDATION PROPERTY FOR A HUAL ROAD AGREEMENT, WITH THE ROBERT B. GOEBEL GENERAL CONTRACTORS, INC., ACI NORTHWEST, INC., AND THE NORTH IDAHO CENTENNIAL TRAIL FOUNDATION.

WHEREAS, Staff has recommended that the City of Coeur d'Alene enter into said Agreement for use of the Centennial Trail Property pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as 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 an Agreement in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6<sup>th</sup> day of March, 2007.

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

ATTEST:

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



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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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

**ASSIGNMENT OF LICENSE TO USE NORTH IDAHO CENTENNIAL TRAIL  
FOUNDATION PROPERTY FOR A HAUL ROAD**

WHEREAS, On February 20, 2007 the City of Coeur d'Alene ("City") entered into an agreement with the North Idaho Centennial Trail Foundation ("NICTF") for use of the former Union Pacific right of way ("Trail Property") between Interstate 90 on the south and Huetter Road on the north as a haul road for the filling of the Kroc Community Center Site ("Kroc Site"); and

WHEREAS, A copy of the agreement between the City and the NICTF is attached to this agreement as Exhibit "1" and by this reference is incorporated herein; and

WHEREAS, The City's interest in the agreement with the NICTF may be assigned with the consent of the NICTF; and

WHEREAS, Robert B. Goebel General Contractors, Inc. and ACI Northwest Inc. ("Contractors") are respectively the general contractor and site preparation sub-contractor for the Kroc Community Center; and

WHEREAS, The City deems it to be in the best interest of the citizens of Coeur d'Alene to assign the license to enter onto park site to the Contractors since they are the parties responsible for reclaiming the Kroc site; and

WHEREAS, the NICTF has consented to this assignment; and

WHEREAS, The Contractors have agreed to accept this assignment subject to the terms of this agreement.

THEREFORE, the parties agree as follows:

1. Use of trail property: The contractors agree to use the trail property solely for the construction, maintenance and use of a temporary haul road to transport fill material. Any expansion of this use must be approved by NICTF.
2. Term of use: The Contractors acknowledge that NICTF has the right to terminate use of the trail property 180 days after the agreement between the City and NICTF was executed but that the NICTF may grant an additional 180 day term if necessary to complete the work.
3. Coordination with NICTF: The Contractor's agree to coordinate all construction activities, including tree removal and haul road placement within the trail property, with the NICTF.
4. Restoration of trail property: Contractor's agree that within a reasonable period of time following completion of the work or termination of the NICTF agreement with the City, to

restore the trail property to the condition existing before construction and use of the haul road, or better. The Contractor's agree to consult with both the City and NICTF regarding the scope and nature of the restoration work.

5. Disposition of materials left on trail property: The Contractor's agree that any materials left on the trail property shall be deemed quitclaimed to the NICTF and the Contractor's shall have no claim to such materials and no claim for reimbursement for the value of the material.

6. Compliance with City Agreement: The Contractors agree to comply with those conditions in the agreement between the City and NICTF regarding use of the trail property. All other conditions in the underlying agreement remain the responsibility of the City.

7. Liability: The City, to the extent allowed by law, retains liability for claims arising from the process of using the trial property as a haul road that exceeds the Contractors insurance policy limits. The Contractors agree to name the City as an additional insured on their insurance policies for this project and to maintain liability insurance of at least One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. 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.

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

DATED THIS \_\_\_\_\_ day of March, 2007.

**CITY OF COEUR D'ALENE**

**ROBERT B. GOEBEL, GENERAL  
CONTRACTOR, INC.**

By: \_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_  
Terry J. Goebel, \_\_\_\_\_

**ATTEST:**

**ACI NORTHWEST, INC.**

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

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





RESOLUTION NO. 07-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ASSIGNMENT OF LICENSE TO ENTER HAWK'S NEST SITE TO REMOVE STRUCTURAL FILL MATERIAL AGREEMENT WITH ROBERT B. GOEBEL GENERAL CONTRACTORS, INC. AND ACI NORTHWEST, INC.

WHEREAS, Staff has recommended that the City of Coeur d'Alene enter into an Agreement to enter the Hawk's Nest park site to remove structural fill material pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as 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 an Agreement in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6<sup>th</sup> day of March, 2007.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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

**ASSIGNMENT OF LICENSE TO ENTER HAWK'S NEST SITE  
TO REMOVE STRUCTURAL FILL MATERIAL**

WHEREAS, On February 20, 2007 the City of Coeur d'Alene ("City") approved an amendment to the Annexation Agreement with Hayden, LLC for the Hawk's Nest development ("amendment"), which is attached to this agreement as exhibit "1" and by this reference incorporated herein; and

WHEREAS, The amendment, which has now been executed and recorded, grants the City a license to enter onto the site of a future park in Hawk's Nest ("park site") to remove structural fill for the reclamation of the Kroc Community Center site ("Kroc site") and to restore the park site; and

WHEREAS, The City is allowed to assign the license granted under the amendment so long as that assignment is done in writing and the City's obligations under the amendment are not changed; and

WHEREAS, Robert B. Goebel General Contractors, Inc. and ACI Northwest Inc. ("Contractors") are respectively the general contractor and site preparation sub-contractor for the Kroc Community Center; and

WHEREAS, The City deems it to be in the best interest of the citizens of Coeur d'Alene to assign the license to enter onto park site to the Contractors since they are the parties responsible for reclaiming the Kroc site; and

WHEREAS, The Contractors have agreed to accept this assignment subject to the terms of this agreement.

THEREFORE, the parties agree as follows:

1. Right to enter park site assigned: The City hereby assigns to the Contractors the right to enter onto the park site for the sole purposes of removing sufficient structural fill material to reclaim the Kroc site and to restore the park site to a condition suitable for the development of a public park as allowed by the amendment. This assignment includes the obligation for all engineering, traffic control, surveying and other services associated with either excavating or refilling the park property. The Contractor's agree to accept this assignment.
2. City retains obligation to refill park site: The City retains the obligation under the amendment to develop and implement a plan within one year to refill the park site to the approximate pre-existing grade, in a manner that will render it suitable for development and use as a public park
3. Liability: The City, to the extent allowed by law, retains liability for claims arising from the process of excavating and refilling of the park property that exceed the Contractors insurance





~~~~~  
STATE OF IDAHO     )  
                                  ) ss.  
County of Kootenai     )

On this \_\_\_\_\_ day of March, 2007, before me, a Notary Public, personally appeared **Terry J. Goebel**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily 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 March, 2007, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily 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:

# PUBLIC HEARINGS

CITY COUNCIL  
STAFF REPORT

**DATE:** March 6, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Vacation of Existing, and, Replacement with New, Emergency Access Easement in the Graystone Subdivision

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**DECISION POINT:**

Wade P. Jacklin, applicant and representative for the owners of Lot 8, Block 1, is requesting the vacation and relocation of the emergency access easement adjoining the southerly boundary of their property in the Graystone subdivision.

**HISTORY:**

The easement was placed on the noted plat and was recorded in December 2003 (attached). The purpose of easement was to provide a legal means of emergency access to a development that had only one point of ingress and egress. This alternate access is through the easement which is accessed via a County (Lakes Hwy Dist.) road, Herb's Lane, along the easterly boundary of the subdivision. It is intended strictly for emergency access should the point of ingress/egress be blocked.

**FINANCIAL ANALYSIS:**

There would be no financial impact to the City if the vacation request were approved.

**PERFORMANCE ANALYSIS:**

The existing twenty foot (20') easement, is currently platted entirely on Lot 9, Block 1 of the development. The noted easement also contains a utility transformer, phone boxes and large trees which would drastically limit its effectiveness if needed. The applicant is proposing a new easement to replace the one that was platted that would be more effective, clear of obstacles and centered on the common property line for Lots 8 and 9. The property owners adjoining the existing easement, have dedicated and recorded a new easement, that is "centered" on the common lot line between Lots 8 and 9 (attached). This easement, as the original, is not intended to have any "roadway" or "hard surface" application, it is solely a documented easement that would allow legal access in case of emergency.

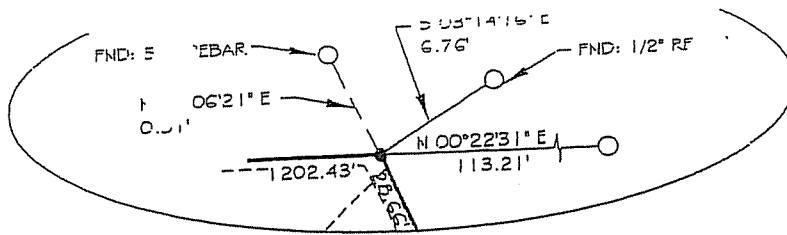
**SUMMARY:**

The applicant is requesting the vacation of an emergency access easement that was placed on the subdivision plat between Lots 8 & 9 of Block 1 for the Graystone development. The applicant is proposing an alternate easement that would more effectively suit the adjoiners and site conditions, and, the adjoining owners have previously recorded the new easement. It is recommended that the City Council approve the vacation.



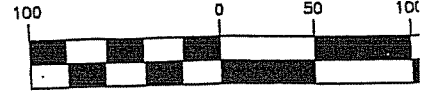
R-5) PLAT OF FOOTHILLS BY RUE  
RECORDED AS BOOK G, PA  
OFFICE.

GRA



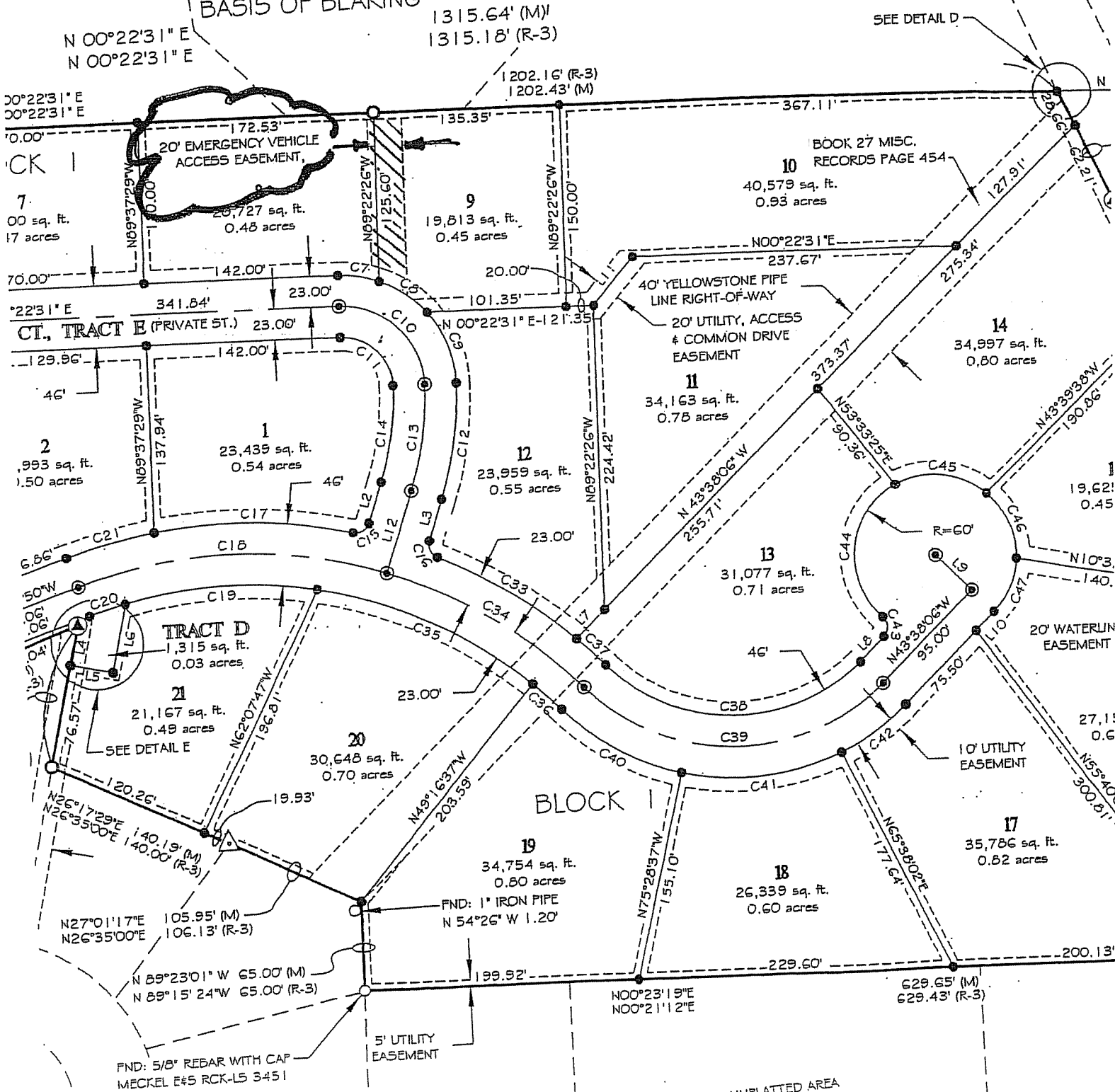
# DETAIL D

NO SCALE



UNPLATTED AREA

BASIS OF BEARING



SEE DETAIL D

BOOK 27 MISC.  
RECORDS PAGE 454

# BLOCK I

UNPLATTED AREA

# LINE TAB



## Modification of Easement

The undersigned, Diamond Building Group, LLC, a Washington Limited Liability Company, the owner of Lot 8, Block 1, Graystone, according to the plat recorded in the Office of the County Recorder in Book "I", Page 492, records of Kootenai County, State of Idaho; and Richard McDonald and Robyn McDonald, the owners of Lot 9, Block 1, Graystone, according to the plat recorded in the Office of the County Recorder in Book "I", Page 492, records of Kootenai County, State of Idaho; and the City of Coeur d'Alene, hereinafter collectively referred to as the "Parties", agree to the following:

- 1) Whereas there exists a "Emergency Access Only Easement" on the North 20 feet of Lot 9, Block 1, Graystone in favor of the City of Coeur d'Alene and described in paragraph number four of the Owners Certificate, on page 1 of 2 of the Plat of Graystone, recorded in Book "I" of Plats, Page 492.
- 2) Whereas the language of said "Emergency Access Only Easement" is as follows: Grant a 20 foot wide Emergency Access Only Easement on the North 20 feet of Lot 9, Block 1, to the City of Coeur d'Alene and emergency vehicles as depicted on page 2 of this plat. No building, structure or improvement shall be erected nor constructed, nor shall trees or plants or any other vegetation or flora be planted excepting grass within said easement nor shall the existing ground elevations be increased or decreased without the express written approval of the City of Coeur d'Alene as evidenced by the signature of the City Engineer on an approved plan.
- 3) Whereas there currently exists encroachments in the existing "Emergency Access Only Easement".
- 4) Whereas the "Parties" desire to move the easement to a location that will serve all of the Parties and eliminate encroachments into the easement.

Therefore for valuable consideration and the mutual benefits derived from this "Modification of Easement" the Parties agree to the following:

- A) The location of the easement shall be moved to a new location that is fully described in Exhibit "A" attached and depicted in a map that is attached in Exhibit "B". Both Exhibits "A" and "B" are by attachment and reference made a part of this agreement.
- B) The language of the "Emergency Access Only Easement" as depicted in paragraph number four of the Owners Certificated, on page 1 of 2 of the Plat of Graystone, recorded in Book "I" of Plats, Page 492, shall remain unchanged.





# Advanced Technology Surveying & Engineering

## EXHIBIT A PROPERTY DESCRIPTION

A PORTION OF LOT 8 AND LOT 9 BLOCK ONE, ACCORDING TO THE OFFICIAL PLAT OF "GRAYSTONE" FILED IN BOOK "1" OF PLATS AT PAGE 492A, KOOTENAI COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION BEARS NORTH 89° 17' 12" WEST, 2638.33 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 00° 22' 32" WEST, 699.97 FEET TO THE SOUTHEAST CORNER OF LOT 8 BLOCK ONE AS DEPICTED ON SAID PLAT OF "GRAYSTONE". THENCE SOUTH 00° 37' 35" WEST, 10.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIBED PARCEL OF LAND.

THENCE NORTH 89° 22' 26" WEST, 97.32 FEET ALONG A LINE 10 FEET SOUTH OF AND PARALLEL WITH THE LOT LINE COMMON TO AFOREMENTIONED LOT 8 AND LOT 9;

THENCE LEAVING SAID PARALLEL LINE NORTH 63° 28' 32" WEST, 30.17 FEET TO A POINT ON THE EAST LINE OF TRACT E AS SHOWN ON SAID PLAT OF "GRAYSTONE". SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 14° 17' 40", AND A CHORD OF 20.65 FEET BEARING NORTH 12° 04' 16" EAST;

THENCE NORTHERLY ALONG SAID CURVE, 20.71 FEET TO A POINT;

THENCE SOUTH 63° 28' 31" EAST, 30.73 FEET TO A POINT 10 FEET NORTH OF THE COMMON LINE BETWEEN SAID LOT 8 AND LOT 9 BLOCK ONE;

THENCE SOUTH 89° 22' 26" EAST, 92.72 FEET ALONG A LINE 10 FEET NORTH OF AND PARALLEL WITH SAID COMMON LOT LINE TO A POINT ON THE EAST LINE OF LOT 8 BLOCK ONE;

THENCE SOUTH 00° 37' 35" WEST, 20.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

SAID DESCRIBED PARCEL CONTAINING 0.06 ACRE (2,500 SQUARE FEET), MORE OR LESS.

(ALL AS SHOWN ON EXHIBIT B)

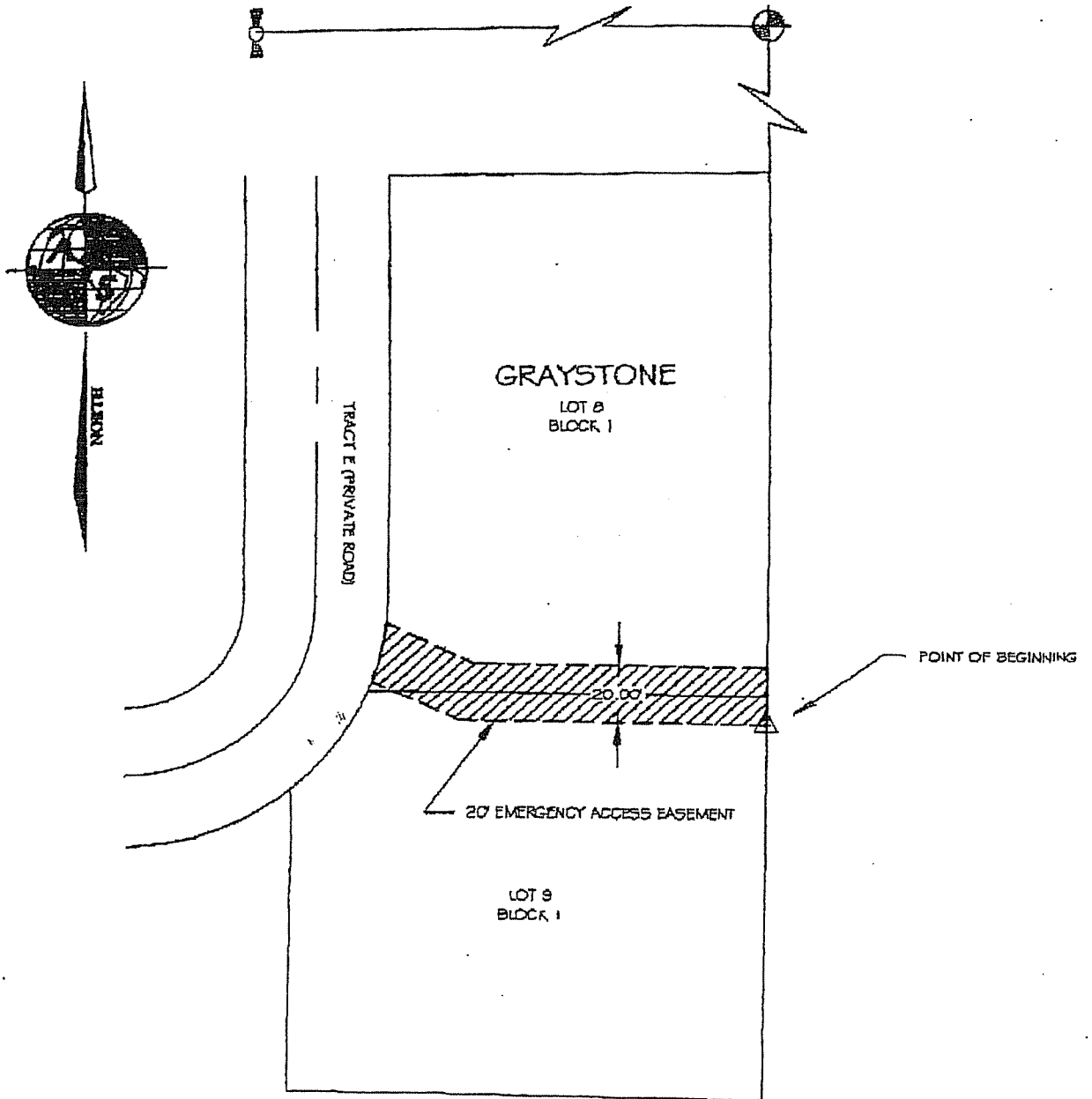
Z:\light\survey\legal\12006\3050\GRAY.DOC



P.O. Box 3457, Hayden, Idaho 83525  
PH. (208) 772-2745 Fax. (208) 762-7731

# EXHIBIT B

A PORTION OF THE S.W. 1/4 S. 6, T. 50 N., R. 3 W. B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.  
MAY 2006



	<b>ADVANCED TECHNOLOGY SURVEYING &amp; ENGINEERING</b>	SCALE: 1" = 50'
	3177 HESS STREET, HAUGEN, IDAHO, 83854	CHECKED BY MN
	• PCL 208-772-3745 • FAX 208-762-7731 •	DATE 4/11/2006
		DRAWN BY TV
		DATE 4/11/2006
	DWG. TEMP	
	PROJ. TEMP	

TO: Wendy Gabriel  
City Administrator

FROM: Steve Childers  
Captain

SUBJECT: Animal Control Fee Increases

DATE: February 28, 2007

---

**Decision Point:** To authorize the increase in Animal Control processing fees from their current amount as listed below.

1. Increase the processing fee for impounding an animal from \$10.00 to \$20.00
2. Increase the animal housing fee from \$10.00 a day to \$20.00 a day.
3. Increasing the fee for each additional violation within a twelve month period the owner shall be assessed, from an additional \$10.00 processing fee to an additional \$20.00 processing fee.

**Financial Analysis:** By adjusting the above-noted fees, the cost is being charged directly to the individuals utilizing the programs/services which thus reduce the burden on the general property tax payers.

**Quality of Life Analysis:** Due to our changing environment and our increase in population, the community we serve expects their Police Department to be managed as efficient as possible. With our citizen population grows so does the Animal Population. The Coeur d'Alene Police believe animal control through enforcement and education is important. It also shows our community we care about their safety as well as their pets. Although the fees associated with animal code violations are penalties, there are also fees associated the processing of an impounded animal. Both fees show our community we recognize the concerns associated to having animals and how we can best address them through enforcement and processing fees. As listed above the burden is placed on those who utilize the service.

**Decision Point:** To increase in Animal Control Fees from their current amount as listed in the Decision Point.

Steve Childers  
Patrol Captain

RESOLUTION NO. 07-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING ANIMAL CONTROL PROCESSING FEES.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to Animal Control processing fees are necessary, as set forth below in this Resolution; and

WHEREAS, the City Council is authorized to establish and adjust these fees by Resolution; and

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

BE IT RESOLVED, that effective March 6, 2007, the following amended fees will be in effect:

<b>Police Department:</b>	<b>Current</b>	<b>Proposed</b>
Processing fee for impounding an animal	\$10.00	\$20.00
Animal housing fee a day	\$10.00	\$20.00
Processing fee for each additional violation within a twelve month period the owner shall be assessed	\$10.00	\$20.00

DATED this 6<sup>th</sup> day of March, 2007.

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

ATTEST:

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

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

ROLL CALL:

COUNCILMAN HASSELL Voted \_\_\_\_\_

COUNCILMAN GOODLANDER Voted \_\_\_\_\_

COUNCILMAN KENNEDY Voted \_\_\_\_\_

COUNCILMAN REID Voted \_\_\_\_\_

COUNCILMAN EDINGER Voted \_\_\_\_\_

COUNCILMAN MCEVERS Voted \_\_\_\_\_

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

OTHER BUSINESS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: WENDY CARPENTER, POLICE CHIEF

DATE: FEBRUARY 28, 2007

RE: AGREEMENT FOR TEMPORARY DOG SHELTER

---

Decision Point: Whether City Council will approve the agreement which enables the City of Coeur d'Alene to temporarily house dogs at the Post Falls Animal Shelter that are picked up by the animal control officer in Coeur d'Alene?

History: The City of Coeur d'Alene, by mutual agreement with Watson Agency, recently terminated its agreement for animal control. Upon termination of the agreement, the city of Post Falls agreed to take Coeur d'Alene's animals on a temporary basis. The attached agreement provides the terms for this 6-month contract.

Financial Analysis: The agreement provides that Coeur d'Alene shall pay the City of Post Falls on a per dog basis: \$20 processing fee and \$20 per day that the dog is housed. There remains a 5-day required holding time. In conjunction with this proposal, staff is proposing an increase in its animal impound fees that are charged to owners. An increase in fees will help to cover the costs to the City. Emergency care under the Post Falls agreement is not more than \$200 without prior approval of Coeur d'Alene. There is an initial cost of no more than \$4,000 to improve the Post Falls facility in order to better accommodate more animals in the interim. The current dedicated funding for animal control will pay the costs incurred under this contract.

Performance Analysis: With approval of this contract, the City will be able to continue its animal control service to the citizens of Coeur d'Alene. We anticipate that a long-term solution will be reached within six months.

Decision Point: Staff requests that City Council approve the partnership with the City of Post Falls for the sheltering of dogs picked up by our animal control officer.

RESOLUTION NO. 07-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR TEMPORARY DOG SHELTERING, WITH THE CITY OF POST FALLS.

WHEREAS, the City Administrator has recommended that the City of Coeur d'Alene enter into an Agreement with the City of Post Falls, for Temporary Dog Sheltering pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as 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 an Agreement for Temporary Dog Sheltering, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6<sup>th</sup> day of March, 2007.

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

ATTEST:

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



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

ROLL CALL:

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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

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

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

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

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

## **AGREEMENT FOR TEMPORARY DOG SHELTERING**

THIS AGREEMENT is made and entered into this 6th day of March, 2007 by and between the **CITY OF COEUR D'ALENE**, herein referred to as "Coeur d'Alene", and the **CITY OF POST FALLS**, a municipal corporation of the State of Idaho, of the County of Kootenai, herein referred to as "POST FALLS".

**WHEREAS**, Post Falls currently operates an animal shelter facility in the City of Post Falls which provides impound, board, and care for impounded animals; and

**WHEREAS**, Coeur d'Alene has in accordance with City Code Sections 6.05 and 6.06 adopted an ordinance for the control of the animal population within its boundary, which includes the seizure and impoundment of dogs under certain circumstances; and

**WHEREAS**, Coeur d'Alene does not presently have its own facility in which to house impounded animals and the Kootenai Humane Society may not always have available space to accept all of Coeur d'Alene's impounded animals; and

**WHEREAS**, there is an immediate need to obtain adequate and appropriate shelter for those animals impounded by Coeur d'Alene; and

**WHEREAS**, Coeur d'Alene desires to enter into an agreement with Post Falls for the temporary sheltering of dogs impounded by Coeur d'Alene or its Animal Control Agency at the Post Falls facility,

**NOW, THEREFORE**, the parties agree as follows:

**SECTION 1. TERM:** This agreement shall be effective February 20, 2007 and will remain in effect for 180 days unless terminated as set forth herein.

**SECTION 2. IMPOUNDMENT AND CARE:** Post Falls hereby agrees to impound, board, and care for dogs transported to the Post Falls' shelter for impoundment by Coeur d'Alene or its contracted Animal Control Agency. The acceptance of Coeur d'Alene dogs is subject to available room at the Post Falls shelter facility.

**SECTION 3. HOLDING PERIOD:** Any dog so impounded with the exception of those that have bitten a person or are suspected of having rabies, shall be held for five (5) working days or until claimed, whichever is earlier. At the end of the five days Coeur d'Alene shall provide direction to Post Falls as to the disposition of the animal. Disposition shall not include leaving the animal in the Post Falls shelter beyond the five days, except as expressly provided on Section 3(A) and 4.

- A. Dogs that have bitten a person, or suspected of having rabies, shall be quarantined for a period of ten (10) calendar days starting from the date of bite.
- B. At the discretion of Post Falls, injured or diseased dogs may be humanely destroyed, without regard to the prescribed holding time, in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease.

**SECTION 4. RATES AND FEES:** Coeur d'Alene shall pay Post Falls \$20.00 for each dog admitted to the facility as an initial processing fee. Additionally, Coeur d'Alene shall pay Post Falls \$20.00 per day per dog housed at the facility during the holding period specified in Section 3 (this will apply on the first day the dog arrives in addition to the processing fee). The \$20.00 housing fee shall continue until the dog is redeemed, adopted or Coeur d'Alene request the animal be euthanized. In those situations where Coeur d'Alene is required to have Post Falls to hold an animal for a specified period of time (court case, quarantine, etc.) written communication will be provided by Coeur d'Alene to Post Falls detailing the nature and duration of the hold.

Post Falls will bill Coeur d'Alene once per month for the impoundment of the dogs and Coeur d'Alene agrees to pay the bill within 30 days of the date of the billing statement.

**SECTION 5. COLLECTION AND DISTRIBUTION OF FUNDS:** Coeur d'Alene or its Animal Control Agency shall be responsible for the collection of the redemption fee and any other owner/custodian paid charges or fines, and for processing any paperwork associated with the release/redemption process.

**SECTION 6. POSSESSION TRANSFERRED:** Upon the expiration of the holding time limits in this agreement, if the dog is not redeemed, Coeur d'Alene will advise Post Falls of the desired disposition of the animal. If Coeur d'Alene elects to have the animal euthanized, possession of the dog will be transferred from Coeur d'Alene to Post Falls and be euthanized.

**SECTION 7. MAINTENANCE OF RECORDS:** Post Falls shall maintain records as to the number of dogs handled at the Post Falls shelter pursuant to this agreement, and to the number of days each was impounded. Coeur d'Alene shall be entitled to review such records.

**SECTION 8. CARE OF IMPOUNDED DOGS:** The manner and care of such dogs as may be taken up and impounded shall be at the sole discretion of Post Falls, except that Post Falls agrees to comply with all state statutes and regulations. Post Falls reserves the right to take any sick or injured Coeur d'Alene dogs to an Idaho licensed veterinarian for emergency veterinary care. In the event that Post Falls elects to take any Coeur d'Alene dogs to a veterinarian for emergency care, Coeur d'Alene agrees to pay up to two hundred dollars (\$200.00) per dog for said care. If the anticipated medical costs per animal per treatment exceeds two hundred dollars (\$200.00) Post Falls will contact the Coeur d'Alene Police Department for authorization to proceed with medical care or euthanization. In the event that a dog is taken to an Idaho licensed veterinarian, charges for veterinary services will be billed to and paid by Coeur d'Alene. Nothing herein shall

limit the right of Coeur d'Alene or its Animal Control Agency personnel to take a dog to a licensed veterinarian prior to delivery to the Post Falls shelter.

**SECTION 9. INDEMNITY AND HOLD HARMLESS:** Each of the parties hereto shall indemnify and hold harmless the other from any and all liability for any injury, damage, or claim sustained by any person or property caused by the indemnifying party or its employees while performing under this agreement.

**SECTION 10. INSURANCE:** Both Post Falls and Coeur d'Alene shall carry liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000), or if the party is self-insured, provide proof that the self-insurance fund is sufficient to provide coverage equivalent to the limits under the Tort Claims Act, to protect the parties, their employees, officers, and agents, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of Post Falls. A certificate or other proof of said insurance shall be provided by each party to the other party.

**SECTION 11. TERMINATION:** Should either party hereto desire to terminate this contract for any reason or for no reason whatsoever, either party may do so by giving 30 days written notice to the other party.

**SECTION 12. FURTHER AGREEMENTS:** It is understood by both parties that in order to better fulfill this agreement Post Falls will require some improvements to their existing facility. Coeur d'Alene thus agrees to pay the actual costs of said improvements up to an amount not to exceed Four Thousand dollars (\$4,000.00). Improvements shall include the installation of sound deadening material in the office area of the Shelter.

**SECTION 13. DISPOSAL OF EUTHANIZED DOGS:** Post Falls agrees to transport euthanized dogs from its facility to the Kootenai County Landfill at Fighting Creek at such times as Post Falls may at its discretion deem necessary. Coeur d'Alene shall pay Post Falls \$25.00 per transport from the Post Falls facility to the Fighting Creek Landfill; provided, however, that the total of said fees shall not exceed \$1,300.00 per year.

Dated this 6th day of March, 2007.

**CITY OF POST FALLS**

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
Clay Larkin, Mayor

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Christene Pappas, City Clerk

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

